



DULUTH AIRPORT AUTHORITY

DULUTH AIRPORT AUTHORITY MEETING AGENDA FEBRUARY 15, 2022

AMATUZIO CONFERENCE ROOM
DULUTH INTERNATIONAL AIRPORT

Click below to access meeting by Microsoft Teams:

<https://duluthairport.com/wp-content/uploads/2022/02/DAA-February-Notice.pdf>

I *EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

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

A. Approval of January 18, 2022 Meeting Minutes.

III *DAA CASH DISBURSEMENTS

A. Operating Cash Disbursement Sheets #2, #3 and #4, 2022; Construction Fund Disbursement Sheet #1, 2022, and Operating ACH Payment Register #2, #3, and #4, 2022.

IV *CORRESPONDENCE

- A. January 18, 2022 Letter from Congressman Pete Stauber to U.S. Department of Transportation and the Federal Aviation Administration Regarding the Infrastructure Investment and Jobs Act (IIJA) Considerations to Funding Rules.
- B. Airport News: January 26, 2022 The Dallas Morning News (TNS) “American Airlines Cuts Thousands of Flights in March as Pandemic Hopes Clash with Reality”.
- C. February 1, 2022, E-Mail from Monaco Air Foundation with Summary of January 2022 Activities.
- D. Duluth International Airport Internship Informational Booklet
- E. 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 Approve an Employee Incentive Award for the Above and Beyond Customer Service to Natalie Peterson in the Amount of \$400 Pursuant to the Duluth Airport Authority's Operating Policy #5.
- B. Resolution to Approve and Accept MnDOT Grant Award for the Air Traffic Control Tower (AFTIL) Siting Study between MnDOT and the Duluth Airport Authority.
- C. Resolution to Approve Work Order 2022-2 Between Duluth Airport Authority and Short Elliot Hendrickson, Inc. (SEH, Inc.) for Hangar 101 Environmental Assessment.
- D. Resolution to Approve Work Order 2022-1 Between Duluth Airport Authority and SEH, Inc. for Terminal Building Assessment and Feasibility Study (DYT).
- E. Resolution to Approve Purchase of 2022 GMC 2500HD and 2022 GMC Yukon from Kolar Chevrolet/GMC.
- F. Resolution to Approve the Janitorial Agreement between the Duluth Airport Authority and Kleen-Tech.
- G. Resolution to Approve the Termination of the Vehicle Rental Lease and Concession Agreement Between the Duluth Airport Authority and Overland West Inc. d.b.a. Hertz Rent-A-Car and Write Off of Accounts Receivable Balance of \$10,306.61 Per Operating Policy #23.
- H. Resolution to Approve the Operator Agreement Amendment #13 Between the Duluth Airport Authority and Monaco Air Duluth, LLC.
- I. Resolution to Approve the Finishing Facility Ground Lease Agreement Amendment #2 Between the Duluth Airport Authority and Cirrus Design Corporation.
- J. Resolution to Approve Amendment #1 to the 2020-2022 Agreement Between the Duluth Airport Authority and Local 66 of A.F.S.C.M.E. Minnesota Council 5.
- K. Resolution to Approve 2022-2023 Denver Air Service Grant Funding Agreement By and Between the Duluth Airport Authority and City of Duluth.
- L. *Draft December 2021 Financial Reports.
- M. *January 2022 Accounts Receivables.
- N. *January 2022 Airline & Cargo 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).



DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

DATE: February 15, 2022

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
 - AFTIL Reimbursable Agreement Update
- Construction
- Operations and Maintenance
 - FAA Bipartisan Infrastructure Law (BIL) Funding
 - Intern Posting
 - Janitorial RFP Update
- Sky Harbor
 - Building Area Master Plan Update

BUSINESS/PROPERTY DEVELOPMENT

- Hangar 104 Appraisal

FINANCIAL UPDATE

- Maternity Leave
- Purchasing Policy #18
- ARPA Concessionaire Relief Update
- 2022 Concessionaire Audits
- 4Q21 Financial Presentation



DULUTH INTERNATIONAL AIRPORT

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MARKETING/COMMUNICATIONS

- Duluth Days
- TSA Precheck Event

LEGISLATIVE UPDATE

- NSR

PRESENTATIONS/TOURS/TRAVEL RECAP

- Duluth Chamber Let's Do Lunch Presentation

OTHER

- NSR

Submitted by,

Tom Werner, C.M.
Executive Director



DULUTH INTERNATIONAL AIRPORT

Travel Globally. Fly Locally.

Draft

MINUTES OF THE MEETING

DATE: January 18, 2022

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

DIRECTORS PRESENT: Craig Fellman
Jeff Anderson
Todd Fedora
Elissa Hansen
Kevin O'Brien

DIRECTORS ABSENT: Kim Maki
Don McIsaac

OTHERS PRESENT: Tom Werner, Executive Director
Mary Ann Wittkop, Recording Secretary
Natalie Peterson, Director of Communications & Marketing
Jana Kayser, Business Development Manager
Joelle Bodin, Finance & Administration Director
Kaci Nowicki, SEH
Shawn McMahon, SEH
Eric Monson, Lake Superior Helicopters
Makenzie Welch

OTHERS PARTICIPATING VIA ELECTRONICS
MEANS: Steve Hanke, Assistant City Attorney
Mark Papko, Director of Operations
Kathy Leon, Confidential Bookkeeper
Mike Magni, Monaco Air
Allison Andrashko, SEH
Paul Huston, HNTB

President Fellman welcomed everyone to the DAA January Board meeting and called it to order at 8:05 a.m. He invited Mr. Tom Werner to update on the Executive Director's review:

- Air Service: Mr. Werner presented the airport air service update highlighting December passengers', end of year totals, load factors, seats, national and local air services news and updates; questions followed. He spoke on the positive correspondence with DOT regarding the SCASD extension.
- Planning, Operations, and Maintenance:
 - Planning & Construction: Mr. Werner spoke on the AFTIL reimbursable agreement – has been submitted to FAA and next steps. With the Master Plan recommendations intend to go out for a construction management RFQ for future building projects.
 - Operations, and Maintenance: Mr. Mark Papko, Director of Operations, gave background information and spoke on the status of the terminal Customs Border Protection (CBP) Federal Inspection Service (FIS) facility – going through steps to evaluate facility assessment and guidelines for a plan of action and cost estimate. Questions followed.
 - Sky Harbor – Mr. Werner explained three alternative courses of action being researched for the FIS at Sky Harbor; Ms. Kaci Nowicki, SEH, detailed further on the master plan project progress.

- Business/Property Development: Ms. Jana Kayser, Business Development Manager, overviewed last year's request of termination of contract from Hertz; plan to submit resolutions next month for early termination and write off for rent; questions followed. She reviewed contract negotiations with the City of Duluth regarding the MRO ground lease; Mr. Werner detailed further.
- Financial Update: Ms. Joelle Bodin, Finance & Administration Director overviewed the annual audit -- a new audit director, the audit will be remote and in person, timeline March through April. She reviewed the ARPA concessionaire relief and presented a summary of the concessionaire relief to date.
- Marketing/Communications: Ms. Natalie Peterson, Director of Communications and Marketing, spoke on the Duluth Day's sponsorship and marketing message; questions followed.
- Legislative: Mr. Werner explained continue to keep the congressional staff delegation up to date.
- Other: Mr. Werner spoke on his appreciation to his entire team during these difficult conditions; due to cost of living and hard work from everyone a staff wage increase of six percent for all employees has been implemented; Dir. Fedora echoed appreciation to the staff.

Pres. Fellman thanked everyone for their summary review. Dir. Fedora moved to approve the December 2, 2021 special board meeting minutes, December 21, 2021 meeting minutes, and consent items. Dir. Anderson seconded. Roll call, all ayes, motion carried.

CONSENT ITEMS

Cash Disbursement Sheets #44, #45, #46, 2021, and #1, 2022. Construction Fund Disbursement Sheet #13, 2021, and Operating ACH Payment Register #5, #6, 2021 and #1, 2022.

Letters from DAA to Senator Amy Klobuchar, Senator Tina Smith and Congressman Pete Stauber regarding the Infrastructure Investment and Jobs Act (IIJA) programming considerations.

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

Letter from City Auditor to DAA requesting the annual audit for year ending 2021.

Airport News: Simple Flying Article "Playing to the Local Market: Sun Country's Growth in the Midwest"; DNT article "Duluth Airport Looks to Quell Noise Concerns" and January/February 2022 Duluthian Article "Bullish on the Future – Through Its Vision 2040 Master Plan, The Duluth Airport Authority Sets the Stage for Future Projects and Growth".

Letter from US Customs & Border (CBP) to DAA regarding removal of CBP equipment from current location at DLH.

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

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

OPPORTUNITY FOR PERSONS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Bodin overviewed the cash balance policy and recommended approval. Dir. Anderson thanked Mr. Werner for his input and insight on this process. Dir. O'Brien moved to approve the resolution for Operating Policy #28 minimum cash balance policy. Dir. Hansen seconded. Roll call – all ayes. Motion carried.

Mr. Werner explained and reviewed the amendments to the strategic plan and recommended approval. Dir. Anderson moved to approve the resolution for amendments to the Duluth Airport Authority's Strategic Plan 2020 - 2025. Dir. Hansen seconded. Roll call – all ayes. Motion carried.


Mr. Werner summarized on the amendment to the Bylaws concerning attendance; Pres. Fellman detailed further and thanked the committee for their efforts. Dir. Anderson moved to approve the resolution for an amendment to the Duluth Airport Authority Bylaws Article 3 to include attendance expectations for the Board of Directors. Questions and discussion followed; several directors expressed their approval for a very good policy. Dir. Hansen seconded. Roll call – all ayes. Motion carried.

President Fellman mentioned that Dir. McIsaac has submitted his resignation as he is moving to Canada. Discussion followed on potential candidates; any questions or interest to apply can be referred to Mr. Werner.

Dir. O'Brien moved to adjourn the meeting. President Fellman seconded and adjourned the January 18th DAA board meeting at 8:53 a.m.

Respectfully submitted,

Mary Ann Wittkop
Recording Secretary

APPROVED:  DATE: 7 FEB 22

**Duluth Airport Authority
DAA Operating Check Register #2-2022
January 14, 2022**

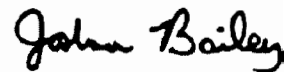
Document Number From 10997 To 11015

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10997	1/14/2022	BILLPMT	Batteries Plus	\$314.98
10998	1/14/2022	BILLPMT	Caywood Oil, LLC	\$917.86
10999	1/14/2022	BILLPMT	Century Link	\$144.00
11000	1/14/2022	BILLPMT	City Of Duluth Comfort Systems	\$10.49
11001	1/14/2022	BILLPMT	City Of Duluth, Minnesota	\$61.20
11002	1/14/2022	BILLPMT	Cummins NPower	\$303.17
11003	1/14/2022	BILLPMT	Curtis Oil & Propane	\$629.69
11004	1/14/2022	BILLPMT	Dalco	\$1,641.10
11005	1/14/2022	BILLPMT	Grainger	\$174.58
11006	1/14/2022	BILLPMT	Johnson Controls	\$458.00
11007	1/14/2022	BILLPMT	Oracle America, Inc.	\$11,039.85
11008	1/14/2022	BILLPMT	Praxair Distribution Inc.	\$92.19
11009	1/14/2022	BILLPMT	Schindler Elevator Corp	\$2,320.50
11010	1/14/2022	BILLPMT	Snell, Matthew J	\$60.00
11011	1/14/2022	BILLPMT	St. Germain's Glass	\$610.00
11012	1/14/2022	BILLPMT	Taylor, Dan	\$60.00
11013	1/14/2022	BILLPMT	The Chamber, Superior-Douglas County Area	\$373.00
11014	1/14/2022	BILLPMT	TKDA	\$1,915.59
11015	1/14/2022	BILLPMT	Welch, Ryan	\$60.00
Total				<u>\$21,186.20</u>



Airport Director

Airport Authority

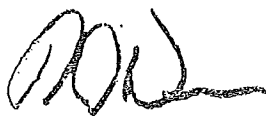


City Treasury

**Duluth Airport Authority
DAA Operating Check Register #3-2022
January 21, 2022**

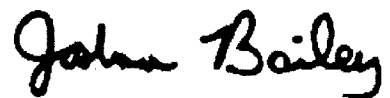
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11016	1/21/2022	BILLPMT	Alcola Solutions Group	\$1,148.79
11017	1/21/2022	BILLPMT	Century Link	\$190.88
11018	1/21/2022	BILLPMT	City Of Duluth Comfort Systems	\$21,538.31
11019	1/21/2022	BILLPMT	Essentia Health	\$35.00
11020	1/21/2022	BILLPMT	Grand Rapids Area Chamber of Commerce	\$826.00
11021	1/21/2022	BILLPMT	iFIDS.com Inc.	\$125.01
11022	1/21/2022	BILLPMT	Mid-Hudson Photo ID	\$532.00
11023	1/21/2022	BILLPMT	Republic Parking System, LLC	\$1,100.00
11024	1/21/2022	BILLPMT	Security Jewelers	\$63.90
11025	1/21/2022	BILLPMT	Spectrum Business	\$142.43
11026	1/21/2022	BILLPMT	St. Germain's Glass	\$1,035.00
11027	1/21/2022	BILLPMT	Volaire Aviation Inc.	\$2,300.00
11028	1/21/2022	BILLPMT	Waste Management of WI-MN	\$4,510.91
Total				\$33,548.23



Airport Director

Airport Authority



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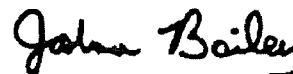
**Duluth Airport Authority
DAA Operating Check Register #4-2022
January 28, 2022**

Document Number From 11036 To 11053

Document Num	Date	Transaction Type	Payee	Amount
11036	1/28/2022	BILLPMT	Acme Tools	\$3,129.00
11037	1/28/2022	BILLPMT	Cossalter, Wade	\$250.00
11038	1/28/2022	BILLPMT	Dalco	\$478.87
11039	1/28/2022	BILLPMT	DVS Renewal	\$365.75
11040	1/28/2022	BILLPMT	iFIDS.com Inc.	\$125.00
11041	1/28/2022	BILLPMT	Innovational Water Solutions, Inc.	\$1,913.21
11042	1/28/2022	BILLPMT	Inter City Oil (ICO)	\$20,356.93
11043	1/28/2022	BILLPMT	Johnson Matt	\$249.99
11044	1/28/2022	BILLPMT	Marsden Building Maintenance	\$11,407.36
11045	1/28/2022	BILLPMT	Menards - Hermantown	\$371.75
11046	1/28/2022	BILLPMT	NAPA Auto Parts	\$26.95
11047	1/28/2022	BILLPMT	Northern Tool & Equipment	\$33.98
11048	1/28/2022	BILLPMT	Townsquare Media Duluth	\$200.00
11049	1/28/2022	BILLPMT	Turbo Diesel & Electric	\$109.95
11050	1/28/2022	BILLPMT	United States Postal Service	\$300.00
11051	1/28/2022	BILLPMT	Waste Management of WI-MN	\$669.94
11052	1/28/2022	CHK	WF Bus Payment Processing - Tom	\$80.02
11053	1/28/2022	BILLPMT	Ziegler, Inc.	\$295.92
			VOID Check #11021	-\$125.01
Total				<u>\$40,239.61</u>


Airport Director

Airport Authority


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**Duluth Airport Authority
DAA Construction Check Register #1-2022
January 25, 2022**

Document Number From 11029 To 11035

Document N	Date	Transaction Type	Payee	Amount
11029	1/25/2022	BILLPMT	1 Becher Hoppe	\$3,200.00
11030	1/25/2022	BILLPMT	1 KGM Contractors	\$4,416.25
11031	1/25/2022	BILLPMT	1 MediaUSA Adverising Inc	\$500.00
11032	1/25/2022	BILLPMT	1 Neo Electrical Solutions	\$11,014.00
11033	1/25/2022	BILLPMT	1 Short Elliott Hendrickson	\$117,098.00
11034	1/25/2022	BILLPMT	1 Short Elliott Hendrickson	\$61,775.00
11035	1/25/2022	BILLPMT	1 Swim Creative	\$6,835.58
Total				<u>\$204,838.83</u>



Airport Director



City Treasury

Duluth Airport Authority
DAA Operating ACH Payment Register #2-2022
January 14, 2022

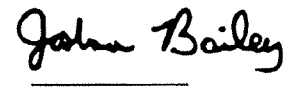
Confirmation Number 0130395

Document Number	Date	Transaction Type	Payee	Amount
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00000017/10	1/14/2022	BILLPMT	Peterson, Natalie	\$60.00
00000017/11	1/14/2022	BILLPMT	Sinnott, Paul	\$60.00
00000017/12	1/14/2022	BILLPMT	Timm, Kenneth	\$60.00
00000017/13	1/14/2022	BILLPMT	Werner, Thomas	\$60.00
00000017/14	1/14/2022	BILLPMT	Wittkop, Mary Ann	\$60.00
00000017/2	1/14/2022	BILLPMT	Bodin, Joelle	\$60.00
00000017/3	1/14/2022	BILLPMT	Graves, John	\$60.00
00000017/4	1/14/2022	BILLPMT	Inter City Oil (ICO)	\$67.00
00000017/5	1/14/2022	BILLPMT	Kayser, Jana	\$60.00
00000017/6	1/14/2022	BILLPMT	Leon, Kathy	\$60.00
00000017/7	1/14/2022	BILLPMT	Papko, Mark	\$60.00
00000017/8	1/14/2022	BILLPMT	Paul Bunyan Communications	\$843.33
00000017/9	1/14/2022	BILLPMT	Paul Bunyan Communications	\$1,160.00
Total				<u>\$4,120.33</u>



Airport Director

Airport Authority



City Treasury

**Duluth Airport Authority
DAA ACH Payment Register #3-2022
January 21, 2022**

Confirmation Number 0200366

Document Number	Date	Transaction Type	Payee	Amount
00000018/1	1/21/2022	BILLPMT	AMCG Aviation Management Consulting Group	\$2,175.00
00000018/10	1/21/2022	BILLPMT	Peterson, Natalie	\$33.68
00000018/11	1/21/2022	BILLPMT	Swim Creative	\$214.59
00000018/2	1/21/2022	BILLPMT	Arrowhead Tap House	\$21.27
00000018/3	1/21/2022	BILLPMT	Doorco Inc.	\$157.00
00000018/4	1/21/2022	BILLPMT	Guardian Pest Solutions	\$71.50
00000018/5	1/21/2022	BILLPMT	Guardian Pest Solutions	\$72.77
00000018/6	1/21/2022	BILLPMT	Guardian Pest Solutions	\$48.51
00000018/7	1/21/2022	BILLPMT	Hotsy Minnesota	\$547.40
00000018/8	1/21/2022	BILLPMT	Leon, Kathy	\$14.14
00000018/9	1/21/2022	BILLPMT	Menards - Hermantown	\$46.45
Total				<u>\$3,402.31</u>



Airport Director

Airport Authority



City Treasury

Duluth Airport Authority
DAA ACH Payment Register #4-2022
January 28, 2022

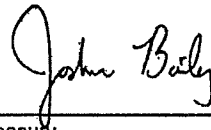
Confirmation Number 0270376

Document Number	Date	Transaction Type	Payee	Amount
00000019/1	1/28/2022	BILLPMT	Citon	\$64.56
00000019/2	1/28/2022	BILLPMT	Compudyne, Inc.	\$1,951.15
00000019/3	1/28/2022	BILLPMT	iFIDS.com Inc.	\$0.01
00000019/4	1/28/2022	BILLPMT	Jamar Company	\$7,640.45
00000019/5	1/28/2022	BILLPMT	Menards - Hermantown	\$41.07
00000019/6	1/28/2022	BILLPMT	Metro Sales, Inc.	\$287.91
Total				\$9,985.15



Airport Director

Airport Authority



City Treasury

Congress of the United States
House of Representatives
Washington, DC 20515-2308

January 18, 2022

The Honorable Pete Buttigieg
Secretary
U.S. Department of Transportation
1200 New Jersey Ave. SE
Washington, DC 20590

The Honorable Steve Dickson
Administrator
Federal Aviation Administration
800 Independence Ave. SW
Washington, DC 20591

Dear Secretary Buttigieg and Administrator Dickson:

On November 15, 2021 President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA) into law. Within this legislation is the Airport Terminal Program which appropriates \$5 billion toward airport terminal projects and includes the relocating, reconstructing, repairing, or improving of airport owned air traffic control towers (ATCT). This funding is intended to help improve or replace our nation's aging aviation infrastructure.

Duluth's 70-year-old, airport owned, air traffic control tower fits this category. However, we are concerned that if the FAA's Airport Improvement Program (AIP) is used as a program framework for the new Airport Terminal Program, it will render much of the funding inert when applied to airport owned ATCTs. Significant portions of an airport owned ATCT could be considered ineligible for IIJA ATCT funding. Here are a few of the areas the FAA should rule eligible:

- Revenue Generating Development- Construction of revenue producing aeronautical support facilities is not eligible under AIP (FAA Order 5100.38D, Table C-2 (42). An airport owned ATCT facility is inherently revenue generating. It is leased to the FAA so that federal air traffic controllers can provide world-class services in support of our nation's air safety and commerce. In some cases, a joint ATCT facility may also house FAA Technical Operations staff. Tech Ops is critical to the maintenance of navigational aids owned by the FAA, not only at the home-airport but throughout their service region. Airport owned ATCT facilities with FAA lease agreements are the only reasonable contractual vehicle and therefore are a revenue generating operation. This was intended when the airport owned ATCT project category was added to the IIJA.

While a lease between the airport and the FAA is technically considered revenue generating, it does not create a profit. Revenue from the lease of an ATCT facility, whether it only is home to federal air traffic controllers or is also home to FAA tech ops staff, is used to cover landlord costs such as janitorial, building maintenance, and other facility related costs. I urge the FAA to

consider revenue generating space, in locally owned ATCT facilities, as eligible within the Airport Terminal Program of the IIJA.

- Ancillary Space Requirements- Airport owned ATCT facilities require ancillary space that is critical in performing the air traffic control function such as office, conference room, and parking, etc. If AIP is used as an eligibility framework for the Airport Terminal Program funding, this space could be considered ineligible. The FAA should include ancillary space within towers as eligible in the airport owned ATCT portion of the Airport Terminal Program.
- Letter of Intent Program (LOI)- The FAA's LOI Program (FAA Order 5100.38D, Section 1) should be applied to IIJA Terminal Program grants. The LOI Program helps fund large-scale capacity projects at primary or reliever airports. LOIs state that the FAA intends to obligate AIP discretionary and entitlement funds from future budgetary authority in an amount not greater than the Federal Government's share of allowable costs for that project. While AIP may not ultimately govern grants under the IIJA, use of the LOI program will allow airports to undertake large complex and multi-phase projects that will result in new and modern infrastructure, like airport owned ATCTs. The LOI Program is used specifically for projects that preserve or enhance capacity, the FAA should acknowledge the impact terminal projects, such as new terminals and ATCTs, have on preserving or enhancing airport capacity.
- Synergy with Facilities and Equipment (F&E) Projects- The IIJA provides additional funding to the FAA's F&E budget. In instances where airport owned ATCT facilities are considered for grant awards, we ask for synergy with F&E expenditures. This is important when considering FAA equipment for new airport owned ATCTs and space allocations and equipment needs for based technical operations staff.

If the IIJA Terminal Program's rules are tied strictly to AIP, it would limit the intent of the bill, ultimately rendering much of an airport owned ATCT facility out of scope and ineligible for this dedicated funding. This could terminate many airport owned ATCT projects before they even begin. This was not Congress' intent and I urge the FAA to consider the items listed in this correspondence.

Thank you for considering these thoughts when determining IIJA ATCT funding rules.

Sincerely,



PETE STAUBER
Member of Congress

American Airlines Cuts Thousands of Flights in March as Pandemic Hopes Clash with Reality

By Kyle Arnold

Source The Dallas Morning News (TNS)

Jan. 26, 2022

American Airlines has cut thousands of flights from its schedule for the month of March as omicron, pilot shortages and delivery delays on Boeing's 787 planes hinder the recovery from the two-year-old COVID-19 pandemic.

The Fort Worth-based airline has axed nearly 40,000 flights from its March plans since the middle of December, including more than 1,600 arrivals and departures out of DFW International Airport, the airline's biggest hub, according to Dallas-based Airline Data Inc.

An American Airlines spokesman confirmed the cuts and said the airline is working with passengers in advance to make sure that changes create "minimal" impact on customers.

Other airlines, including Atlanta-based Delta and Chicago-based United, have made similar cuts in recent weeks as they face the same issues confronting American. Delta has cut about 30,000 flights for March in recent weeks and United has cut 10,000 flights.

Dallas-based Southwest Airlines, which only releases schedules five to six months in advance of flights, hasn't made the same kind of flight reductions for March.

Many of American's schedule reductions came in mid-December and the rest occurred earlier this month, the company said.

The cuts come during another key travel period — spring break, when airports often see their biggest crowds of the year. American made similar cuts to its January and February schedules, although those months are often the weakest travel periods of the year for airlines between Christmas holidays and the beginning of the spring and summer travel rush.

