



**DULUTH AIRPORT AUTHORITY
MEETING AGENDA
OCTOBER 19, 2021**

**AMATUZIO CONFERENCE ROOM
DULUTH INTERNATIONAL AIRPORT**

Click below to access meeting by Microsoft Teams:

<https://duluthairport.com/wp-content/uploads/2021/10/10-DAA-October-Board-Notice.pdf>

I *EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

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

A. Approval of September 21, 2021 Meeting Minutes.

III *DAA CASH DISBURSEMENTS

A. Operating Cash Disbursement Sheets #35, #36 and #37, 2021. Construction Fund Disbursement Sheet #9, 2021

IV *CORRESPONDENCE

- A. September 10, 2021 Letter from Cirrus Aircraft to DAA Regarding Hangar 101 Site.
- B. Airport News: September 24, 2021 Post Bulletin "United to End Rochester Flights to Denver After a Year" and October 4, 2021 DLH Press Release "Airport Noise Compatibility Study Public Workshop & Hearing".
- C. October 1, 2021, E-Mail from Monaco Air Foundation with Summary of September 2021 Activities.
- D. State of Minnesota Department of Transportation Findings, Conclusions and Order in the Matter of the Approval of Zoning Regulations for the Duluth International Airport.
- E. Press Release for Airport Noise compatibility Study Public Workshop to be held November 2, 2021.
- F. September 21, 2021 Letter from Reef Parking / Republic Parking System to DAA Summarizing Request Regarding the Minimum Annual Guarantee and Payment and October 1 2021 Response Letter from DAA to Reef Parking / Republic Parking.
- G. Link for Metropolitan Airports Commission (MAC) Minutes --
<https://metroairports.org/Airport-Authority/Metropolitan-Airports-Commission/Public-Meetings/Board-Meetings.aspx>.



V OPPORTUNITY FOR PERSONS TO BE HEARD

VI OLD BUSINESS

None

VII NEW BUSINESS

- A. Resolution to Accept and Approve COVID Relief Airport Rescue Grant (ARPA) grant in the amount of \$2,355,321 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.
- B. Resolution to Accept and Approve COVID Relief Airport Rescue Grant (ARPA) Concessionaire Relief grant in the amount of \$133,243 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.
- C. Resolution to Accept and Approve COVID Relief Sky Harbor Airport Rescue Grant (ARPA) grant in the Amount of \$32,000 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.
- D. Resolution to Approve the 2022 Rates and Charges Addendum for DLH.
- E. Resolution to Approve the Duluth Airport Authority 2022 Annual Budget.
- F. Resolution to Approve the Write-Off of an Accounts Receivable Balance of \$271,330.82 for Republic Parking Per Operating Policy #23 Due to the COVID-19 Pandemic Effect on Parking Lot Revenues.
- G. Resolution to Approve the First Amendment to the Airport Parking Facilities Management Agreement with Republic Parking.
- H. Resolution to Purchase Skid Steer (and attachments) from Ziegler CAT in the amount of \$94,220.00
- I. Resolution to Select Short Elliott Hendrickson (SEH) for Professional Airport Consulting Services for the replacement of Runway 3-21 Lighting and Signage project at the Duluth International Airport
- J. *August 2021 Financial Reports.
- K. *September 2021 Accounts Receivables.
- L. *September 2021 Airline (to be distributed at meeting), Cargo (to be distributed at meeting) & 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 on March 19, 2002).*



I.

DULUTH AIRPORT AUTHORITY

DATE: October 19, 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

- Passenger statistics will be presented at the meeting

OPERATIONS/CONSTRUCTION/PLANNING

- Planning
 - Master Plan Update
 - Financial Plan Overview
 - Part 150 Noise Study Final Program Recommendations
- Construction
 - Tower Ramp Mill and Overlay Update
- Operations and Maintenance
 - Terminal Roof Update
- Sky Harbor
 - Building Area Master Plan Update

BUSINESS/PROPERTY DEVELOPMENT

- Hangar 104 Appraisal Update

FINANCIAL UPDATE

- CRRSA & ARPA Concessionaire Relief Update
- DYT Rates & Charges

MARKETING/COMMUNICATIONS

- Marketing Strategy



DULUTH AIRPORT AUTHORITY

LEGISLATIVE UPDATE

- FAA Reauthorization Bill
 - ATC Replacement Funding

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: September 21, 2021

PLACE: Amatuzio Conference Room
Duluth International Airport, Duluth, MN

DIRECTORS PRESENT: Craig Fellman
Kim Maki
Jeff Anderson
Don McIsaac
Kevin O'Brien

DIRECTORS PARTICIPATING VIA ELECTRONICS
MEANS:

Todd Fedora

DIRECTORS ABSENT: Elissa Hansen

OTHERS PRESENT: Tom Werner, Executive Director
Mary Ann Wittkop, Recording Secretary
Steve Hanke, Assistant City Attorney
Mark Papko, Director of Operations
Natalie Peterson, Director of Communications & Marketing
Jana Kayser, Business Development Manager
Joelle Bodin, Finance & Administration Director
John Graves, Airport Facilities Manager
Kaci Nowicki, SEH
Shawn McMahon, SEH
Mike Magni, Monaco Air
Bill King, Cirrus Design

OTHERS PARTICIPATING VIA ELECTRONICS

MEANS: Kathy Leon, Confidential Bookkeeper
Don Monaco, Monaco Air
Allison Andrashko, SEH
Scott Sannes, SEH
Matt Stewart, SEH

President Fellman welcomed everyone to the DAA September Board meeting and called it to order at 8:00 a.m. He performed roll call noting Dir. Fedora will participate virtually due to a medical condition and Dir. Hansen is absent.

Mr. Tom Werner, Executive Director, updated on the Executive Director's review:

EXECUTIVE DIRECTOR'S REVIEW:

- Air Service: Presented the airport air service update highlighting August total passengers year to date, total load factors by route, seats and spoke on national and local air services news.

Dir. Fedora joined the meeting virtually at 8:23 a.m.

- Operations/Construction/Planning:
 - Planning: Master Plan (MP) and Part 150 Noise Study -- Ms. Kaci Nowicki and Mr. Shawn McMahon, SEH, focused on the Taxiway A project overviewing the existing taxiway, pavement conditions, non-standard design features, alternatives, and stakeholder feedback; detailed on the multi-year phasing, funding process and scheduling; spoke on next steps for MP and completion timeline -- all materials and summaries are posted to the project website. Part 150 noise study – updated on the project progress, draft submitted to FAA for review, next steps, and timeline – all materials and summaries are posted to the project website. Mr. Werner detailed further; questions followed.
 - Operations/Construction: Mr. Mark Papko, Director of Operations, introduced and welcomed the new Airport Facilities Manager, Mr. John Graves. Mr. Papko overviewed and presented a brief slide show on construction projects – Runway 3-21 lighting and signage RFQ, terminal roof, hangar area mill and overlay. Ms. Nowicki updated on the Hangar 101 demolition project, speaking on background, architectural history, environmental assessment (EA) process and next steps; questions followed.
 - Sky Harbor – Ms. Nowicki reviewed the Sky Harbor master plan project progress highlighting CBP usage, facility needs, recommendations, next steps, and upcoming meetings; meeting materials and summaries are posted to the project website.
- Business/Proper Development: Ms. Jana Kayser, Business Development Manager, spoke on hangar inspections, Hangar 104 market appraisal, timeline, and standard lease policy; questions and discussion followed.
- Financial Update: Ms. Joelle Boden, Finance & Administration Director, overviewed and detailed on the 2022 draft DYT, DLH rates, charges, budget, assumptions, and timeline. Cyber insurance coverage – DAA does have coverage; spoke on the parking minimum annual guarantee (MAG), more to update next month.
- Legislative: Mr. Werner explained continue to watch discussion around the infrastructure bill.
- Presentations/Tours: Mr. Werner has met the new President of the Grand Rapids Chamber of Commerce and had several interactions with that Chamber, more meetings to come.
- Other: Mr. Papko spoke on the Joint Airport Zoning Board (JAZB) – still waiting on MnDOT's final response for proposed zoning ordinance. Mr. Werner reminded everyone that the Board retreat is scheduled for December 2nd, more details to be forwarded.

Mr. Werner will be participating on the Duluth Pack podcast today.

Pres. Fellman thanked everyone for their work and reports. Dir. McIsaac moved to approve the August 17, 2021 meeting minutes, August 30, 2021 special meeting minutes and consent items. Dir. Anderson seconded. Roll call, all ayes, motion carried.

CONSENT ITEMS

Cash Disbursement Sheets #31, #32, #33 and #34, 2021. Construction fund disbursement sheet #8 2021.

AAAE Legislative Alliance Airport Alert "Face Mask Requirement Extended Until January 18, 2022".

Letter from Reef Parking / Republic Parking System to DAA summarizing request regarding the minimum annual guarantee and response letter from DAA to Reef Parking.

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

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

July 2021 financial report, August 2021 accounts receivables, and airport statistics.

OPPORTUNITY FOR PERSONS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Bodin reviewed the CRRSA concessionaire relief and recommended approval. Dir. Fedora moved to approve the resolution for the CRRSA concessionaire relief associated with rent due for concession occupancy or commercial use After December 27, 2020 in the proportional amounts shown on Exhibit A per FAA approval. Dir. Maki seconded. Roll call – all ayes. Motion carried.

Ms. Bodin summarized on the refinancing of City Bonds and recommended approval. Questions followed. Dir. Anderson moved to approve the resolution for providing for the execution of an amended and restated loan agreement with the City of Duluth. Dir. O'Brien seconded. Roll call – all ayes. Motion carried.

Mr. Papko overviewed the Capital Improvement Program (CIP) process, timeline and spoke on the MnDOT grant and projects. Dir. McIsaac moved to accept and approve the MnDOT grant for seaplane base dock expansion in the estimated total amount of \$20,000 and seaplane base ramp rehab in the estimated total amount of \$50,000 and to authorize the Duluth Airport Authority's President and Secretary to execute the grant and any amendments. Dir. Maki seconded. Roll call – all ayes. Motion carried.

Mr. Papko summarized on the three main components for this grant and detailed on the projects. Dir. Maki moved to accept and approve the MnDOT grant for Hangar 101 (construction) project in the estimated total amount of \$350,000; midfield ramp repair project in the estimated total amount of \$1,000,000, and pavement maintenance project in the estimated total amount of \$150,000 and to authorize the Duluth Airport Authority's President and Secretary to execute the grant and any amendments. Dir. Fedora seconded. Roll call – all ayes. Motion carried.

Ms. Kayser explained the updated land lease agreement at Sky Harbor and recommended approval. Questions followed. Dir. O'Brien moved to approve the resolution for the Sky Harbor Airport Hangar #9 land lease agreement between the Duluth Airport Authority and Cotter / Luck. Dir. Fedora seconded. Roll call – all ayes. Motion carried.

Ms. Kayser reviewed the airline lease agreement and spoke on the incentive language. Dir. Anderson moved to approve the resolution for the airline use and lease agreement by and between the Duluth Airport Authority and Sun Country, Inc., dba Sun Country Airlines. Dir. Maki seconded. Roll call – all ayes. Motion carried.

Ms. Kayser spoke on the air charter operation out of Duluth and recommended approval. Dir. O'Brien moved to approve the resolution for the operator agreement between the Duluth Airport Authority and Premium Air. Dir. McIsaac seconded. Roll call – all ayes. Motion carried.

Dir. Anderson moved to adjourn the meeting. Dir. McIsaac seconded. Roll call – all ayes, motion carried. President Fellman adjourned the September 21st DAA board meeting at 9:48 a.m.

Respectfully submitted,

Mary Ann Wittkop
Recording Secretary

APPROVED: 

DATE: 12 OCT 21

III. Cash Disbursements


Duluth Airport Authority DAA Operating Check Register #35-2021 September 17, 2021

Document Number From 10642 To 10666

Document Number	Date	Transaction Type	Payee	Amount
10642	9/17/2021	BILLPMT	AMCG Aviation Management Consulting Group	\$1,450.00
10643	9/17/2021	BILLPMT	Aramark	\$60.79
10644	9/17/2021	BILLPMT	Arrowhead Tap House	\$22.10
10645	9/17/2021	BILLPMT	Auto Value Duluth Paint and Body	\$445.90
10646	9/17/2021	BILLPMT	Century Link	\$334.88
10647	9/17/2021	BILLPMT	City Of Duluth Comfort Systems	\$5,501.22
10648	9/17/2021	BILLPMT	City Of Duluth, Minnesota	\$45,200.00
10649	9/17/2021	BILLPMT	Curtis Oil & Propane	\$64.00
10650	9/17/2021	BILLPMT	Dalco	\$2,858.87
10651	9/17/2021	BILLPMT	Duluth Area Chamber Of Commerce	\$1,100.00
10652	9/17/2021	BILLPMT	Essentia Health	\$280.00
10653	9/17/2021	BILLPMT	Grainger	\$681.67
10654	9/17/2021	BILLPMT	Hermantown Hydraulics, LLC	\$180.35
10655	9/17/2021	BILLPMT	Jamar Company	\$7,675.00
10656	9/17/2021	BILLPMT	Landrum and Brown, Incorporated	\$2,000.00
10657	9/17/2021	BILLPMT	Linders Specialty Co.	\$1,034.00
10658	9/17/2021	BILLPMT	NAPA Auto Parts	\$32.93
10659	9/17/2021	BILLPMT	Northern Tool & Equipment	\$18.98
10660	9/17/2021	BILLPMT	Republic Parking System, LLC	\$1,100.00
10661	9/17/2021	BILLPMT	Sam's Club	\$547.28
10662	9/17/2021	BILLPMT	Spectrum Business	\$134.38
10663	9/17/2021	BILLPMT	St. Germain's Glass	\$719.00
10664	9/17/2021	BILLPMT	Swim Creative	\$10,872.91
10665	9/17/2021	BILLPMT	Ziegler, Inc.	\$911.04
10666	9/17/2021	BILLPMT	Ironhyde Arms & Machine	\$57.56
Sub-Total				\$83,282.86
Void Ck #10364				\$ (57.56)
Total				<u>\$83,225.30</u>


Airport Director

Airport Authority


City Treasury

Duluth Airport Authority
DAA Operating Check Register #36-2021
September 24, 2021

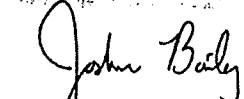
Document Numbers From 10670 To 10679

Document Number	Date	Transaction Type	Payee	Amount
10670	9/24/2021	BILLPMT	American Association Of Airport Executives	\$6,000.00
10671	9/24/2021	BILLPMT	Batteries Plus	\$122.36
10672	9/24/2021	CHK	DAA Petty Cash	\$85.67
10673	9/24/2021	BILLPMT	Fisherman's Corner	\$592.00
10674	9/24/2021	BILLPMT	iFIDS.com Inc.	\$250.00
10675	9/24/2021	BILLPMT	Menards - Hermantown	\$399.99
10676	9/24/2021	BILLPMT	Metro Sales, Inc.	\$328.63
10677	9/24/2021	BILLPMT	Sam's Club	\$500.00
10678	9/24/2021	CHK	WF Bus Payment Processing - Joelle	\$2,638.53
10679	9/24/2021	CHK	WF Bus Payment Processing - Tom	\$88.20
Total				\$11,005.38