For DFW travelers, it doesn't necessarily mean that destinations from the North Texas airport are disappearing, but there will likely be fewer daily flights to cities such as Midland and St. George, Utah. DFW is losing about 52 flights a day in March but will still see as many as 1,512 arriving and departing flights on Tuesday, March 8, its busiest day for flights during the spring break rush.

Airlines often make flight plans 10 or 11 months in advance, and that means making cuts or additions as COVID-19 continues to make the future unpredictable, said Jeff Pelletier, co-founder of [Airline Data Inc.](#)

"It's left airlines in a wait-and-see mode," Pelletier said. "But all the airlines are getting better at balancing the unknown — and there are a lot of unknowns right now."

While American Airlines' leaders are optimistic the omicron-fueled COVID-19 surge has peaked, the airline continues to reduce its expectations for the coming months as it faces the other realities caused by the ongoing global health crisis, including supply chain and labor constraints.

"Everything that we see suggests that there is a pent-up desire for people to get out on the road, whether it's for leisure or business," American Airlines president and incoming CEO Robert Isom said last week.

Between bottlenecks with its Boeing 787 jets and pilot training, American Airlines is being forced to cut back, even though leisure travelers are eager to fly and businesses are gradually sending more employees on trips.

American Airlines said last week that it's talking with Boeing about additional compensation for delays on 19 Boeing 787 jets that were supposed to be delivered in 2021, planes the carrier needs for long-haul travel to Europe, South America, Asia and for cross-country flying.

"As for 2022 capacity, much of our plans are subject to the uncertain timing of deliveries of our aircraft," American Airlines chief financial officer Derek Kerr said last week. "As I mentioned previously, we removed these aircraft from our near-term schedule to protect our customers."

Boeing [halted delivery of its signature 787 Dreamliner jets last year because of production issues](#).

The Chicago-based aircraft manufacturer still hasn't indicated when those planes may be OK'd for delivery.

American Airlines also [needs to hire as many as 2,000 pilots this year to make up for a big chunk of the company's pilots](#) hitting retirement age and for others who took early retirement packages during the pandemic.

But getting pilots hired and trained takes months, and airlines are also trying to figure out how to hire pilots without taking staff pilots from regional airlines that are critical to its network.

"The biggest issue that we're dealing with is the throughput of pilots and getting them through training," Isom said. "We've invested an incredible amount of resources [in] having training assets ready to go. Those are all coming online."

Mary Ann Wittkop

From: Don Monaco <donm@monacoairduluth.com>
Sent: Tuesday, February 1, 2022 7:37 AM
To: Tom Werner; craig.fellman
Cc: 'Dave Gaddie (dgaddie@bell.bank)'; 'Greg Fox (gregandsheilafox@hotmail.com)'; Bill King (skykingpilot@gmail.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: January, 2022 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 January, 2022 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



Duluth International Airport Internship

The Internship program at DLH allows for the student to work alongside and get real hands-on experience within multiple departments on the Airport Spectrum. The student will dive into the details of separate lines of airport business for a duration of 1-2 weeks. Each department the student works with will provide a project(s) to research, compile, and present to the Department Manager/Director at the end of each assignment. The intern will spend time in the following departments: Planning/Development, Terminal, Airside, Public Safety, Sky Harbor Airport, Finance, Business Development, and Marketing.

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Duluth International Airport

Who We Are

As an Airport we strive to provide accessibility, best-in-class service and experiences that this region deserves. As an access point to one of America's greatest small cities we hope to connect anyone who passes through to one of the worlds most spectacular outdoor playgrounds. As a leader of air travel in this region, the Duluth Airport Authority works to connect our community to locations across the U.S. with a dedicated staff and superior service.

A Few Things to Remember:

Vision:

"Our Vision is to be a world-class aviation center that drives economic development and connects the region to the global economy."

Mission:

"We are committed to delivering a superior airport experience in a safe and secure environment, while enriching the region's economy."

Organizational Values:

"Professionalism, Integrity, Accountability, Driven, Respect"

The Internship Master Plan

The First Day

Welcome to the Duluth International Airport and the start of one of the most rewarding experiences! The duration of this internship will be filled with new experiences, training, projects, meetings, and fulfilling hard work! Be sure to make the most of every opportunity given to you and allow it to aid you in your future endeavours!

Tentative Schedule

The following schedule is a rough outline for your time at DAA and is subject to change.

Week	Department
1-2	Planning/Development
3-4	Airside
5	Marketing
7-8	Finance
9-10	Public Safety
11-12	Sky Harbor
13	Terminal/Landside
14	Business Development
15	As needed

Schedule, Wardrobe, Miscellaneous

Your schedule will follow normal business hours during the general work week (Monday - Friday). This may change depending on the department you are in and the project you are working on so be sure to communicate with your Manager/Director and work out a timeframe for the duration you are with them. For wardrobe you are expected to wear business casual, which may also change depending on the department or task you are given – be sure to communicate with your lead and you can set up an outline for your time in their department. As an employee of DAA, you have the opportunity to purchase steel toe boots and be fully reimbursed up to \$250. These boots can be used for your time with the airside department to ensure proper protection. For lunch you can either bring a lunch, go off the airport property to get food, or eat at the Arrowhead TapHouse inside the terminal - they offer a range of discounted food options for all employees that you can order and pick up from in minutes!

Parking and Badging

For parking at the airport, you will park in the lot directly west of the terminal (this is where all DAA employees park). On your first day you will receive a parking hang tag to put in your car to ensure you will not get ticketed. Every employee of the airport is required to have an airport badge, there are multiple different levels and clearances depending on your status at the airport. As an intern, you will undergo a security threat assessment for a badge, get fingerprinted for a background check, and have your photo taken. This badge allows you to enter rooms and offices, entrance into the building, as well as provide you clearance for your movements on and around the airport airfield.

Meetings

Throughout your time as in intern at DAA, you will have the opportunity to sit in on various meetings. Board meetings, Tenant meetings, Director/Manager meetings, and so much more! If you get the opportunity to sit in on these meetings, be sure to stay alert and take notes with any questions or comments you may have. This is a great opportunity to hear and see real world planning and development at the airport.

Checklist

As you start your time with the DAA, here are a few things to ensure you complete within your first week or two. You may accumulate more things to do as your work begins to takeoff, but this is a great place to get started.

- ☐ Get your parking tag and fill out the coinciding form
- ☐ Apply for your airport badge
- ☐ Create an email signature
- ☐ Read through both the personal and operating policy manual
- ☐ Fill out your HR paperwork
- ☐ Get your timecard started for payroll
- ☐ Check your schedule outline to ensure no conflicts arise
- ☐ Create goals and objectives for your time at DAA

Operations

Planning/Development

Airport planning and development is the process used to establish guidelines for the efficient development of airports that is consistent with local, state, and national goals. As an operations Manager it is important that you ensure all airport resources are effectively used for planning and development in a financially sensible manner. The Director of Operations uses CFR part 139 and the ACM as an outline and guidance for decisions and changes made at the airport. As an intern in this department you will follow, listen, and see the different aspects that go into the planning and development for the airport in a day-to-day schedule.

Your day to day will consist of sitting in on various meetings to truly see and be a part of the inner workings of an airport and its operations. Many conversations include the use of AIP grant money, different construction and rehabilitation projects, the master plan, consultant selection for upcoming projects, noise abatement, and overseeing and making decisions for multiple departments. Time in this department will show you how interconnected and intricate every detail is for the overall success and execution of long-term practices.

Airside

Airside operations is the department that focuses on the part of the airport that is directly involved with the arrival and departure of aircraft. At DLH, the airside team works with a handful of different departments on various tasks. A few of their everyday tasks are as follows: management of movement areas, foreign object debris (FOD) detection, wildlife management, equipment upkeep, and overall airfield management. The Airside Manager also has a close relationship with tenants on the airfield. Here at DLH a few of our tenants are Monaco Air, Cirrus Aircraft, Lake Superior College, the 148th Air National Guard, and many more. As an intern, you will have the opportunity to work alongside with the Airshow that takes place here at the airport. You will be able to help with creating and publishing NOTAMs, airfield inspections, sitting in on airshow meetings, and see the overall coordination of the DAA, the FAA, performers, and everyone else involved in executing such a large event. When the airshow comes to an end, you will have the opportunity to assist with daily airside tasks. These activities can range from fixing or runway/taxiway lighting, changing sign panels, daily inspections, equipment upkeep, and anything else the day may throw your way.



Terminal/Landside

The terminal and landside operations focus on how to optimize a safe operation in harmony with airport security requirements and activities that generate revenue at the airport. This department also focuses on providing a positive passenger experience. Working with the terminal and landside team will show you the importance of maintaining and upkeep of equipment and facilities here at the airport. The landside team works hard to keep the terminal operating in peak functionality – whether its devising a snow and ice removal plan, fixing jet bridge issues, electrical systems, and so much more. As the intern, you will have the opportunity to follow along with this team and assist in the interconnectedness of the terminal to the rest of the airport.

Sky Harbor

Sky Harbor Airport was founded in 1939 and is owned and operated by DAA and accommodates both land and sea plane traffic. It is located on the end of the world's longest freshwater sand pit and is surrounded by its natural environment. Sky Harbor Airport is seamlessly integrated into a natural environment of beaches, trails, and forestry, making it a great airport for a more simplistic approach to the skies. Sky Harbor is an airport filled with history and longevity for anyone who comes across it. During your time at Sky Harbor, you will have the opportunity to focus on the General Aviation traffic the DAA encounters and the different regulations a smaller airport must abide by. It's a great change of pace from the main terminal and can really help you get immediate experience of managing an airport.

Public Safety

Public safety is one of the most important aspects of managing an airport. Airport security, TSA, and the airport fire department have dedicated resources that focus on public safety 24 hours a day. Within the public safety department, they create badges, follow security directives from TSA, maintain the airport security program, create the emergency management plans, and foster an overall safe environment for all. Public Safety works to keep travelers and employees safe by staying current and aware of the fast-changing world of aviation. As an intern you will get a direct look into the importance of compliance and communication throughout the airport and the tenants.

Administration

Marketing

Airport Marketing is a key aspect that can help improve the overall image of the airport while also attracting more passengers, new tenants/concessionaires, and have the potential to add new destinations and or air carriers. It is important to make sure the airport has a clear marketing strategy that coincides with current economic, environmental, and industry trends and issues. As an intern, you will be able to watch a marketing strategy take form and be implicated across the airport. You will have the opportunity to follow alongside the general marketing plan and executing and implementing various events and programs. You will learn that marketing at an airport is much more than the posters and ads you see online, but rather a way to directly connect with anyone who comes across the airport. An effective marketing strategy not only creates a strong rapport with the local community, but also fosters collaboration that can grow and flourish for years to come.

Finance

Airport financials are a key aspect to ensure longevity of the airport. Airport finances work with and focus on a wide range of items like managing the budget, working on payroll, setting rates and charges, forecasting fees, and any other aspects that deal directly with funding. During your time as the intern, you will be able to assist and conduct different surveys, get a glimpse into the human resource world, and directly learn about federal grants and loans. The finance department works to fund projects, equipment, and renovations along with ensuring that the airport is remaining profitable. Finance takes data and information from different parts of the airport and works to allocate funding to make these plans happen.

Business Development

Business Development focuses on the tasks and processes to develop and implement growth opportunities between the airports and any respective organization. Business development focuses on creating long-term value for the airport's customers, markets, and relationships. As the intern you will get to interact with different tenants at the airport, review contracts and agreements, and understand the logistics of direct relationships with the airport. A crucial aspect of Business Development is knowing the importance of all aspects of airport planning, operations, marketing, and capital development to help grow a strong long-lasting foundation for success.

Welcome to Duluth!

Final Regards

During your first few weeks, you will meet many new co-workers, supervisors, managers, and staff throughout the airport. We are all here to support and help you grow both professionally and personally! As a team we hope our Intern finds their time here challenging, meaningful, and rewarding.

A successful internship with DAA is more than just completing projects and performing jobs. This opportunity will allow you to gain hands on experience in a wide range of everyday airport tasks. This opportunity will enable you to develop meaningful work experience, build your resume, and create a strong network of professionals in your field.

Best of luck at your new post and Welcome to the team!




DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

January 31, 2022

MEMORANDUM FOR RECORD

RE: Employee Incentive Recommendation

In accordance with Duluth Airport Authority's (DAA) Operating Policy 5 (OP 5), I recommend a \$400 incentive award for Natalie Peterson.

I have investigated the circumstances resulting in the recommendation and support its submission to the DAA Board of Directors for consideration under OP 5. The following summary was submitted by Ms. Barb Lanning to support the recommended award:

On Tuesday, January 18th of this year, my husband dropped me off at the airport. I was on my way to visit a friend in Phoenix. I was going up the escalator to go through security. I was looking for something in my purse and was oblivious to reaching the top of the escalator. I fell flat on my face. My nose was bloodied, glasses bent, and skinned up. It was totally my fault. I got up and gathered my things and headed to the restrooms to clean up. It was closed off for cleaning, so I asked if I could come in so I could wash my face. Her name was Debbie, who was also my hero that day. In comes the sweetest angel God could have created, Natalie Peterson. She brought me band-aids, ointment, an ice bag to put on my nose, and helped me clean up. She helped me through security, then stopped at the gift shop to buy me some Advil and a drink. I kept telling her I had money to buy those, but she wouldn't have any part of that. I'm not sure what her position she has there, but she went above and beyond that to make sure I was comfortable. She's definitely a keeper and I'm so grateful!!!

We are so thankful for the Duluth International Airport. Getting in and out of there is a breeze compared to MSP, it has the small-town atmosphere, and excellent, caring employees!

It is without question that Natalie's commitment to customer service and care for each passenger deserves recognition. Please refer questions regarding this recommendation to the undersigned.

Sincerely,

**Tom
Werner**

 Digitally signed by
Tom Werner
Date: 2022.01.31
10:55:08 -06'00'

Tom Werner, C.M.

Executive Director

Duluth Airport Authority

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on January 31, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project 6901-206), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits** Exhibit A (Credit Application) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this

Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
FAA Reimbursable Agreement - AFTL Study	N/A	70%	30%
Federal Committed:	\$0.00		
Federal Multiyear:	\$0.00		
State:		<u>\$398,894.33</u>	
Grantee:		<u>\$170,954.71</u>	

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$398,894.33.
- 4.5 **Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A (Credit Application), which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: upon the completion of services.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of

receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Matthew Lebens, North Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155, Phone 612-422-4171, matthew.lebens@state.mn.us, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mark Papko, Director of Operations, Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811, Phone (218) 625-7767, mpapko@duluthairport.com . If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works

and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by the State. The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government

shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 Additional Provisions

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[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

CONTRACT MANAGEMENT

By: _____

Date: _____

Mn/DOT Agreement No. _____

For period beginning _____, 20____; ending _____, 20____.

*FINAL/PARTIAL (CIRCLE ONE)

Title _____

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
_____ of the Municipality of _____, in the County
of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **Duluth Airport Authority** as follows:

1. That the state of Minnesota Agreement No. **1049486**

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A6901-206** at the **Duluth International Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

Duluth Airport Authority.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 2020

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

VII C

Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2022-2 for Environmental Assessment – Hangar 101 Project at the Duluth International Airport

Terms:

- Estimated start date of February 15, 2022
- Estimated end date of March 30, 2023

Agreement Overview:

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

Background:

Hangar 101 at the Duluth International Airport (DLH) is in the building area south of Taxiway A and west of the airport SRE Building. Hangar 101 is no longer useable. The structure has deteriorated, and due to safety concerns and the state of the building, the hangar has been condemned. The Federal Aviation Administration requires an Environmental Assessment (EA) to study...

The EA will study alternatives to address safety concerns and hangar/aeronautical space needs. The EA will consider demolition, rehabilitation, relocation, and No Action alternatives and additional alternatives will be developed if needed to meet the proposed action.

The various project elements anticipated as part of the action include:

1. Addressing safety issues with the existing hangar
2. Providing needed space for development with aeronautical use
3. Evaluate need for environmental remediation

The study is funded by a MnDOT state grant which will fund 70 percent of the cost, with local funding covering the remaining 30 percent.

**WORK ORDER
No. 2022-2
Between**

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

Dated: February 15, 2022

**ENVIRONMENTAL ASSESSMENT – HANGAR 101
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes completion of an Environmental Assessment for the demolition of the Hangar 101 at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 11-20-18) between the DAA and SEH remain in effect for this work order.

Estimated start date is February 15, 2022; estimated end date is March 30, 2023.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$91,200.00.

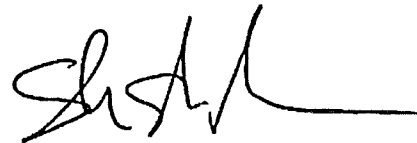
Descriptions of the services to be provided are included in Attachment A. Detailed estimate of labor cost and expenses are included in Attachment B.

Point of Contact: Kaci Nowicki, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal

Date: _____

Date: February 15, 2022

Title: _____

Date: _____

Attachment A

Duluth International Airport (DLH)

Environmental Assessment

Scope of Work Outline

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

The EA will study alternatives to address safety concerns and hangar/aeronautical space needs. The EA will consider demolition, rehabilitation, relocation, and No Action alternatives and additional alternatives will be developed if needed to meet the proposed action.

The various project elements anticipated as part of the action include:

1. Addressing safety issues with the existing hangar
2. Providing needed space for development with aeronautical use
3. Evaluate need for environmental remediation

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

1. Environmental Assessment

This work scope includes:

Study Element 1: Project Initiation, Meetings, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development - Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA), the Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MNDOT) to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Meetings – SEH will maintain continuous contact with the DAA (sponsor), MNDOT, and FAA through e-mail, regular mail, phone, working papers and deliverables. The sponsor, MNDOT, and FAA will have the opportunity to review and comment on the project deliverables. The following subtasks include time to prepare, coordinate, meet, and build consensus. The following meetings are included.

Task 1.2.1 – SEH Project Team Meetings – This task includes meetings by the SEH team to discuss project elements, schedule, issues, and provide coordination between team members. Six (6) meetings anticipated.

Task 1.2.2 – Agency Meetings – This task includes monthly coordination meetings by the SEH project team, MNDOT, FAA, DAA staff, and other individuals and agencies as needed, to discuss the status of the Environmental Assessment, receive feedback and any other related items. Up to eight (8) additional document review work sessions are anticipated. Meeting topics will include reviews of chapters of the Environmental Assessment as well as topic-specific meetings to discuss issues related to the project. The meetings may cover the following topics or decision points:

1. Purpose and Need
2. Alternatives
3. Affected Environment & Environmental Consequences - Meeting #1;
4. Affected Environment & Environmental Consequences - Meeting #2;

5. Cumulative Effects and Final Draft EA
6. Draft EA Comment responses and Final EA

These meetings will be accomplished via conference call or online meeting.

Task 1.2.3 – Airport Authority Meetings – This task includes attendance at DAA meetings to provide project update presentations to the board members. Up to three (3) meetings anticipated. The various meetings may cover a mix of the following topics:

- Project kick-off and EA process, Purpose and Need and, Alternatives
- Affected Environment & Environmental Consequences, Cumulative Effects, Final Draft EA and EA publication process
- Draft EA Comment responses and Final EA

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress and budget, and preparing monthly invoices.

Task 1.4 – Agency Coordination – SEH will prepare a project distribution list and solicitation of views (SOV) letter. Distribution will be coordinated with the FAA. The project schedule will be designed and managed to ensure the EA/FONSI can be completed within one year. SEH will prepare schedule and progress updates for required reporting in the Dashboard. This task also includes SEH support for FAA and DAA development of a Memorandum of Agreement (MOA) with consulting parties to address concurrence points such as Purpose & Need and Required Mitigation.

Task 1.5 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

Deliverable: Project scope, agreement, SOV letter, and meetings.

Study Element 2: Environmental Assessment

The National Environmental Policy Act of 1969 (NEPA) process and preparation of the EA is defined by the Council on Environmental Quality (CEQ) regulations for implementing the provisions of NEPA, 40 Code of Federal Regulations (CFR) parts 1500-1508; Department of Transportation Order DOT 5610.1C, Procedures for Considering Environmental Impacts; and other related statutes and directives. FAA developed Order 1050.1F and Order 5050.4B to define FAA policy and procedures to ensure agency compliance with those requirements. The EA will be prepared according to those requirements, using planning documentation and justification supporting the proposed airport action.

The following identifies the proposed work program for completion of the Environmental Assessment.

Task 2.1 - Purpose and Need - This chapter will document the project purpose and need. The Draft chapter will be submitted to the ADO for review and comment prior to completing subsequent chapters.

Task 2.2 - Proposed Action and Alternatives – The project alternatives to meet the project purpose and need and all associated elements will be described in detail in this chapter. A no action alternative will be included and carried forward throughout the EA. The chapter will include explanation as to why dismissed alternatives (if any) were eliminated from further study, along with appropriate charts, graphs, and figures to aid in understanding the alternatives. SEH in consultation with the project team will develop at least one (1) alternative to evaluate the

potential to minimize or mitigate adverse impacts due to the project. The alternatives will be summarized in a table at the end of the chapter.

Task 2.3 – Affected Environment and Environmental Consequences – The environment on and around the airport will be described and used as the basis to describe the effects of the Action Alternative, No Action and other alternatives selected to be carried forward for further consideration. The section will include exhibits to describe the existing conditions of affected areas, existing and planned land uses, assumptions used to determine the secondary impacts, and other interrelated facility and procedural actions.

The purpose of the environmental consequences section is to examine each of the potential environmental impact categories as defined by FAA Order 1050.1F, Environmental Impacts: Policies and Procedures to determine the potential environmental consequences to environmental resources resulting from the preferred alternative development action.

1. **Air Quality:** The City of Duluth is a maintenance area for carbon monoxide. Therefore, the EA will include an assessment of general conformity requirements under the Clean Air Act. The EA will include description of any measures to be incorporated in the action to minimize adverse air quality effects, including control of air pollution during construction. No air quality modeling or monitoring included in this Scope of Work.
2. **Biological Resources (including fish, wildlife, and plants):** The project location is within the airport fence on fully developed land adjacent to the airfield. A finding of No Effect is anticipated for all species under the Endangered Species Act (ESA). A botanical survey, wildlife resource survey, or wildlife hazard assessment are not included in this Scope of Work.
3. **Climate:** The EA will discuss potential climate impacts, including a discussion of greenhouse gases (GHG). We anticipate that GHG emissions will not change significantly, which will require a factual basis to support this assessment. A discussion of GHG emissions during construction will also be included.
4. **Coastal Resources:** The project is in Minnesota's Coastal Zone which is subject to the Coastal Zone Management Plan. The project area is approximately nine (9) miles beyond the nearest Coastal Barrier Resource System, which is located on Minnesota Point. The EA will describe that no impacts to the Coastal Zone Management Program or to Coastal Barriers are anticipated.
5. **Department of Transportation Act, Section 4(f):** Any adverse effects to Hanger 101 may be considered Section 4(f) impacts. This scope includes coordination with FAA to determine Section 4(f) impacts due to the project. SEH will work with FAA to determine and complete appropriate Section 4(f) documentation based on consultation with the Department of Interior (DOI). This will include a draft and final evaluation and documentation of concurrence from parties having jurisdiction over the 4(f) property. The 4(f) evaluation will review feasible and prudent alternatives to meet the project purpose. The EA will provide description of effects to the historic property as determined by the officials having jurisdiction thereof. The final 4(f) evaluation will be included in the EA document.
6. **Farmland:** The project location is fully developed land adjacent to the airfield. No farmland nor farmland mapped soils are present. Therefore, the Farmland Protection Policy Act is not applicable, and no farmland analysis is included in this scope of work.
7. **Hazardous Materials, Pollution Prevention, and Solid Waste:** A Phase I Environmental Site Assessment (ESA) and Regulated Materials Assessment have been completed for Hangar 101. The building contains regulated materials. The EA will include discussion of these materials and recognized environmental conditions (RECs) on the project area being considered for demolition/disturbance. Any other known or previously documented environmental conditions will also be described. The EA will

describe the potential for the Proposed Action to disturb or otherwise impact or be affected by any known or found contamination.

Airport actions which relate only to airfield development (runways, taxiways, and related items) will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself. The EA will discuss the projected quantity and type of waste generated through rehab and/or demolition and appropriate methods of collection or disposal.

8. **Historical, Architectural, Archeological and Cultural Resources:** SHPO has concurred with the FAA finding that Hangar 101 is eligible for listing on the National Register of Historic Places. Hangar 101 is the only eligible resource within the Area of Potential Effect (APE). The EA will document FAA coordination with the SHPO and other consulting parties regarding the project. The EA will provide description of effects to the historic property as determined by the officials having jurisdiction thereof. This scope includes coordination with consulting parties regarding mitigation for adverse effects to the historical resource, if any.
9. **Land Use:** The Compatible Land Use section will review all the relevant zoning and land use plans for conflicts with the proposed action, and will also review the potential for conflict with planned land use districts. An exhibit of land uses and/or zoning districts will be included. Land use impacts resulting from other impacts exceeding the thresholds of significance which have land use ramifications (for example, disruption of communities, relocation, induced socioeconomic impacts, wetlands, floodplains, critical habitat or endangered or threatened species) will be analyzed in this context and described accordingly under the appropriate impact category with any necessary cross-references to the Compatible Land Use section to avoid duplication.
10. **Natural Resources and Energy Supply:** Use of natural resources other than fuel needs will only be examined in this category if the action involves a need for unusual materials or those in short supply, which is not anticipated. Results of the determination will be reported in the EA.
11. **Noise:** FAA guidelines state that no noise analysis is necessary for proposals involving Design Group I and II airplanes in Approach Categories A through D operating at airports whose forecast operations do not exceed 90,000 propeller operations or 700 jet operations. Although the annual jet operations exceed 700, the actions considered in the EA are not expected to affect jet aircraft operations. The noise impacts from each alternative will be discussed qualitatively. No noise analysis is included in this scope of work. Although considered unlikely, if future actions connected to the project within the next five (5) years would increase jet operations a noise analysis may be amended into this review.
12. **Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks:**
 - a. **Socioeconomic Impacts:** Principal social impacts to be considered are those associated with relocation or other community disruption which may be caused by the proposal including construction impacts. The EA will also consider the degree of controversy generated by the project on environmental grounds, as much as can be determined from agency communication, published articles, and correspondence received from the Airport Sponsor or on its behalf. The EA will also describe the socioeconomic benefits of the airport.
 - b. **Environmental Justice:** The impact of the proposed actions on environmental justice claims will be reviewed for "disproportionately high and adverse" effects on minority and low-income populations. The evaluation, as appropriate, will be made using 2010 US Census bureau data information and the EJ screening tool.

- c. Children's Health and Safety: The EA will identify and assess environmental health risks and safety risks that could disproportionately affect children.

13. **Visual Effects Including Light Emissions**: The EA will consider the extent to which any lighting or visual effects associated with the proposed actions will create an annoyance among people in the vicinity of the installation. No lighting effects are anticipated. Visual effects of the alternatives will be described in the EA.

14. **Water Resources**:

- a) Floodplains: The study area is not located in a mapped floodplain. The location of the nearest mapped 100-year floodplain relative to the proposed action will be reviewed. Although no floodplain impacts are anticipated, results of this review will be included in the EA.
- b) Water Quality: The EA will describe surface water resources in the project vicinity, and include sufficient description of planning design, mitigation measures and construction controls applicable to the proposed action to demonstrate that state water quality standards and federal, state and local permit requirements will be met. The EA will reflect the results of consultation with regulating and permitting agencies and with agencies that must review permit applications. Such factors as storm and sanitary sewer design, requirements for additional water supplies or waste treatment capacity, erosion controls to prevent siltation, provisions for containing fuel spills and waste water from aircraft washing, designs to preserve existing drainage or to minimize dredge and fill, and location with regard to an aquifer or sensitive ecological area such as wetlands and streams will be considered to the extent applicable to the individual proposed action. The EA document will include recommendations for mitigation by avoidance and minimization of adverse impacts to water quality matters via conceptual design, construction and land management practices. The preparation of project design or preliminary engineering for water quality treatment and management is not included within this scope.
- c) Wetlands: The project location is fully developed land adjacent to the airfield. No wetlands are present in the project area. The potential impacts to wetlands and streams will be assessed using desktop review of any downstream/nearby aquatic resources. Results of coordination with any officials having jurisdiction (Army Corps of Engineers – Section 404 permits) will be reported in the EA. No wetland permitting is anticipated.
- d) Wild and Scenic Rivers: The location of designated Wild and Scenic Rivers will be reviewed and identified. The closest rivers are the St. Louis and Lester Rivers, each located more than five (5) miles from the project limits. These segments are not designated as Wild and Scenic. No impacts to Wild and Scenic Rivers are anticipated.

Task 2.4 - Cumulative Effects - Cumulative effects are impacts "on the environment which result from the incremental impact of the action when added to other past, present and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions (40 CFR § 1508.7)." Council on Environmental Quality (CEQ) regulations require assessment of cumulative effects when an EA is prepared and when the proposed action under review would have a direct and/or indirect effect on a specific natural, historic, or cultural resource or population. The level of analysis and scope of cumulative effect assessment are typically commensurate with the potential impacts, resources affected, project scale, and other factors. If no direct and/or indirect effect to a specific resource is suspected, there is no need to consider cumulative effects to that resource.

The EA will describe the potential future actions anticipated within the 20-year planning period as evaluated in the Airport Master Plan along with the potential for impacts to known resources.

Task 2.5 - EA Report and 4(f) Evaluation - The "draft" report containing all previously described work tasks will be assembled into a Draft EA document, including a cover sheet, list of acronyms, table of contents, Executive Summary, list of preparers and appropriate appendices. The report and 4(f) evaluation will be substantially complete, including text and graphics, as necessary for a comprehensive agency review.

Prior to publication, a chapter by chapter review will be completed with the FAA ADO. SEH will respond to all ADO comments and provide revised chapters for approval prior to EA publication. A final review draft EA will be submitted to the FAA prior to publication. Upon FAA approval, SEH will prepare, publish and distribute a EA for publication. The EA reports will contain all necessary materials (text, figure, exhibits, drawings, coordination letters, appendices), and will be printed double-sided in black and white. Color figures will be used when needed to fully illustrate impacts.

The EA and 4(f) Evaluation will be published and circulated for public and agency comment for a 40-day comment period (includes a 10 day period after the anticipated public hearing date). Public review copies will be made available at City Hall, the Airport, and Public Library. A notice of availability of the EA will be prepared by the SEH. SEH will publish the notice in the official newspaper of the City and any other desired locations.

Task 2.6 – Opportunity for Public Hearing - The opportunity for a public hearing will be offered in accordance with 49 USC 47106(c)(1)(A)(i). SEH will prepare a "Notice of Opportunity for a Public Hearing." The notice will include a statement of the sponsor's intent to undertake the proposed action, a concise description of the proposed action, a concise statement that the hearing's purpose is to address the proposed actions, potential economic, social, and environmental and the project's consistency with the goals and objectives of each affected area's land use or planning strategy, and the locations and times where the Draft EA will be available for public review.

SEH, with the DAA's support, will be responsible to arrange for the publication of the notice to appear in an area-wide or local newspaper having general circulation.

A public hearing will be held only if requested during the time of the notice.

Task 2.7 - FONSI Publication and Final 4(f) Determination - If needed, SEH will prepare an errata document for publication with the FONSI to note any changes to the EA document. SEH will provide public involvement summary information to the FAA for inclusion in the FONSI.

Public review copies of the FONSI and Final 4(f) Determination will be made available at the same locations as the EA. A notice of availability of the FONSI and Final 4(f) Determination will be prepared by SEH. SEH will be responsible for publishing the notice in the official newspaper and any other desired locations.

Task Name	Duration	Start	Finish
Contract	1 day	Tue 2/15/22	Tue 2/15/22
Meetings	289 days	Tue 2/15/22	Fri 3/24/23
DAA Meetings	261 days	Tue 2/15/22	Tue 2/14/23
Agency Meetings	261 days	Tue 2/15/22	Tue 2/14/23
Agency Coordination	150 days	Tue 2/23/22	Fri 9/20/22
Solicitation of Views Letter	30 days	Wed 3/23/22	Wed 4/21/22
Memorandum of Agreement	150 days	Wed 2/23/22	Tue 9/20/22
Environmental Assessment	161 days	Wed 2/16/22	Wed 9/28/22
Purpose and Need	14 days	Thu 2/17/22	Tue 3/8/22
Alternatives	21 days	Tue 2/22/22	Tue 3/22/22
Affected Environment and Environmental Consequences	60 days	Wed 3/23/22	Tue 6/14/22
Cumulative Effects and Final Draft EA	60 days	Wed 6/15/22	Tue 9/6/22
Public and Agency Review	124 days	Thu 10/3/22	Thu 3/23/23
Publication of Draft EA	43 days	Thu 10/3/22	Wed 11/30/22
FAA RA and Legal Sufficiency Review	14 days	Thu 10/3/22	Thu 10/20/22
Publish Notice of Availability of Draft EA	1 day	Fri 10/21/22	Fri 10/21/22
EA and 4(f) Comment Period ¹	40 days	Sat 10/22/22	Wed 11/30/22
Public Meeting/Open House	1 day	Tue 11/15/22	Tue 11/15/22
Final EA and FONSI Preparation	81 days	Thu 12/1/22	Thu 3/23/23
Comment Responses and Final EA Prep	21 days	Thu 12/1/22	Thu 12/29/22
FAA RA and Legal Sufficiency Review	14 days	Fri 12/30/22	Wed 1/18/23
Final EA and FONSI Publication	1 day	Thu 3/23/23	Thu 3/23/23
Final 4(f) Determination	73 days	Tue 12/13/22	Thu 3/23/23
Prepare Final 4(f) Determination	30 days	Tue 12/13/22	Mon 1/23/23
DOI review	30 days	Tue 1/24/23	Wed 2/22/23
Final 4(f) Determination Publication	21 days	Wed 2/23/23	Wed 3/23/23

¹ The Section 4(f) evaluation comment period is 15 days, scheduled within the longer EA comment period.

Task Name	Duration	Start	Finish
Contract	1 day	Tue 2/15/22	Tue 2/15/22
Meetings	289 days	Tue 2/15/22	Fri 3/24/23
DAA Meetings	261 days	Tue 2/15/22	Tue 2/14/23
Agency Meetings	261 days	Tue 2/15/22	Tue 2/14/23
Agency Coordination	150 days	Tue 2/23/22	Fri 9/20/22
Solicitation of Views Letter	30 days	Wed 3/23/22	Wed 4/21/22
Memorandum of Agreement	150 days	Wed 2/23/22	Tue 9/20/22
Environmental Assessment	161 days	Wed 2/16/22	Wed 9/28/22
Purpose and Need	14 days	Thu 2/17/22	Tue 3/8/22
Alternatives	21 days	Tue 2/22/22	Tue 3/22/22
Affected Environment and Environmental Consequences	60 days	Wed 3/23/22	Tue 6/14/22
Cumulative Effects and Final Draft EA	60 days	Wed 6/15/22	Tue 9/6/22
Public and Agency Review	124 days	Thu 10/3/22	Thu 3/23/23
Publication of Draft EA	43 days	Thu 10/3/22	Wed 11/30/22
FAA RA and Legal Sufficiency Review	14 days	Thu 10/3/22	Thu 10/20/22
Publish Notice of Availability of Draft EA	1 day	Fri 10/21/22	Fri 10/21/22
EA and 4(f) Comment Period ¹	40 days	Sat 10/22/22	Wed 11/30/22
Public Meeting/Open House	1 day	Tue 11/15/22	Tue 11/15/22
Final EA and FONSI Preparation	81 days	Thu 12/1/22	Thu 3/23/23
Comment Responses and Final EA Prep	21 days	Thu 12/1/22	Thu 12/29/22
FAA RA and Legal Sufficiency Review	14 days	Fri 12/30/22	Wed 1/18/23
Final EA and FONSI Publication	1 day	Thu 3/23/23	Thu 3/23/23
Final 4(f) Determination	73 days	Tue 12/13/22	Thu 3/23/23
Prepare Final 4(f) Determination	30 days	Tue 12/13/22	Mon 1/23/23
DOI review	30 days	Tue 1/24/23	Wed 2/22/23
Final 4(f) Determination Publication	21 days	Wed 2/23/23	Wed 3/23/23

¹ The Section 4(f) evaluation comment period is 15 days, scheduled within the longer EA comment period.

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

Environmental Assessment
Duluth International Airport
Duluth, MN

Task No.	Task Description	Sr. Scientist / Project Manager	Sr. Planner	Graduate Planner	Sr. Project Engineer	Project Engineer/ Architect	Sr. Scientist	Scientist	FAA Doc. Specialist	Admin Technician	Task Total
1.0	Project Initiation, Meetings, Coordination and Administration										
1.1	Project Scoping/Contract Development	8	6		2				2	2	20
1.2	Meetings										
1.2.1	SEH Planning Team Meetings	8	8		4	2	8	6			36
1.2.2	Agency Meetings	24	18		6		18				66
1.2.3	DAA Meetings	16	16				3				35
1.3	Project Administration	16	4				4	4	6	4	38
1.4	Agency Coordination	28	6				8	4		4	50
1.5	Quality Assurance and Control	12			4		8			4	28
2.0	Environmental Assessment (EA)										
2.1	Purpose and Need	8	8			4	8				28
2.2	Proposed Action and Alternatives	8	8	4	4	14	8				46
2.3	Affected Environment and Environmental Consequences										0
	Air Quality						1				1
	Biological Resources (Including Fish Wildlife and Plants)						1	1			2
	Climate						2				2
	Coastal Resources						2				2
	Department of Transportation Act, Section 4(f)	6	4			2	24	8			44
	Farmland						1				1
	Hazardous Materials, Pollution Prevention, and Solid Waste	4	2				8	4			18
	Historical, Architectural, Archeological and Cultural Resources	4	4			2	16	32			58
	Land Use		1				1	2			4
	Natural Resources and Energy Supply						2	2			4
	Noise		1					1			2
	Socioeconomics, Environmental Justice, and Children's Health and Safety Risks						2	2			4
	Visual Effects Including Light Emissions				1	1	2				4
	Water Resources - Floodplains	2			4		6	4			16
	Water Resources - Water Quality				2	2	6	2			12
	Water Resources - Wetlands						2				2
	Water Resources - Wild and Scenic Rivers						1				1
2.4	Cumulative Impacts	2	4		2		8				16
2.5	EA Report	6	8				8	8		6	36
2.6	Opportunity for a Public Hearing	8	2				8			4	22
2.7	FONSI Publication	4	2				8	8		4	26
	Total hours per labor category	164	102	4	29	27	174	88	8	28	624

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Sr. Scientist / Project Manager	164	\$40.77	\$6,685.85
Sr. Planner	102	\$78.82	\$8,039.19
Graduate Planner	4	\$30.98	\$123.93
Sr. Project Engineer	29	\$78.90	\$2,288.04
Project Engineer/ Architect	27	\$50.77	\$1,370.75
Sr. Scientist	174	\$34.39	\$5,984.16
Scientist	88	\$32.03	\$2,818.90
FAA Doc. Specialist	8	\$58.86	\$470.92
Admin Technician	28	\$30.22	\$846.17
Total Direct Labor Costs:	624		\$28,627.91
Labor and Administrative Overhead			\$47,530.92
Fee (15%)			\$11,423.82
Total Labor Costs			\$87,582.66

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Usage	624	\$3.00	\$1,872.00
Meeting Materials	LS	\$150.00	\$150.00
Mailings	LS	\$300.00	\$300.00
Mileage (Meetings)	1,120	\$0.58	\$649.60
EA Reproductions	10	\$60.00	\$600.00
Total Expenses			\$3,571.60

SUMMARY:

Estimated Total	\$91,154.26
Total	\$91,200.00

Duluth Airport Authority
Short Elliott Hendrickson Inc. (SEH) Work Order 2022-1 for
Arrival/Departure Building Feasibility Study and Seaplane Base
Improvements at the Sky Harbor Airport

Terms:

- Estimated start date of February 15, 2022
- Estimated end date of June 30, 2022

Agreement Overview:

This work order includes completion of a feasibility study of the Arrival/Departure Building and Seaplane Ramp and Dock repairs at Sky Harbor Airport (DYT). The contract provisions included in the Master Agreement (dated 1-21-2020) between the DAA and SEH remain in effect for this work order.

Background:

The Arrival/Departure Building project will consist of an evaluation and feasibility study to the existing approximately 4,800 square foot terminal building located at the Sky Harbor Airport.

The evaluation of the existing structure will include a Building Condition Assessment, which will provide insight on the condition of the facility, projected years of remaining service, and key improvements that will be required concerning structural integrity, life safety, code compliance, and building space use.

The feasibility study will outline current and projected facility space needs, concept building design layouts, consideration of renovation, addition, or replacement, and alternative cost estimate analysis. The scope of work will include meetings for engagement with the DAA, key tenants and stakeholders, and FAA/MnDOT.

The Seaplane Ramp and Dock Repair project will consist of design and bidding services for replacing the existing seaplane dock and rehabilitation of the seaplane ramp. The existing seaplane dock is at the end of its life, and its current design causes damage to aircraft due to the height of the dock in relation to the floats of seaplanes. The ramp requires new ramp plastic strips that protect the floats of arriving and departing seaplanes using the ramp facility. The existing strips have worn over time due to weather, ice, and use, and need to be maintained.

The project will be funded by a MnDOT state grant which will fund 70 percent of the cost, with local funding covering the remaining 30 percent.

VII D

WORK ORDER No. 2022-1 Between

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

Dated: February 15, 2022

A/D BUILDING FEASIBILITY STUDY/SEAPLANE BASE IMPROVEMENTS SKY HARBOR AIRPORT (DYT)

This work order includes a building evaluation and feasibility study for the Arrival/Departure Terminal and Seaplane Base Improvements at the Sky Harbor Airport (DYT). The contract provisions included in the Master Agreement (dated 1-21-2020) between the DAA and SEH remain in effect for this work order.

Estimated start date is February 15, 2022; estimated end date is June 30, 2022.

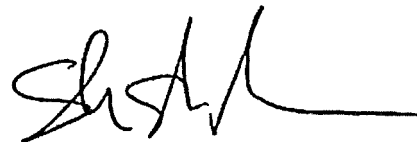
Compensation by the Owner to the Consultant shall be a lump sum amount of \$53,300.00. The fee for the Arrival Departure/Building Evaluation and Feasibility Study is \$45,700. The fee for the Seaplane Base Improvements is \$7,600.

A description of the services to be provided is included in Attachments A-1 and A-2. A detailed estimate of labor cost and expenses is included in Attachments B-1 and B-2.

Point of Contact: Kaci Nowicki, Principal

APPROVED:
Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal

Date: _____

Date: February 15, 2022

Title: _____

Date: _____

ATTACHMENT A-I

PROPOSAL FOR ENGINEERING AND ARCHITECTURAL SERVICES

ARRIVAL/DEPARTURE BUILDING EVALUATION AND FEASIBILITY STUDY SKY HARBOR AIRPORT

PROJECT SCOPE AND UNDERSTANDING:

The project will consist of an evaluation and feasibility study to the existing approximately 4,800 square foot terminal building located at the Sky Harbor Airport.

The evaluation of the existing structure will include a Building Condition Assessment, which will provide insight on the condition of the facility, projected years of remaining service, and key improvements that will be required concerning structural integrity, life safety, code compliance, and building space use.

The feasibility study will outline current and projected facility space needs, concept building design layouts, consideration of renovation, addition, or replacement, and alternative cost estimate analysis. The scope of work will include meetings for engagement with the DAA, key tenants and stakeholders, and FAA/MnDOT.

SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, building condition assessment, feasibility study, and project management. Deliverables will include building condition assessment and feasibility study. (Design or implementation of improvements or recommendations are not included in this scope.)

Specific tasks to be performed by the Consultant are as follows:

Work Element 1: Project Formulation

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT and other regulatory agencies. Update scope as needed based on input received.
2. Project Formulation: Completion of the project and MnDOT grant application, cost breakdowns and eligibility determinations.

Work Element 2: Building Condition Assessment: This phase includes reviewing available information, conducting a site visit to gather information about the buildings existing conditions and development of preliminary plan layouts for Owner review and approval. Services and deliverables include:

3. Site visit: Condition assessment to include site visit by architectural, structural, mechanical, and electrical disciplines to visually observe condition of existing building and equipment. Condition assessment is limited to visually accessible materials and equipment. Destructive testing or removal of finish materials is not included in assessment.
4. Building code analysis and evaluation: Develop existing building code analysis for review with local building official.
5. Building Condition Assessment Report: Completion of a building condition report will be completed to highlight building condition, potential improvements, and cost estimates for suggested repairs.

Work Element 3: Feasibility Study: Completion of a feasibility study that will outline current and projected facility space needs, concept building design layouts, consideration of renovation, addition, or replacement, and alternative cost estimate analysis.

6. Space Needs Meeting: Meet with airport staff and stakeholders to discuss current and future anticipated needs and approximate required building areas and space allocations to support identified need.
7. Space Needs assessment: Develop a space needs assessment spreadsheet to document current and future anticipated needs and approximate required building area to support identified need.
8. Concept Building Design Alternatives: Develop concept building design layout options including building renovation, addition or replacement, with cost estimates for each alternative.
9. Progress Review Meeting: Attend progress review meeting with airport staff to review finding of space needs analysis and concept design options.
10. Revisions of Space Needs Assessment: Update and refine space needs assessment and concept design options based on feedback provided.
11. Building code and ADA accessibility analysis. Develop preliminary building code analysis for each option to verify compliance with egress and life-safety requirements.
12. Cost Estimates: Prepare preliminary estimates of probable cost for each concept design option.
13. Presentation of Findings: Attendance at meeting with airport staff to present and discuss final options, cost estimates, and condition assessment report.

Work Element 4: Project Management – This task includes the overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks, not included elsewhere in the scope of work.

14. Design Team Meetings – This task includes four meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.
15. Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

February 15, 2022	Board consideration of SEH's proposal
April 2022	Building Condition Assessment Completion
June 2022	Feasibility Study Completion

Subconsultants performing work under this proposal include the following:

1. None.

ATTACHMENT B-I
ESTIMATED FEES AND EXPENSES
ARRIVAL/DEPARTURE BUILDING EVALUATION AND FEASIBILITY STUDY
SKY HARBOR AIRPORT
DULUTH, MN

Task No.	Task Description	Project Manager	Sr. Project Architect	Civil/Airport Engineer	Architect Technician	Senior Technician	Mech/Elec Technician	Admin Technician
Project Formulation								
1.0	Scoping, Review, and Coordination	2	4					
2.0	Project Formulation	2	2					
Building Condition Report								
3.0	Site Visit	2	8	2			16	
4.0	Building Code Analysis		2		4			
5.0	Building Condition and Improvement Report	2	8	4	16		8	4
Feasibility Study								
6.0	Space Needs Meeting	2	2	2	2			2
7.0	Space Needs Assessment	4	4		4		4	
8.0	Concept Building Design Alternatives	8	20	4	40	2		
9.0	Progress Review Meeting	8	8					
10.0	Revisions of Space Needs Assessment	2	4		12		2	
11.0	Building Code and ADA Accessibility Analysis		4		8		2	
12.0	Cost Estimates		4		8			
13.0	Presentation of Findings	2	6					
Project Management								
14.0	Design Team Meetings	4	4	4	4		4	
15.0	Overall Project Management	4						
Total hours per labor category		42	80	16	98	2	36	6

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	42	\$76.52	\$3,213.84
Sr. Project Architect	80	\$60.11	\$4,808.80
Civil/Airport Engineer	16	\$40.18	\$642.88
Architect Technician	98	\$38.56	\$3,778.88
Senior Technician	2	\$42.39	\$84.78
Mech/Elec Technician	36	\$46.45	\$1,672.20
Admin Technician	6	\$31.06	\$186.36

Total Direct Labor Costs:	280	\$14,387.74
Direct Salary Costs plus Overhead (1.6603%)		\$23,887.96

Total Labor Costs	\$38,275.70
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Fixed Fee on Labor Costs (15%)	\$5,741.36
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ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	280	\$3.00	\$840.00
Employee Mileage	1,200	\$0.58	\$696.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00

Total Expenses	\$1,636.00
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SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$45,653.06
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Estimated Total	\$45,700.00
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ATTACHMENT A-II
PROPOSAL FOR ENGINEERING AND ARCHITECTURAL SERVICES
SEAPLANE RAMP AND DOCK EXPANSION
SKY HARBOR AIRPORT

PROJECT SCOPE AND UNDERSTANDING:

The project will consist of replacing the existing seaplane dock and rehabilitation of the seaplane ramp. The existing seaplane dock is at the end of its life, and its current design causes damage to aircraft due to the height of the dock in relation to the floats of seaplanes. The ramp requires new ramp plastic strips that protect the floats of arriving and departing seaplanes using the ramp facility. The existing strips have worn over time due to weather, sun, ice, and use, and need to be maintained.

SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, final design, preparation of bidding documents, and project management. Deliverables will include final plans and specifications for a potential 2022 construction project. (Construction administration or product inspection services are not included in this scope.)

Specific tasks to be performed by the Consultant are as follows:

Work Element 1: Project Formulation

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope as needed based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations.

Work Element 2: Final Design Phase: This work element includes generation of plan and detail drawings and specifications for the Seaplane Dock and Ramp Repair project. Construction document package will be prepared for plan reviews and issuance of permits, and for issuance to contractors for bidding.

3. Detailed Design: Design of the dock and seaplane ramp repairs in the form of performance specifications and details.
4. Review meetings: Attendance (one in person) at design review meetings at 60% complete milestone.
5. Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets.
 - Title sheet
 - Statement of estimated quantities
 - Removal/demolition plans
 - Seaplane dock design and details
 - Ramp dock design and details
6. Quantity Calculations and Cost Estimate: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.

7. Construction Bidding Documents: Prepare a bid proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements (if applicable), proposal documents, specifications, special provisions, wage rates and schedule of prices.