Airport Director

Airport Authority



City Treasury

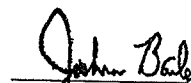
Duluth Airport Authority
DAA Operating Check Register #37-2021
October 7, 2021

Document Number From 10680 To 10720

Document Number	Date	Transaction Type	Payee	Amount
10680	10/7/2021	BILLPMT	Apex	\$1,250.00
10681	10/7/2021	BILLPMT	Barnum Companies, Inc.	\$1,983.64
10682	10/7/2021	BILLPMT	Batteries Plus	\$1,101.24
10683	10/7/2021	BILLPMT	Best Oil Company	\$10,446.77
10684	10/7/2021	BILLPMT	Border States	\$144.50
10685	10/7/2021	BILLPMT	Budget Rent A Car	\$112.96
10686	10/7/2021	BILLPMT	Citon	\$12,454.58
10687	10/7/2021	BILLPMT	Compudyne, Inc.	\$904.44
10688	10/7/2021	BILLPMT	Crysteel Truck Equipment	\$311.35
10689	10/7/2021	BILLPMT	Dalco	\$802.39
10690	10/7/2021	BILLPMT	Denny's Lawn And Garden	\$35.95
10691	10/7/2021	BILLPMT	Engelmeier, Roger	\$150.66
10692	10/7/2021	BILLPMT	General Security Services Corporation	\$19,745.89
10693	10/7/2021	BILLPMT	Grainger	\$271.74
10694	10/7/2021	BILLPMT	Guardian Pest Solutions	\$175.25
10695	10/7/2021	BILLPMT	Jamar Company	\$2,100.00
10696	10/7/2021	BILLPMT	Johnson Controls	\$665.36
10697	10/7/2021	BILLPMT	Marsden Building Maintenance	\$15,049.36
10698	10/7/2021	BILLPMT	Menards - Hermantown	\$229.54
10699	10/7/2021	BILLPMT	Mid-Hudson Photo ID	\$445.00
10700	10/7/2021	BILLPMT	Minnesota Power	\$23,762.32
10701	10/7/2021	BILLPMT	NAPA Auto Parts	\$332.61
10702	10/7/2021	BILLPMT	Nextera Communications	\$1,251.78
10703	10/7/2021	BILLPMT	Northern Business Products, Inc.	\$854.29
10704	10/7/2021	BILLPMT	Northern States Supply, Inc.	\$44.07
10705	10/7/2021	BILLPMT	Northern Tool & Equipment	\$32.50
10706	10/7/2021	BILLPMT	Peterson, Natalie	\$172.88
10707	10/7/2021	BILLPMT	Praxair Distribution Inc.	\$33.27
10708	10/7/2021	BILLPMT	Reed-Joseph International Company	\$915.00
10709	10/7/2021	BILLPMT	Sam's Club	\$60.00
10710	10/7/2021	BILLPMT	Schindler Elevator Corp	\$1,307.46
10711	10/7/2021	BILLPMT	Shel/Don Group Inc.	\$66.81
10712	10/7/2021	BILLPMT	Sherwin Industries, Inc.	\$925.65
10713	10/7/2021	BILLPMT	Syntech	\$73.00
10714	10/7/2021	BILLPMT	Taylor, Dan	\$204.95
10715	10/7/2021	BILLPMT	Tennant Sales and Service Company	\$1,137.00
10716	10/7/2021	BILLPMT	Timm, Kenneth	\$155.12
10717	10/7/2021	BILLPMT	Voltaire Aviation Inc.	\$2,000.00
10718	10/7/2021	BILLPMT	Walker Display Incorporated	\$35.94
10719	10/7/2021	BILLPMT	Waste Management of WI-MN	\$2,879.53
10720	10/7/2021	BILLPMT	Welch, Ryan	\$111.85
Sub-Total				\$104,736.65
VIOD Check #9442				\$ (592.00)
Total				\$104,144.65


 Airport Director

Airport Authority


 City Treasury

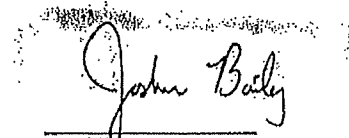
Duluth Airport Authority
DAA Construction Check Register #9-2021
September 23, 2021

Document Number From 10667 To 10669

Document Number	Date	Transaction Type	Payee	Amount
10667	9/23/2021	BILLPMT	1 MediaUSA Adverising Inc	\$500.00
10668	9/23/2021	BILLPMT	1 Short Elliott Hendrickson	\$52,795.62
10669	9/23/2021	BILLPMT	1 Swim Creative	\$17,032.03
Total				<u>\$70,327.65</u>



Airport Director



City Treasury

IV. Correspondence



September 10, 2021

Mr. Tom Werner
Executive Director
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811

Dear Tom,

I wanted to reach back out before the end of the week and touch base once again to clarify my (our) thoughts pertaining to the old Hangar 101 site and logic pertaining to why we think it ought to remain on our campus plan and be reflected as "manufacturing" area/space on the DAA-ALP. We recognize and concur that there is a need for additional GA hangar and related assets on the field and I certainly do not want to take anything away from the import of that effort or ignore the needs there as well. What we do know is what our long-term needs are likely to be, and it remains important for you and the DAA staff to be aware of what we are planning and how we need to have you and the DAA team continue to link arms with us going forward.

Our interest/need in the 101-building site is generated by our use of the area surrounding our current campus setting. The spaces immediately adjacent to the 101 structure are, for all intense and purposes, bordering our current campus structures. To the West we have our telemetry building and our Duluth Service Center. To the North we house aircraft in the Alert Hangars as well as use of the facility for our interim required service effort as we prepare for jet service work in that building. To the South, of course, is our Paint Complex, which as you know is about to undergo extensive expansion beginning next week.

As we consider the 101 site, we recognize that you see other options for GA related hangar space and activities, but our ability to expand our manufacturing campus are much more limited. The expectation at this time is that we will be in need of expansion for several activities that would benefit by use of a new structure on this site, resulting in what I can only imagine will be much more valuable construction than small GA hangars and will further our growth as a company on our home field. Further, we will certainly be employing many more individuals in this project and resulting expansion than would ever be driven by GA hangar space.

Rest assured, we are more than happy to engage as we have discussed to consider alternatives and the other potential uses I know you have in mind. This is not intended to be an exhaustive treatise on topic, or any kind of mandate or demand. We merely want to be absolutely clear that we believe, in our opinion anyway, that the highest and best use of this site remains as a critical growth option for our campus and our expansion.

I look forward to continuing our conversation about the plans and use you and the DAA team see as your highest and best use options and discussing how we can come to an agreement for its most meaningful use going forward.

Thanks for your time and consideration here.

Sincerely,

William T King
Executive Director, Government Relations & Special Projects

United to end Rochester flights to Denver after a year

Jeff Kiger, Post-Bulletin, Rochester, Minn.

Fri, September 24, 2021, 12:16 PM

Sep. 24—After just a year of offering nonstop flights from Rochester to Denver, United Airlines is grounding the flights for good as well as ending its relationship with the Rochester International Airport.

The Denver flights started on Oct. 1, 2020, and they will end on Oct. 31.

This is a major setback for the Rochester airport, which had pursued direct flights to Denver for many years. It was a \$750,000 Small Community Air Service Development Program grant from the U.S. Department of Transportation for a "revenue guarantee and marketing program to attract new service to Denver, Colo., on United Airlines."

Without additional financial subsidies, United decided the flight was not sustainable. That is despite the airport's claim that the Denver flight was the most popular of Rochester flights and a United spokesman's claim in August that there was "really strong support" for the Denver flights.

"This is very difficult news for our community," said airport executive director John Reed in an announcement. "We share in the disappointment at the loss of this route. The ongoing effects of the pandemic continue to impact the air travel industry and airlines are making decisions to terminate flights in communities across the country."

This comes on the heels of United's announcement that it is ending its Rochester to Chicago flights this month. That means United will have no presence in Rochester.

United's departure leaves the airport served by just Delta and American Airlines. Sun Country Airlines are scheduled to start flights to Phoenix in February.

This withdrawal by United is a blow to the Destination Medical Center campaign to make Rochester International Airport into a bustling hub bringing in patients for Mayo Clinic.

In October, Lisa Clarke lauded the Denver flights as an example of an airline "doubling down" on Rochester.

"This will send a message to the market, send a message to the state of Minnesota, send a message to the nation and the world, that we are still in this game and we continue to move forward as the world's premier destination medical center," exclaimed the then-executive director of the Destination Medical Center Economic Development Agency from behind a podium in the airport terminal.

Mayo Clinic founded Rochester's first airport in 1928. While the City of Rochester owns the airport, Mayo Clinic is contracted to manage it via its Rochester Airport Co. firm. In 2018, Mayo Clinic reported \$3.76 million in income from the airport company.

After Mayo Clinic required its employees to use the local airport for work travel, it tallied a record 371,615 passengers in 2018.

Mary Ann Wittkop

From: Don Monaco <donm@monacoairduluth.com>
Sent: Friday, October 1, 2021 9:11 AM
To: Tom Werner; craig.fellman
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)'; todd.fedora; 'Steve Overom (soverom@overomlaw.com)'; Mary Ann Wittkop
Subject: September, 2021 Monaco Air Foundation Report

Tom and Craig,

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

Summary of September, 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 consider.

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
donm@monacoairduluth.com
www.monacoairduluth.com

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

IN THE MATTER OF:

Docket No. 61
Order No. 638

The approval of zoning regulations for
the Duluth International Airport

**FINDINGS, CONCLUSIONS AND
ORDER**

FINDINGS

1. The Joint Airport Zoning Board of the Duluth International Airport has drafted the "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record including a detailed analysis that explains how the proposed custom airport zoning regulations addressed the factors listed in Minnesota Statutes, Section 360.0656, Subd. 1 to provide a reasonable level of safety.
2. The Joint Airport Zoning Board of the Duluth International Airport provided notice to the commissioner of their intention to establish and adopt a custom airport zoning ordinance under the regulations of Minnesota Statutes, Section 360.0656.
3. A public hearing on the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was held on September 24, 2020 giving parties in interest and citizens an opportunity to be heard. Notice of this hearing was published three times during the period between 15 days and 5 days before the hearing in an official newspaper, a second newspaper of wide circulation in the area affected by the proposed regulations and on the Joint Airport Zoning Board's website. No notices were published in the legal section of either newspaper.
4. Notice was sent by mail at least 10 days before the hearing to persons and landowners where the location or size of a building, or density of population, will be regulated, and to persons or municipalities that had previously requested such notice.
5. A copy of the notice and a list of the owners and addresses to which the notice was sent was attested to by the responsible person and made a part of the records of the proceedings.
6. The Joint Airport Zoning Board of the Duluth International Airport submitted the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record to the commissioner for review on November 10, 2020.
7. The commissioner examined the proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and, within 90 days of receipt of the proposed regulations, objected on the grounds that the proposed regulations did not provide a reasonable level of safety.

8. The Joint Airport Zoning Board of the Duluth International Airport responded to the objections of the commissioner and submitted a revised "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" and supporting record to the commissioner for review on August 11, 2021.
9. A second public hearing on the revised "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was held on July 21, 2021 giving parties in interest and citizens an opportunity to be heard. Notice of this hearing was published three times during the period between 15 days and 5 days before the hearing in an official newspaper, a second newspaper of wide circulation in the area affected by the proposed regulations and on the Joint Airport Zoning Board's website. No notices were published in the legal section of either newspaper.
10. Notice was sent by mail at least 10 days before the hearing to persons and landowners where the location or size of a building, or density of population, will be regulated, and to persons or municipalities that had previously requested such notice.
11. A copy of the notice and a list of the owners and addresses to which the notice was sent was attested to by the responsible person and made a part of the records of the proceedings.
12. The proposed "DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE" was made available for public inspection on the Duluth International Airport website from July 6, 2021 to the date of the hearing.

CONCLUSIONS

1. Adoption of the proposed “DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE” is necessary for both the operation of the Airport and the safety of both the public frequenting that airport and the occupants of land in its vicinity.
2. The proposed “DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE” and supporting record evaluate the criteria under 360.0656, Subd. 1 and provide a reasonable level of safety.
3. A bona fide effort to comply with the requirements of Minnesota Statutes, Section 360.065, Subd. 1, was made prior to the approval of the proposed “DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE”.

Based upon the foregoing Findings and Conclusions, the substantial evidence contained in the record, and the applicable law, the Director of the Office of Aeronautics of the Department of Transportation of the State of Minnesota, issues the following:

ORDER

The proposed “DULUTH INTERNATIONAL AIRPORT ZONING ORDINANCE” is hereby approved.

**BY ORDER OF THE DIRECTOR OF THE
OFFICE OF AERONAUTICS OF THE DEPARTMENT OF TRANSPORTATION
OF THE STATE OF MINNESOTA**

**Cassandra
Isackson**

Digitally signed by Cassandra
Isackson
Date: 2021.09.24 08:57:54
-05'00'

Cassandra Isackson
Director Office of Aeronautics
Minnesota Department of Transportation

DATE: _____



NEWS RELEASE

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 Public Workshop & Hearing

DULUTH - The Duluth Airport Authority (DAA) will hold a Public Information Workshop and Public Hearing on **November 2, 2021** for the Part 150 Noise Compatibility Study Update it is currently conducting. The **Public Workshop** will occur from **6:00 p.m. to 7:00 p.m.** and the **Public Hearing** will occur from **7:00 p.m. to 8:00 p.m.** The public workshop/hearing will be held at the following location:

Duluth International Airport
Amatuzio Conference Room
4701 Grinden Drive
Duluth, MN 55811

Free validated parking in surface lots

Due to current Federal order, all attendees are required to wear a mask at this event

The workshop/hearing can also be viewed online, visit the study website to pre-register on the study website for online viewing of the workshop/hearing.

The purpose for conducting this Noise Compatibility Study at Duluth International Airport (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.

For this workshop/hearing, the materials presented will describe the Existing (2020) and Future (2026) Noise Exposure Maps (NEMs), incompatible land uses and the recommended land use mitigation measures within the DLH NCP and associated estimated costs. Printed copies of the draft document will be available at the workshop/hearing for public review. Digital copies of the draft document will be available for review on the study website beginning October 25, 2021. Printed copies of the draft document will also be available at the DAA Administrative Offices (Please call 218-727-2968 to set up an appointment) and the Hermantown City Hall for review.

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 Public Workshop/Hearing and provide input, ask questions, and gain an understanding of the scope and purpose of the study.

Written and oral public comments will be accepted at the workshop/hearing and will be included in the final documentation. Public comments on the Noise Compatibility Study Update and draft documentation will be accepted until November 26, 2021 at 6:00 p.m. Comments can also be submitted via the internet at:

STUDY WEBSITE: <https://DuluthAirport.com/noise-study/> **OR EMAIL:** DAA@DuluthAirport.com

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](https://www.facebook.com/duluthairport).



September 21, 2021

Ms. Joelle Bodin
Director of Finance & Administration
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811

Dear Joelle:

Thanks for the phone call today. Per our conversation, Republic sincerely appreciates DAA's offer to reduce this current contract year's MAG to \$675,000. With this MAG and based upon the concession percentages we've paid to date, our operating expenses, the concession percentages we expect to pay for the remainder of the contract year, and the expected total parking revenue, we will be able to be close to break even for the current contract year.

However, as we discussed, our issue remains with the previous contract year. We appreciate the Authority's offer to reduce the MAG to \$75,000. With only \$542,086 in total parking revenue, our percentages payment to the Authority last year was \$424,326. Together with our operating expenses, we incurred a loss last year. A \$75,000 MAG payment would increase our loss even further.

After a review of your offer as detailed in your September 7, 2021 letter with our executive team, we are requesting the Authority to reduce the \$75,000 by 50% with Republic paying the DAA \$37,500 for the previous contract year's MAG.

If the Authority can agree to this, Republic will still have a net loss in the previous contract year, but likely break even in the current contract year. This avoids two straight years of losses. It is our hope that we can reach an amicable agreement on this issue which will allow us to continue serving DLH into a subsequent contract year beginning February 1, 2022.

We are optimistic the economy and flight service will continue to improve and would very much like to continue serving DLH. I look forward to speaking with you again. In the meantime, please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Bob Linehart". The signature is fluid and cursive, with the first name "Bob" being more prominent than the last name "Linehart".

Bob Linehart
Executive Vice President
Airport Services



DULUTH AIRPORT AUTHORITY

October 1, 2021

Bob Linehart
Executive Vice President
Reef Parking
633 Chestnut Street, Suite 2000
Chatanooga, TN 37450

Dear Mr. Bob Linehart:

Following our conversation and your letter dated September 21, 2021, we reviewed the information provided in your request.

We conditionally approve the MAG reduction of the MAG for the February 1, 2021, through January 31, 2022 contract year to \$675,000 from the contract amount of \$750,000. We will also conditionally accept your counteroffer to pay \$37,500 to the DAA provided the \$37,500 is received by the DAA within 15 calendar days (October 15th, 2021) and the board approves this at the board meeting held on October 19th, 2021.

The total MAG unpaid was \$330,923.82. At this time, the outstanding amount owed by Reef Parking to the DAA is \$308,830.82. The CRRSA concessionaire relief amount of \$22,092.98 was applied to January 2021 for fees already paid and the January 2021 payment received was applied to the 2020 unmet MAG balance.

If the above offer is approved by the board and the \$37,500 payment is received by October 15th, 2021, the remaining \$271,330.82 MAG for the February 1, 2020, through January 31, 2021, agreement period will be waived.

Sincerely,

Joelle Bodin, C.M.
Director of Finance
Duluth Airport Authority

Resolution to Accept and Approve COVID Relief Airport Rescue Grant (ARPA) grant in the amount of \$2,355,321 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.

TERMS:

- Grant Amount: \$2,355,321
- This is a grant for Duluth International Airport
- Funds are available until September 30, 2024 and must be obligated by that date.

ARGUEMENT OVERVIEW (CONTEXT):

- On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (Public Law 117-2) (ARPA). Section 7102 of ARPA provides approximately \$8 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.
- Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- The DAA has not yet received the official grant and is requesting prior approval so that once it is received it can be signed immediately.

Prepared by: Joelle Bodin

Resolution to Accept and Approve COVID Relief Airport Rescue Grant (ARPA) Concessionaire Relief grant in the amount of \$133,243 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.

TERMS:

- Grant Amount: \$133,243
- Funds are available until September 30, 2024, and must be obligated by that date.

ARGUEMENT OVERVIEW (CONTEXT):

- On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (Public Law 117-2) (ARPA). Section 7102 of ARPA provides approximately \$8 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.
- The DAA will receive Sponsors receive 2 allocations to provide relief to small airport concessions and large airport concessions, respectively.
- DAA staff has already prepared the plan for use of the concessionaire relief and is awaiting the official grant prior to bringing in front of the board for approval.
- The DAA has not yet received the official grant and is requesting prior approval so that once it is received it can be signed immediately.

Prepared by: Joelle Bodin

Resolution to Accept and Approve COVID Relief Sky Harbor Airport Rescue Grant (ARPA) grant in the Amount of \$32,000 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Grant Agreement, Assurances, Related Documents, and Any Amendments.

TERMS:

- Grant Amount: \$32,000
- This is a grant for Sky Harbor Airport
- Funds are available until September 30, 2024 and must be obligated by that date.

ARGUEMENT OVERVIEW (CONTEXT):

- On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (Public Law 117-2) (ARPA). Section 7102 of ARPA provides approximately \$8 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.
- Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- The DAA has not yet received the official grant and is requesting prior approval so that once it is received it can be signed immediately.

Prepared by: Joelle Bodin

Resolution to approve the 2022 Rates & Charges Addendum

OVERVIEW:

- Annually DAA staff reviews the referenced Rates and Charges Addendum and recommends additional rates to be added or rate increases where necessary.
- The airline rates and charges model calculates a recommended rate for the airlines. For 2022 COVID relief funding is being used to keep rates at a 5% increase. The only rate which is different from the September draft is the “Per Use Fee” as United provided estimated operations activity which brought the rate down.
- DAA staff used recommendations provided by Landrum & Brown as a part of the Master Planning process.
- DAA staff met with FBO to discuss rates which affect their business and make reasonable recommended increases.

Prepared by: Joelle Bodin, Finance Director



DULUTH INTERNATIONAL AIRPORT

2022 Rates and Charges Addendum

Effective January 1, 2022 - To Be Adopted October 19, 2021

Passenger Terminal Fees	Airline Leased Premises	\$23.07	
(Per Square Foot)	Non-Airline Terminal Tenant Rate (Reference Per Agreement)	\$41.08	
Aircraft Landing Fee (Per 1,000 lbs MGLW)	Signatory Carrier	\$2.08	
	Non-Signatory Carriers (125% more)	\$2.60	
	Transient	\$0.96	
	FBO Tenant	\$0.00	
Per Use Fee	Non-Signatory Carriers (125% more)	\$563.56	
International Arrivals Facility	Less than 50,000 lbs. MGLW	\$75.00	
Per Use Fee	50,001-175,000 lbs. MGLW	\$175.00	
	175,001 lbs. MGLW and above	\$275.00	
Commercial Aeronautical Application Fee	Per application fee for commercial aeronautical operations	\$100.00	
Terminal Ramp Aircraft Parking Fees	Signatory Carrier	\$0.00	
Non-Terminal FBO Charged		<u>Per Night</u>	
Aircraft Parking Fees	<u>Category by MGLW (lbs.)</u>	<u>(24 hour period)</u>	<u>Per Month (Calendar)</u>
(Per 1,000 lbs MGLW)	12,499 & Under	\$15.00	\$120.00
	12,500 - 49,999	\$63.00	\$504.00
	50,000 - 99,999	\$125.00	\$1,000.00
	100,000 & Over	\$256.00	\$2,048.00
Exclusive Use Cargo Ramp Fee			<u>Per Month (Calendar)</u>
	Per calendar month exclusive use cargo ramp fee		\$1,549.68
Passenger Facility Charge (PFC)	\$4.50 Per enplaned commercial passenger, Per FAA Approved PFC Application		
DAA Owned Hangar Rental Rates (Per Each)	<u>Hangar Type</u>		<u>Per Month (Calendar)</u>
	West T-Hangars*		\$186.00
\$50 Discount if paid in full by January 31 of lease year.	East T-Hangars		\$186.00
	East Ranch Hangars*		\$237.00
	Other	Set by Lease Agreement	
Fuel Flowage Fee	FBO Charged In-to Plane Fee (Increased annually be CPI, no decreases)	\$0.040	
(Fee Per Gallon)	FBO Charged Aviation, Heating & Auto Fuel Fee	\$0.09	
	Fee Per Gallon - Other Airport Operator	Set by Operator Agreement	
Parking Fees & Permits			
(Includes Tax)	0-1 Hour		\$3.00
	1-2 Hours		\$5.00
	2-6 Hours		\$9.00
	6-24 Hours (Daily)		\$13.00
	Weekly		\$78.00
	Corporate Surface Permit (Annual)		\$1,200.00
	Corporate Garage Permit (Annual)		\$2,000.00
	Airport Employee Tenant Permit (Annual)		\$96.00
	Airline Crew Overnight Permit (Monthly or Annual)	\$51.00	\$612.00
	Tenant Commercial Parking Agreement (Monthly or Annual)	\$250.00	\$3,000.00



DULUTH INTERNATIONAL AIRPORT

2022 Rates and Charges Addendum

Effective January 1, 2022 - To Be Adopted October 19, 2021

Commercial Vehicle Fees & Permits (Includes Tax)	Taxi/Limo/Hotel Shuttle Permit (Annual)	\$200.00	Per Each Vehicle	
	Passenger Shuttle Service Permit - Reqs. Operator Agreement (Annual)	\$500.00	Per Each Vehicle	
	Transportation Network Company Permit (Annual)	\$1,500.00	Per Company	
	Transportation Network Company Per Trip Fee	\$1.50	Per Pick- Up & Drop Off	
Ground & Commercial Vehicle Violations	Airport Employee Parking Violation		TBD	
	Commercial Vehicle Violation		\$100.00	
Business Services Club Pass (Sponsorship Agreement Passes not included)				
	Per Pass Fee to Access Business Services Club Room		\$150 per pass	
Conference Room/Space Rates & Fees (20% Discount for Airport Terminal Tenants)	<u>Room/Space</u>	<u>0-2 Hours</u>	<u>2-4 Hours</u>	<u>4-8 Hours</u>
	2nd Floor Mezzanine	\$200.00	\$250.00	\$350.00
	2nd Floor Conference Room - Room 250	\$50.00	\$75.00	\$100.00
	3rd Floor Conference Room - Amatuzio A	\$100.00	\$150.00	\$200.00
	3rd Floor Conference Room - Amatuzio B	\$75.00	\$150.00	\$200.00
	3rd Floor Conference Room - Amatuzio C	\$75.00	\$150.00	\$200.00
	3rd Floor Conference Room - Amatuzio A&B	\$125.00	\$175.00	\$250.00
	3rd Floor Conference Room - Amatuzio B&C	\$125.00	\$175.00	\$250.00
	3rd Floor Conference Room - Amatuzio A,B,C	\$150.00	\$200.00	\$300.00
	Technology Capability	\$25.00	\$50.00	\$75.00
Badging Fees (All fees to be paid regardless of whether badge is issued)	SIDA & Sterile Badge			\$200.00
	AOA Badge			\$125.00
	Landside Badge			\$65.00
	AOA Renewal			\$65.00
	SIDA & Sterile Renewal			\$115.00
	AOA Renewal (Past Expiration)			\$125.00
	SIDA Renewal (Past Expiration)			\$175.00
	Incomplete			\$100.00
	Lost or Non-Returned Badge			\$125.00
	Construction Badge Additional Handling Fee			\$50.00
SIDA Violations	1) First Offense - \$50.00 and retraining			
	2) Second Offense - \$100.00, 10-day SIDA badge suspension and retraining			
	3) Third Offense - SIDA badge revocation (for a minimum of twelve months)			
	DAA reserves the right to revoke SIDA badge and not reissue based on violation investigation			
Airport Car Rental Customer Facility Charge (CFC)	Rental Car Transaction Per Day Charge for up to Maximum of 4 Days			\$4.00



DULUTH AIRPORT AUTHORITY

2022 Annual Budget

Financial Row	Annual Budget 2022
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$10,800
Concession Revenue	\$1,778,389
Customer Facility Charges	\$280,932
Miscellaneous Revenues	\$52,000
Parking	\$121,099
Permits	\$8,000
Plowing Services	\$0
Reimbursed Expenses	\$40,965
Rent	\$245,114
Sponsorship Income	\$70,000
State Aid	\$299,881
Total - Non-Aeronautical Revenue	\$2,907,180
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$69,375
Concession Revenue	\$103,640
Event Income	\$33,100
Landing Fees	\$32,275
Ramp Fees	\$18,596
Rent	\$1,124,982
Security Reimbursement	\$97,500
Tie Downs	\$6,000
Total - Non-Passenger Aeronautical Revenue	\$1,485,468
Passenger Airline Aeronautical Revenue	
Landing Fees	\$298,744
Terminal Office/Space Rental	\$937,574
Total - Passenger Airline Aeronautical Revenue	\$1,236,318
Total - Income	\$5,628,966
Gross Profit	\$5,628,966
Expense	
Miscellaneous Expenses	\$36,670
Personnel Compensation & Benefits	
Benefit Administration Fees	\$725
Employer Contributions for Retirement	\$238,066
Employer Paid Insurance	\$410,877
Retiree Benefits	\$162,888
Unemployment Compensation	\$0
Wages & Salaries	\$1,780,256
Worker's Compensation	\$47,000
Total - Personnel Compensation & Benefits	\$2,639,812
Services and Charges	
Advertising	\$1,850
Badging	\$12,200
Central Services Fee	\$48,000
Communications & Technology	\$192,297
Contingency Expense	\$20,000
Employee Development Services	\$77,490
Employee Physicals	\$2,500
Finance Charge	\$0
Insurance	\$102,550
Marketing	\$181,486
Professional Services	\$429,700

Rentals	\$13,680
Repairs and Maintenance - Contractual/Services	\$521,425
Sponsorship Expenses	\$8,000
Transportation	\$4,150
Utility Services	\$511,879
Total - Services and Charges	\$2,127,207
Supplies	
Merchandise for Resale	\$55,500
Office Supplies	\$81,115
Operating Supplies	\$199,090
Repairs & Maintenance Supplies	\$338,490
Total - Supplies	\$674,195
Total - Expense	\$5,477,884
Net Ordinary Income	\$151,083
Other Income and Expenses	
Other Income	
Non-Operating Revenue	
Gain/Loss on Asset Disposal	\$0
Interest Income	\$37,493
Passenger Facility Charges	\$555,513
Total - Non-Operating Revenue	\$593,006
Total - Other Income	\$593,006
Other Expense	
Non-Operating Expense	
Interest Expense	\$285,512
Total - Non-Operating Expense	\$285,512
Total - Other Expense	\$285,512
Net Other Income	\$307,494
Net Income Exclusive of Project Expenses, Depreciation & Amortization	\$458,576

Projects/Grants	
Capital Contributions	
Contributed Capital	
Other	\$907,964
Total - Contributed Capital	\$907,964
Grants	
COVID Relief	\$1,082,668
Federal Grants	\$9,151,898
State Grant	\$1,713,854
Total - Grants	\$11,948,420
Total - Capital Contributions	\$12,856,383
Total - Projects/Grants	\$12,856,383

Capital Improvement Costs	\$12,755,311
Loan Principal	\$890,000
CFC's Reserved for Approved Projects	\$79,663
Coverage for Hangar 103 Amortization	\$75,000
PFCs To be Collected In the Future	(\$485,016)

Positive (Negative) Budget Variance	\$0
--------------------------------------------	------------

Depreciation & Amortization	
Amortization Expense	(\$227,319)
Depreciation	(\$10,875,483)
Total - Depreciation & Amortization	(\$11,102,803)
Net Income	\$2,212,157



2022 BUDGET ASSUMPTIONS

MAJOR TAKE AWAYS:

- Nearly \$1.1M in COVID relief funds is planned to be used to keep budget at a 0 base.
- Our expected annual debt service in 2022 for all long-term debt is \$1.1M.
- 5% rate increase to Signatory Airline rates has been proposed and many other rates are being updated as well.
- Passenger related concession revenue was estimated to be 85% of 2019. Other revenues were determined based on current activity and contracted rates.
- Expenses were evaluated and updated using priority-based budgeting.
- Strategy to utilize relief funds during 2022 has been identified to allow the DAA staff to tackle deferred maintenance and outstanding projects.