Work Element 3: Bidding and Permitting

Preparation of bid documents for distribution to bidding contractors. Assistance will be provided to administer a quotation bid process for contractor selection and generation of draft construction contracts. Services include:

8. Project Bidding: Assist the Owner with obtaining construction bids for proposed improvements. Included in this task:
 - Preparation of quotation advertisements
 - Distribution of bid documents to contractors
 - Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed
 - Issuance of addenda to adjust construction documents as required
9. Project Award: Assist the Owner with awarding the contract and reception of the state grant. Included in this task:
 - Tabulate bids received and provide letter of recommendation
 - Assist the Owner with securing a grant from MnDOT for this project.
 - Prepare draft construction contract for Client and Contractor review and execution
 - Submission of plans, specifications, calculations, and forms to appropriate governing authorities.
 - Provide written response to plan review comments in the securement of required permits.

Work Element 4: Project Management – This task includes the overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

10. Design Team Meetings – This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.
11. Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

February 15, 2022	Board consideration of SEH's proposal
May 5, 2022	Quotation Due Date
May 18, 2022	Consider bids, submit grant application
June 2022	Construction (pending receipt of state construction grant award)

Subconsultants performing work under this proposal include the following:

1. None.

ATTACHMENT B-II
ESTIMATED FEES AND EXPENSES
SEAPLANE RAMP AND DOCK EXPANSION
FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING
SKY HARBOR AIRPORT
DULUTH, MN

Task No.	Task Description	Project Manager	Airport Planner	Civil/Airport Engineer	Senior Technician	Admin Technician
Project Formulation						
1.0	Scoping, Review, and Coordination	1	1			
2.0	Project Formulation	1	1			
Final Design Phase						
3.0	Detailed Design	1		2	2	
4.0	Review Meetings	1				
5.0	Construction Plans			4	4	
6.0	Quantity Calculations and Cost Estimate	1				
7.0	Construction Bidding Documents			4		
Bidding and Permitting						
8.0	Project Bidding	2				
9.0	Project Award	2				
Project Management						
10.0	Design Team Meetings	2	2	2	4	4
11.0	Overall Project Management	2				
	Total hours per labor category	13	4	12	10	4

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	13	\$76.52	\$994.76
Airport Planner	4	\$76.52	\$306.08
Civil/Airport Engineer	12	\$40.18	\$482.16
Senior Technician	10	\$42.39	\$423.90
Admin Technician	4	\$31.06	\$124.24

Total Direct Labor Costs:	43	\$2,331.14
Direct Salary Costs plus Overhead (1.6603%)		\$3,870.39

Total Labor Costs	\$6,201.53
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Fixed Fee on Labor Costs (15%)	\$930.23
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ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	43	\$3.00	\$129.00
Employee Mileage	600	\$0.58	\$348.00

Total Expenses	\$477.00
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SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$7,608.76
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Estimated Total	\$7,600.00
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VII E

Resolution to Approve Purchase of GMC 2500HD and 2022 GMC Yukon from Kolar Chevrolet/GMC.

Terms:

- GMC 2500HD - \$54,969.98
- GMC Yukon - \$62,109.35

Agreement Overview:

This agreement includes a GMC 2500HD to replace the current operations vehicle and a GMC Yukon to replace the current administrative/operations vehicle.

Background:

The operations vehicle is critical to the safe operation of the airfield and will be the primary vehicle to conduct runway, taxiway, and perimeter inspections. It will also be used as the operations command vehicle for emergency operations, snow removal, and IROP events. The administrative/operations vehicle is critical for moving admin staff throughout the airport campus and will be a primary airport command vehicle for emergency operations and IROP events and a back-up for the operations vehicle on the airfield. It will also be the primary vehicle used for construction and part 139 inspections conducted by admin level personnel.

Historically the Duluth Airport has maintained its light equipment fleet with assistance from the Minnesota Department of Transportation. Priorities have changed, while the State continues to be a great partner in funding the focus of that assistance has changed to infrastructure related projects. Based on this the Duluth Airport has deferred light vehicle replacement and focused on maintaining the current fleet until a viable replacement plan was developed. That plan was developed in 2021 as the Airport began executing the plan the challenges faced by the supply chain became evident. Those challenges have forced the Duluth Airport to adapt the original plan.

Typically, vehicles of this type would be purchased off the State contract, as an example the Airport ordered a vehicle off the State contract in November of last year and will not take delivery until at least July of this year. Further adding to the problem, dealerships have opted out of the State contract until they have rebuilt their inventory. Based on the lack of availability for the foreseeable future the Duluth Airport sought out multiple quotes for standard vehicles from local dealerships. The quoted vehicles will replace a 2013 Ford with over 150,000 miles and a 2007 Jeep with over 80,000 miles. If we wait for fleet vehicles that will set back our vehicle replacement plan by 18-24 months and the target vehicles will continue to degrade increasing the risk to operations. Lastly, GMC was chosen as the dealership of choice for multiple reasons including local dealer, inventory to ship and deliver in reasonable time, and the price point was competitive.

Finance Disclosure

02-09-2022

Deal Number: 82971

Buyer: DULUTH AIRPORT AUTHORITY

Control Number: 117343

Stock Number:

Vehicle: 0

VIN:

Sale Information

Other Charges

Finance Information

Sell Price: \$57,290.00

+ Sales Tax: \$3,723.85

- Total Cash: \$0.00

- Trade Allowance: \$0.00

+ Trade Payoff: \$0.00

- Rebate: \$0.00

- Deferred Payments: \$0.00

Accessories: \$0.00

+ Service Contracts: \$0.00

+ GAP Premium: \$0.00

+ Life Premium: \$0.00

+ A&H Premium: \$0.00

+ Other Insurance(VSI): \$0.00

+ Total Fees: \$1,095.50

Amount Financed: \$0.00

Finance Charge: \$0.00

Total of Payments: \$0.00

Total Unpaid Balance: \$61,013.85

Total Other Charges: \$1,095.50

Total Due: \$62,109.35

Term of Loan: 1

APR: 0.0

Payment: \$0.00

Number Of Payments: 1

Finance Disclosure

02-09-2022

Deal Number: 82972

Buyer: DULUTH AIRPORT AUTHORITY

Control Number: 117343

Stock Number:

Vehicle: 0

VIN:

Sale Information

Sell Price: \$51,615.00
 + Sales Tax: \$3,354.98
 - Total Cash: \$0.00
 - Trade Allowance: \$0.00
 + Trade Payoff: \$0.00
 - Rebate: \$0.00
 - Deferred Payments: \$0.00

Total Unpaid Balance: \$54,969.98

Total Due:

Other Charges

Accessories: \$0.00
 + Service Contracts: \$0.00
 + GAP Premium: \$0.00
 + Life Premium: \$0.00
 + A&H Premium: \$0.00
 + Other Insurance(VSI): \$0.00
 + Total Fees: \$995.50

Total Other Charges: \$995.50

\$55,965.48

Finance Information

Amount Financed: \$0.00
 Finance Charge: \$0.00
 Total of Payments: \$0.00

Term of Loan: 1
 APR: 0.0
 Payment: \$0.00
 Number Of Payments: 1

2500 HD



Order WORKBENCH

Preliminary Order Detail - Order # BJGDQC

BAC: 118618

BFC: 1

Name: KOLAR CHEVROLET-BUICK-GMC

Current as of 02/02/2022 - 04:12 PM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 118618

Ship-to BAC 118618

Contact Name KEVIN

HOLTE

DAN DAIR

Charge-to BFC 1

Ship-to BFC 1

Phone # 2187277481

Stock No. HOLTE

Prices subject to
change if ordered
Feb 7th 2022 or later

Model/Order Information

Model Year: 2022

Distrib. Entity: RET

Allocation Group: GHDCRW

MSRP w/DFC +: \$53,045.00

Event Description: 1100 - Preliminary Order

Accepted

Priority: 99

Estimated Delivery Date:

Division: GMC

Order Type: TRE - Retail Stock

Model: TK20743 - 2500HD

Sierra: Crew Cab

Standard Box, 4WD

Age of Order: 0 days

W2255

W25918

53045

Est * 2148 Tax
* 750 Lie - Is Applicable

\$57243 - Delivered

Vehicle Specifications

PEG: 3SA - SLE

Primary Color: GAZ - Summit White

Ordered Options: A2X: Power Seat Adjuster

(Driver's Side)

ATH: Keyless Open & Keyless

Start

AZ3: Seats: Front 40/20/40

Trim: H0U - 3SA/3SB/3VL/1SA--Cloth, Jet Black,
Interior Trim

Engine: L8T - Engine: 6.6L, Gasoline V-8, SIDI

Emissions:

Transmission: MYD - 6-Speed Automatic

AKO: Deep Tinted Glass

AU3: Power Door Locks

B1J: Liner, Rear Wheelhouse

BTV: Remote Vehicle Starter System

CGN: Bed Liner, Spray-on, Black Textured

2500 HD



OrderWORKBENCH

Split-Bench, Full Feature

B30: Floor Covering: Carpet,
Color Keyed
C49: Defogger, Rear Window
Electric
CJ2: Climate Control, Electronic
- Dual-zone
E63: Body: Pick-Up Bed
G80: Auto Locking Differential,
Rear
IOR: GMC Infotainment System
JL1: Integrated Trailer Brake
Controller
K47: Heavy Duty Air Filter
KW5: Alternator, 220 AMP
NQF: Transfer Case: w/ Rotary
Dial Control, Electronic Shift
PCQ: SLE Convenience
Package
PYQ: Wheels: 17" Machined
Aluminum
QK1: Standard Tailgate
RFQ: Focused Ordering
Configuration
U01: Roof Marker Lamps
UE1: OnStar Communication
System
UVC: Rear Vision Camera
V76: Recovery Hooks
VK3: Front License Plate
Mounting Provisions
Z82: Trailering Package

Polyurea

DBG: Mirrors, O/S: Man. Ext & Folding,
Heat, Turn Indicator
FE9: Federal Emissions
GT4: Rear Axle: 3.73 Ratio
JGD: GVW Rating 10,450 Lbs
K34: Cruise Control
K13: Heated Steering Wheel
N37: Steering Column, Manual Tilt &
Telescoping
NZZ: Skid Plates
PDU: SLE Value Package
QH:Q: Tires: LT245/75 R17E All Season,
Blackwall
QT5: Tailgate Function--Manual w/ Assist,
Pwr Release
T3U: LED Fog Lamps, Front
U2K: SiriusXM Satellite Radio (subscription)
UF2: Lighting, Cargo Box, LED
V46: Bumper, Front, Chrome
VJH: Bumper, Rear, Chrome Step
VYU: Snow Plow Prep / Camper Package
ZH:Q: Tire, Spare: LT245/75 R17 All
Season, Blackwall

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Yukon SLE Cloth



OrderWORKBENCH

Preliminary Order Detail - Order # BJFJ16

BAC: 118618

BFC: 1

Name: KOLAR CHEVROLET-BUICK-GMC

Current as of 02/01/2022 - 12:15 PM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 118618

Charge-to BFC 1

Ship-to BAC 118618

Ship-to BFC 1

Contact Name KEVIN

Phone # 2187277481

HOLTE

DAN D AIR

Stock No. HOLTE

Prices subject
To Change for orders
Placed Feb 7th or
later

Model/Order Information

Model Year: 2022

Division: GMC

Distrib. Entity: RET

Order Type: TRE - Retail Stock

Allocation Group: YKN

Model: TK10706 - Yukon : 4WD

MSRP w/DFC : \$57,290.00

Event Description: 1100 - Preliminary Order

Age of Order: 0 days

Accepted

Priority: 99

Estimated Delivery Date:

57290
* 3724 Tax
Est * 850 L.C. is Applicable

\$61864 - Delivered

Vehicle Specifications

PEG: 3SA - SLE

Primary Color: GAZ - Summit White

ONLY Available
with split
Bench ctr
seats

Trim: H0U - 3SA/3SB/3VL/1SA--Cloth, Jet Black,

Interior Trim

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI,

Dynamic Fuel Mgt, V V T

Emissions:

Transmission: MHS - 10-Speed Automatic

Ordered Options: A2X: Power Seat Adjuster
(Driver's Side)

ARN: Seat, 3rd row 60/40

Bench, manual

AU3: Power Door Locks

B58: Floor Mats, color-keyed,

A50: Seats: Front, Bucket, with Center
Console

AT6: Seat, 2nd row 60/40 Bench, manual

B30: Floor Covering: Carpet, Color Keyed

BVE: Assist Steps, Black

CJ2: Climate Control, Electronic - Dual-



OrderWORKBENCH

carpeted 1st and 2nd row

C6H: GVW Rating 7500 Lbs

D07: Center Floor Console,

fixed

FE9: Federal Emissions

GU5: Rear Axle: 3.23 Ratio

K05: Engine Block Heater

KI4: 120 Volt Electrical

Receptacle, In Cab

N37: Steering Column, Manual

Tilt & Telescoping

QDF: Tires: 265/65 R18 All

Season, Blackwall

TQ5: Headlamps, Intellibeam

UD5: Parking Assist, Front &

Rear Sensors

UE1: OnStar Communication

System

UEU: Sensor, Forward Collision

Alert

UHN: Wheels: 18" 6-Spoke

Machined w/ Dk Grey Accents,

Alum.

UHY: Automatic Emergency

Braking

USR: USB Data ports, 2 within

center console

VK3: Front License Plate

Mounting Provisions

Z82: Trailering Package

zone

DLF: Mirrors, O/S: Power, Heated

G86: Differential, mechanical, limited-slip

IOK: 13.4" Premium GMC Infotainment

System

K34: Cruise Control

KW5: Alternator, 220 AMP

PDI: GMC Pro Safety

TB4: Liftgate, Rear, manual

U2K: SiriusXM Satellite Radio (subscription)

UDV: Driver Information Center, 12"

diagonal multi-color

UE4: Following Distance Indicator

UFG: Sensor, Rear Cross Traffic Alert

UHX: Lane Keep Assist/Departure Warning

UKC: Lane Change Alert with Side Blind

Zone Alert

UVB: Rear Vision Camera, HD

WPD: GMC Pro Safety Plus Package

ZW7: Suspension Package, Premium

Smooth Ride

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.


DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

February 15th, 2022

The Duluth Airport Authority completed a competitive selection process in accordance with current regulations and requirements for Airport Janitorial Services at Duluth International Airport (DLH). A Request for Proposal was prepared and distributed to interested parties through the City of Duluth Purchasing. The RFP was only evaluated based off a single service listed below:

Duluth International Airport (DLH)

1) Airport Janitorial Services

The steps that were taken mirror guidance from AC 150/5100-14 that the DAA has historically used for other competitive selection processes.

- Interested firms were provided a detailed RFP outlining all the major aspects needing to be considered.
- Interested firms were provided an opportunity to ask questions.
- Interested firms were invited to a pre-bid meeting and tour of the facility.

Upon final decision of the selected firm, scope of work and contract negotiations for a professional services agreement were initiated.

Selection Criteria:

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

Evaluation Criteria	Weight %	Definition
Business Qualifications and Experience	20%	Proposer's successful experience providing this type of business service at campuses of similar size, general experience of the company, and/or experience of the individuals who have management responsibilities.
Financial Ability	10%	Proposer's financial condition and ability to obtain adequate financing to perform specifications as defined herein.
Operations Plan	25%	Proposer's ability to effectively provide local management to oversee operation of the janitorial service and building maintenance on a day-to-day basis and type, quantity and quality of services provided. The operations plan will include individual work plans for each staff member defining roles and responsibilities.
Quality of References	20%	Proposer's operations at similar sized locations and the quality of other reference checks received from other sources by the Airport.
Cost of Services	15%	Proposer's quoted price based on the value of service offered within the cost structure.
General Bid Compliance	10%	Proposer's compliance with respect to all sections of the request for bid.

The following is a timeline of the key dates:

- November 30th, 2021: The RFQ was posted publicly with City Purchasing and on the DAA's website.
- December 14th: Mandatory Pre-bid Meeting
- December 17th: Request for information were received and responded to.
- January 14th: SOQs from all proposing firms were due to the DAA.
- February 15th: DAA Staff recommends company selection and contract for DAA Board Approval.



DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

The evaluation group included Kevin O'Brien (Board Member), John Graves (Staff), Ryan Welch (Staff), and Mark Papko (Staff).

The selection committee received four proposals and reviewed and scored each submittal. The committee identified **Kleen-tech** as the highest scoring firm and selected Kleen-tech to complete the requested airport janitorial services. This Service Agreement is to complete the airport janitorial services.

A copy of the RFP is attached for reference.

For questions regarding this procurement action please contact the undersigned.

Mark Papko, A.A.E

Director of Operations

VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (this "**Agreement**") is made as of the 15th day of February (the "**Effective Date**") by and between the Duluth Airport Authority, (the "**Client**"), and KLEEN-TECH SERVICES, LLC ("**Vendor**"). Each of the above named Parties may also be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Client desires to engage Vendor on an exclusive basis to perform certain services as set forth in Exhibit A, and Vendor desires to perform such services, in each case, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SERVICES TO BE PROVIDED

1.1 Performance of Project(s). Vendor shall supply to the Client the completed services, Project(s), or products, as described in Exhibit A attached hereto and incorporated herein (each "**Project**" and, collectively, the "**Project(s)**"). The content of a Project, which shall be performed by Vendor's employees or subcontractors, may be amended, from time to time, upon the mutual, written agreement of the Parties. The performance of the Project(s) shall be governed by the terms and conditions of this Agreement. Payment terms are Net thirty (30) days following Client's receipt of invoice.

1.2 Fee Schedule. In consideration of the performance by Vendor of its obligations hereunder, the Client shall pay to Vendor the sum in the manner set forth in Exhibit A attached hereto and incorporated herein (the "Fee"). Payment of the Fee shall be the Client's sole financial obligation to Vendor for the performance of any and all Project(s) pursuant to this Agreement.

1.3 Guidelines and Standards. The Client reserves the right, from time to time, to establish and modify guidelines and standards applicable to the Project(s), and Vendor agrees to comply with such guidelines and standards. In the event that the guidelines or standards are modified, such that the Parties agree that the costs Vendor expects to incur to perform the Project(s) hereunder are impacted, the Parties shall negotiate in good faith to revise the Fee accordingly.

ARTICLE II NATURE OF RELATIONSHIP

2.1 Independent Contractor Status. To the fullest extent permitted by law, Vendor shall be an independent contractor hereunder, and neither Vendor nor any of its employees or subcontractors shall be deemed an agent, employee, joint employee or servant of the Client or its affiliates. Neither the Client nor Vendor shall have any right to act on behalf of or bind the other Party for any purpose. The Client shall have no right to control the manner or means by which Vendor performs Project(s) for the Client. Vendor shall have the sole right, obligation and discretion to hire, assign, fire, discipline, evaluate, supervise, manage, train, assign work, define jobs, determine job content, maintain records of hours, perform payroll functions, provide benefits and insurance, including, but not limited to, employee workers' compensation insurance and comprehensive general liability insurance, and determine all other terms and conditions of employment for all of Vendor's employees and consultants/subcontractors. Vendor shall also have the obligation to pay all employment, income and social security taxes arising hereunder with respect to Vendor's employees and ensure that all such taxes are paid with respect to Vendor's

VENDOR SERVICES AGREEMENT

consultants/subcontractors. Further, Vendor represents that all of its full time employees assigned to perform Project(s) for the Client are eligible to receive employment benefits from Vendor.

2.2 No Employee Benefits. Vendor's employees and subcontractors shall not be eligible to participate in any of the Client's employee benefit programs. In addition, Vendor's employees and consultants/subcontractors shall not be entitled to unemployment compensation benefits from the Client.

2.3 Vendor Employees. Client and its representatives will not directly or indirectly approach, solicit or employ any person who represents or is an employee of the Vendor without explicit permission from an officer of the Vendor. Client acknowledges the Vendor has invested considerable time and expense in training its employees; and this covenant is considered a fair and reasonable protection of the Vendor.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Vendor's Representations and Warranties.

(A) Vendor represents and warrants that:

(i) it is duly incorporated or organized, validly existing, and in good standing under the laws of Delaware, has full authority to conduct business within the State of Minnesota;

(ii) it has the full power and authority necessary to enter into this Agreement, to conduct its business as it is now being conducted, and to perform all of its obligations under this Agreement;

(iii) this Agreement has been duly authorized by all necessary action on the part of Vendor and has been duly executed and delivered by it;

(iv) it has not entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair its ability to perform the Project(s) hereunder; and

(v) the execution by Vendor of this Agreement and the performance of its obligations hereunder will not breach or violate any other agreement to which it is a party.

(B) Vendor warrants that all Project(s) will be performed pursuant to agreed-upon schedules and to the best of its ability and in a good, and workmanlike manner.

(C) Vendor represents and warrants that:

(i) it will comply with all statutes, ordinances, rules and regulations of the Federal, State and local jurisdictions in which Vendor performs Project(s);

(ii) it will not employ child, convict or forced labor and it will not discriminate based on gender, race, sexual orientation, national origin or any other basis prohibited by law in its employment practices; and

VENDOR SERVICES AGREEMENT

(iii) it will, at all times, remain in compliance with the Foreign Corrupt Practices Act, as such act may be amended from time to time.

3.2 Client's Representations and Warranties. The Client represents and warrants that:

- (A) it has the full power and authority necessary to enter into this Agreement;
- (B) this Agreement has been duly authorized by all necessary action on the part of the Client and has been duly executed and delivered; and
- (C) the execution by the Client of this Agreement and the performance of its obligations hereunder will not breach or violate any other agreement to which the Client is a party.

ARTICLE IV COMPLIANCE WITH LAWS; INDEMNIFICATION; INSURANCE

4.1 Compliance with Laws. In connection with the performance of services on a Project pursuant to this Agreement, Vendor shall comply, and shall cause each of Vendor's employees and subcontractors to comply, with all statutes, laws, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, as may be amended, from time to time, applicable to:

- (A) Vendor's execution of this Agreement;
- (B) Vendor's business; and/or
- (C) the performance of Project(s) by Vendor and its employees and subcontractors.

4.2 Workers' Compensation and Liability Insurance. Vendor shall, at its own expense, provide and keep in full force and effect during the term of this Agreement:

- (A) Workers' compensation insurance in accordance with the laws of the State of Minnesota. Vendor shall provide evidence of Statutory Minnesota Workers Compensation Insurance.
- (B) General Liability with a limit of not less than \$1,500,000 and Excess Liability Insurance with a limit of not less than \$1,500,000 with a combined limit of not less than \$3,000,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. (
- (C) Duluth Airport Authority shall be named as Additional Insured under the General Liability and Excess Liability. Vendor shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The Duluth Airport Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Vendor's interests and liabilities. (
- (D) The insurance certificate form shall contain an unconditional requirement that the insurer notify the Duluth Airport Authority without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to Duluth Airport Authority will render any such change or changes in said policy or coverages ineffective as against the Duluth Airport Authority.

ARTICLE V

VENDOR SERVICES AGREEMENT

TERM AND TERMINATION

5.1 Term. Unless earlier terminated pursuant to Section 5.2, this Agreement shall remain in effect for a period of twelve (12) months following the Effective Date. In addition to the initial term of 12 months, the Client can extend the agreement for up to four (4) additional 12-month terms.

Initial Term: 2/15/2022 – 2/14/2023

1st year option: 2/15/2023 – 2/14/2024

2nd year option: 2/15/2024 – 2/14/2025

3rd year option: 2/15/2025 – 2/14/2026

4th year option: 2/15/2026 – 2/14/2027

At the conclusion of the 4th year option the agreement shall be continue on a month-to-month basis.

5.2 Earlier Termination of Agreement.

(A) Vendor may terminate agreement without cause with sixty (60) days' written notice to Client.

ARTICLE VI MISCELLANEOUS

6.1 Notices. Any notices, consents or approvals required or permitted to be given hereunder shall be deemed to be given and sufficient:

(A) three (3) days after deposit in the United States mails, if sent via certified or registered letter, return receipt requested,

(B) one (1) day after deposit with a reputable overnight delivery or courier service or

(C) after receipt of confirmation or answerback, if sent by facsimile with written confirmation to the receiving Party, in each case, to the respective addresses set forth below:

If to the Client: Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811

If to Vendor: Kleen-Tech Services, LLC
7100 Broadway
Suite 6-L
Denver, CO 80221
Attn: Rick LeForce, Chief Financial Officer
Phone: 1-866-385-0672
Fax: 303-428-2260
E-mail: RLeforce@Kleen-Tech.com

6.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be governed by and conducted in accordance with the laws of the State of Minnesota.

VENDOR SERVICES AGREEMENT

6.3 Severability. If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

6.4 Entire Agreement. This Agreement and all Exhibits referenced herein, all of which Exhibits are incorporated into this Agreement, contain the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, in respect of such subject matter. The language used in this Agreement shall be deemed to express the mutual intent of the Parties.

6.5 Amendments. This Agreement may only be amended by a written instrument executed on behalf of each of the Parties hereto.

{Signatures on Following Page}

IN WITNESS WHEREOF, the Parties hereto have caused this Vendor Services Agreement to be executed by their respective, duly authorized representatives, on the Effective Date above.

VENDOR:

Kleen-Tech Services, LLC

By: _____

Name: Rick LeForce

Title: Chief Financial Officer

Date: _____

CLIENT

Duluth Airport Authority

By: _____

Name: _____

Title: _____

Date: _____

**Duluth Airport Authority
Request For Bid
Duluth Airport
Airport Janitorial Services**

I. INVITATION

The Duluth Airport Authority, owners and operators of the Duluth International Airport, (hereinafter referred to as "Airport") are requesting bids for janitorial service.