OPERATING REVENUE:

Non-Aeronautical Revenue:

- Concession projections were determined using an estimated 85% reduction in passengers to scale down 2019 actual figures for each line item.
- Actual income assumed per individual rental/lease contracts.

Non-Passenger Aeronautical Revenue:

- Landing Fees and concessions were projected using three-year averages with more weight placed on 2020 trend data.
- Actual income assumed per individual rental/lease contracts.

Passenger Airline Aeronautical Revenue:

- Proposed 5% adjustment to rates.
- Used activity date provided by airlines to project landings.
- Included Sun Country activity, less incentives offered during initial 2-year period.
- Assumed relief funds will continue to offset reductions in other revenue streams to subsidize Airline rates.

OPERATING EXPENSES:

Central Services/City Admin Fee:

- Assumed an increase on current annual fee of about 2.8k as fee has remained unchanged for several years.

Personnel Compensation & Benefits:

- Operations staff is increased by 1.5 positions from 2021 to support.
- Assumed actual wages after step increases with estimated negotiated increase in wages for all CBA & Management employees.
- Assumed no increase in health benefit costs as per recommendation from Hays.
- Retiree insurance premiums substantially increase with new retirees added to plan.
- Work comp benefit payments as well as insurance premiums are included in this figure.

Utilities:

- Assumed similar usage to last year, with mild CPI for larger building utility expenses.

Professional Services:

- Increase in professional services necessary for upcoming airline negotiations, etc.

Customer Service:

- Includes Thanks Again operating costs and prepaid comps.

Travel/Training:

- Each department projected travel and training.
- New employee training has led to an increase in this area.

Supplies:

- Operating and repair and maintenance supplies have increased to support deferred maintenance initiatives.
- Increased cost of contractual services due as well as anticipated additional IT expenses.

All Other: Based on current year as well as historical trends and estimates

SKY HARBOR:

Sky Harbor Revenues: Reviewed trends and averages from previous three years

- Land/Field Rent: Based on 2021-2022 actual leases
- Concessions: Estimated based on expected activity
- Av Gas Sales: Projected to be down from previous years
- Hangar Rental: Based on current rental agreements
- State Aid M&O: Assumed same as 2020-2022 state fiscal year

Sky Harbor Expenses: Based on trends and averages from years

- COGS: Decreased aviation fuel costs, due to projected decrease in sales due to Lake Country Air decrease in activity.

LONG-TERM LIABILITIES:

- We currently have three loans from the City which were funded with a GO Bond issuance.
 - The first was for terminal/parking structure expenses and has a payback to the city using PFCs, CFCs and DAA operating dollars.
 - Generally, over 50% of our current annual collections of PFCs and CFCs are used to pay this debt service, leaving less than 50% for our upcoming projects. During COVID nearly 100% of our collection will go to pay debt service.
 - This was a 15-year loan, which goes through 2026.
 - Payback of the operating share of this loan is expected in November 2021 and a new schedule will be shared.
 - The second was to fund our parking structure and has a payback using parking lot revenues.
 - At EOY we must use our parking revenues, less expenses, and deduct \$800,000 which is dedicated to previous airport operations.
 - What's left is used to pay our debt service and then 80% will be deposited into a contingency fund at the city to make future payments if necessary.
 - This is a 15-year loan, which goes through 2027.
 - The third loan funded renovations to LSC's Center for Advanced Aviation. Rent revenues pay the annual debt service plus 5% over levy.
 - This is a 15-year loan, which goes through 2030.
- Our expected annual debt service for 2022 for all of our long-term debt is over \$1.1M.

Resolution to approve the write-off of an accounts receivable balance of \$271,330.82 for Republic Parking per operating policy #23 due to the COVID-19 pandemic Effect on Parking Lot Revenues.

Issue: Republic Parking had a minimum annual guarantee in their contract of \$750,000 for the contract period of February 1, 2020 to January 1, 2021. Due to the COVID-19 Pandemic parking revenues were substantially less than the minimum annual guarantee. DAA staff met with a couple of board members to work through the process of determining what the DAA could accept, the below is a summary of the events.

Summary:

- 3/20/20: Republic requested the minimum annual guarantee be waived for three months.
- 12/14/20: Republic requested to pay only the percentage of sales instead of the minimum annual guarantee.
- 8/23/21: Received a Letter from Republic requesting DAA to only pay the percentage of sales vs the minimum annual guarantee and to reduce the minimum annual guarantee for the future period, as the DAA would be requesting the parking contractor to pay “more than \$300,000” the contractor didn’t collect due to the pandemic.
- 9/7/2021: DAA recommended a decrease in 2021-2022 minimum annual guarantee to \$675,000 and payment of \$75,000 to the DAA.
- 9/21/21: Received a letter from Republic agreeing to reduce the current contract year minimum annual guarantee to \$675,000. Requested to pay 50% of what the DAA offered for a total of \$37,500. Republic states they still operated at a loss for the 2020-2021 contract year.
- 10/1/2021: DAA staff sent a letter to Republic accepting the reduction of the minimum annual guarantee for the period of 2021-2022 as well as the payment of \$37,500 pending DAA Board approval.
- 10/12/2021: DAA received payment of \$37,500.

Prepared By: Joelle Bodin

**REPUBLIC PARKING SYSTEM, LLC
AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT
AMENDMENT 1**

Overview: Amendment is to reduce the Minimum Annual Guarantee (MAG) outlined in the contract. The MAG will be reduced to \$675,000 for the period of time from February 1, 2021 to January 31, 2022.

All other terms remain unchanged.

**REPUBLIC PARKING SYSTEM, LLC
AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT
AMENDMENT 1**

THIS AMENDMENT is entered into by and between the DULUTH AIRPORT AUTHORITY hereinafter called "Authority," and Republic Parking System, LLC hereinafter referred to as "Operator".

WHEREAS, on January 17, 2017, Operator and the Authority entered into an Airport Parking Facilities Management Agreement pursuant to which Operator is authorized to operate and manage parking of motor vehicles at certain parking facilities serving the Duluth International Airport.

WHEREAS, both parties desire to amend the AGREEMENT in order to reduce the Minimum Annual Guarantee (MAG) for the period of time from February 1, 2021 to January 31, 2022 as provided for in **SECTION 5 (A AND B)** of the Agreement.

NOW THEREFORE, the parties do mutually agree as follows:

The MAG will be reduced from \$750,000 to \$675,000 for the period of time from February 1, 2021 to January 31, 2022. All other requirements of agreement remain unchanged.

DATE:_____

DULUTH AIRPORT AUTHORITY

REPUBLIC PARKING SYSTEM, LLC

By: _____
President

By:_____

By: _____
Secretary

Its:_____

AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT FOR THE DULUTH INTERNATIONAL AIRPORT

This Airport Parking Facilities Management Agreement (hereinafter referred to as "Agreement") is made and entered into this 17th day of January 2017, by and between the Duluth Airport Authority ("Authority"), and Republic Parking System, LLC. (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, Authority operates the Duluth International Airport, Duluth, Minnesota, having public parking facilities serving the airport terminal; and

WHEREAS, Operator is an experienced operator and manager of parking facilities for motor vehicles; and

WHEREAS, Authority and Operator desire to enter into an Agreement whereby Operator will operate and manage parking of motor vehicles at certain parking facilities serving the Duluth International Airport pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is mutually agreed between the parties hereto as follows:

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

- A. Agreement shall mean this Airport Parking Facilities Management Agreement.
- B. Airport shall mean the Duluth International Airport located in and adjacent to the City of Duluth, County of St. Louis, State of Minnesota.
- C. Airport Terminal shall mean the main terminal building at the Airport currently existing as of the date of execution of this Agreement.
- D. City shall mean the City of Duluth, Minnesota.
- E. Consent of Approval of Authority shall mean the consent or approval in the form of a resolution approved by Authority as provided for by law and its bylaws.
- F. Consent of Executive Director shall mean a written document signed by the Executive Director.
- G. Executive Director shall mean the Executive Director of the Authority or his/her designee.

H. Exit Plaza shall mean an area near exit booth(s) used as a means of egress from the parking garage and surface lots. The Exit Plaza includes but is not limited to the canopy, automated parking equipment, paystations, gate arms, and booth(s).

I. Full-time Equivalent or FTE shall mean employment positions at the Premises providing 1,820 hours of employment per year.

J. Gross Revenue (herein after referred to as "Gross Revenues") shall mean all funds collected by the Operator for the parking and storage of motor vehicles whether on an hourly, daily, or weekly basis, less all validations, refunds, discounts, and allowances and less any sales tax, use tax, excise tax, gross receipts tax, parking tax, or any other tax or charge collected by the Operator on behalf of or payable to the tax collector (collectively "Sales Tax"). Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Revenue collected by the Operator. Gross revenues do not include annual parking contracts issued directly by the Authority.

K. Improvements shall mean all items located on or within the Premises or affixed thereto, provided, purchased or used by Operator, including, but not limited to, revenue control equipment and structures, wiring and signs.

L. Parking Control Islands shall mean any cement curbing used for vehicle control, ticket dispensing, gate arm mechanisms, and/or paystation locations.

M. Premises shall mean the parking garage and surface parking lots at the Airport more particularly shown on Exhibit A attached hereto and incorporated herein to include:

Parking garage – 219 spaces
Surface Lot– 656 spaces

2. OPERATION OF THE PREMISES: The Premises together with any equipment and Improvements thereon shall be used by Operator solely as a public parking facility for motor vehicles and any other purpose or purposes incidental thereto, including but not limited to the right to place any personal property or trade fixtures necessary for such purposes on the Premises. In addition to the Premises, Operator shall have the right of ingress onto and egress from the Premises by motor vehicles from the Airport Terminal access road during the term of and under the covenants and conditions contained in this Agreement.

Operator shall institute revenue control procedures for the public parking facilities including where necessary (i) procedures to control ingress and egress to the Premises, (ii) procedures for collection of proper fees in accordance with the approved parking rate schedule in effect, and (iii) staffing uniformed attendants, trained and disciplined to perform their duties in an efficient and courteous manner.

Provided that Operator abides by all the terms and conditions hereof, Authority shall not during the term of this Agreement permit the operation of a public parking facility at the Airport Terminal by any other party other the Operator and/or the Authority itself.

3. TERM: Base Term- Operator will enter into a five (5) year Agreement commencing on February 1, 2017 and terminating on January 31, 2022.

A) OPTION TERM- In addition to the Base Term identified above, three (3) additional one (1) year Option Terms commencing on February 1ST of each year will be offered and exercisable upon mutual agreement. The Parties must agree and exercise any Option Term a minimum of one hundred eighty (180) days prior to expiration of the Base Term or any executed Option Term of this Agreement. If any Option Term is not exercised in the timeframe identified, this Agreement will terminate on the Base Term or any executed Option Term(s) expiration date identified with no further obligation on the part of either party beyond the Base Term or executed Option Term termination date.

B) HOLDOVER- The Operator, at the sole discretion of the Authority, may be required to Holdover in the event that the succeeding Agreement is not in place at the expiration of the Base Term or any executed Option Term(s). The Operator shall continue on a month-to-month basis for a period not to exceed six (6) calendar months and such continuation shall be under the terms and conditions contained in the Agreement. The Authority has the right to terminate the Holdover upon thirty (30) days written notice without cause. Notwithstanding the definition of the term "Fee" found in Section 5 in this Agreement, during the holdover period, the term "Fee" shall mean the Percentage Fee.

4. HOURS OF OPERATION: The parking management program shall be staffed 4:30 am until 1:00 am, or until after the last evening arrival, 365 days per year as needed to accommodate all customers utilizing the parking facilities. The exit booth will be staffed from one (1) hour prior to the first scheduled departure until one (1) hour following the last arrival or the hours stated above, whatever is required to meet the customer needs. Notwithstanding the above, the Operator must have staff available at all times with a response time of no more than one (1) hour upon call. The call procedure will be coordinated between the Operator and the Authority.

5. PAYMENT OF FEES: Operator hereby agrees to pay Authority the greater of the following Minimum Annual Guarantee fee (the "MAG") or percentage concession fee (the "Percentage Fee") which may be due hereunder (the greater of the MAG and the Percentage Fee hereinafter referred to as the "Fee"), computed for each year of the Term and any exercised Option Term(s) of this Agreement:

A. CONCESSION FEES AND MINIMUM ANNUAL GUARANTEE ("MAG") FEE: The MAG for the first year shall be nine hundred sixty-three thousand dollars (\$963,000). For each subsequent year of the Agreement, the MAG will be calculated at ninety percent (90%) of the previous year's actual net payment to the Authority with a maximum MAG in any year of \$1,070,000. In no event shall the MAG due to the Authority during the Term and any exercised Option Term(s) be less than the first year's MAG except for the conditions outlined below.

If for any reason, the annual revenue falls below \$1,200,000 the MAG shall be lowered to \$750,000 until such time as annual revenue is greater than \$1,200,000. During the period in which annual revenue is below \$1,200,000, Operator will continue to pay the Authority the specified percentage concession fees as described in paragraph B outlined below.

B. The Percentage Fee shall be computed as a percentage of annual Gross Revenues:

70% of annual Gross Revenues between \$0.00 and \$200,000
80% of annual Gross Revenues between \$200,001 and \$400,000
87.5% of annual Gross Revenues between \$400,001 and \$600,000
90% of annual Gross Revenues between \$600,001 and \$1,000,000
92% of annual Gross Revenues above \$1,000,001

C. Operator shall pay to the Authority monthly the Percentage Fee based on the monthly Gross Revenues at the appropriate rate schedule. The first monthly installment shall be due on March 15, 2017 and shall be due on the 15th of the month every month thereafter through the Term and any exercised Option Term(s). Within forty-five (45) days after the end of each contract year, there shall be a reconciliation report prepared by and signed by an Officer of the Operator. The parties will compare the total Percentage Fee paid compared to the MAG and if the amount due is greater than the MAG, Operator will pay the balance due within fifteen (15) days.

6. REPORTS AND RECORDS: Concurrently with each monthly installment, Operator shall provide a detailed monthly statement of Gross Revenues derived for the preceding month for operation and management of the Premises, said report to be in a form acceptable to the Authority. Operator agrees that during the term of this Agreement it will maintain, under and in accordance with accepted accounting practices, a complete and accurate set of books, records, dates of its parking receipts including daily revenue and shift reports, bank deposit slips, tickets, license plate inventory, accounts and cash register tapes showing all Gross Revenues collected by Operator under this Agreement and all taxes and other deductions affecting said Gross Revenue. The Operator shall submit to Authority monthly activity reports which shall include the number of parking tickets collected by type; the dollar value of all revenue collected and the number and value of non-paying exits. All such books, records, accounts and tapes shall be kept in conformity with a revenue control system approved by the Executive Director and shall be subject to inspection and audit by the Authority upon three (3) days' notice. In the event any audit discloses that the amount of Gross Revenues on any statement was understated by two percent (2%) or more of Gross Revenues 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. Such records shall be maintained at a location agreed upon by the parties within the City. Operator shall retain all such books, records, accounts and tapes for a period of six (6) years after the termination of this Agreement. Operator has the option of turning all records over to the Authority at the end of the term.

7. OPERATOR'S EMPLOYEES: Operator shall provide competent staff to operate the Premises. In order to accomplish the level of service required by Authority, and in the provision of continuous service of the Premises, Operator shall employ, train, assign, motivate and manage an adequate number of personnel to operate the Premises. The parties agree that the automated parking operation level of staffing shall be 3.5 Full-time Equivalents (FTEs). Executive Director and Operator may negotiate different levels of staffing. If at any time Operator reduces the number of Full-time Equivalents below the number of 3.5, then Operator shall increase the monthly Fee installment by an amount equal to the Operator's direct cost savings resulting from the staffing reduction. The actual

calculation of any cost savings will be determined and memorialized by signed amendment to this Agreement.

It is recognized by both parties hereto that there may be future increases in the local, state, and federal minimum wages or other mandated governmental payroll taxes or employee benefits required by Operator to offer its employees. If, an increase mandated by local, state, or federal law occurs in the existing minimum wage; or Operator is mandated by governmental action to provide other employee associated taxes, benefits, or compensation, Operator and Authority shall work together to develop an equitable agreement to compensate Operator for cost of said mandated wage, tax, or benefit increase. Such equitable agreement will be developed considering the nature of the proposed mandate.

Operator understands and agrees that its operation at the Airport necessitates contact with the public, both in the course of normal business operations and in rendering public services such as giving directions and providing general assistance to the public. Employees in positions that involve contact with the public must be capable of speaking and understanding the English language at a level consistent with the effective and efficient performance of the duties of the position. Employees shall be clean and neatly dressed in uniforms provided by Operator at all times in order to reflect the professional levels of service expected by Authority. Employees shall be polite and courteous at all times and shall respond to complaints or problems of customers within forty-eight (48) hours. Operator shall be obligated to control the actions of its employees, to dispense with the services of any employee whose conduct Authority determines to be detrimental to the best interests of Authority.

8. OBLIGATIONS OF OPERATOR:

In the performance of its service at the Airport, the Operator will maintain a high degree and standard of professionalism. In particular, the Operator will comply strictly with the following conditions and requirements:

- A. Operate and manage the Parking Facilities in accordance with the highest standards and practices of the commercial parking industry;
- B. Train all employees under the Duluth International Airport contract in the proper customer service techniques and the financial management policies and procedures to comply with the contract terms;
- C. Conduct its operations in an orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees or tenants of the Airport. Employees shall wear clean uniforms as approved by the Authority at all times when on duty;
- D. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a high standard of parking service and to avoid all disruptions to customers within the reasonable control of the operator;
- E. Provide custodial services and disposal of waste/trash within Premises, as established in the Agreement to a location determined by the Airport.

F. Employ trained personnel, who shall be clean, courteous, efficient, and neat in appearance.

G. Pay all taxes assessed against Operator owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies.

H. Pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport

I. Comply with applicable federal, state, and local laws, regulations, and ordinances, etc., including the Rules and Standards governing the use and operation of the Duluth International Airport, as may be amended from time to time.

J. Keep accurate records and books of account on site, or available within twenty-four (24) hours' upon notice, in accordance with Generally Accepted Accounting Principles (GAAP Basis) in order to submit monthly reports as established by the Agreement.

K. Provide insurance as required in Section 22.

L. Comply with all appropriate codes, regulations, and ordinances of the City of Duluth and the State of Minnesota.

M. Provide bonding for all employees used in the performance of the contract against theft and fraud

N. Provide a daily license plate inventory report to the Executive Director.

O. Provide monitoring of the commercial vehicle lane during normal staffed hours as time permits and as coordinated with the Authority.

P. Other maintenance responsibilities as agreed to by the parties.

9. OBLIGATIONS OF THE AUTHORITY

Authority shall, at its expense, be responsible for repair, maintenance and replacement of all blacktop and concrete surfaces, light standards and relamping on the Premises, electrical repairs, landscaping, and sewer and drainage, as same pertain to the Premises, unless any of the aforesaid shall be damaged by Operator or its employees, in which event Operator shall be responsible.

Authority shall furnish at no charge in the Toll Booth and parking facilities:

A. Ordinary heat, electricity, and air conditioning.

B. Ordinary convenience outlets as presently installed and electric current that is not substantially greater than an amount of electric current than might be normally

used. Operator accepts the facilities "as is where is".

- C. Telephones and radios as required by the Authority.
- D. A toilet in the toll booth.
- E. Internet service to the toll booth.
- F. Authority shall provide and pay for all necessary electricity for the lighting of the remainder of the Premises and roadway system at the Airport.
- G. All revenue control software and equipment
- H. Authority shall be responsible for snow removal from the Premises except that Operator will assist Authority with removing snow from the Parking Control Islands.

10. VEHICLE INVENTORY: An inventory off all vehicles parked at the Premises shall be taken nightly. This procedure consists of entering all license numbers by state, lot, and row location of all vehicles remaining at the Premises. This information permits a determination of length of stay in the facility to enable a customer to be charged the correct amount of fees in the event of a "lost" ticket. Any vehicle remaining at the Premises more than thirty (30) days will be brought to the attention of the Executive Director to determine the appropriate action to be taken.

11. OPERATOR CAPITAL INVESTMENT: Operator will provide to the Authority, prior to the commencement date of this Agreement, a payment seventy-five thousand dollar (\$75,000) for investment contribution for improvements required to support the operation of the parking facilities to be used at the sole discretion of the Authority. Any remaining balance in that fund at the termination of the Agreement as called for herein, will remain with the Authority.

12. CONSUMABLES AND CREDIT CARD FEES:

A. Operator shall, at its own expense, furnish all forms, tickets, decals, envelopes, tools, office equipment, furniture, drop safes, materials, and supplies needed for the efficient operation of its business at the Premises.

B. Operator shall invoice the Authority on a monthly basis through the Base term only a flat fee of one thousand one hundred dollars (\$1,100) per month for credit card processing fees. Authority will pay the invoice within thirty (30) days of receipt. No credit card fee payment to the Operator will be due from the Authority during any Option Term, if exercised.

13. TAXES: Operator shall be liable for the payment of personal property taxes, if any, and license fees that may be levied or assessed during the term of this Agreement on account of the transacting of business on the Premises by Operator. If Operator shall fail or neglect to pay any of said taxes or license fees when the same become due, Authority may pay the same, together with any penalty thereon, provided, however, that such payment by Authority shall not prevent or limit Operator from appealing such tax or fee. If Authority pays all or any portion of said taxes or license fees together with any penalty thereon, Authority shall be entitled to collect the entire amount so paid from Operator, and Operator hereby agrees to pay such entire amount to Authority upon demand therefor, provided however, such payment does not prevent or limit Operator from appealing such tax of license fee.

14. ABANDONED VEHICLES: Operator will comply with any and all governmental laws, regulations and statutes regarding abandoned vehicles, including reporting of any vehicle which is on

the Premises more than thirty (30) days, to proper authorities in compliance with such laws, regulations and statutes. Permanently abandoned vehicles, if any, will be disposed of in accordance with existing laws. The Authority shall be entitled to all proceeds from the sale of any abandoned vehicle. No abandoned vehicle will be disposed of without the prior approval of the Executive Director.

15. CUSTOMER RELATIONS:

A. Customer Feedback Survey. Operator shall conduct an annual customer parking survey at the Airport. Operator will consult with the Executive Director to develop and conduct the survey, the survey shall be in a form approved by the Executive Director. Operator shall pay for, prepare and tabulate the survey and provide the results of each survey to Authority in written form.

B. Mystery Shopper. Authority requires Operator to conduct monthly mystery shopper surveys and provide a report monthly detailing the findings to the Executive Director.

C. Visiting Corporate Personnel. Operator shall have visiting corporate, regional and field personnel observe, monitor and document performance and standards relating to customer service and provide the findings to the Executive Director.

D. Customer Relations Policy. Operator shall respond to customer inquiries and/or complaints within forty-eight (48) hours of receipt and provide the Executive Director with a copy of said response. A monthly summary of all responses will be given to the Executive Director.

E. Customer Reward Program. Operator shall introduce and educate customers to the Authority's Thanks Again Program.

16. OPERATOR EMPLOYEE PARKING AND AUTHORITY PARKING TICKET VALIDATION: Operator's employees may park for free during the course of their normal duty shift in the area adjacent to the booth in the Exit Plaza.

Operator and the Executive Director shall arrive at a mutually agreeable method for parking ticket validations for use by Authority. Operator will administer the agreed to program.

17. SIGNS: Operator shall not erect, install, operate, cause or permit to be erected, installed or operated in or upon the Premises or upon the Airport, any sign or similar advertising device without having first obtained the approval of the Executive Director. All costs of installation shall be borne solely by Operator.

18. RATES: The Authority shall be solely responsible for establishing all rates, fees, and charges for all revenue associated with the operation of the parking program. The Authority will establish a rates, fees, and charges schedule annually and provide it to the Operator in writing a minimum of thirty (30) days prior to the implementation of any modified rates. Rates, fees, and charges will be no less than in existence at the commencement of the Agreement. The Operator shall be responsible for coordinating and installing all signage changes required and any such change will be a reimbursable expense. Operator will be responsible for publicly posting all rates at locations designated by the Authority. The Authority shall be responsible for

updating the Duluth Airport Authority Website reflecting the current parking rates.

19. CAPITAL IMPROVEMENTS: The Authority may desire to have capital improvements made to the Premises. Upon mutual agreement, the Authority may authorize the Operator to make such improvements on behalf of the Authority. The Operator shall prepare plans and specifications which meet the Authority's requirements for the improvements. All work shall be done by competent contractors in the time and manner approved by the Executive Director. Operator's contractors shall comply with the Authority's normal bond, insurance and indemnification requirements.

20. INDEMNIFICATION CLAUSE: Operator shall indemnify, save, hold harmless, and defend Authority and the City, their officials, agents and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property or any other cause of action arising out of, resulting from, in conjunction with or incident to Operator's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, and on ten (10) days' written notice from the Authority, Operator shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage.

Operator shall indemnify, save, hold harmless, and defend Authority and the City, their officials, agents and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated, by Operator, its agents, employees, or successors and assigns in conjunction with or incident to Operator's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, and on ten (10) days' written notice from the Authority, 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 Section shall survive the expiration, termination or early cancellation of this Agreement.

21. ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: In addition to the general indemnity stated in Section 20, and as part of it, it is specifically agreed between the parties that Operator shall be responsible in all respects for Operator's use of, or Operator's 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 or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the Minnesota Pollution Control Agency. Operator shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response 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 whatsoever which arise out of Operator's use of, or generation of, such substances in its operations at the Airport, and, Operator

specifically agrees that the obligations of Section 20 above shall apply specifically to any cost or obligations of the Authority or City arising out of such response, disposition and/or clean up. The provisions of this Section shall survive the expiration, termination or early cancellation of this Agreement.

22. INSURANCE:

A. Insurance Requirements.

Operator 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 \$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 \$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 including Employees Liability Insurance in limits of \$100,000 per employee.

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. Additional Insureds. Authority and City shall be named as additional insureds on each of the policies above except the Workers' Compensation policy.

D. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.

E. Insurance Certificate. Certificates showing that Operator is carrying the above-described insurance in the specified amounts shall be furnished to Authority prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with Authority during the term of this Agreement. Failure of Operator to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve Operator from any responsibility to carry the required types and amounts of insurance.

F. Notice of Change or Cancellation. 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. ACORD Form. The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the City Attorney's Office.

H. Disclaimer. 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 personal possessions of Operator.

I. Authority's Fire Insurance. 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; or

2. Will increase the rate of any fire insurance at the Airport or any part thereof, or upon the contents of any building thereof; or

3. In the opinion of Authority, will constitute a hazardous condition so as to increase the risks normally intended upon the operations contemplated by this Agreement.

If, by reason of Operator's failing 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, shall be higher than it otherwise would be, then Operator shall, upon fifteen (15) days' prior notice, either modify its operations so as to comply with the provisions of this subsection or reimburse Authority for that part of all fire insurance premiums paid or payable by Authority which shall be charged because of such violation by Operator.

23. NON-DISCRIMINATION: Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: that (a) no person on the grounds of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23. The Operator agrees that it will not discriminate against any business

owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by Title 49 CFR Part 23. The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Non-compliance with this provision, shall constitute a material breach thereof and in the event of such non-compliance the Authority shall have the right to terminate this Agreement without liability therefor or at the election of Authority or the United States either or both said Governments shall have the right to judicially enforce said provision.

24. TEMPORARY SUSPENSION OF OPERATIONS: In the event Operator is prevented from operating the public parking facilities, Authority shall have the option to assume operation of the Premises during Operator's period of disability. Authority may continue such operation for so long as Operator's disability shall last, and shall receive all revenues therefrom.

25. DEFAULT:

A. Rights Upon Default. 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 Premises under this Agreement or any part thereof and take possession of the same fully and absolutely with or without cancellation of this Agreement and without such re-entry representing a forfeiture of the fees and 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 collect and retain all parking revenues or Authority may contract with another operator for an equivalent or greater or lesser concession fee and Authority to recover properly measured damages.

2. Authority may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon the Premises, and the Operator 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.

3. The Authority shall further have 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. Default Defined. "Default" shall be defined when any of the following circumstances exist:

1. If the Operator has failed to pay fees, charges, or taxes when due hereunder and such failure to pay shall continue for ten (10) days after written notice to Operator in the manner hereinafter provided.

2. Failure to provide and/or maintain the insurance coverages required herein.

3. 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 corrective action 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.

4. If a petition to reorganize the Operator or for its arrangement of its unsecured debts shall be filed.

5. If the Operator shall be adjudicated bankrupt.

6. If a receiver or trustee of the Operator's property shall be appointed by any court.

7. If the Operator shall make a general assignment for the benefit of creditors.

8. If all of the interest of the Operator in its property shall be taken by garnishment, attachment, execution or other process of law.

9. If controlling interest of the Operator under this Agreement shall, without the approval required in Section 29 be transferred or assigned.

10. If any lien shall be filed against the Premises because of an action or omission of Operator and shall not be discharged or contested by Operator in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by Operator.

26. CANCELLATION OF AGREEMENT:

A. Cancellation by Operator. This Agreement shall be subject to cancellation by Operator if one or more of the following events should occur:

1. The permanent abandonment of the Airport for scheduled air service.

2. If, by reason of any action of any governmental authority, Operator is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.

3. Issuance by any court of competent jurisdiction of an injunction, order or decree in any way preventing or restraining the use of the Premises which injunction, order or decree remains in force of such injunction for a period of at least ninety (90) days.

B. Cancellation without Cause. This Agreement may be terminated without cause by Authority upon 180 days' written notice to Operator.

27. SURRENDER OF PREMISES: Upon the termination of this Agreement, Operator's authority to use the Premises, rights, facilities, equipment and Improvements herein granted shall cease and Operator shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the Authority. In the event that Operator has in any way changed, altered or modified the Premises, Operator covenants to return the same to the condition they were in at the time of the occupancy under this Agreement, normal wear and tear excepted, or, in the alternative, to pay the Authority for the cost of returning them to said condition. Upon termination, any improvements which have become part of the realty shall become the property of the Authority, and the same shall be immediately returned to the ownership and control of the Authority. Any improvements not part of the realty shall be removed therefrom within ten (10) days after the termination of this Agreement or the same shall be deemed to have been abandoned to the Authority and the right of the Operator to possession thereof shall cease.