The Airport is extending an invitation to qualified firms to submit a bid for janitorial and building maintenance services at the Duluth International Airport for a 1-year period with an option for four 1-year extensions. Yearly contract increases allowed according to verifiable costs in wages and supplies or by the Federal IDP (Implicit Price Deflator) whichever is greater and as negotiated 60 days before renewal anniversary date. The initial contract shall be effective March 22, 2022.

Proposer must have a minimum of 5 years of experience operating janitorial and building maintenance in buildings exceeding 100,000 square feet at one facility.

Responses to the Request for Bid will be accepted until 2:00 p.m., January 14, 2022. There will be a mandatory pre-bid meeting on December 14, 2022 at 2:00pm in the Amatuzio Conference Room on the third floor of the terminal. It is the sole responsibility of the contractor to see that the sealed bid is received before the submission deadline. The contractor shall bear all risks associated with delays in the U.S. mail or delivery service. Late Bids will not be considered.

II. REQUESTS FOR CLARIFICATION

Any requests for clarification or additional information deemed necessary by any respondent to present a proper, bid must be submitted in writing electronically by December 17th at 4:00pm as follows:

Email to:
John Graves
Airport Facilities Manger
218-625-7761
jgraves@duluthairport.com

III. FACILITY OVERVIEW

The Duluth International Airport is a non-hub commercial service airport that services over 300,000 passengers annually. The Airport is currently served by Delta, United, Sun Country and various charters which provide service to Minneapolis, MN and Chicago, IL, Tampa Bay , Florida and Phoenix, Arizona

The terminal was opened in January of 2013, it includes over 20,000 square feet of terrazzo floor, over 15,000 square feet of carpeted floor, 16 bathrooms, over 8,000 square feet of office space, parking lots and green space areas. Campus buildings include parking garages, maintenance garages, hangers, Air Traffic Control Building, office space and storage facilities.

IV. CONTRACTOR RESPONSIBILITIES

1. Successful Contractor shall be responsible for all day-to-day janitorial functions for the facilities located at the Duluth International Airport, for the term of the agreement.
2. Successful Contractor shall ensure that all required employees go through required security training and are properly badged to work in and around the Airport.
3. Successful Contractor will be responsible for keeping all public and defined private areas and facilities clean, sanitized, and free of debris and litter. Contractor will be able to meet most current applicable OSHA and CDC guidelines for cleaning and disinfecting.
4. Janitorial staff shall be uniformed, shall maintain a neat appearance and shall be courteous to customers at all times. Janitorial functions will be performed in a manner that is least disruptive to airport users. The Airport Facilities Manager will monitor janitorial operations and retains the right to insist upon the removal of any personnel who breach standards of courtesy or cleanliness.
5. Successful Contractor shall be responsible for the replacement, repair, maintenance and required cleaning chemicals for all janitorial equipment at the Airport for the term of the agreement.
6. Successful Contractor agrees to perform all ordinary and routine cleaning and defined project work on a regular ongoing basis as is needed at the Airport as described in Attachment 1. The Airport may, from time to time, direct changes in, additions to, or deletions from, the work to be performed as set forth in the aforesaid portion of Attachment 1 as the needs of the Airport may change. Directions for modifications of the janitorial schedule or of scheduled work may be given orally and be subsequently reduced to writing and given to the Contractor. Contractor will be given 30 days to comply with any staffing increase requests.
7. Successful Contractor agrees to provide a lead crew member 5 days a week (Monday through Friday, 7:30am – 4:00pm) to coordinate the activities of the janitorial staff and engage in any project work. Adequate janitorial staff will be onsite from 6:00am through 10:00pm ensuring a clean and safe environment. The Executive Director reserves the right to retain current employees.
8. Successful Contractor will provide adequate badged backup personnel for vacation, sick days, emergency calls and to perform project work as required by the Airport. The

Successful Contractor will have no less than 5 personnel badged by the Airport at all times.

9. Successful Contractor will meet with Airport representatives quarterly to review performance measures based on attachment #1.
10. Successful Contractor will provide a Duluth area office which is staffed on a full-time basis and has a resident manager and further agrees that it will have a resident manager or his designee available by phone on a twenty-four-hours a day, seven-days a week 365/6 days of the year basis for the purpose of procuring and providing backup or replacement personnel as well as other services called for in this request for Bid.
11. The Successful Contractor must be prepared to demonstrate a policy of non-discrimination at the time of entering into a Concession Operating Agreement with the Airport.

V. AIRPORT RESPONSIBILITIES

1. The Airport shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.
2. Airport shall provide a carpet cleaner, a floor scrubber and a battery-powered vacuum/sweeper for floor maintenance.
3. Airport shall provide washroom paper products, such as toilet tissue and paper towels, and hand soap.

VI. BID FORMAT

Bids shall be bound, numbered and tabbed consecutively with the following information enclosed within each section. Proposer shall submit one (1) original hard copy and one electronic (via USB stick/thumb drive).

1. Table of Contents
2. Executive Summary Cover Letter submitted on company's letterhead
3. Operational Plan - Each Proposer shall present a plan for janitorial operations for the terminal and campus buildings. This plan will include initial and ongoing training for contracted employees. This plan will include proposed janitorial coverage with specific times, number of staff and days of coverage.

4. Proposer shall furnish a complete listing of all proposed equipment and cleaning chemicals, including material safety data sheets, to be furnished. The listing shall name the equipment manufacturer, make and model number and the cost of each separate item. Additional equipment that will improve the efficiency or will lower operating costs will also be considered by the Airport.
5. Proposer shall include a history of the company's experience in general cleaning, building maintenance, window cleaning and a list of locations where the company is currently providing service comparable in size to the Duluth International Airport. The listing shall include contact persons and telephone numbers at locations of comparable or greater size to Duluth International Airport.
6. Include resumes of management team. Include operational and technology experience of the on and off-site management team.
7. Bids shall include a minimum of five (5) references from current janitorial customers. References shall include location, type of operation, contact name, and telephone number.
8. Bids shall include a monthly cost breakdown to accomplish all tasks defined in attachment #1. The breakdown of costs should include a revised monthly total (or methodology) if the proposer falls below minimum staffing/weekly coverage table.
9. Proposer shall list any exceptions to the scope of work defined in attachment #1. Exceptions will be considered, but the proposer assumes the risk of non-selection.

VII. INSURANCE AND OTHER REQUIREMENTS

The Contractor will defend, indemnify and save the Duluth Airport Authority harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the Duluth Airport Authority for claims of liability arising out of the sole negligent or intentional acts or omissions of Duluth Airport Authority but shall include but not be limited to the obligation to defend, indemnify and save harmless the Duluth Airport Authority in all cases where claims of liability against the Duluth Airport Authority arise out of acts or omissions of the Duluth Airport Authority which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limit provided when a claim arises out of release or threatened release of a hazardous substance; shall be with a company approved by the Duluth Airport Authority; shall provide for the following; Liability for Premises, Operations, Completed Operations; Independent Contractors and Contractual Liability.

Duluth Airport Authority shall be named as Additional Insured under Public liability, *Excess/Umbrella Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractor Protective policy, naming itself and the Duluth Airport Authority. Contractor shall also provide evidence of Statutory Minnesota Workman's compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation non-renewal or material change provisions included. The Duluth Airport Authority does not represent or guarantee that these types, limits, or coverage are adequate to protect the Contractor's interests and liabilities. If a Certificate of Insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the Duluth Airport Authority without fail not less than 30 days prior to any cancellation, non-renewal or modification of policy or coverage's evidence by said certificate and shall further provide that failure to give such notice to the Duluth Airport Authority will render any such change or changes in said policy or coverage ineffective as against the Duluth Airport Authority.

The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:

1. ISO Additional Insured Endorsement (CG 2010 pre 2004)
2. Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the City of Duluth Attorney's Office.

*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the Duluth Airport Authority as an additional insured.

Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:

- that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;
- that, in the construction of any improvements on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the

- benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;
- that Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 23, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the DAA shall have the right to terminate the Agreement. Proposer assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E ("Subpart E"), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Subpart E. Proposer assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart E. Further, Proposer agrees that it will require that its covered sub-organizations provide assurance to the DAA that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.

Proposer shall comply with all Federal, State of Minnesota, St. Louis County, City of Duluth, and all other applicable codes, laws, rules, regulations, standards, and ordinances, including but not limited to Occupational Safety and Health Administration (OSHA), the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), and all DAA rules, regulations, and orders governing the performance of work.

VIII. BID SUBMITTAL

Each bid must be submitted in a sealed envelope bearing the following information on the outside:

1. Name of Company
2. Address of Company: and
3. Address of Airport
4. The words "ATTN: DULUTH AIRPORT AUTHORITY - AIRPORT JANITORIAL SERVICES BID"

Duluth Airport Authority
4701 Grinden Drive
Duluth, MN
55811

Bids must be delivered to the office of the Duluth Airport Authority, prior to deadline. It is the sole responsibility of the Proposer to see that the submittal is received before the deadline. The Proposer shall bear all risks associated with delays in the U.S. mail or delivery service. Late Bids will not be considered.

The Airport reserves the right to accept any bid that it deems the most advantageous, even though such bid may not offer the highest financial return. The Airport also reserves the right to reject any and all bids or to negotiate for modification of any bid.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the Airport has implemented a disadvantaged business enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. If the Proposer meets the eligibility standards established in 49 CFR Part 23, Subpart F, as a DBE firm, it shall so state within the Bid that the company qualifies as a DBE firm or, if applicable, shall list any subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards for DBE qualification. Qualified DBE firms are strongly encouraged to submit Bids. Although no DBE goal has been established for this opportunity DBE participation for this contract is encouraged.

IV. SELECTION CRITERIA

All Bids will be thoroughly reviewed through a phased evaluation process which will evaluate the merits of the Bids received in accordance with the evaluation factors stated herein and formulate a recommendation. One or more Proposers may be invited to make an in-person presentation before the Committee to demonstrate their capabilities. The Airport will select the bid that it believes most closely meets the objectives stated herein.

The following criteria will be considered in determining the successful Proposer:

1. Business Qualifications and Experience: Proposer's successful experience providing this type of business service at campuses of similar size, general experience of the company, and/or experience of the individuals who have management responsibilities. 20%
2. Financial Ability: Proposer's financial condition and ability to obtain adequate financing to perform specifications as defined herein. 10%
3. Operations Plan: Proposer's ability to effectively provide local management to oversee operation of the janitorial service and building maintenance on a day-to-day basis and type, quantity and quality of services provided. The operations plan will include individual work plans for each staff member defining roles and responsibilities. 25%
4. Quality of References: Proposer's operations at similar sized locations and the quality of other reference checks received from other sources by the Airport. 20%

5. Cost of Service: Proposer's quoted price based on the value of service offered within the cost structure. 15%
6. General Bid Compliance: Proposer's compliance with respect to all sections of the request for bid. 10%
 - i. While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range and make an award decision, the decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the Bids.

X. MISCELLANEOUS INFORMATION AND CONDITIONS

1. Statistical information contained in these documents is for informational purposes only. The Airport is not responsible for any inaccuracies or interpretations of said data.
2. The Airport reserves the right to postpone the Bid submittal due date and/or Agreement start dates.
3. The Airport reserves the right to evaluate the Successful Contractor within thirty (30) days of the initial contract and dismiss that Contractor if the performance of said Contractor does not meet the Airport's expectations. Furthermore the Airport reserves the right to terminate the contract with thirty (30) days' notice if at any time the Contractors performance drops below performance expectations agreed upon between the Successful Contractor and the Airport.

ATTACHMENTS:

1. Ordinary and routine cleaning, defined project work, and minimum staffing requirements.

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Attachment #1

The work to be performed under this contract includes but is not limited to the following “routine services”. Frequency of service listed is the minimum amount required.

Terminal Building:

Washrooms

	1st Floor Public	1st Floor Non-Public	2nd Floor Public	2nd Floor Non-Public	3rd Floor Public	Totals
Men's	1	2	3	2	1	9
Toilets	2	2	6	2	2	14
Urinals	2		7		1	10
Sinks	3	2	9	2	2	18
Women's	1	2	3	2	1	9
Toilets	4	2	12	2	3	23
Sinks	3	2	9	2	2	18
Unisex	1	1	1			3
Toilets	1	1	1			3
Sinks	1	1	1			3

Three (3) times daily – Public Washrooms; Ground Floor, Second Floor Unsecured (Landside), Second Floor Secured (Airside) and Third Floor Office Areas:

- Empty trash receptacles
- Sanitize washroom fixtures
- Dust light fixtures
- Clean washroom mirrors
- Clean all countertops
- Refill soap, sanitizer, and paper dispensers from owners supply
- Spot clean toilet compartment walls
- Spot clean washroom walls
- Wet mop washroom floors
- Dust horizontal surfaces

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Airport Janitorial
Attachment #1

Two (2) times weekly – Non-Public Washrooms; Airline Offices, Business Center, Customs and Boarder Protection

- Empty trash receptacles
- Sanitize washroom fixtures
- Dust light fixtures
- Clean washroom mirrors
- Clean all countertops
- Refill dispensers from owners supply
- Spot clean toilet compartment walls
- Spot clean washroom walls
- Wet mop washroom floors
- Dust horizontal surfaces

Two (2) times monthly – All Duluth Airport Washrooms:

- Scrub tile walls
- Scrub tile floors
- Polish all stainless steel

Non-Secure (Landside) Public Areas

Two (2) times daily:

- Empty and wipe clean all garbage cans
- Empty and wipe clean all recycling cans
- Sweep all hard surfaced floors
- Scrub all hard surfaced floors
- Remove debris as needed
- Mop all hard surfaced edges that the cannot be reached by the floor scrubber
- Spot mop spills as needed
- Wipe clean all elevator doors, door frames, control panels and walls

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Attachment #1

- Sweep all elevator floors
- Mop all elevator floors
- Spot clean doors, walls, windows and railings to include:
 - Hand rails, glass, steps and landings of the east and west stairways
 - Hand rails, glass, steps and landings of the east and west escalators
 - Window ledges within reach
- Vacuum all carpeted areas
- Spot clean carpet to remove spots
- Remove gum from carpet and floors as needed
- Dust vending machines, signs, radiator covers and fixtures throughout the landside area
- Sanitize public drinking fountains and clean drain holes
- Empty and wipe clean all garbage cans outside terminal, parking garage, parking areas, and rental car lots.
- Police for garbage and debris outside the terminal, parking garage, parking areas, and rental car lots.
- One (1) time daily:
 - Clean elevator door, door frame and vacuum door tracks
 - Clean all entry doors and vacuum door tracks
 - Clean and stock all janitor closets
 - Spot clean carpets as necessary
 - Spot clean windows as necessary
 - Buff floors as needed

One (1) time weekly:

- Vacuum east and west entry vestibules
- Vacuum 2nd floor conference room
- Polish all stainless steel to include, but not limited to:
 - Walls
 - Baseboards

**Duluth Airport Authority
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Attachment #1**

- Radiators
- Baggage carousels
- Sweep interior stairwells

Secure (Airside) Public Areas

Two (2) times daily:

- Empty and wipe clean all garbage cans
- Empty and wipe clean all recycling cans
- Vacuum all carpeted areas
- Spot clean carpet to remove spots
- Remove gum from carpet and floors as needed
- Sanitize public drinking fountains and clean drain holes
- Spot clean gate seating
- Clean under gate seating

One (1) time daily:

- Clean and stock all janitor closets
- Vacuum gate departure areas and passenger boarding bridges
- Spot clean carpets as necessary
- Spot clean windows as necessary

One (1) time weekly:

- Polish all stainless steel to include, but not limited to:
 - Walls
 - Baseboards
 - Radiators
 - Baggage carousels

Secure (Airside) Non-Public Areas

One (1) time daily:

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Attachment #1**

- Remove trash from tunnel
- Remove trash from Building Maintenance offices and break room
- Mop hallways

One (1) time monthly:

- Sweep tug tunnel interior

One (1) Quarterly

- Shampoo all carpeted areas

Third Floor Duluth Airport Authority and Transportation Security Agency Offices

One (1) time daily:

- Remove gum from carpet and floors as needed
- Empty trash and recycling receptacles
- Spot mop floors to remove spills
- Clean and stock all janitor closets

One (1) time weekly:

- Empty recycling from copy room
- Dust unobstructed surfaces
- Vacuum all carpeted areas
- Spot clean carpet to remove spots
- Dust furniture
- Polish all stainless steel to include, but not limited to:
 - Walls
 - Baseboards
 - Radiators

One (1) time yearly:

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- Shampoo all carpeted areas
- Clean all windows inside and out

Skywalk and Parking Garage

One (1) time daily:

- Scrub skywalk floor
- Spot clean doors, walls, and windows
- Sweep and mop elevator and lobby areas

One (1) time weekly:

- Sweep and mop stairwells
- Police parking garage for rubbish and trash

Project Work (Propose Separately)

- Refinish terrazzo flooring with Airport approved floor finishing system
- Refinish all office and break room tile floors with Airport approved floor finishing system

Minimum standard weekly coverage table:

Monday Tuesday Wed Thursday Friday Saturday Sunday

#1: 6-3pm	#1: 6-3pm	#1: 6-3pm	#1: 6-3pm	#1: 6-3pm	#1: 6-3pm	#1: 6-3pm
#2: 2-10pm	#2: 2-10pm	#2: 2-10pm	#2: 2-10pm	#2: 2-10pm	#2: 2-10pm	#2: 2-10pm
#3: 8-4pm	#3: 8-4pm	#3: 8-4pm	#3: 8-4pm	#3: 8-4pm		



**Duluth Airport Authority –
Duluth International Airport
Duluth MN
Bid #21-4406 Airport
Janitorial Services**

**Cover Letter
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2. Cover Letter

Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811
Attn: Mr. John Graves

January 14, 2022

Re: RFP #21-4406 Airport Janitorial Services

Dear Mr. Graves and Representatives of the Duluth Airport Authority:

Thank you for considering Kleen-Tech for Airport Janitorial Services for the Duluth Airport Authority as specified in RFP #21-4406. We appreciate your review of our proposal submission.

As detailed throughout our proposal package, we have read and understand the specifications, terms and conditions detailed in the solicitation document and have submitted the required material to be considered fully responsive. Please accept this cover letter as a brief introduction to Kleen-Tech.

Excellence is the very spirit of our values and Guiding Principles. Our Guiding Principles serve as a base of our reasoning and action, the personal code of conduct that leads us, shows the way and directs our movements from day-to-day decision-making to service delivery.

IMPACT of our People:

We know it's all about the people

DEVELOPMENT of Community:

We cherish our culture of employee development, dialogue, inclusion and fun

TEAMWORK produces Results:

We continuously develop our functional teams in a creative and transparent work environment focused on Enterprise results

Results RELY on each Other:

We can be counted on

LEAD through Greatness:

We lead through great questions, great communication and great facilitation

PLAY to Win:

We compete for no other reason and in no other way than being the best

Kleen-Tech, founded and headquartered in Denver, Colorado, is one of America's leading janitorial companies. We currently have customers located throughout the United States and more than 1,200 employees servicing over 50 million square feet of commercial and government facilities.

We have been providing custodial services since 1993 and some of our clients include Xcel Energy, the City of Plymouth MN and Rochester International Airport. We understand the needs of government entities with multiple



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facilities that have unique needs and requirements. We also serve commercial clients with multiple campuses including Los Alamos National Laboratories in New Mexico, and Halliburton, Schlumberger in Texas. Kleen-Tech has a long history of success adjusting our services to better align the needs of our clients and the full line of custodial services that we provide.

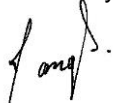
We have crafted this proposal to address all of The Duluth Airport Authority requirements and plan to use our own proven operational approach and wage rates to ensure dedicated responsiveness to you, the citizens of Duluth, and your visitors. In addition to meeting all the required qualifications in the solicitation, Kleen-Tech provides the following value-added services to The Duluth Airport Authority at no additional cost:

- Our 24 hours a day, 7 days a week, 365 days a year Mission Control Communications Center that is staffed by bilingual Kleen-Tech employees, who are located in our headquarters office, and that are available to address any The Duluth Airport Authority issue, such as: staffing, billing, quality assurance, safety, and concerns, in a timely and efficient manner.
- Our customized, Web-based Work Order system that manages and tracks communication between The Duluth Airport Authority and Kleen-Tech ensures contract compliance by creating The Duluth Airport Authority-specific Work Orders, enables viewing/tracking of Quality Inspections, creates The Duluth Airport Authority-requested special projects, and provides reports on such topics as safety incidents, task performance, and periodic service.
- Our innovative quality program that includes The Duluth Airport Authority security, employee safety, random quality inspections, supply cost containment, employee training and development, reporting, and The Duluth Airport Authority feedback and surveys.
- Our Green Cleaning Program Policy that incorporates safer cleaning methods, less toxic cleaning products, more efficient cleaning equipment, packaging and recycled paper products that have less impact on the environment.

We commit to accomplishing the custodial services outlined in the solicitation for janitorial services at The Duluth Airport Authority's facilities with an orientation toward, and compliance with, all safety, environmental, and aesthetic issues and requirements.

Kleen-Tech looks forward to developing a successful and longstanding partnership with The Duluth Airport Authority through the execution of this proposal. Should you have any questions regarding our proposal, please contact Tracy White at (303) 468-6355 or TWhite@Kleen-Tech.com. We appreciate the opportunity to perform these services for you and will ensure all tasks are completed to the highest standards of quality and professionalism.

Sincerely,



Jorge Saldana
Vice President, Operations

Duluth Airport Authority – Duluth International Airport

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3. Operational Plan

Operational Plan - Each Proposer shall present a plan for janitorial operations for the terminal and campus buildings. This plan will include initial and ongoing training for contracted employees. This plan will include proposed janitorial coverage with specific times, number of staff and days of coverage.

A. Concept of Operations

B. Quality

C. Training

D. Safety

E. Local Management Operations

F. Project Management & Support

A. Concept of Operations

Concept of Operations/Service Support Philosophy

Kleen-Tech's overall service and support philosophy is one of centralized command and control with decentralized execution authority. This philosophy is the thread that runs throughout our operations organizations and the key benefit for our customers is that there is a single point-of-contact for your contract, supported by a designated management representative for each day, each shift, and each building — who is then supported with specialty management personnel in key operational functions.

This management structure allows a dramatically different operating philosophy from our competitors, and it drives accountability and authority down to the lowest levels in the organization, while maintaining responsibility at the top levels of the organization.

Kleen-Tech manages the quality of the services we deliver to you with a trained, accountable workforce and specialized systems to ensure continuous improvement in all we do. Kleen-Tech's proven cleaning methodology encompasses our plan to provide supervision, training, and employee management, customer relations, quality control and assurance, and a team-building environment for our operations in support of the Duluth Airport Authority

Administrative Support Functions

Kleen-Tech's corporate office provides our customers and Kleen-Tech team members support in the following areas:

- Accounting
- Finance
- Payroll
- Administration
- Quality
- Human Resources

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- Safety & Health Training
- Information Technology
- Business Development

This approach allows Kleen-Tech to provide all the services the Duluth Airport Authority requires, without the need for outsourcing or subcontracting with other providers. We bring you peace of mind. Knowing your janitorial services are handled professionally, promptly, and properly, only by Kleen-Tech, is one of the reasons why we continue to grow and expand, even in today's challenging business climate.

In the following sections, we detail the numerous support systems that ensure your service is provided correctly, safely, and on-time. We also explain the systems we have in place to ensure your scope of work requirements are completed to the highest standards and to proactively address issues before they are allowed to escalate into problems.

Mission Control

Kleen-Tech provides a toll-free, 24 hours a day, 7 days a week, 365 days a year communications center known as Mission Control. Mission Control enables our customers and employees to contact Kleen-Tech at any time, and for any reason. Our Mission Control Communications Center sets us apart from our competition. Few other janitorial providers offer this sophisticated communications center approach, instead using outsourced labor, pager systems, or a call back services. With Kleen-Tech's Mission Control Communications Center, you speak with a live Kleen-Tech employee every time.

Mission Control is a dedicated, in-house department to assist our customers and employees with issues and work requests, and to perform as the central conduit for corporate support and Supervisor reporting and accountability. The Duluth Airport Authority or Kleen-Tech employees can call a toll-free number where a Kleen-Tech employee facilitates resolution of any issue 24 hours a day, 7 days a week. All Mission Control Dispatch Specialists are bilingual and are located in our headquarters office in Denver, Colorado.

One of the primary benefits of Mission Control is the handling of errors and omissions in a manner that ensures timely response, quick resolution, and an analysis to identify root causes and methods to prevent recurrence. As a result, Kleen-Tech better serves all of our customers and employees by facilitating all communications through Mission Control.

We encourage our customers and require our employees to use Mission Control via phone, fax, or email to:

- ✓ Report an incident
- ✓ Report controllable and uncontrollable cleaning issues
- ✓ Report emergencies (flood, security, injury, vehicle accident, etc.)
- ✓ Report a customer request/issue/concern/complaint
- ✓ Report staffing vacancies and request/obtain backup staff
- ✓ Order supplies
- ✓ Request uniforms
- ✓ Obtain equipment repair
- ✓ Acquire general information
- ✓ Request Payroll, Information Technology, Human Resources, and Executive Assistance
- ✓ Request additional cleaning or customer services
- ✓ Mobilize supplemental resources in response to an emergency

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How Does Mission Control Work?