28. NOTICES: Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties by United States registered mail, certified mail or by reputable overnight courier service. Until new addresses shall be given, the addresses of the respective parties for the purpose of such notices or communications or for any other purposes shall be:

As to Authority:
Duluth Airport Authority
Executive Director
Duluth International Airport
4701 Grinden Drive
Duluth, Minnesota 55811.

As to Operator:
Republic Parking System, LLC.
633 Chestnut Street, Suite 2000
Chattanooga, Tennessee 37450
Attentions: Bob Linehart

29. ASSIGNMENT: Except for the subcontracting of work as set forth in Section 19, 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 Authority shall first be obtained in each and every case of subletting, 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 permission be granted by the Authority as herein provided, the sub-lessee or assignee shall be required to assume and agree to perform the covenants of this Agreement and that notwithstanding any such subletting or assignment, the Operator shall be and remain liable for the payments of all rents and other payments due hereunder and the performance of all covenants and conditions for the full term of this Agreement.

30. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

31. SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Operator 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.

32. RULES AND STANDARDS: Authority has adopted Rules and Standards, as may be amended from time to time, with respect to the use of the Airport, terminal building and related facilities, which Operator agrees to observe and obey.

33. NONWAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by Operator shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Authority from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

34. 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.

35. AMENDMENT: 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 must be executed with the same formalities as this Agreement. In the event that any provision of this Agreement is determined to violate any local, state, or federal rule or regulation or is deemed to cause a violation of any rate covenants, the Agreement shall be modified upon consultation with Operator to cause such violation to be compliant with such provision and an amendment will be executed on a timely basis to incorporate the required changes.

36. HEADINGS: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

37. GOVERNING LAW: This Agreement shall be governed by and in accordance with the laws of the State of Minnesota, and all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be venued in state or federal courts located in Minnesota.

38. FORCE MAJEURE: Neither Authority nor Operator shall be deemed in violation of this Agreement by reason of failure to perform any of its obligations hereunder, if such failure is due to airline strikes, boycotts, embargoes, airport construction, acts of God, acts of governmental authority, weather conditions, riots, rebellion, terrorism, sabotage, or any other material circumstances not within its control. In such event, Operator may, with the written consent of the Executive Director, diminish the scope of its operations commensurate with the existing demand for parking services.

39. PERFORMANCE GUARANTEE: Operator shall post with the Authority prior to the commencement date of this Agreement a performance guarantee to be maintained for the duration of the Base Term of the Agreement and any executed Option Term, if executed, as called for in this Agreement in the amount of the two hundred and fifty thousand dollars (\$250,000). The performance guarantee may be in the form of a bond, letter of credit from Operator's banking institution, or a cashier's check payable without recourse to the Authority. If the Operator submits a bond, then that bond shall be issued by a surety company acceptable to the Executive Director. During the Term of the Agreement, if there are any claims on the performance guarantee, the Operator must replenish the amount to the full value within five (5) calendar days upon receipt of written notice by the Authority.

40. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE") COMPLIANCE

A. The Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Operator is required to participate in the Authority's ACDBE program.

B. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Title 49 CFR Part 23.

C. The Operator agrees to include the statement set forth in paragraph B in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

D. The Authority has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of this contract;
2. Breach of contract action, pursuant to applicable State Statutes

E. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

F. The Authority will comply with all regulations set forth in 49 CFR Part 23 and will monitor operations at the Airport for compliance with the ACDBE program.

G. The Authority will submit to the Federal Aviation Administration's, Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. The Authority will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.


41. ENTIRE AGREEMENT: This written Agreement, including Exhibit A, is the entire agreement between the Parties. Any and all prior or contemporaneous statements and understandings not contained herein shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officers or representatives on the day and year first above written.

DULUTH AIRPORT AUTHORITY

REPUBLIC PARKING SYSTEM, LLC.

By: 
Its: President

By: 
Its: EXECUTIVE VICE PRESIDENT

By: 
Its Secretary

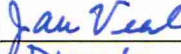
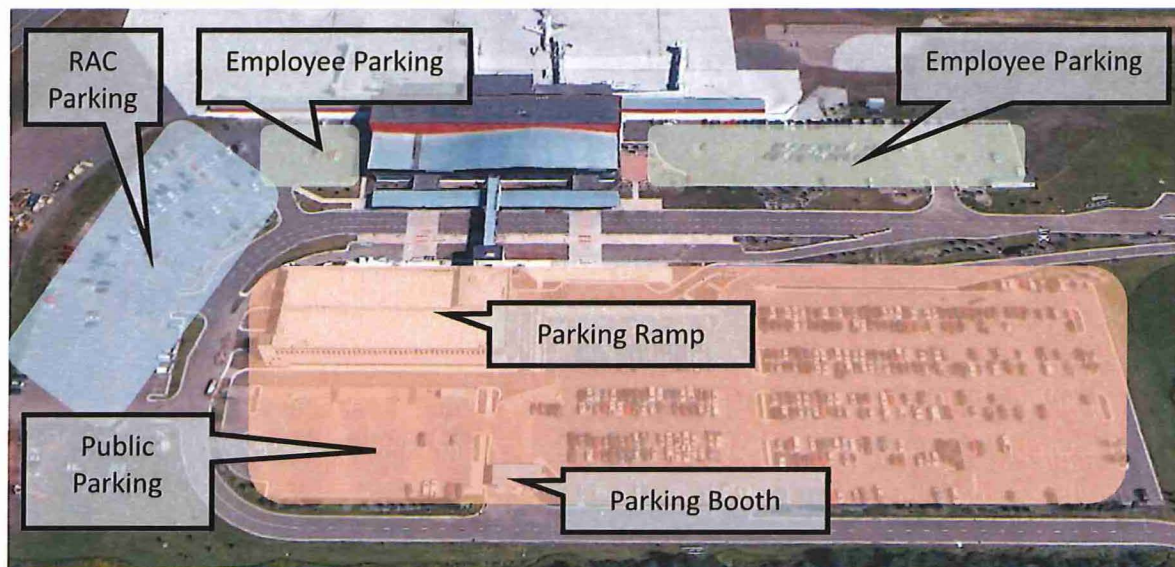
By: 
Its: DIRECTOR OF HUMAN RESOURCES

EXHIBIT A
(Description of Premises)



Duluth Airport Authority
Resolution to Purchase Skid Steer (and attachments) from Ziegler CAT in
the amount of \$94,220.00

Fiscal Impact: \$94,220.00

Background:

The DAA has identified unit #44 (Skid Steer) for replacement this fiscal year. The current asset was purchased in 2007, with approximately 7,000 hours. The DAA budgeted approximately \$75,000 for the replacement of this unit along with several relevant attachments. The DAA will plan on trading in/selling our current Skid Steer, the exact method continues to be evaluated. The DAA will take delivery of the new skid steer prior to trading in/selling our existing asset. Current estimated trade in/sale value is in the \$10,000-19,000 range.

SKID / COMPACT TRACK LOADER
OPTIONS - FIXED PRICING
SPECIFICATION 4.0

October, 2019

Spec #	Description	Price
Price for base unit:		\$ 55,470.00
4.1	Skid/Compact Track Loader Options: Use this section to offer additional skid/track loader options such as hand controls, gauges, heater, enclosed cab etc.. These options should be for skid steer power unit and not attachments.	
4.1.2	PRESSURIZED CAB, HEATER/DEFROSTER, AIR CONDITIONING & DOOR	INCLUDED
4.1.5	AIR SUSPENSION SEAT-CLOTH	INCLUDED
4.1.6	PROPORTIONAL WORK TOOL CONTROL	INCLUDED
4.1.8	TWO SPEED CONTROL	INCLUDED
4.1.9	HYDRAULIC COUPLER	INCLUDED
4.1.10	FAN, COOLING, DEMAND	INCLUDED
4.1.13	HIGH FLOW HYDRAULICS	\$ 2,180.00
4.1.15	DOOR, CAB, GLASS	
4.1.16	RADIO AM-FM, CD, BLUETOOTH	INCLUDED
4.1.17	ADVANCED DISPLAY WITH BACKUP CAMERA	INCLUDED
4.1.18	PROPORTIONAL HYDRAULICS	\$ (290.00)
4.1.19	DUAL SELF-LEVELING	INCLUDED
4.1.20	HEAVY DUTY BATTERY W/DISCONNECT	\$ 90.00
4.1.21	LIGHTS LED	INCLUDED
4.1.23	BEACON LIGHT	\$ 160.00
4.1.24	REAR LIGHTS	\$ -
4.1.27	SEAT BELT, 2"	INCLUDED
4.1.29	RETURN TO DIG/ WORKTOOL POSITIONER	INCLUDED
4.1.35	HEATER, ENGINE COOLANT, 120V	\$ 140.00
4.1.36	PRODUCT LINK, CELLULAR, PL243	INCLUDED
4.1.38	OIL, HYDRAULIC, COLD OPERATION	\$ 480.00
4.1.44	TRIPLE FLANGE IDLERS	INCLUDED
4.1.47	TRACK, RUBBER, 15.7 IN (400MM) BAR TREAD	INCLUDED
4.6.4	SR318 SNOW BLOWER, 72" WORKING WIDTH, 31-33 GPM HYDRAULIC FLOW	\$ 7,470.00
4.2.3	BUCKET-GENERAL PURPOSE, BOLT ON CUTTING EDGE 74"	\$ 1,360.00
4.7.2	BA118C, HYDRAULIC ANGLE, 83" WIDTH	\$ 7,120.00
4.19.25	5 Year - 3,000 Hour Premier Warranty	\$ 3,620.00
	HLA SB3230WEF712LF with Skid steer mount \$16,420.00	\$ 16,420.00
Net Total as Spec'ed above.		\$ 94,220.00

Skid Steer / Compact Track LoadersFIXED PRICING
(BASE UNIT INFORMATION)
Specification 3.0

Vendor Name:	Ziegler Inc.
Contact Person:	Cory Dalbec, Chris Rice
Street Address:	901 West 94th Street
P.O. Box:	
City, State, Zip	Bloomington, MN 55420
Phone #:	952.888.4121
Toll Free #:	800.352.2812
Email Address:	cory.dalbec@zieglercat.com, chris.rice@zieglercat.com
Website:	www.zieglercat.com

Spec #	Information Requested	Answer
3.1	MAKE AND MODEL	Caterpillar 259D3
	Engine Type and SAE net HP	Cat C3.3B DIT 73.2 HP
	Tier	Tier 4 Final
	Length w/o attachments	108.9 in
	Height with operator cab	83.1 in
	Ground clearance	8.9 in
	Maximum height to bucket hinge pin	121. in
	Breakout force	4,965 lbs.
	Reach at maximum height	23.9 in
	Dump angle at maximum height	52 degrees
	Dump height with standard bucket	89.9 in.
	Front clearance circle with standard bucket	86 in
	Rear clearance circle	61.5 in
	Tipping load - SAE rated	5,745 lbs
	Rated operating capacity - SAE	3,060 lbs
	Standard bucket capacity - SAE heaped rating	.57 cu yd
	Operating weight - SAE rated	8,987 lbs
	Travel speed	1 speed - 5.9 mph/2 speed- 8.5 mph
	Fuel tank capacity	24.8 gallons
	Cold weather starting assist	Glow Plugs
	Battery CCA	850
	Alternator size - amps	80
	Transmission type	Hydrostatic Transmission
	Tire / Track size / width	TRACK, RUBBER, 15.7 IN (400MM) BAR TREAD
	Final drive chains and drive method	Direct sprocket to track drive
	Final drive chain adjustment / maintenance	Not required
	Gauges / instrumentation	Gauges: fuel level, hour meter Instrumentation: Engine coolant temperature, engine oil pressure, hydraulic oil temperature
	Pump type - GPM and PSI	Piston/20 GPM/3335 PSI
	Control valves	Hydraulic 3 section
	Hydraulic oil cooler	Included - air to oil
	Drive controls	Electro/Hydraulic - hand controls
	Lift and tilt controls	Electro/Hydraulic - hand controls
	Engine speed control	Both foot and hand control
	Work lights - front	Included 2 each
	Work lights - rear	Included 2 each
	Warranty	2 years / unlimited hours full machine
BASE UNIT PRICE: \$		55,470.00

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND WEBSITES REFERRED TO THEREIN.

PURCHASER TITLE

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. **ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. **SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. **TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. **SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. **INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. **BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. **DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. **WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. **TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. **DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. **FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. **DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. **UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. **COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. **ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Duluth Airport Authority
Resolution to Select Short Elliott Hendrickson (SEH) for Professional
Airport Consulting Services for the replacement of Runway 3-21 Lighting
and Signage project at the Duluth International Airport

Terms:

- Estimated start date of October 19, 2021
- 365 calendar days

Agreement Overview:

The Duluth Airport Authority selected SEH to complete the design, construction administration, and other associated services for the Runway 3-21 Lighting and Signage Replacement project. The scope and fee for the project will be reviewed and negotiated at the November 2021 Airport Authority meeting.

Background:

The Request for Qualifications was issued on September 3, 2021, and due on September 17, 2021. The selection process followed FAA Advisory Circular 150/5100-14E and the policies and procedures of the Duluth Airport Authority. The Duluth Airport Authority received two (2) statement of qualifications by the submittal deadline. The Statement of Qualifications were reviewed and evaluated, and SEH was selected as the firm with the highest score.



DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

October 11th, 2021

The Duluth Airport Authority completed a competitive consultant selection process in accordance with current regulations and requirements of the Federal Aviation Administration, (Advisory Circular 150/5100-14E) for the following airport consulting services for Duluth International Airport (DLH):

1. Civil Engineering and Land Surveying Services
2. Electrical Engineering Consulting Services
3. Project and Construction Management Services
4. Financial Tracking and Budgeting Services
5. Project Related Communications and Public Relations

A Request for Qualifications was prepared and distributed to interested parties through the City of Duluth Purchasing. The RFQ was only evaluated based off a single project, listed below:

Duluth International Airport (DLH)

- 1) Runway 3-21 Lighting and Signage replacement

The following steps were taken in accordance with guidance from AC 150/5100-14@, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects:

- Interested firms were provided a detailed RFQ outlining all the major aspects needing to be considered.
- Interested firms were provided an opportunity to ask questions.
 - o One firm asked a clarify question on the difference between an RFQ versus an RFP.
- No additional request for information were ever received during the process.

Upon final decision of the selected firm, scope of work and contract negotiations for a professional services agreement have been initiated. The DAA expects to bring a contract to the board for approval in the November 2021 meeting pending contract negotiations.

Selection Criteria:

Statements submitted by the established deadline were evaluated based upon the follow criteria:



DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

Evaluation Criteria	Weight %	Definition
Qualifications and competence of the firm	15%	Provide firm biography and history of the firm's aviation services business.
Experience of the firm and its employees in the type of service being sought.	25%	List recent experience in similar sized airport projects and ability to meet timelines/schedules. Example projects: Civil, Environmental, NAVAID/electrical, ACIP programming, close out reporting, GIS, and management of complex multi-phase construction projects on time and on budget.
Capability of the firm to perform the service desired within an acceptable time frame	15%	List key project personnel's professional background, experience, and workload.
Firm's familiarity with and proximity to the geographic location of the projects	10%	Indicate office location(s) where work will be performed and familiarity with DLH
Knowledge and experience with working with personnel, policies and procedures of the TSA, FAA, FAA Minneapolis ADO, CBP and MNDOT Office of Aeronautics.	20%	Indicate ability to enhance teamwork philosophy in working with local, state and federal agencies such as but not limited MNDOT, TSA and FAA.
Firms' ability to provide political support and community involvement to assist with outreach, advocacy, used in support of high value or sensitive construction projects	15%	Firm's history and experience of performance in assisting clients with local, state, and federal engagement in high value and/or sensitive projects.

The following is a timeline of the key dates:

- September 3rd, 2021; The RFQ was posted publicly with City Purchasing and on the DAA's website.
- September 14th; one request for information were received and responded to.
- September 17th ; SOQs from all proposing firms were due to the DAA.
- October 19th; DAA Staff recommends consultant selection for DAA Board Approval.
- November 16th; DAA Staff recommends contract for DAA Board Approval.

The evaluation group included Kim Maki (Board Member), Jana Kaiser (Staff), Ryan Welch (Staff), and Mark Papko (Staff).

The selection committee received two proposals and reviewed and scored each submittal. The committee identified SEH as the highest scoring firm and selected SEH to complete the requested airport consulting services. This Professional Services Agreement is to complete the airport consulting services.

A copy of the RFQ is attached for reference.

For questions regarding this procurement action please contact the undersigned.

Mark Papko, A.A.E

Director of Operations

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

In accordance with FAA Advisory Circular 150/5100-14E and the policies and procedures of the Duluth Airport Authority (DAA), notice is hereby given that a Request for Qualifications (RFQ) for professional airport consulting services is requested from firms to render services required in connection with projects at Duluth International Airport (DLH). It is the intent of the DAA to select and negotiate with one prime airport consultant for a singular project in the replacement of Runway 3-21 Lighting and Signage.

Specific categories for airport consulting services include but are not limited to:

1. Civil Engineering and Land Surveying Services
2. Electrical Engineering Consulting Services
3. Project and Construction Management Services
4. Financial Tracking and Budgeting Services
5. Project Related Communications and Public Relations

Firms are invited to provide a Statement of Qualifications (SOQ) for the categories listed above. An individual SOQ should be provided for each service category of interest. The DAA plans to make application to the Federal Aviation Administration (FAA) and/or the State of Minnesota Office of Aeronautics (MNDOT) over the next several months for a grant related to the replacement of Runway 3-21 Lighting and Signage. The detailed scope of this project will be determined as the project is approved and funded. Project(s) potentially may be added and funded from other sources. This RFQ selection is only intended to serve a single project

Duluth International Airport (DLH)

- 1) Runway 3-21 Lighting and Signage replacement

Specific details include:

- 1) Replace ~70 runway edge lights (HIRL or MIRL) with new LED lighting in cans. All new underground wiring to be placed in conduit.
- 2) Direct bore and install conduit/wiring under RWY 09-27 so there is a direct line between the north and south ends of RWY 03-21 lighting
- 3) Replace 11 Hold Short Signs with new LED signs to include new concrete bases
 - a. Sign #s 39, 40, 43, 46, 59, 60, 66, 81, 83, 89, 93
- 4) Replace 7 Distance Remaining Markers (DRM) with new LED DRMs to include new concrete bases
 - a. Sign #s 94, 95, 96, 97, 98, 99, 100
 - b. Direct bore under RWY 03/21 to install conduit/wiring between adjacent DRMs

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

- 5) Replace both RWY 03 and RWY 21 REILs with new LED REILs (remove existing concrete slabs and place new REILs in cans)
 - a. Rewire RWY 03 REIL electrical source directly into the runway circuit.
- 6) Install new conduit/wiring for the RWY 03-21 circuit between the airfield vault and runway; ensure positive drainage from all hand holes and structures installed as a part of this project.
- 7) Install new airfield vault regulator for RWY 03-21 circuit
- 8) Install new airfield vault regulator for RWY 03-21 DRMs

Approximate diagram of current wiring circuit for Runway 3-21:



REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL AIRPORT CONSULTING SERVICES


In order to be considered responsive to the RFQ, a firm must be experienced in providing the type of consulting services for which the SOQ is applicable, and a firm must be familiar with the DAA, its environs, and plans for the future. All firms are responsible for costs associated with the preparation of materials in response to this RFQ, and the DAA assumes no responsibility for any such costs.

Upon final decision of the selected firm, contract negotiations for a Professional Services Agreement will be initiated. The length of this Professional Services Agreement will be for approximately one year (or project duration) from the date of contract execution. If these negotiations are unsuccessful, negotiations will be initiated with the second ranked firm.

The negotiation of the project contracts and associated fees shall occur at the time those services are needed for an approved and funded project. If a price cannot be agreed upon between the DAA and the selected firm during negotiations for the individual project contract, then the DAA reserves the right to terminate negotiations and initiate a new procurement action.

Understanding the wide diversity of professional disciplines required to complete the above proposed project, and to allow for the maximum participation of DBE's, additional sub consultants may be proposed, for approval by airport management, as each individual project contract is negotiated. It is the policy of the DAA that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. All firms providing professional services for the DAA shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that DBEs have the maximum opportunity to compete for and perform contracts without discrimination on the basis of race, creed, color, national origin, handicap, or gender.

Interested firms are requested to indicate their interest in providing services in each of the above listed categories by submitting six (3) copies of their **Statement of Qualifications on or before 4:00 p.m. (Central Standard Time), September 17th, 2021. SOQs received after this date and time will not be considered.** One (1) original (marked Original) and two (2) complete copies of the SOQ must be submitted in a sealed envelope/package clearly marked with Firm's name and the words "**DAA Airport Consulting Services SOQ**". Example is below.

Proposers Name & Address	
	TO: Mr. Mark Papko Director of Operations Duluth Airport Authority 4701 Grinden Dr. Duluth, MN 55811
DAA Airport Consulting Services SOQ	

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL AIRPORT CONSULTING SERVICES**

All questions concerning this RFQ shall be submitted to Mr. Mark Papko in writing, or email on or before September 10th, 2021. Mr. Papko will respond to all parties in writing no later than September 14th, 2021.

Mr. Mark Papko
Director of Operations
4701 Grinden Drive
Duluth, Minnesota 55811
mpapko@duluthairport.com

Timeline :

RFQ Due Date	17 September 2021
RFQ Approval - Authority Board	19 October 2021
Agreement - Effective	19 October 2021

Generally, the format for the SOQ shall be as follows:

- A) Executive Summary
- B) Firm and team history (including local and total airport experience). Include names, qualifications and resumes of the team members assigned that will perform the engineering services listed.
- C) Five (5) tabbed sections that will specifically address each of the 5 categories of airport consulting services listed above. Include resumes of key personnel that will perform services in each service category. A portion of each section (under 5 pages) should indicate the firm's approach to applicable projects and outline any problems that the firm thinks should be considered in a project as well as their approach to solve them. Any additional information the firm wishes the selection committee to review may be included herein, however the total length of the qualifications statement should not exceed the page limitation set forth below. If a firm is not interested in proposing for one of the specific categories, then a single page stating this should be included for excluded section.

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

All qualifications statements shall be limited to 50 pages single sided pages (or 25 double side pages). Statements submitted by the established deadline will be evaluated based upon the following criteria:

Qualifications and competence of the firm	15%	Provide firm biography and history of the firm's aviation services business.
Experience of the firm and its employees in the type of service being sought.	25%	List recent experience in similar sized airport projects and ability to meet timelines/schedules. Example projects: Civil, Environmental, NAVAID/electrical, ACIP programming, close out reporting, GIS, and management of complex multi-phase construction projects on time and on budget.
Capability of the firm to perform the service desired within an acceptable time frame	15%	List key project personnel's professional background, experience, and workload.
Firm's familiarity with and proximity to the geographic location of the projects	10%	Indicate office location(s) where work will be performed and familiarity with DLH
Knowledge and experience with working with personnel, policies and procedures of the TSA, FAA, FAA Minneapolis ADO, CBP and MNDOT Office of Aeronautics.	20%	Indicate ability to enhance teamwork philosophy in working with local, state and federal agencies such as but not limited MNDOT, TSA and FAA.
Firms' ability to provide political support and community involvement to assist with outreach, advocacy, used in support of high value or sensitive construction projects	15%	Firm's history and experience of performance in assisting clients with local, state, and federal engagement in high value and/or sensitive projects.

Following submittal, the Statements of Qualifications will be reviewed and evaluated. Based upon the written submissions in response to this RFQ, the DAA will rank the firms in each criterion that it feels are most qualified to provide the required services. **At its sole discretion, the DAA may interview up to 3 top ranked proposers, or make its final selection based entirely upon the written response to the RFQ.** In the event that the DAA elects to invite a firm or firms, to make a personal presentation, a minimum of two weeks will be allowed for preparation of the presentation. The DAA reserves the right to reject any and all Statement of Qualifications or to re-advertise for additional Statement of Qualifications.

Duluth Airport Authority
Balance Sheet
End of Aug 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Checking Account	(\$118.55)
Lottery Account	\$6,909.50
Petty Cash	\$71.69
Pooled Cash - City Balance	\$6,342,477.28
Total Bank	\$6,349,339.92
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$41,936.95
Accounts Receivable Billed	\$1,188,495.88
Lottery Sales Receivable	(\$11,103.00)
Total Accounts Receivable	\$1,219,329.83
Other Current Asset	\$115,504.45
Total Current Assets	\$7,684,174.20
Fixed Assets	
Accumulated Depreciation	(\$131,202,099.74)
Capital Assets	\$251,764,953.12
Work in Progress	\$2,224,155.18
Total Fixed Assets	\$122,787,008.56
Other Assets	
Accumulated Amortization	(\$1,984,854.42)
Airport Planning Projects - Contributed	\$3,733,532.07
Airport Planning Projects - Invested	\$526,847.41
Deferred Outflows - OPEB	\$22,744.00
Deferred Outflows - Pension	\$121,939.00
Total Other Assets	\$2,420,208.06
Total ASSETS	\$132,891,390.82
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$131,060.76
Contracts Payable	\$5,349.25
Lottery Payable	(\$6,324.91)
Total Accounts Payable	\$130,085.10
Credit Card	\$1,236.44
Other Current Liability	\$2,072,601.79
Total Current Liabilities	\$2,203,923.33
Long Term Liabilities	
LT Loans Payable to City of Duluth	\$6,495,000.00
Net Pension Liability	\$1,175,111.00
Total Other Post Employment Benefit Liability	\$2,907,972.87
Total Long Term Liabilities	\$10,578,083.87
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$103,321,922.76
Net Income	\$165,792.16
Total Equity	\$120,109,383.62
Total Liabilities & Equity	\$132,891,390.82

Duluth Airport Authority
Income Statement
From Jan 2021 to Aug 2021

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$7,950.00
Concession Revenue	
ATM	\$203.00
Car Rental Concession	\$365,273.09
Food & Beverage Concession	\$32,801.98
Lottery Concessions	\$893.23
Parking	\$787,304.08
Per Passenger Fee	\$9,774.00
Services/Other	\$400.00
TNC Per Trip Fee	\$4,515.00
Vending	\$4,651.98
Total - Concession Revenue	\$1,205,816.36
Customer Facility Charges	\$123,188.00
Miscellaneous Revenues	\$53,642.97
Parking	\$102,916.42
Permits	\$8,541.92
Plowing Services	\$5,025.00
Reimbursed Expenses	\$36,942.43
Rent	\$156,518.46
Sponsorship Income	\$62,000.00
State Aid	\$33,169.84
Total - Non-Aeronautical Revenue	\$1,795,711.40
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$47,117.23
Concession Revenue	\$83,425.43
Event Income	\$34,600.00
Landing Fees	\$22,569.71
Ramp Fees	\$12,397.44
Rent	\$707,933.74
Security Reimbursement	\$65,957.67
Total - Non-Passenger Aeronautical Revenue	\$974,001.22
Passenger Airline Aeronautical Revenue	
Landing Fees	\$183,673.94
Terminal Office/Space Rental	\$730,297.42
Total - Passenger Airline Aeronautical Revenue	\$913,971.36
Total - Income	\$3,683,683.98
Gross Profit	\$3,683,683.98
Expense	
Miscellaneous Expenses	
Miscellaneous Expenses	\$2,593.99
Bad Debt Expense	\$15,000.00
Licenses & Taxes	\$3,780.89
Memberships, Dues & Subscriptions	\$3,590.57
Transaction Fees	\$13,270.22
Total - Miscellaneous Expenses	\$38,235.67
Personnel Compensation & Benefits	
Benefit Administration Fees	\$122.40
Employer Contributions for Retirement	\$126,583.19
Employer Paid Insurance	\$245,865.91
Retiree Benefits	\$74,930.00
Wages & Salaries	\$977,211.92
Worker's Compensation	\$27,057.04
Total - Personnel Compensation & Benefits	\$1,451,770.46

Financial Row	Amount
Services and Charges	
Advertising	\$1,932.50
Badging	\$1,000.00
Central Services Fee	\$11,299.98
Communications & Technology	\$185,602.62
Employee Development Services	\$26,092.85
Employee Physicals	\$1,452.00
Finance Charge	\$86.46
Insurance	\$71,786.64
Marketing	\$82,521.96
Professional Services	\$225,444.98
Rentals	\$2,790.99
Repairs and Maintenance - Contractual/Services	\$340,631.24
Sponsorship Expenses	\$817.00
Transportation	\$107.99
Utility Services	\$325,345.65
Total - Services and Charges	\$1,276,912.86
Supplies	
Merchandise for Resale	\$40,581.95
Office Supplies	\$55,554.05
Operating Supplies	\$76,980.80
Repairs & Maintenance Supplies	\$334,056.98
Total - Supplies	\$507,173.78
Total - Expense	\$3,274,092.77
Net Ordinary Income	\$409,591.21
Other Income and Expenses	
Other Income	
Capital Contributions	
Contributed Capital	\$1,227,051.04
Grants	(\$1,574,436.55)
Total - Capital Contributions	(\$347,385.51)
Non-Operating Revenue	
Gain/Loss on Asset Disposal	(\$3,620.32)
Interest Income	\$21,752.16
Passenger Facility Charges	\$251,217.18
Total - Non-Operating Revenue	\$269,349.02
Total - Other Income	(\$78,036.49)
Other Expense	
Non-Operating Expense	
Interest Expense	\$165,762.56
Total - Non-Operating Expense	\$165,762.56
Total - Other Expense	\$165,762.56
Net Other Income	(\$243,799.05)
Net Income	\$165,792.16