Mission Control facilitates a “what-by-when” approach.

This approach assists Kleen-Tech employees in making commitments (specifically what, by specifically when), and in following up on those commitments to ensure they are met.

Mission Control tracks deadlines and escalates task requests.

When deadlines are in jeopardy of being compromised, Mission Control ensures the proper visibility for issue owners and other stakeholders and that follow-up procedures are taken. Mission Control aids in ensuring issues are resolved timely and efficiently.

Mission Control escalates issues that are not resolved.

Per agreed upon dates/commitments to Kleen-Tech's Quality Department, Mission Control escalates unresolved issues through a Raise The Flag quality improvement report, immediately gaining Executive and Quality Department visibility.

Kleen-Tech Mission Control's Purpose

1. **Transfer vital operational and non-operational information to and from:**
 - ☒ Our customers
 - ☒ Management/Supervisory Teams
 - ☒ Employees
 - ☒ Corporate Support Elements
2. **Provide visibility of information to facilitate the best utilization of resources**



Primary Benefits for Kleen-Tech Customers

- ☒ Handling of errors and omissions in a manner that ensures timely response, quick resolution and an analysis to identify root causes and methods to prevent recurrence.
- ☒ Kleen-Tech best serves all our customers, corporate functions, and employees by facilitating all communications through Mission Control.

Mission Control brings value to our clients in the following ways:

- **Daily Calls**—Mission Control Dispatch Specialists have daily contact with all project management staff to follow up on existing actions related to their areas of responsibility, to pre-determine upcoming or hidden issues that occur on the work sites, and to report to Operations via a Work Order or quality report. These daily calls assist in providing visibility of the overall health and status of each of our operating locations. The Project Manager and his/her staff are recognized for their accomplishments, as well as critiqued to identify improvement initiatives.
- **24/7 Telephone Coverage**—Our customers or our employees can reach a live Kleen-Tech Mission Control Dispatch Specialist to assist with any issue around-the-clock. Kleen-Tech also supplies our customers with a Mission Control e-mail address, where electronic correspondence is facilitated in a manner similar to phone conversations.
- **Escalation of Urgent Matters**—Mission Control follows an escalation process that involves three levels of support at every site, in addition to our corporate offices. When the Mission Control Dispatch Specialist cannot resolve a customer or employee issue directly, he/she immediately escalates the matter to someone who can.

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- **Training on Kleen-Tech Applications**—Mission Control Dispatch Specialists are well-trained and access Kleen-Tech applications, including our payroll database, employee contact listings, electronic document management systems, and more. This access and training provides the Mission Control Dispatch Specialist with the ability to resolve issues immediately, or to pass along information to the designated authority.
- **Toll-Free Numbers**—Mission Control employs a series of toll-free numbers, with caller ID, connecting to our Communications Center. This feature allows the Mission Control Dispatch Specialist to prepare for the call before it is answered.
- **Bilingual Staff**—Our Mission Controls Dispatchers are fluent in English and Spanish.
- **Work Order Tracking**—Our Mission Control staff utilizes the SHARP Work Order system to schedule and track work orders.

SHARP Work Order System

To enhance customer service and quality, Kleen-Tech offers a customized, proprietary Work Order software program, the SHARP Work Order System, to manage and track communication among our customers, the custodial staff and supervisors, and Kleen-Tech's support departments such as the Mission Control Communications Center and our executive leadership team.

Our Work Order system ensures adherence to budgets, quality, safety, and task schedules. This system gives our Supervisors a window through which to see the progress of Work Orders and any associated issues provides the opportunity to correct any quality, budget, safety, or scheduling problem as soon as it occurs. Kleen-Tech customers can also view management reports addressing each of these operational priorities.

The SHARP Work Order System schedules and documents any task that is needed at your facility that is outside of the routine, daily service you receive. With this Work Order system, the Duluth Airport Authority and employees can easily log in to submit and track Work Orders, send messages to employees, and view/track Quality Inspections.

During phase-in and in the first days of our new contract with the Duluth Airport Authority, Kleen-Tech creates job templates from which data can be input and customer reports generated. We work with the Duluth Airport Authority during the phase-in process to determine how best to tailor these schedules to best meet your requirements.

Some of the features of the SHARP Work Order system include:

- Customers can submit a request directly to Kleen-Tech from any computer
- Work order request notifies all accountable Kleen-Tech personnel
- Kleen-Tech can send immediate responses to customer's work order requests
- Customers and Kleen-Tech can track requests, response time, and resolution
- Conduct customer surveys
- Perform time tracking
- Keep track of supplies, supply orders, inventory, and purchasing history
- Track custodial assets
- Access the entire message history
- View the services Kleen-Tech is contracted to perform
- Easily compile graphics detailing Kleen-Tech's performance

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SHARP Work Order System Screenshot

The screenshot displays the 'Work Order - SHARP' application window. The interface includes a menu bar (File, Master Issue, About) and a main form area. The form is divided into several sections: 'Entered by' (Fuentes, Patrisia), 'Date entered' (10/1/2013), 'Requested by' (Fuentes, Patrisia), 'High Visibility' (checkbox), 'Customer Request' (No/Yes radio buttons), 'Location ID' (454), 'Location Picker' (Sedgwick County), 'Location Description' (Type B Medium Use Area), 'Client' (Sedgwick County, KS), 'Further Location' (empty), 'Subject' (Annually Strip & Refinish, Shampoo), 'Recurring' (checked), 'Work Category' (Contract Deliverables), 'Work Class' (-select-), 'Work Description' (Strip and refinish non-carpeted floors, Carpet, rugs, mats carpet clean by extraction, agitation, and shampoo), 'Due Date' (Tuesday, October 01, 2013), 'Completed Date' (empty), 'Complete' button, 'Billable' (checkbox), 'Approval Required' (checkbox), 'RTF Number' (empty), 'Approved By' (-select-), 'Approved' (empty), 'Approve' button, 'Master Issue' (-select-), 'Next Action' (10/1/2013), 'Comments' (10/1/2013 10:54:09 PM by Patrisia Fuentes, Give Viz during DC), 'Add Comment' button, 'Edit Comments' button, 'Copy Work Order' button, 'Attachments' table (empty), 'Contact' (empty), 'Title' (empty), 'Primary Phone' (empty), 'Secondary Phone' (empty), 'E-Mail' (empty), 'Assign To' (Sedgwick County, Custodian), 'Assigned Date' (10/1/2013, 22:54), 'Save' button, and 'Cancel' button. The status bar at the bottom shows '11306' and 'User = Dailey, Carrie'.

Raise The Flag (RTF)

Our Raise The Flag incident management system is a key system contributing to our Quality Program. It helps to ensure each of our customers receives the best service and customized solutions, along with continuous innovation to meet and solve new challenges as they come about during the duration of the contact.

The RTF program has many advantages to our customers and Kleen-Tech, which include:

- Provides all customers and employees with a mechanism for reporting incidents or complaints
- Allows for timely documentation and storage of incidents, which in turn contributes to timely and thorough follow-up, and improved customer service
- Gives Kleen-Tech's executive leadership team a timely visibility of incidents
- Ensures the appropriate Kleen-Tech departments receive timely notification of incidents
- Provides for immediate short-term solutions to incidents, while simultaneously analyzing data to create long-term, permanent solutions
- Tracks and measures the types of incidents that occur, to aid in identifying systemic trends

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Raise the Flag Quality Improvement Report		
RTF #1538		
Deficiency or incident occurred:	Date:	Time:
Deficiency or incident reported:	Date:	Time:
Reported by:	Area:	Location:
Was there an injury?	<input type="radio"/> Yes <input type="radio"/> No	
Is this in relation to a Standardized Process, or a need for one?		
Brief description of new Standardized Process:		
Category:		
Who was present or involved?		
What happened? What steps have you already taken?		
What are the next steps, and to whom are they assigned?	Action:	Due Date:
	Action:	Due Date:
What is the root cause of this incident?		
Identify any applicable standards, how you have advocated for those standards and how you have realigned your resources to meet those standards:		
How are we going to prevent this from happening again?		

Site-Specific Checklists

We create a site-specific checklist for each facility that details all scope of work requirements. This checklist is completed daily by Custodial crews as they complete services. The checklist is a living document that is updated on an ongoing basis to address site-specific items that must be addressed. In large facilities with multiple employees assigned, the checklist is customized by area/zone assigned to employees to provide a higher level of detail based on assignments of individual employees. Not only is this a valuable tool in creating a routine and setting expectations for individual employees, it is also an important training tool used to familiarize new employees with their assigned responsibilities. Additionally, the checklist is used to cross-train other employees to ensure all service requirements are met when coverage is provided.

Upon contract start, we establish the “route” for the services that are performed within each building, which is reflected in the checklist. This route dictates the starting and ending point for service, along with the order each area is addressed during each service. This route is established to increase efficiency and helps to ensure all areas are addressed nightly and no areas are missed. We follow these steps:

- Offices, Conference Rooms, Break Areas, etc.
 - Empty all trash containers into the approved brute barrel or trash gondola
 - All trash must be bagged
 - Trash removed from food service areas must be double bagged to avoid leaks
 - Wipe and dust surfaces to remove debris
 - Apply disinfectant cleaner to surfaces and allow to dwell for the appropriate time as specified in the SDS

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- While disinfecting cleaner dwells, sweep and mop floors and then vacuum any carpet (vacuuming is done after hard floors are cleaned)
- Restock any paper or soap supplies in dispensers
- Return to surfaces and wipe clean removing disinfecting cleaner only once the specified dwell time has been reached
- Restrooms
 - Empty all trash containers into the approved brute barrel or trash gondola
 - All trash must be bagged
 - Restock all supplies (paper, hand soap, etc.)
 - Wipe and dust surfaces to remove debris
 - Apply disinfectant cleaner to surfaces and fixtures, allowing the cleaner to dwell for the appropriate time as specified in the SDS
 - While disinfecting cleaner dwells, sweep and mop floors
 - Return to surfaces and wipe clean removing disinfecting cleaner only once the specified dwell time has been reached

A sample checklist has been provided on the next page:

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Kleen-Tech Services, LLC

Approved by Lead _____
Approved by Area Supervisor _____

Duluth International Airport Custodial Maintenance Task & Frequency Checklist

If at any time tasks are not able to be completed per the scheduled checklist please contact Mission Control at

Please place an X in the boxes in the columns to the right of each task to show completion each day. The frequency for each task is listed in the columns on the left - completion must match frequency. Please sign and date at the bottom.		MON	TUE	WED	THR	FRI	SAT	SUN
Public Restrooms								
3 x Daily	Empty, damp wipe and replace liners in trash cans							
3 x Daily	Thoroughly clean and disinfect all surfaces of floors, lavatory fixtures, toilets, and urinals (including outside and underneath of toilets & urinals)							
3 x Daily	Disinfect all toilet partitions							
3 x Daily	Restock paper products, soap dispensers							
3 x Daily	Clean all counters, sinks, faucets and mirrors							
3 x Daily	Disinfect and clean all doorknobs, pull bars, and push plates							
Daily	Clean restroom walls							
Daily	Dust horizontal surfaces							
Daily	Remove all graffiti							
Daily	Polish all metal fixtures and surfaces							
Daily	Refill all soap, sanitizer and paper products from owners supply							
Daily	Report all items needing repair (including broken fixtures, hardware, latches, hinges, hangers, shelves, etc.)							
Semi-Weekly	Thoroughly clean all non-public washrooms including the Airline Offices, Business Center, Customer & Border Protection							
Weekly	Perform high and low dusting							
Weekly	Disinfect and clean walls from top to bottom, including showers and toilet areas							
Weekly	Scrub floors							
Semi-Monthly	For all restrooms - Scrub tile walls, tile floors and polish all stainless steel							
Monthly	Brush down air conditioning and ceiling vents							
Monthly	Scrub and re-finish hard surface floors							
Semi-Annually	Extract carpeted areas							
Annually	Strip, seal, and re-finish hard surface floors							
Non-Secure Landside Public Areas								
2 x Daily	Empty & wipe clean all trash and recycling cans							
2 x Daily	Sweep & scrub all hard surfaced floors							
2 x Daily	Remove debris as needed							
2 x Daily	Mop all hard surfaced edges that cannot be reached by floor scrubber							
2 x Daily	Spot mop spills							
2 x Daily	Wipe clean elevator doors, frames, control panels and walls							
2 x Daily	Sweep & mop all elevator floors							
2 x Daily	Spot clean doors, walls, windows, railings and landings of the east & west stairways & escalators							
2 x Daily	Spot clean carpet							
2 x Daily	Remove gum from floor							
2 x Daily	Dust vending machines, signs, radiator covers and fixtures throughout the landside area							
2 x Daily	Sanitize public drinking fountains and clean drain holes							
2 x Daily	Empty and wipe clean all trash cans outside terminal, parking garage, parking areas and rental car lots and police for garbage in those areas							
Daily	Clean elevator door, frame and vacuum door tracks							
Daily	Clean all entry doors and vacuum door tracks							
Daily	Clean and stock all janitor closets							
Daily	Spot clean carpets as necessary							
Daily	Spot clean windows as necessary							
Daily	Buff floors as needed							
Weekly	Vacuum east and west entry vestibules							
Weekly	Vacuum 2nd floor conference room							
Weekly	Polish all stainless steel to include walls, baseboards, radiators and baggage carousels							
Weekly	Sweep interior stairwells							
Secure Landside Public Areas								
2 x Daily	Empty and wipe clean all trash and recycling cans							
2 x Daily	Vacuum all carpeted areas (including corners and edges) as needed							
2 x Daily	Spot clean carpet to remove spots							
2 x Daily	Remove gum from floors as needed							
2 x Daily	Sanitize public drinking fountains and clean drain holes							
2 x Daily	Spot clean gate seating							
2 x Daily	Clean up under gate seating							
Daily	Clean and stock all janitor closets							
Daily	Vacuum gate departure areas and passenger boarding bridges							
Daily	Spot clean windows as necessary							
Weekly	Polish all stainless steel to include walls, baseboards, radiators and baggage carousels							
Secure Airside Non-Public Areas								
Daily	Remove trash from tunnel							
Daily	Remove trash from building maintenance offices and break room							
Daily	Mop hallways							
Monthly	Sweep tug tunnel interior							
Quarterly	Shampoo all carpeted areas							
3rd Floor Duluth Airport Authority & TSA Offices								
Daily	Remove gum from carpet and floors as needed							
Daily	Empty trash and recyclables							
Daily	Spot mop floors to remove spills							
Daily	Clean and stock all janitor closets							
Weekly	Empty recycling from copy room							
Weekly	Dust unobstructed surfaces							
Weekly	Vacuum all carpeted areas (including corners and edges) as needed							
Weekly	Spot clean carpet to remove spots							
Weekly	Dust furniture							
Weekly	Polish all stainless steel to include walls, baseboards and radiators							
Annually	Shampoo all carpeted areas							
Annually	Clean all windows inside and out							
Skywalk & Parking Garage								
Daily	Scrub Skywalk floor							
Daily	Spot clean doors, walls and windows							
Daily	Sweep and mop elevator and lobby areas							
Daily	Spot clean doors, walls and windows							
Daily	Sweep and mop stairwells							
Daily	Spot clean doors, walls and windows							
Daily	Sweep and mop stairwells							
Daily	Spot clean doors, walls and windows							
Daily	Sweep and mop stairwells							
Weekly	Sweep and mop stairwells							
Weekly	Check police parking garage for rubbish and trash							

Name _____

Signature _____

Date _____

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Kleen-Tech Customer Survey

At Kleen-Tech, we are always looking for ways to improve our services to the benefit of our customers. To achieve our commitment to continuous improvement, we actively solicit feedback from each customer on a monthly basis using a web-based survey. This survey allows our customers to score Kleen-Tech's services for the prior month on a 10 to 1 scale and asks our customers to provide feedback on improvements that we can make to get our rating to the next higher score the following month. In addition, we always provide room for additional comments and improvement opportunities.

When we receive survey feedback our teams create Work Orders to address improvement opportunities provided. These Work Orders are one-time or recurring and are reviewed with Operations teams until complete or on a recurring basis as a reminder. When we receive survey feedback with a score of 7 or lower, and/or when the feedback indicates one of our standards is in jeopardy, a Raise the Flag incident report is created. This incident report provides visibility of the issue to the highest levels of our organization and requires that actions are taken to immediately correct the issue, identify the root cause of the issue, and implement measures to prevent issue recurrence. In line with our commitment to transparency, we always close the loop with our customer, so they are aware of the actions we have taken to address their feedback.

We greatly value the feedback we receive each month and are proud of our average score of 8.2 for the last year. This feature has added great value for our customers and our organization, generating lasting, positive change for our customers, our overall level of service, and our processes.

Weekly Leadership Meetings

And finally, our Weekly Leadership Meetings, where insights gained and actions taken through the various systems, processes, and tools we have outlined above all come together through metrics, information, and most importantly actions that are reviewed by Kleen-Tech's operations teams on a weekly basis. These meetings provide a regular opportunity for our field employees to converse and collaborate with Operations Leadership and support staff from our corporate office, often resulting in new ideas and Enterprise-wide development, innovation, and improvement. Our people work hard, which means they are always busy, yet each person always has time for their Weekly Leadership Meeting, as it is a valuable tool where we see real, tangible results.

Every Weekly Leadership Meeting is structured around a standard agenda, with minutes taken by an assigned Administrator. This allows our teams to create actions and commitments, which are documented and followed-up on from creation through completion. Topics of discussion in our Weekly Leadership Meetings include customer satisfaction, results of our scheduled Quality Control inspections, completion of scheduled and requested work orders, reviews of employee performance, tracking of employee training, and analysis of other metrics and key performance indicators.

The discussions and data reviews that take place during our Weekly Leadership Meetings allow our teams to monitor our overall performance and ensure we are exceeding customer expectations, as well as meeting the scope of work at our various customer locations. We also work any issues reported through our proprietary Raise the Flag system, ensuring we provide timely solutions that eliminate recurrence of issues.

I appreciate the exceptional & consistent services we have been getting.

Kleen-Tech has been a great partner, always quick to respond and doing a great job!

*Kleen-Tech Customer Survey
Feedback September 2021*

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What does this mean to our Customers? It means they can rest assured we do what we say we'll do, when we say we'll do it. We take accountability very seriously, and our Weekly Leadership Meetings facilitate not only accountability in our daily operations, but they also provide for transparency of all commitments and collaboration across departments.

B. Quality

Kleen-Tech Quality

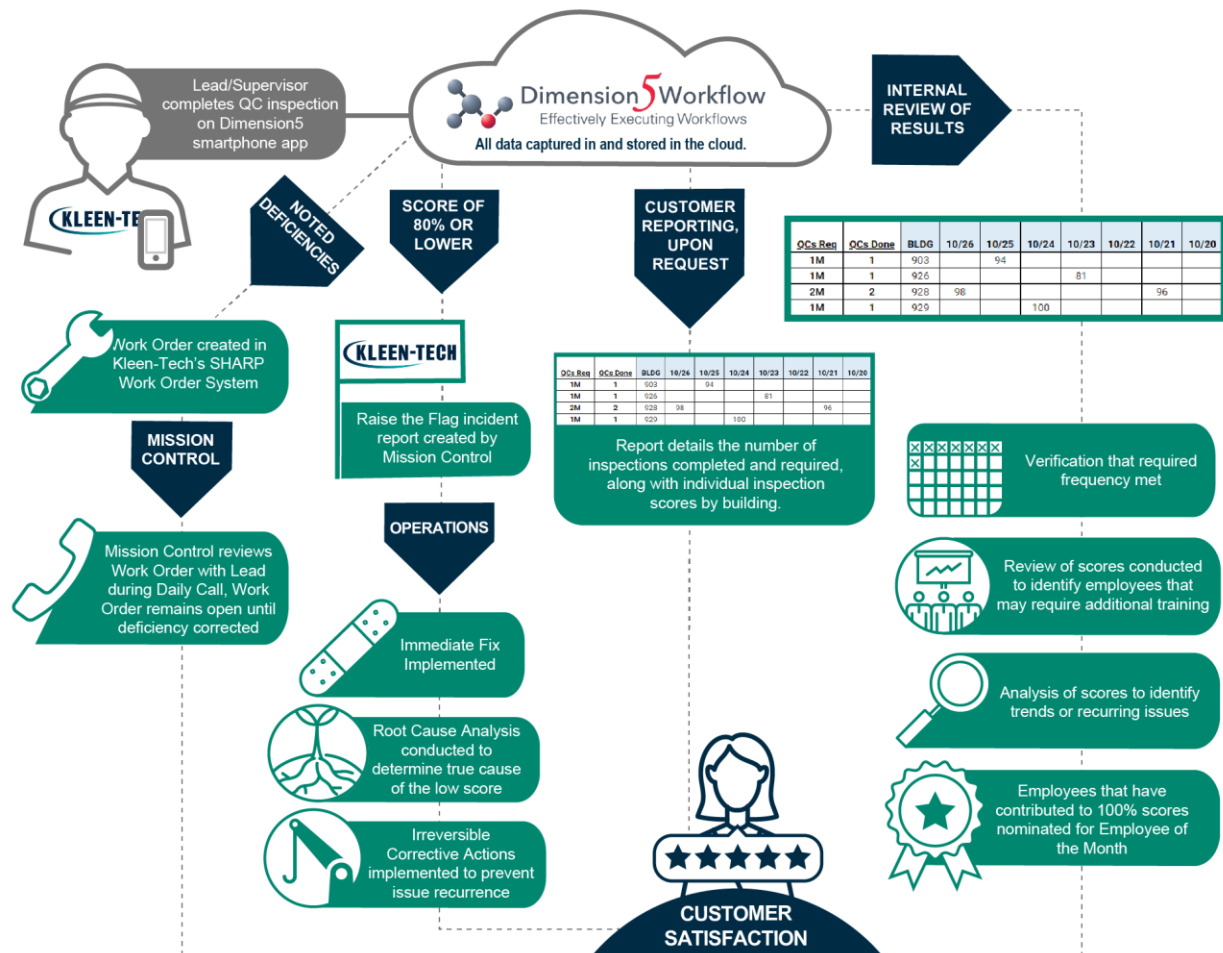
Kleen-Tech ensures the quality of our products and services through the implementation of our Quality Program. This program provides the tools and actions necessary to provide confidence that your scope of work requirements are being met and that you are receiving superior performance and cleanliness. The key features of Kleen-Tech's Quality Program are:

- Monthly report of Quality Inspection scores provided to the Duluth Airport Authority, upon request
- Sophisticated reporting system facilitates tracking of completed inspections to ensure your facilities are inspected according to the identified schedule
- Quality inspections are completed via smartphone app to allow for real-time reporting of results
- Immediate creation of work orders to address any identified deficiencies
- A score of 80% or lower results in the automatic creation of a Raise the Flag incident report
- Kleen-Tech's proven Quality Inspection questionnaire is used to perform all inspections

The image below illustrates Kleen-Tech's Quality Program. The pages that follow contain a detailed description of each feature of this innovative program.

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Quality Inspection Process

Quality Inspections are the backbone of Kleen-Tech's Quality Program. Our Quality Program establishes one Kleen-Tech employee as the Quality Representative (QR) in each work area and on each shift. Although a crew of several employees may perform differing custodial services within a particular work area, one employee is designated as the QR for each area. This individual is accountable and responsible for the total quality and customer satisfaction of that particular area.

1. Work is completed by Kleen-Tech crew members in their assigned area(s)
2. The QR performs a Quality Inspection in his/her area, documenting results and making corrections during the inspection
3. The Supervisor conducts routine Quality Inspections in each area/building/facility, documents the results, and performs retraining when necessary
4. The Operations Manager conducts regular Quality Inspections in all areas/buildings/facilities, discusses results with Supervisors and crew members, and retrain staff as necessary
5. The Director of Operations and the Quality Manager conduct routine random inspections in those areas where escalated deficiencies have occurred

The screenshots below display portions of Kleen-Tech's interactive Quality Inspection questionnaire. The questionnaire requires users to input a score for each area and aspect of the facility they are inspecting, provide comments to detail any identified deficiencies, take a photo of an area or item and upload it to the inspection form, and create a Work Order based on the results of the inspection.

The screenshots show the mobile app interface for quality inspections. The left screen displays the 'MAIN ENTRANCE / LOBBY / ELEVATORS' section with three inspection items: 'Door Glass / Side Glass - Main entrance', 'Walk Off Mats / Corners & Edges', and 'Carpets Vacuumed / Spot Clean Stains'. Each item has 'Pass' and 'Fail' buttons. The right screen displays the 'Building Exterior (police area)' section with 'Pass' and 'Fail' buttons, a 'COMMENTS' text field, a 'Take a photo' button, an 'Upload' button, and a 'Total Rating' field.

Kleen-Tech Quality Process

Crew member performs assigned work in assigned area per your Scope of Work. The Quality Representative is responsible for ensuring the quality of the work in her/her designated area.

1

Supervisors/Managers conduct Quality Inspections, providing the leadership necessary to correct deficiencies on the spot.

2

Supervisors/Managers track Quality Inspection results and Mission Control creates a Work Order for tasks or RTF* to dispatch deficiencies.

3

Mission Control follows up with Supervisors/Managers daily on each Work Order and RTF*.