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

Unaudited								
Financial Row	Prior Year Actual (Jan 2020 - Aug 2020)	Current Year Actual (Jan 2021 - Aug 2021)	Budget Amount (Jan 2021 - Aug 2021)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2021 - Adjust 2021)	
Ordinary Income/Expense								
Income								
Non-Aeronautical Revenue	1,107,948	1,795,711	1,249,992	143.66%	687,763	545,719	1,865,240	
Non-Passenger Aeronautical Revenue	930,942	974,001	971,265	100.28%	43,060	2,736	1,455,426	
Passenger Airline Aeronautical Revenue	865,808	913,971	854,566	106.95%	48,163	59,406	1,281,878	
Total - Income	2,904,698	3,683,684	3,075,823	119.76%	778,986	607,861	4,602,544	
Gross Profit	2,904,698	3,683,684	3,075,823	119.76%	778,986	607,861	4,602,544	
Expense								
Miscellaneous Expenses	26,372	38,236	20,177	189.50%	11,863	18,059	32,660	
Personnel Compensation & Benefits	1,400,457	1,451,770	1,556,704	93.26%	51,314	(104,934)	2,460,392	
Services and Charges	1,154,537	1,276,913	1,284,316	99.42%	122,376	(7,403)	1,877,099	
Supplies	336,229	507,174	415,036	122.20%	170,945	92,137	574,230	
Total - Expense	2,917,595	3,274,093	3,276,233	99.93%	356,497	(2,141)	4,944,381	
Net Ordinary Income	(12,897)	409,591	(200,410)	-204.38%	422,489	610,001	(341,838)	
Other Income and Expenses								
Other Income								
Non-Operating Revenue	240,379	269,349	246,623	109.21%	28,970	22,726	365,939	
Total - Other Income	240,379	269,349	246,623	109.21%	28,970	22,726	365,939	
Other Expense								
Non-Operating Expense	182,970	165,763	219,096	75.66%	(17,208)	(53,333)	328,644	
Total - Other Expense	182,970	165,763	219,096	75.66%	(17,208)	(53,333)	328,644	
Net Other Income	57,408	103,586	27,527	376.31%	46,178	76,059	37,295	
Net Income Exclusive of Project Expenses, Depreciation & Amortization	44,511	513,178	(172,883)	-296.84%	468,667	686,061	(304,543)	
Projects/Grants	2,566,670	(347,386)	5,925,333	-5.86%	(2,914,056)	(6,272,719)	8,888,000	
Depreciation & Amortization	(7,435,652)	0	(6,703,580)	0.00%	7,435,652	6,703,580	(10,055,370)	
Net Income	(4,824,471)	165,792	(951,130)	-17.43%	4,990,263	1,116,922	(1,471,913)	

- This report is based on an allocated budget, which is seasonally adjusted.
- At this time the DAA is at a favorable variance budget vs actual of over 686k. The favorable variance is inflated due to increased revenues from the MAG reconciliation for the parking lot of \$330,923.82. Expenses are also overstated by the \$110k boiler replacement. After removing these anomalies, the DAA is at a favorable variance of \$465k.
- CRRSA Concessionaire relief will be applied for the September financials and the parking relief, if approved, will be reflected in October financials.
- 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.
- The largest variance from budget in revenues comes the parking concession MAG adjustment of \$330k and car rental concession which is up \$149k, while other concessions are very close to budget. Non-passenger aeronautical revenue is only \$2.7k off from budget and passenger airline aeronautical revenue is over budget due to increased landing fees of \$59k.
- The largest variance from budget in expenses come from the boiler replacement project of \$110k, this will be rectified when capitalized to be removed from operating expenses in future financial updates. Removing the boiler costs expenses we would be 112k under budget.
- Non-operating income is close to budget with PFCs coming in higher than expected, while expenses are down due budgeted line of credit interest which hasn't been utilized for a total favorable variance vs budget of over \$53k.

Duluth Airport Authority
Duluth A/R Aging Report
As of October 12, 2021

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	9/12/2021 - 10/11/2021 (30) Open Balance	8/13/2021 - 9/11/2021 (60) Open Balance	7/14/2021 - 8/12/2021 (90) Open Balance	BEFORE 7/14/2021 (>90) Open Balance	TOTAL Open Balance
Avis Rent A Car						\$0.00	\$2,346.10	\$0.00	\$0.00	\$24,122.63	\$26,468.73
Bellamy Bill	Invoice	9/29/2021	8704	10/29/2021	13	\$0.00	\$316.96	\$0.00	\$0.00	\$0.00	\$316.96
BKR Investments DBA Duluth Pack						\$0.00	\$225.00	\$225.00	\$0.00	\$0.00	\$450.00
Brown, James	Invoice	10/1/2021	8746	10/31/2021	11	\$0.00	\$250.35	\$0.00	\$0.00	\$0.00	\$250.35
Budget Rent A Car						\$0.00	\$1,483.63	\$0.00	\$0.00	\$21,405.95	\$22,889.58
Case, Ronald Jr.						\$0.00	\$0.00	\$0.00	\$0.00	(\$102.00)	(\$102.00)
Childs, Matthew	Invoice	9/14/2021	8683	10/14/2021	28	\$0.00	\$229.50	\$0.00	\$0.00	\$0.00	\$229.50
Churchill, Sean						\$0.00	\$193.35	\$0.00	\$0.00	(\$386.70)	(\$193.35)
Cirrus Design Corporation						\$0.00	\$7,027.44	(\$805.64)	\$0.00	\$0.00	\$6,221.80
City of Duluth						\$0.00	\$1,668.72	\$1,645.57	\$0.00	(\$625.00)	\$2,689.29
Compudyne	Invoice	10/1/2021	8740	10/31/2021	11	\$0.00	\$30.18	\$0.00	\$0.00	\$0.00	\$30.18
Cotter/Luck	Invoice	9/24/2021	8700	10/24/2021	18	\$0.00	\$1,880.51	\$0.00	\$0.00	\$0.00	\$1,880.51
Delta Airlines						\$0.00	\$61,679.64	\$63,110.03	\$0.00	(\$270.00)	\$124,519.67
Divine Carriers						\$0.00	\$126.33	\$126.33	\$126.33	\$0.00	\$378.99
Duluth Hangar, LLC	Invoice	10/1/2021	8742	10/31/2021	11	\$0.00	\$765.35	\$0.00	\$0.00	\$0.00	\$765.35
Enterprise Leasing Company						\$0.00	\$3,784.10	\$0.00	\$0.00	\$91,975.42	\$95,759.52
Ferrari, Matt	Payment	8/17/2021	7621	8/17/2021	56	\$0.00	\$0.00	(\$153.00)	\$0.00	\$0.00	(\$153.00)
General Services Administration						\$0.00	\$5,237.41	\$0.00	\$0.00	\$0.00	\$5,237.41
Goritchan Boris						\$0.00	\$0.00	\$0.00	\$0.00	\$879.00	\$879.00
Grimsbo, Gerald						\$0.00	\$612.00	\$0.00	\$0.00	\$55.00	\$667.00
GSSC	Invoice	7/28/2021	8485	8/27/2021	76	\$0.00	\$0.00	\$0.00	\$575.00	\$0.00	\$575.00
Hagberg, Rick						\$0.00	\$193.35	\$193.35	\$0.00	\$0.00	\$386.70
Hall John	Invoice	10/1/2021	8722	10/31/2021	11	\$0.00	\$277.39	\$0.00	\$0.00	\$0.00	\$277.39
Hatfield, Dan	Invoice	10/1/2021	8751	10/31/2021	11	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Hermantown Hydraulics						\$0.00	\$656.21	\$656.21	\$656.21	\$0.00	\$1,968.63
Hertz-Overland West						\$0.00	\$0.00	\$0.00	\$30,283.86	\$57,855.93	\$88,139.79
Hillman Colin	Invoice	10/1/2021	8763	10/31/2021	11	\$0.00	\$215.00	\$0.00	\$0.00	\$0.00	\$215.00
Hydro Solutions, Inc.	Invoice	10/1/2021	8723	10/31/2021	11	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Johnson, Richard	Invoice	10/1/2021	8747	10/31/2021	11	\$0.00	\$443.70	\$0.00	\$0.00	\$0.00	\$443.70
Johnston, Paul						\$0.00	\$193.35	\$193.35	\$0.00	\$0.00	\$386.70
Lake Country Air, LLC						\$0.00	\$2,973.56	\$0.00	\$0.00	\$946.59	\$3,920.15
Lake Superior Helicopters						\$0.00	\$1,537.82	\$0.00	\$0.00	\$0.00	\$1,537.82
Larsen, Shane	Invoice	9/29/2021	8705	10/29/2021	13	\$0.00	\$434.86	\$0.00	\$0.00	\$0.00	\$434.86
Love Creamery	Invoice	10/1/2021	8765	10/31/2021	11	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
Luck, Rick	Invoice	8/24/2021	8596	9/23/2021	49	\$0.00	\$0.00	\$269.26	\$0.00	\$0.00	\$269.26
M & M Light Transport						\$0.00	\$193.35	\$193.35	\$193.35	\$0.00	\$580.05
Magaard, Diana	Invoice	1/15/2021	7785	2/14/2021	270	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$50.00
Malachi Israel	Invoice	10/1/2021	8760	10/31/2021	11	\$0.00	\$196.81	\$0.00	\$0.00	\$0.00	\$196.81
Maurices, Inc.	Invoice	9/24/2021	8699	10/24/2021	18	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
Messerer Jon						\$0.00	\$1,842.43	\$0.00	\$0.00	\$0.48	\$1,842.91

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	9/12/2021 - 10/11/2021 (30) Open Balance	8/13/2021 - 9/11/2021 (60) Open Balance	7/14/2021 - 8/12/2021 (90) Open Balance	BEFORE 7/14/2021 (>90) Open Balance	TOTAL Open Balance
Miner's Outdoor Adventures, LLC	Payment	1/19/2021	6925	1/19/2021	266	\$0.00	\$0.00	\$0.00	\$0.00	(\$15.70)	(\$15.70)
Minnesota Department of Transportation	Invoice	9/21/2021	8772	10/21/2021	21	\$0.00	\$33,311.00	\$0.00	\$0.00	\$0.00	\$33,311.00
Minnesota Power	Invoice	10/1/2021	8726	10/31/2021	11	\$0.00	\$446.18	\$0.00	\$0.00	\$0.00	\$446.18
Monaco Air Duluth						\$0.00	\$5,798.35	\$5,798.35	\$0.00	\$0.00	\$11,596.70
Mountain Air Cargo						\$0.00	\$1,549.68	\$1,549.68	\$0.00	\$0.00	\$3,099.36
Northland Constructors, Inc.	Invoice	10/1/2021	8730	10/31/2021	11	\$0.00	\$181.50	\$0.00	\$0.00	\$0.00	\$181.50
Oakwells CR, LLC						\$0.00	\$0.00	\$898.24	\$0.00	\$52,274.94	\$53,173.18
On Site Enterprises, Inc	Credit Memo	9/21/2021	258	9/21/2021	21	\$0.00	(\$129.00)	\$0.00	\$0.00	\$0.00	(\$129.00)
Opack Matthew Jr.						\$0.00	\$196.81	\$196.81	\$196.81	\$0.00	\$590.43
Palmer, John	Invoice	10/1/2021	8762	10/31/2021	11	\$0.00	\$196.81	\$0.00	\$0.00	\$0.00	\$196.81
Parthe, Lance	Invoice	10/1/2021	8749	10/31/2021	11	\$0.00	\$250.35	\$0.00	\$0.00	\$0.00	\$250.35
Payne, Robert						\$0.00	\$250.35	\$250.35	\$0.00	\$0.00	\$500.70
QMS, INC.	Invoice	10/1/2021	8731	10/31/2021	11	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
Rathbun, David	Invoice	10/1/2021	8754	10/31/2021	11	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	785	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
Republic Parking System	Invoice	1/31/2021	8046	3/2/2021	254	\$0.00	\$0.00	\$0.00	\$0.00	\$271,330.82	\$271,330.82
RS&H	Invoice	10/1/2021	8743	10/31/2021	11	\$0.00	\$2,177.05	\$0.00	\$0.00	\$0.00	\$2,177.05
Safstrom Jon	Payment	3/3/2021	7092	3/3/2021	223	\$0.00	\$0.00	\$0.00	\$0.00	(\$14.00)	(\$14.00)
Saran, Rajiv	Payment	7/21/2021	7532	7/21/2021	83	\$0.00	\$0.00	\$0.00	(\$153.00)	\$0.00	(\$153.00)
Security Jewelers	Invoice	10/1/2021	8744	10/31/2021	11	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
SEH	Invoice	10/1/2021	8733	10/31/2021	11	\$0.00	\$718.34	\$0.00	\$0.00	\$0.00	\$718.34
Shelter Dog Inc.	Credit Memo	9/21/2021	259	9/21/2021	21	\$0.00	(\$12.00)	\$0.00	\$0.00	\$0.00	(\$12.00)
Shino, Krcma	Payment	9/6/2021	7683	9/6/2021	36	\$0.00	\$0.00	(\$153.00)	\$0.00	\$0.00	(\$153.00)
Simplex Grinnell	Invoice	3/25/2021	8044	4/24/2021	201	\$0.00	\$0.00	\$0.00	\$0.00	\$115.00	\$115.00
Smith, Bradford	Invoice	10/1/2021	8766	10/31/2021	11	\$0.00	\$1,544.33	\$0.00	\$0.00	\$0.00	\$1,544.33
Stevens, Mike	Invoice	10/1/2021	8756	10/31/2021	11	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Swiss International Air Lines LTD	Invoice	8/31/2021	8710	9/30/2021	42	\$0.00	\$0.00	\$4.28	\$0.00	\$0.00	\$4.28
Sydow Dan						\$0.00	\$250.35	\$0.00	\$250.17	\$0.00	\$500.52
The Landline Company						\$0.00	\$3,550.14	\$5,794.14	\$0.00	\$0.00	\$9,344.28
Transportation Security Administration	Invoice	9/27/2021	8701	10/27/2021	15	\$0.00	\$8,303.00	\$0.00	\$0.00	\$0.00	\$8,303.00
United Parcel Service						\$0.00	\$0.00	\$0.00	\$130.00	\$190.00	\$320.00
University of Minnesota Duluth	Invoice	8/2/2021	8551	9/1/2021	71	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
Werpy, Jonas						\$0.00	\$193.35	\$193.35	\$0.00	\$0.00	\$386.70
Wicklein, John	Invoice	7/28/2021	8479	8/27/2021	76	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Williams, Ron	Invoice	10/1/2021	8757	10/31/2021	11	\$0.00	\$193.35	\$0.00	\$0.00	\$0.00	\$193.35
Total						\$0.00	\$161,461.14	\$80,186.01	\$35,411.73	\$519,713.36	\$796,772.24

2021 Landline Passengers

	Arrivals			Departures			2020 Grand		
	Revenue	Non-Rev	Total	Revenue	Non-Rev	Total	Grand Total	Total	Inc /Dec
January	206	7	213	265	23	288	501	1979	-1478
February	154	10	164	219	8	227	391	2053	-1662
March	194	3	197	249	1	250	447	1341	-894
April	292	2	294	340	2	342	636	121	515
May	592	12	604	578	11	589	1193	288	905
June	970	12	982	972	27	999	1981	615	1366
July	1208	26	1234	1291	25	1316	2550	889	1661
August	1055	32	1087	1189	41	1230	2317	871	1446
September	664	20	684	740	24	764	1448	713	735
October									
November									
December									
	5335	124	5459	5843	162	6005	11464	8870	2594