4

Supervisors/Managers and Directors of Operation and Quality review overdue Work Orders and all RTFs* during the Weekly Leadership Meeting, capturing commitments, updates, and results.

5

The Director of Quality tracks deficiencies and analyzes trends. The Director of Operations and the Vice President identify and implement opportunities for improvement.

6

Mission Control and the Director of Quality close out Work Orders and RTFs* only when the work is confirmed as completed, the root cause has been identified, and the prevention has been implemented.

7

*RTF is the acronym for Kleen-Tech's Raise The Flag quality improvement reports.

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Reporting

Kleen-Tech's commitment to quality is a vital feature of our operations, and we regularly compile and review Quality inspection results. A Quality Inspection schedule is created for your facilities, identifying the required number of inspections to be performed by location or area. This standard is developed using Kleen-Tech's proven methodology. This system is highly adaptable and all aspects of the Quality Program are adjusted to accommodate changes in facility needs.

The Quality report details the required number of inspections for each location, the total number of inspections completed, and the score for each facility by day.

# Req	Done	Building	10/11	10/10	10/9	10/8
1M	2	903				81
1M	1	926				94
1M	1	928			96	
1M	1	929		98		
1M	1	940			84	
1M	1	941		96		
1M	1	942		89		
1M	1	943	100			
1M	1	955	96			
1M	1	956	100			

Quality inspection results are used along with customer feedback to determine:

- When a process is continuing to work and therefore needs no action
- When further employee training is required to ensure adherence to the process
- Which action(s) should be taken to correct a process that is not working











Our system tracks the location, user, date and time the inspection started, how long the inspection took, and percentage of the review that is complete. Since the Quality review process is being tracked and uploaded in real-time, Kleen-Tech's Supervisors have immediate visibility of low scores and incomplete inspections. This system also allows us to pick up on trends and correct issues proactively.

The screenshot below, taken from Kleen-Tech's Quality app, shows recent inspections with the facility name, name of the employee that completed the inspection, the time used to complete the inspection, and the percentage of the inspection form that was completed.

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Submissions

Location	Date	User	View	Archive
Delta Bldg. 518	07/02/2021	midfieldlead		
Delta Bldg. 518	07/01/2021	midfieldlead		
Delta B. 516	07/01/2021	midfieldlead		
Lacrosse	06/30/2021	skyparklead		
Sparta	06/30/2021	skyparklead		

Quality Inspection Work Orders

This system interacts seamlessly with Kleen-Tech's SHARP Work Order System. The identification of a deficiency within a facility automatically triggers the creation of a Work Order using Kleen-Tech's SHARP Work Order system (refer to page 7 for more information on the SHARP Work Order System). The Work Order is reviewed in the facility Lead's next Daily Call with Kleen-Tech Mission Control and may only be closed upon notification that the deficiency has been resolved.

Quality Inspection Raise the Flag (RTF) Reports

When a Quality inspection score is 80% or lower, the system automatically triggers the creation of a Raise the Flag incident report. Once this report has been triggered, a notification is sent to Kleen-Tech's Enterprise Leadership Team as well as the operational supervisors responsible for services at the Duluth Airport Authority, providing visibility of the low score to all stakeholders. This report requires that we identify and implement an immediate fix (our short-term solution designed to prevent deficiencies from affecting current work performance).

The Operations Leader then facilitates a Quality Escalation Meeting with stakeholders where a root cause analysis is conducted and long-term preventive measures and an aggressive and realistic corrective action plan are documented. Sufficient resources are assembled to complete the job satisfactorily, and actions are documented via the RTF system and are taken according to established schedules and plans. The Corrective Action Plan is executed and reviewed until all actions are completed and quality service is fully to standard. Preventive action involves determining the exact cause of the deficiency (e.g., lack of training, inadequate tools/materials, improper procedures/processes, etc.) and making a positive change to correct and prevent the issue from recurring.

Please refer to page 8 to learn more about Kleen-Tech's innovative Raise the Flag system.

Achieving and Maintaining Quality

Kleen-Tech achieves and maintains quality through these proven systems, all of which are designed to ensure our customers are satisfied with the cleaning service they are receiving. Our quality program has been developed, refined, and evolved throughout our 28+ year history of successful business operations during which our managers and employees have developed and refined best practices that work for our customers.

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C. Training

Kleen-Tech Employee Training

Kleen-Tech believes that employees benefit from being provided an environment that is healthy and safe. We have a strong commitment to our Training Program for our employees, which is demonstrated by through our creation of an in-house Training Department that is overseen by our Human Resources Director. Our Training Department has created more than 80 customized training modules, which are all translated into the various languages spoken by our employees so all team members receive the information they need in their preferred language, ensuring the best possible comprehension.

Kleen-Tech strives to make every employee's first day on the job a positive and memorable learning experience—and Kleen-Tech believes the first day "sets the pace" for future performance. Training is continuous and **does not end** once an employee has successfully completed orientation and the initial probationary period. Afterwards, employees receive regular training in all work areas to update and enhance their knowledge and improve their skills.

In addition to the intensive, initial two-week training period outlined below, Kleen-Tech employees are required to attend regular, monthly safety training sessions.

New Hire Paperwork

- Completed application
- W-4 and 1-9 forms
- Copies of two forms of identification
- Photo identification badge
- Name/phone for two previous employers
- Name/phone for one personal reference
- Job description review

Badges and Security

- Application for badge
- When/where to wear badges
- Replacement procedure for lost badges
- Levels of training and recognition

Supervision Communications

- Corporate/project communication
- Proper payroll procedures
- Workers Compensation
- Benefits
- Reporting requirements
- Customer contact procedures

Site-Specific Work Area Familiarization

- Work Schedule/Areas of responsibility
- QCR program
- Hazard identification/mitigation
- Emergency evacuation

Introduction

- Mission Control introduction
- Necessary equipment and uniform assignment
- Security requirements of building
- Property Tour
- Introduction of assigned area
- Introduction to building manager
- Training on cleaning standards and specifics for the location
- Task deadlines

Cleaning Tools/Proper Use of:

- Vacuums
- Brute barrels, buckets/wringers
- Burnishers and buffers
- Tilt buckets
- Carpet extractors

SDS

- Chemicals/compatibility with other chemicals
- Health hazards/symptoms of overexposure
- Spills/leaks/flammability
- Location

Accident Prevention/Reporting

- Reporting procedures and responsibility in prevention
- Policies, responsibility, and compliance
- Correction of unsafe/unhealthful conditions
- Employee/Supervisor requirements
- Workers Compensation requirements

Kleen-Tech Goals and Mission Statement

- General safety rules
- Accident/emergency procedures
- Health and safety risks

Wage and Benefit Schedule/Time Cards/Reporting Hours

- Schedules and pay dates
- Timekeeping
- Correct reporting procedures

Kleen-Tech Policies and Procedures/Training

- Standard precautions and exposure control
- Hazard communications/blood borne pathogens
- Ladders/ general safety
- Job classifications sensitive to exposure
- Chemical spill clean-ups
- Provision/location of PPE/supplies
- Lockout/tag-out/electrical safety
- Back injury prevention/lifting

Quarterly Group Training Schedule

- Proper lifting
- Carpet/spot cleaning techniques
- Wall washing/spot removal techniques
- Person hygiene expectations

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In addition to New Hire Orientation, which is completed at our on-site location or at designated meeting location, all employee training is completed on-site with hands-on approach to all of our training sessions. Most of our training classes are thirty minutes before or after the employee schedule shift while some are conducted during the shift to include the more hands-on team approach.

Supervisor Training

In addition to our training summarized above, Kleen-Tech supervisors receive more extensive administrative training, to include the topics below. This training occurs during the first two months the employee is positioned in the supervisor role. Additionally, Kleen-Tech Operations/Training teams hold, at a minimum, semi-annual supervisor refresher training to update supervisors on any new/revised company policies and procedures as well as leadership training.

- Rules and Standards
- Transparency
- Hiring Process
- Injury Process
- Supervision Part II
- Motivating Your Crew
- Budgets
- Equipment Training
- Issuing Expectation Clarifications
- Harassment/Discrimination Policies
- Performance Appraisals
- Safety Program
- Communication
- Mission Control
- Benefits Overview
- Chemical/Supply Training
- E-Separations
- Recruitment Process
- Providing Feedback
- Supervision Part I
- Leading Your Team
- Scheduling Employees
- Company Policies/Procedures
- Customer Service

Documenting Training Sessions

All training sessions are documented via an Employee Training Roster and data-entered into our Enterprise-wide Company Training Information System. This allows us to pull reports via employee, location, topic, or date range. Additionally, we can provide Training Certificates as verification of training sessions conducted, upon request.

Employee Retention and Recognition Programs

Kleen-Tech recognizes employees for jobs well done, on the job and through our Employee of the Month Program. These ongoing recognitions play a role in employee retention and help our employees to feel a special part of a team (both their direct coworkers and on a company-wide level) that is focused on providing outstanding customer and custodial service.

Any employee or customer can submit an Employee Recognition via Kleen-Tech's Mission Control Call Center. Each month, every employee that was recognized receives a certificate of recognition, and the employee selected as that month's Employee of the Month receives a certificate along with a bonus.

Kleen-Tech's Employee Training programs place a strong focus on safety. A few of the topics are highlighted below.

Employee Orientation Program

Introduction	Each employee's first day with Kleen-Tech sets the tone for learning and quality work. New hire paperwork is important and ensures each employee is fully informed and understands: application, position acceptance form, new hire form, W-4, payment options, 1-9 forms, and photo identification badge.
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	Once the paperwork is completed and understood, we review: job description, Kleen-Tech rules and established standards, uniform requirements, necessary equipment and uniform assignment, Mission Control introduction, employee benefits, Kleen-Tech's Guiding Principles, our regular safety trainings and release of Motor Vehicle Records (for authorized drivers).
Wage and Benefit Schedule/Time Cards/Reporting Hours	We teach new employees about schedules and pay dates, timekeeping and correct reporting procedures.
Site-Specific Information and Work Area Familiarization	The employee's first day onsite is also an important day. Kleen-Tech supervisors review with the new hire the following regarding the site-specifics: security requirements of the building, property tour, introduction of assigned area, introduction to building manager, training on cleaning standards and specifics for the location, task deadlines, work schedule/areas of responsibility, the Quality Control Program, hazard identification/mitigation, and emergency evacuation.
Badges and Security	Employees are instructed when/where to wear badges, replacement procedure for lost badges, and review levels of training and recognition.
Safety	Kleen-Tech supervisors review general safety rules, accident and emergency procedures, employee on-the-job injury reporting processes, and health and safety risks.
Kleen-Tech Procedures	Employees learn correct corporate/project communication, proper payroll procedures, Workers Compensation, reporting requirements, and customer contact procedures.
Cleaning Tools	A review of Kleen-Tech's basic cleaning processes and the proper use of vacuums, brute barrels, buckets/wringers, burnishers and buffers, tilt buckets, and carpet extractors.
SDS	Employees learn the basics of the Safety Data Sheet and how to read them, chemicals/compatibility with other chemicals, health hazards/symptoms of overexposure, spills/leaks/flammability and location.
Supervisor Communication	Supervisors review with employees each of the reporting procedures and responsibilities in prevention, policies, compliance, correction of unsafe/unhealthful conditions, employee/supervisor requirements, and Workers Compensation requirements.
Additional Trainings	In addition to regular safety trainings, additional policies and procedures in which Kleen-Tech employees receive training include: standard precautions and exposure control, hazard communications, ladders/general safety, job classifications sensitive to exposure, chemical spill clean-ups, provision/location of PPE/supplies, lockout/tag-out/electrical safety, and back injury prevention/lifting. Inform our employees of the Quarterly Group Trainings including: proper lifting, carpet/spot cleaning techniques, wall washing/spot removal techniques, person hygiene expectations.

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Workplace Safety Training Overview

Safety Is Our Priority	Kleen-Tech employees learn the importance of safety on the job as the number one priority. This concept is continually reinforced in regular meetings, trainings, as well as on-the-job.
Building Security and Safety	Kleen-Tech trains our employees in security and safety inside the building, including disarming alarms (as directed by our customers), keeping keys on their person or stored properly as directed by our customers, locking all doors, and arming alarms when leaving the building.
Proper Lifting	Kleen-Tech employees learn how to safely lift heavy items, unload equipment safely from a truck or van, and carrying heavy items from place-to-place.
Prevention of Slips and Falls	Our employees are taught safety while cleaning wet floors, as well as safety during winter months when snow or ice may be present, plus safe maneuvering up and down stairs while cleaning or carrying items.
Proper Use of Ladders and Footstools	We review the uses of ladders and footstools, also covering the importance of using an equipment belt while on a ladder or footstool.
Electrical Safety	Kleen-Tech employees are trained in the proper identification of potential electrical problems with equipment, proper electrical cord handling, and communication with a supervisor for maintenance or emergencies.
Use Chemicals With Care	We train our employees on the proper mixing of chemicals per manufacturer specifications, proper protective material, and what to do in case of a spill.
Careful Trash Removal	Kleen-Tech employees are instructed on how to properly and safely remove trash bags from containers, in addition to proper handling of the trash on the way to the designated disposal site.
Driving Rules	Kleen-Tech's Employee Training Program emphasizes the essentials of safe driving, from obeying traffic laws, to mandatory seatbelt use, to avoidance of cell phone use while driving.
Drugs and Alcohol	We ensure our employees understand our zero tolerance policy towards using substances at the workplace and the employment consequences, as well as the safety risks of being under the influence of drugs or alcohol while at work, and how to notify a supervisor if someone is suspected of being under the influence.
Emergencies	Kleen-Tech employees are trained (and such training is continually reinforced) to know what to do if an emergency or accident occurs, and in the case of a fire, how to properly use a fire extinguisher.
Reporting Hazards and Unsafe Conditions	A key element in Kleen-Tech's Safety Training program is to ensure a thorough understanding that it is every employee's responsibility to be on the lookout for possible hazards and unsafe conditions at all times. We train employees on the Compliance with the OSHA Hazard Communication Standard title 29 Code of the Federal Regulations 1910.1200, explaining container labeling, safety data sheets, employee information and training, hazardous non-routine tasks, and a Hazard Communication Test.

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Green Cleaning Training

Introduction	<p>Kleen-Tech Employee Green Cleaning training first identifies our purposes and goals for our Green Cleaning Program, discussing the benefits and basic techniques.</p> <p>Employees learn the importance of and how to document the Green Cleaning Processes to ensure compliance at every level.</p>
Compliance	<p>We provide our employees with a list of personnel and management responsible for oversight of the program, general information on the program, our processes and guidelines, required appearance level, and facility characterization.</p>
Training	<p>Employees learn how to ensure quality in our custodial service, utilizing standardized green products and practices and conducting periodic Quality Control Inspections in accordance with APPA Custodial Staffing Guidelines to determine facility appearance.</p>
Reporting	<p>Employees are instructed on how and why to develop Green Cleaning Program reports.</p>
Products	<p>Kleen-Tech provides our employees with general information on green cleaning products used, equipment log use and maintenance, and our preventative maintenance program.</p> <p>We also demonstrate to our employees the selection of Green Certified Foam Hand Cleaner and its effectiveness and importance to the program.</p>
Recycling and Storage	<p>Training also covers hazards, uses, maintenance, disposal, and recycling of cleaning chemicals, dispensing equipment, and packaging, in addition to proper storage of chemicals per OSHA regulations.</p>
Spills	<p>We teach the prevention of leaks and spills, inspection of containers on a regular basis, and proper procedures for transferring chemical substances.</p>
SDS and Standard Procedures	<p>The location of all SDSs on site is reviewed and a comprehensive list of SOPs is provided for all employees to consult.</p>

Hazard Communication Program

Purpose	<p>Kleen-Tech's Hazard Communication program informs employees that Kleen-Tech is complying with the OSHA Hazard Communication Standard, Title 29 CFR 1910.1200.</p>
Employee Right To Know	<p>Our employees are provided with detailed information and specific training on the chemicals they work with—including the nature of the chemicals, the harm they may cause, and how to protect themselves and others when using those chemicals.</p>

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Identifying Chemical Hazards	We train our employees to identify potential hazards by reading labels, checking for physical hazards, always using PPE properly, handling and storage of chemicals, and following recommended hygiene practices.
Protection Against Chemical Hazards	Employees receive strict and continuous instruction on general precautions to be taken, potential health hazards, toxic chemicals, and in the ways chemicals can enter the body.
Safety Data Sheet	<p>Kleen-Tech's Hazard Communication program requires employees to learn the ins and outs of Safety Data Sheets, along with each employee becoming thoroughly familiar with each of the chemicals that may be used. This also includes a thorough understanding of the terminology used in SDSs and a detailed breakdown of each section of an SDS.</p> <p>Kleen-Tech's Hazard Communications program also drives home the importance of reading labels thoroughly and properly identifying words for dangerous chemicals.</p>
Protective Clothing	We stress utilizing the SDS to determine what type of protective clothing is to be used and following instructions closely.
Chemical Spills	Our employees are trained on chemical spills and hazards spills may pose, in addition to the steps to prevent spills and what to do when a chemical spill does happen, including proper notification of management.
Chemical Storage	Our employees learn the importance of storing chemicals properly and why, along with the potential hazards and best practices to protect themselves and others when storing chemicals.
Respiratory Protection	We teach our employees why respirators are an essential PPE and the hazards one may face breathing in hazardous dusts, vapors, gases, or fumes. We also demonstrate the proper usage of the types of respirators available, how it should fit, how to check the fit, and inspect the respirator for leaks or other damage, as well as proper maintenance of the respirator. We stress the employee's responsibility to use a respirator when the situation warrants.
Chemical Exposure	We focus on taking exposure seriously and what to do when faced with chemical exposure.
Ongoing Training	Kleen-Tech regularly reviews initial training with employees and notifies our crews that when a new hazard is introduced they will receive training promptly. A list of hazardous chemicals used, as well as their location at the work site is also thoroughly reviewed.

Asbestos Awareness Training Overview

What is Asbestos and how can it be identified? Where might it be found in buildings?	Kleen-Tech employees learn what Asbestos is and how to properly identify the six different types of it.
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Who is at Risk for Asbestos?	Kleen-Tech employees are trained in the types of materials and products used where Asbestos-containing materials are found, the forms, and the appearance.
How do I protect myself and others from exposure?	We inform our employees of their risk from exposure to airborne fibers from Asbestos and how proper care must be taken to avoid the dangers to their health and to others, particularly to the respiratory system.
What is Asbestos' danger to health? How does Asbestos affect the respiratory system?	Employees learn the rules for personal protection, such as wearing PPE; never drilling holes or hammer nails in ceilings or surfaced walls, not dusting or sweeping up debris or vacuum areas that may contain asbestos-contaminated waste, and more.
What are the Diseases Associated with Asbestosis?	Diseases such as Asbestosis, Lung Cancer and Mesothelioma are addressed and studied to ensure our employees are well informed.

Blood-Borne Pathogen Training Overview

Means of Transmission	We teach our employees what blood-borne pathogens are and how they are transmitted.
Exposure Control Plan	Kleen-Tech's Exposure Control Plan guides employees through areas at risk for exposure to blood. This comprehensive plan helps to minimize the risks of infection by blood-borne pathogens.
Identifying Dangerous Tasks	Our employees learn what tasks may involve potential exposure to and how best to complete those tasks.
Minimizing Exposure	Kleen-Tech trains our employees to minimize exposure of blood-borne pathogens whenever the potential for that exposure exists. We train in OSHA's "general duty clause" and our own processes to minimize exposure. These include Universal Precautions, Work Practice Controls, PPE, and proper housekeeping.
Exposure Response Dos and Don'ts	Kleen-Tech instructs our employees on what to do if they have been exposed. We have established procedures through the documentation of the incident, identifying the source, testing of the employee's blood, providing counseling, and evaluating any reported illness.
Comprehension and Retention Quizzes	We demonstrate how to appropriately use PPE (check it first for damage), personal hygiene (flush exposed eyes, nose or mouth quickly and thoroughly with water), work practices (minimize splashing of infectious materials), as well as the proper responses and procedures for accidental exposures.

Badging and Security

Kleen-Tech Supervisors are responsible for establishing solid relationships with the Duluth Airport Authority representatives to coordinate and schedule access to and from your facilities. We conduct a pre-screening background check before any security checks administered by the Duluth Airport Authority so we are confident prospective employees will become long-term assets. In addition, we train our employees during in-processing and with refresher training annually thereafter, on required security procedures. We do not hire ex-convicts, parolees, work-release inmates, non-English speaking foreign immigrants, or individuals with felony convictions, to work in any areas.

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Kleen-Tech coordinates and tracks employee badges to ensure each employee holds the proper clearance to access their assigned the Duluth Airport Authority facility. Part of our New Hire process requires each employee to sign a release that authorizes Kleen-Tech to withhold funds from their final paycheck in the event of an unreturned badge upon separation. Our Human Resources Department also works closely with Supervisors to ensure the Duluth Airport Authority notified immediately of separated employees.

Safety is no accident; it is an attitude. Think safety when making plans for the tasks to be performed and the job will be safer.

From the Kleen-Tech Employee Health and Safety Manual

All Kleen-Tech employees are required to wear badges and identifying company uniforms.

D. Safety

Health and Safety Program Overview

Kleen-Tech's first consideration in performing work under any contract is the health and safety of our customers, the general public, and our employees. Kleen-Tech believes health and safety issues must be considered integral in every operation and that each and every employee bears the responsibility at all levels within our organization. In so doing, we also ensure compliance with all state and federal regulations concerning health and safety.

Safety Policy Statement

It is Kleen-Tech's policy to provide a safe work place for all janitorial employees and to expect safe and professional performance in return. We take precautions to protect the safety of customers, the general public, and janitorial employees from injury and provide a proven safety training program to ensure employees are aware of work place hazards and are prepared to identify and prevent such hazards to themselves and those we serve.

Accident prevention is so paramount to Kleen-Tech operations that each Supervisor incorporates employee health and safety into his or her entire management function. Company-wide, it is equally instilled initially and continually, as the duty of each employee to accept and follow established safe work procedures.

All Kleen-Tech employees are required to complete general safety training as part of our New Hire Orientation program and project area-specific safety training sessions on a regular, monthly basis. Responsibility for providing the regularly scheduled safety training sessions rests with the Project Manager whose responsibilities include:

- Education and Training
- Development of onsite accident prevention procedures, per project area
- Accident reporting/recording
- Facility inspection
- Fire prevention
- State and federal regulation and code compliance

Safety Program Goals

The goals in any organization's health and safety program are to reduce the number of injuries and illnesses to an absolute minimum. Kleen-Tech takes these goals further by not merely being satisfied with what others do, but by surpassing the best experiences and practices of others.

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Safety as a Priority

Prevention of occupational-induced injuries and illnesses is of such consequence that it is given precedence over operational productivity, whenever necessary.

Safety Communication

Directors, managers, and supervisors continually communicate Kleen-Tech's commitment to employee health and safety to reinforce employee familiarity with the elements of the health and safety plan. Kleen-Tech's employees are trained and regularly reminded to direct any questions or concerns about health and safety issues to the Supervisor and/or the Project Manager.

Individual Cooperation

Kleen-Tech maintains a health and safety program conforming to and exceeding the best practices of our field. To be successful, such a program must embody willing attitudes toward injury and illness prevention on the part of supervisors and employees. It requires full and willing cooperation in all health and safety matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program be established and preserved.

Kleen-Tech strives to maintain a safe place to work and to employ safe workers. It is each employee's responsibility to conduct work in a safe and responsible manner and to immediately report all on the job accidents, injuries, and illnesses to the Supervisor or Kleen-Tech's Mission Control Call Center.

Safety Rules for All Employees

It is Kleen-Tech's policy that everything possible be done to protect employees, customers, and the general public from accidents, injuries, and/or occupational disease while onsite. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. Safety awareness will be a paramount consideration in all plans and operations. To carry out this policy, the following applies:

- Management is responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work procedures.
- All employees follow the safety procedures and rules contained in the Kleen-Tech Health and Safety manual and such other rules and procedures communicated on the job. Employees are required to report all unsafe conditions or procedures to their Supervisors or Mission Control immediately upon identification.
- All employees participate in monthly safety meetings. Subcontractors' employees on job sites are also required to participate. Documentation of these meetings is available for customer inspection.
- Smoking is permitted only in designated "smoking areas."
- Good housekeeping is practiced at all times in work areas to eliminate any potential hazards.
- Appropriate clothing and footwear is worn at all times.
- Eye protection is worn as required by Material Safety Data Sheets (MSDS) and other potentially hazardous conditions.
- When required, Personal Protective Equipment (PPE) is worn; assigned PPE is properly maintained and stowed or properly disposed of after each use.
- Anyone under the influence of intoxicating substances, including prescription drugs that may impair motor skills and judgment, is not permitted on the job; persons requiring the use of prescribed medications, which might impair their ability to perform their job, inform their Supervisor prior to their assigned work schedule.
- There is no consumption of alcoholic beverages of any kind on the job.

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- Horseplay, scuffling, and other such acts are dangerous, unacceptable, and are not tolerated.
- All personnel are required to adhere to “restricted area” signs and other precautionary postings and enter into areas only with proper authorization.
- Employees will not be asked to, nor will perform tasks for which they are not trained.
- No employee undertakes a job that appears to be unsafe and immediately reports such conditions to the Supervisor or Mission Control upon identification.
- Employees do not bypass engineering controls or manufacturer’s safety devices and guards to make a task easier or faster.
- All injuries are reported to the Supervisor or Mission Control.
- Personnel are required to wear seat belts when riding in, or operating, motor vehicles.
- Some equipment requires special licensing or training before the employee is permitted to operate the equipment or device. Examples include: motorized personal lift equipment, power activated tools, and powered industrial trucks.
- All employees are familiar with the contents of Kleen-Tech’s Hazard Communication Program, which draws directly from current OSHA guidelines

Health and Safety Training

Training is perhaps the single, most crucial element of a successful injury and illness prevention program. Kleen-Tech’s training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies, and to put our injury and illness prevention program into action.

Kleen-Tech Supervisors are key figures in the continued success of Kleen-Tech’s injury and illness prevention program and are vested with special duties concerning the safety of our employees. Supervisors are responsible for familiarity and awareness of health and safety hazards to which employees are exposed, how to recognize them, the potential effects of such hazards, and rules and procedures for maintaining a safe project area. Supervisors convey this information to the employees at the building or project area, and investigate accidents according to Kleen-Tech’s established accident investigation policies and trainings.

Teaching safety is a two-way street. Kleen-Tech can present safety trainings, but only employees can practice safety. Safety education requires employee participation and we drive this point home regularly and frequently to our employees. We apply the following general rules in all situations:

- No employee should undertake a job that appears to be unsafe.
- All employees are authorized to stop or not begin work if there is an unsafe or unhealthful condition. See the **Stop Work Card** sample below.
- No employee is expected to undertake a job until he/she has received adequate safety instructions and is trained and authorized to perform the task.
- No employee should use chemicals without fully understanding their toxic properties and without the knowledge required to work with these chemicals safely.
- Mechanical safeguards must be kept in place at all times while work is in progress.
- Employees must report any unsafe condition to their Supervisor and/or Mission Control.
- Any work-related accident, injury, or illness must be reported at once.
- PPE must be used when and where required. All such equipment must be properly maintained.

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Issued when work is halted for what appears to be an unsafe condition that cannot be immediately remedied by the work crew.

Stop Work Card is normally issued when a suspected unsafe condition requires resolution outside of the immediate work crews' authority and/or capacity.

STOP WORK CARD

Process:

1. Issue Stop Work Card (complete applicable data lines).
2. Notify Mission Control.
3. Remain at work site until immediate Supervisor arrives.
4. Follow instructions of your immediate Supervisor.

Accident Prevention Policy

Each employee is personally responsible for accident prevention. Kleen-Tech training involves teaching our employees they have a responsibility to their family, to their fellow workers, to other people, and to Kleen-Tech to report unsafe conditions, prevent accidents, and take health and safety very seriously.

Standard Precautions/Bio-Hazard Elements

Kleen-Tech policy dictates the use of Standard Precautions. Standard Precautions (formerly referred to as Universal Precautions) is a system of infection control that assumes all human blood and certain body fluids are treated as if known to be infectious for HIV, HBV, and other blood-borne pathogens, though implementation of Standard Precautions does not eliminate the need for other category or disease-specific isolation precautions.

Body fluids, which are directly linked to the transmission of HIV and/or HBV to which Standard Precautions apply, are blood, blood products, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, amniotic fluid, saliva in dental procedures, and concentrated HIV and/or HVB viruses. Standard Precautions also apply to bodily tissues and any other human bodily fluids visibly contaminated with blood.

Custodial workers and other personnel such as floor crew or Supervisory/Management staff routinely use appropriate barrier precautions to prevent skin and mucous membrane exposure when cleaning areas where potential for contact with blood or other bodily fluids is anticipated. Kleen-Tech makes available a supply of gloves in all situations where employees may come in contact with blood or other bodily fluids. Personal protective equipment is worn when it is apparent that contact with blood or bodily fluids can be reasonably expected. The Supervisor examines these protective barriers on a regularly monthly basis and replaces them as needed. The type of protective barrier chosen depends on the conditions. In general, the selection of the type of protective barrier, equipment, or work practice includes the consideration of the probability of exposure, the type and amount of blood or bodily fluids, as well as the route of transmission. If a procedure or situation is likely to generate splashing, spraying, splattering and generation of droplets of blood and/or body fluids beyond the PPE provided by gloves, then it is left to the individual employee's discretion (after appropriate and extensive training) to obtain the needed PPE prior to undertaking the procedure.

If unexpected splashing occurs in an unprotected situation, a change of clothing and shower facilities should be made available for the employee. Hands and other skin surfaces are washed immediately and thoroughly if

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contaminated with blood or other body fluids. Hands are washed immediately after gloves are removed. It is not acceptable to wash gloves instead of removing gloves, washing hands, and applying clean gloves.

To prevent needle stick injury, contaminated needles or other sharps are not to be purposely bent, sheared, broken, recapped, removed from disposable syringes, or otherwise manipulated by hand. They are disposed of in Sharps containers only.

All Kleen-Tech employees take precautions to prevent injuries caused by needles, scalpels, and other sharp instruments during procedures; when cleaning used instruments, or during disposal of used needles, and when handling sharp instruments after procedures. After use, disposable syringes and needles, scalpel blades, and other sharp items are placed in puncture-resistant sharps containers for disposal. The puncture-resistant container should be located as close as practical to the use area and identified as bio-hazardous. Implementation of Standard Precautions is accomplished as follows:

- Gloves are required to be worn when direct contact with blood and visibly blood-tinged bodily substances can reasonably be expected, including contact with blood and bodily fluids, mucous membranes, non-intact skin of individuals, handling of items or surfaces soiled with blood and bodily fluids.
- Gloves are required to be put on prior to beginning a task and removed when the task is complete. Hands must be washed after removal of gloves or other PPE. Sterile gloves must be put on when cleaning a new area.
- Gloves are required to be worn for all procedures where a potential exists for exposure to blood or bodily fluids. Procedures include:
 - Wiping down sinks
 - Cleaning toilets
 - Cleaning exterior and interior restroom areas
 - Handling trash from trash receptacles in restrooms, clinics, or any other areas that may be considered at high risk for exposure
 - Handling contaminated trash
 - Handling soiled laundry/linens
 - Cleaning bodily fluids spills
 - Cleaning blood spills
- Hand washing with soap and warm water is mandatory between each area to be cleaned and should also be done whenever hands are visibly soiled. Hand cleanser and clean paper towels or antiseptic towelettes are provided by Kleen-Tech. When antiseptic hand cleanser or towelettes are used, hands must be washed with soap and warm running water, as soon as possible thereafter.
- Gowns and disposable aprons are required only when it is likely that blood and visibly bloody substances may soil clothing or skin.
- Masks are required only when it is likely the nose and mouth may be splashed with moist bodily substances or when personnel are working directly in or around areas of large open wounds.
- Eye shields, goggles, or face shields are required when there is the likelihood that the eyes may be splashed with bodily fluids.
- Linen soiled with blood or blood tinged bodily fluids must be gathered without undue agitation and placed in a leak-proof bag for transportation to the laundry/soiled linen area. Bagging is to occur at the location where used.
- Containers used for waste containment must be large enough to hold all contents and must prevent leakage of fluids during handling, storage, transport, or shipping. If outside contamination of the container occurs, a second container is required to be used to encase the first.

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- Environmental surfaces such as walls, floors, and other surfaces are not associated with transmission of infections to either patients or employees. Therefore, attempts to disinfect or sterilize are not necessary.
- When an employee has an exposure incident, the employee must file an accident report with his/her Supervisor as soon as feasible, following the incident. The employee sends the accident report to Kleen-Tech's Health and Safety program administrator.
- An evaluation of any incident that exposed or potentially exposed an employee to infection with bio-hazardous materials such as blood-borne pathogens is promptly undertaken collaboratively by Kleen-Tech's Operations and Human Resources Departments. An incident report is created along with a description of the corrective action taken to prevent recurrence of similar exposures.
- For each incidence of mucous membrane or exposure to bodily fluids or tissue, Kleen-Tech documents the exposure and any corrective action taken to prevent recurrence. Progressive discipline occurs for any employee who fails to comply with Standard Precautions. Documentation includes the employee's infraction and the corrective action taken by Kleen-Tech to bring the employee into compliance.

Custodial Employee Safety Program

Each Kleen-Tech team member is required to review and demonstrate understanding of the safety guidelines presented in our *Custodial Employee Safety Program*.

Safety Manual

Kleen-Tech believes employees benefit from being provided an environment that is healthy and safe and we are strongly committed to the success of our Health and Safety Program. We ensure this program is executed at each project site and continues to grow and improve as new information and standards are made available.

Kleen-Tech's Safety Manual also specifically addresses topics on the Hazard Communication Act, PPE, Emergency Preparedness, Exposure Control, and Safety Awareness. In addition to these topics, our safety program consists of a minimum of one safety training topic per month and one DVD topic per month at every project location. The Supervisor reviews the safety lessons with the employees and then the employees are required to complete a quiz and demonstrate full comprehension of the material. These on-the-job meetings aid in putting safety at the forefront of each and every employee at all times.

Kleen-Tech is committed to safety for a number of reasons. First, a robust and comprehensive plan respects the health of our workers and the public, both of which are our resources for continued success, and our obligation to train and protect. Second, it reduces costs associated with worker's compensation claims and associated sick time, helping us to provide a lower cost service to our customers.

Our Safety manual is extremely thorough. We provide safety training as part of our New Hire Orientation program, and monthly thereafter, or as needed should a special situation arise, such as the H1N1 viral pandemic. Our association with ISSA, an internationally-recognized leader in safety training for cleaning topics, offers regular seminars so that our Kleen-Tech Operations Managers stay current with industry trends and are taught by CDC officials. Our manual also places a heavy emphasis on OSHA training and augments Kleen-Tech's *Custodial Employee Safety Program*.

Our safety manual contains rules and safety practices that have been universally accepted as standard. The rules and standards in this manual are not the only ingredients needed to successfully control accidents and, by any means, singularly accomplish the safety objectives we have set. Yet, they play a prominent role in our day-to-day safety endeavors. This material is written, in part, to pinpoint the necessity for a good relationship between safety, management, employee relations, and operations.

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D. Local Management Operation

To operate and service this account we will use local employees.

E. Project Management & Support

I. Staffing Table

Below are the number of employees on each shift. In addition, these employees are supported by our Operations Manager Todd Cromey and our Area Supervisor Tae Sapida.

SHIFT	SAT	SUN	MON	TUE	WED	THR	FRI
First	1	1	1	1	1	1	1
Second	1	1	1	1	1	1	1
Third	X	X	1	1	1	1	1

2. Position Descriptions:

- a. **Vice President of Operations** - Kleen-Tech's Vice President, Jorge Saldana, ensures that the entire Kleen-Tech team, from the Director of Operations to the Site Supervisor, are performing all contract deliverables to satisfy the contractual obligations and also ensure the Duluth Airport Authority's total satisfaction. He is available to meet with the Duluth Airport Authority when requested, or when the need arises, to provide executive oversight to the services being provided.
- b. **Operations Manager** - Your Operations Manager will regularly visit your facility and at any time on request. During these visits, the Operations Manager will meet with the Duluth Airport Authority's personnel, perform formal quality control inspections, address all needs and concerns, and ensure that the current scope of work is meeting all the facilities' needs.
- c. **Site Supervisor** - Directly supervises assigned employees. Carries out supervisory responsibilities in accordance with Kleen-Tech's policies and applicable laws. Responsibilities include planning, assigning, and directing work; appraising performance; disciplinary action when necessary.
- d. **Custodial Lead** - Directly leads custodial employees. Carries out lead responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance; disciplining employees; addressing complaints and resolving problems.
- e. **Custodian & Porter**- Your Custodial Crew is responsible for the execution of all scope of work tasks and are on-site daily to perform the services required by the Duluth Airport Authority. Custodians receive a thorough new hire orientation and training when they begin work for Kleen-Tech and receive a monthly Safety Training thereafter. They are supported by the other key personnel described above.

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4. Equipment & Cleaning Chemicals

Proposer shall furnish a complete listing of all proposed equipment and cleaning chemicals, including material safety data sheets, to be furnished. The listing shall name the equipment manufacturer, make and model number and the cost of each separate item. Additional equipment that will improve the efficiency or will lower operating costs will also be considered by the Airport.

A. List of Equipment

B. List of Chemicals

C. Material Safety Data Sheets

A. List of Equipment

EQUIPMENT	QUANTITY
Restroom Cleaning Equipment. - Kaivac	1
ProTeam Backpack 6 Gal. Vacuum	2
Vacuum Bags	10
Mop handle	2
Wood Snap-on Handle	2
Dust Mop Frame 36	2
Dust Mop 36	2
Large Mop Head	4
Mop Bucket and Wringer	2
Lobby Dustpan	2
Angle Broom	2
Toilet Bowl Brush	2
Lambswool Duster	2
Medium Gloves	2 boxes
Blue Microfiber Rags	12
Brute Trash Can	2
Yellow Caddy bag	2
Dolly	2
Trigger Sprayer	24
Spray Bottle	24
Wet floor sign	2
Little dipper bowl mop	2

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B. Chemicals



PRODUCT USAGE CHART

X-EFFECT™



#485702

Clean on the Go®

X-EFFECT is a non-alkaline disinfectant cleaner concentrate specially designed to clean and disinfect high-gloss floors, restrooms, and other non-porous surfaces. At 2 oz. per gallon X-EFFECT kills 99.9% of bacteria*** in 30 seconds. Suitable for clean-ups per the Bloodborne Pathogen Standard, X-EFFECT kills Hepatitis C Virus (HCV), Hepatitis B Virus (HBV), and HIV-1 (AIDS Virus). EPA Reg. No. 5741-20

X-EFFECT es un concentrado limpiador desinfectante no alcalino especialmente diseñado para limpiar y desinfectar pisos de alto brillo, baños y otras superficies no porosas. A 2 oz. por galón X-EFFECT mata el 99.9% de las bacterias*** en 30 segundos. Adecuado para limpiezas según el Estándar de Patógenos Transmitidos por la Sangre, X-EFFECT mata el Virus de la Hepatitis C (VHC), el Virus de la Hepatitis B (VHB) y el VIH-1 (Virus del SIDA).



XCELENTE® 24



#480302

Multi-Purpose Cleaners

Enjoy the fresh, clean fragrance of lavender while you clean with Xcelente multi-purpose, hard surface cleaner. The phosphate-free formula is great for floors, and other surfaces where a bright, shiny, streak free finish is desired. With a long-lasting, fragrant bloom of lavender, Xcelente will delight building residents and visitors throughout the day.

Disfrute de la fragancia fresca y limpia de lavanda mientras limpia con el limpiador de superficies duras Xcelente multiuso. La fórmula libre de fosfatos es ideal para pisos y otras superficies donde se desea un acabado claro, brillante y sin rayas. Con una floración de lavanda de larga duración y perfumada, Xcelente le encantará a los residentes y visitantes durante todo el día.



CLEAN BY PEROXY® 15

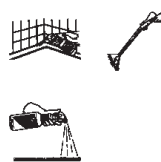


#482002

Multi-Purpose Cleaners

Clean by Peroxy is a Green Seal Certified all-purpose cleaner that is environmentally responsible. With the cleaning power of peroxide, Clean by Peroxy is a unique product that will effectively clean windows, mirrors, floors, walls, carpets, restrooms, kitchens, tile and grout without streaking. Clean by Peroxy minimizes the number of products, simplifying training and inventory management.

Clean by Peroxy es un limpiador para todo uso certificado por Green Seal™ de que es ambientalmente responsable. Con el poder de limpieza de peróxido, Clean by Peroxy es un producto único que efectivamente limpia ventanas, espejos, pisos, paredes, alfombras, baños, cocinas, azulejos y lechada sin rayas. Clean by Peroxy minimiza el número de productos, simplificando el entrenamiento y la gestión de inventario.



BIORENEWABLES® GLASS CLEANER 18



#483502

BioRenewables®

BioRenewables Glass Cleaner is a ready-to-use, bio-based product designed to clean mirrors, glass, and plexiglass surfaces as well as remove tough soils such as: grease, smoke, oils, and dirt. The simple spray on and wipe off formula can be used to clean and polish any hard surface not harmed by water such as: windows, mirrors, countertops, chrome, automobile glass, and any other glass or mirror finish.

BioRenewables Glass Cleaner es un producto biológico, listo para utilizar, diseñado para limpiar espejos, vidrio y superficies de Plexiglas, además de eliminar suciedades difíciles tales como: grasa, humo, aceites y tierra. La fórmula simple de spray y limpiar se puede utilizar para limpiar y pulir cualquier superficie dura no dañada por el agua, tales como: ventanas, espejos, encimeras, cromo, vidrio de automóvil y cualquier otro acabado de vidrio o espejo.



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C. Material Safety Data Sheets

I. CLEAN ON THE GO (HDQC2):



Safety Data Sheet Spartan Chemical Company, Inc.

Revision Date: 07-May-2015

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier
Product Name: CLEAN ON THE GO hdqC2
Product Number: 4702 , 1014
Recommended Use: Disinfectant
Uses Advised Against: For Industrial and Institutional Use Only
Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:
Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification
Acute Toxicity - Oral: Category 4
Skin Corrosion/Irritation: Category 1
Serious Eye Damage/Eye Irritation: Category 1

GHS Label Elements

Signal Word:

Symbols:

Danger



Hazard Statements:
Harmful if swallowed.
Causes severe skin burns and serious eye damage.

Precautionary Statements:

Prevention: Wash hands and any exposed skin thoroughly after handling.
Do not eat, drink or smoke when using this product
Do not breathe mist, vapors or spray.
Wear protective gloves. Wear eye / face protection. Wear protective clothing.
Response: **IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.**
-Eyes IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
-Skin IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse.
-Inhalation: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
-Ingestion: IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
-Specific Treatment: See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

Storage: Store locked up.
Disposal: Dispose of contents and container in accordance with local, state and federal regulations.

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4702 - CLEAN ON THE GO hdqC2

Revision Date: 07-May-2015

Hazards Not Otherwise Classified: Not Applicable

Other Information:

- Corrosive.
- Inhalation of vapors or mist may cause respiratory irritation.
- Keep out of reach of children.
- NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

0.13402% of the mixture consists of ingredient(s) of unknown toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
dialkyl dimethyl ammonium chloride	68424-95-3	1-5
alkyl dimethyl benzyl ammonium chloride	68424-85-1	1-5
ethanol	64-17-5	1-5
tetrasodium ethylenediaminetetraacetate	64-02-8	0.1-1
alcohol ethoxylate	68439-46-3	0.1-1

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

- Eye Contact:** Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.
- Skin Contact:** Take off immediately all contaminated clothing and shoes. Rinse with water or shower for at least 15 minutes. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Wash contaminated clothing before reuse.
- Inhalation:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.
- Ingestion:** Rinse mouth. Do NOT induce vomiting. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Never give anything by mouth to an unconscious person.
- Note to Physicians:** NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES

- Suitable Extinguishing Media:** Product does not support combustion. Use extinguishing agent suitable for type of surrounding fire.
- Specific Hazards Arising from the Chemical:** Dried product is capable of burning. Combustion products are toxic.
- Hazardous Combustion Products:** May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.
- Protective Equipment and Precautions for Firefighters:** Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

- Personal Precautions:** Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.
- Environmental Precautions:** Do not rinse spill onto the ground, into storm sewers or bodies of water.
- Methods for Clean-Up:** Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

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4702 - CLEAN ON THE GO hdqC2

Revision Date: 07-May-2015

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.

Storage Conditions: Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits:

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
ethanol 64-17-5	STEL: 1000 ppm	TWA: 1000 ppm TWA: 1900 mg/m ³ (vacated) TWA: 1000 ppm (vacated) TWA: 1900 mg/m ³	IDLH: 3300 ppm TWA: 1000 ppm TWA: 1900 mg/m ³

Engineering Controls: Provide good general ventilation.
If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.
Eye wash stations and shower facilities should be readily accessible in areas where the product is handled.

Personal Protective Equipment

Eye/Face Protection: Wear splash goggles.

Skin and Body Protection: Wear rubber or other chemical-resistant gloves.

Respiratory Protection: Not required with expected use.
If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.

General Hygiene Considerations: Wash hands and any exposed skin thoroughly after handling.
See 29 CFR 1910.132-138 for further guidance.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Red
Odor:	Mild Citrus fragrance
pH:	6.0-7.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	100 °C / 212 °F
Flash Point:	> 100 °C / > 212 °F ASTM D56
Evaporation Rate:	< 1 (Butyl acetate = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	1.0
Solubility(ies):	Soluble in water
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity: This material is considered to be non-reactive under normal conditions of use.

Chemical Stability: Stable under normal conditions.

Possibility of Hazardous Reactions: Not expected to occur with normal handling and storage.

Conditions to Avoid: Extremes of temperature and direct sunlight.

Incompatible Materials: Strong oxidizing agents. Strong acids.

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Revision Date: 07-May-2015

Hazardous Decomposition Products: May include carbon monoxide, carbon dioxide (CO₂) and other toxic gases or vapors.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure: Eyes, Skin, Ingestion, Inhalation.
Symptoms of Exposure:
-Eye Contact: Pain, redness, swelling of the conjunctiva and tissue damage. Eye contact may cause permanent damage.
-Skin Contact: Pain, redness, blistering and possible chemical burn.
-Inhalation: Nasal discomfort and coughing.
-Ingestion: Ingestion may cause irritation to mucous membranes. Pain, nausea, vomiting and diarrhea.
Immediate, Delayed, Chronic Effects
Product Information: Data not available or insufficient for classification.
Chronic Toxicity: May cause adverse effects on the bone marrow and blood-forming system. May cause adverse liver effects. Contains a known or suspected reproductive toxin.
Target Organ Effects: Blood. Central nervous system. -Eyes. Liver. Reproductive System. Respiratory System. -Skin.

Numerical Measures of Toxicity

The following acute toxicity estimates (ATE) are calculated based on the GHS document.

ATEmix (oral): 1837 mg/kg
 ATEmix (dermal): 5528 mg/kg
 ATEmix (inhalation-dust/mist): 23 mg/l

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
alkyl dimethyl benzyl ammonium chloride 68424-85-1	= 426 mg/kg (Rat)	Not Available	Not Available
ethanol 64-17-5	= 7060 mg/kg (Rat)	Not Available	= 124.7 mg/L (Rat) 4 h
tetrasodium ethylenediaminetetraacetate 64-02-8	= 10 g/kg (Rat)	Not Available	Not Available
alcohol ethoxylate 68439-46-3	= 1378 mg/kg (Rat)	> 2 g/kg (Rabbit)	Not Available

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
ethanol 64-17-5	Not Available	12.0 - 16.0: 96 h Oncorhynchus mykiss mL/L LC50 static 100: 96 h Pimephales promelas mg/L LC50 static 13400 - 15100: 96 h Pimephales promelas mg/L LC50 flow-through	Not Available	9268 - 14221: 48 h Daphnia magna mg/L LC50 10800: 24 h Daphnia magna mg/L EC50 2: 48 h Daphnia magna mg/L EC50 Static
tetrasodium ethylenediaminetetraacetate 64-02-8	1.01: 72 h Desmodesmus subspicatus mg/L EC50	41: 96 h Lepomis macrochirus mg/L LC50 static 59.8: 96 h Pimephales promelas mg/L LC50 static	Not Available	610: 24 h Daphnia magna mg/L EC50

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

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Revision Date: 07-May-2015

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.
Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT: Not Regulated
Proper Shipping Name: Non Hazardous Product
Special Provisions: Shipping descriptions may vary based on mode of transport, quantities, package size, and/or origin and destination. Check with a trained hazardous materials transportation expert for information specific to your situation.

15. REGULATORY INFORMATION

TSCA Status: (Toxic Substance Control Act Section 8(b) Inventory)
All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313

This product does not contain listed substances above the "de minimus" level

SARA 311/312 Hazard Categories

Acute Health Hazard: Yes
Chronic Health Hazard: No
Fire Hazard: No
Sudden release of pressure hazard: No
Reactive Hazard: No

California Proposition 65

This product contains the following Proposition 65 chemicals

Chemical Name	California Proposition 65
ethanol - 64-17-5	Carcinogen Developmental
acetaldehyde - 75-07-0	Carcinogen

WARNING: This product contains a chemical known to the State of California to cause cancer.

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

EPA Pesticide Registration Number: 1839-169-5741

EPA Statement:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

EPA Pesticide Label:

Danger. Keep out of reach of children. Corrosive. Causes irreversible eye damage and skin burns. Do not get in eyes, on skin or on clothing. May be fatal if absorbed through the skin. Harmful if swallowed. Wear goggles or face shield, rubber gloves, and protective clothing. Remove contaminated clothing and wash before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco.

16. OTHER INFORMATION

NFPA Health Hazards: 3 Flammability: 0 Instability: 0 Special: N/A
HMIS Health Hazards: 3 Flammability: 0 Physical Hazards: 0

Revision Date: 07-May-2015
Reasons for Revision: No information available.

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Revision Date: 07-May-2015

Disclaimer:

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

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II. XCELENTE 24:



Safety Data Sheet

Spartan Chemical Company, Inc.

Revision Date: 28-Oct-2019

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: CLEAN ON THE GO XCELENTE [24]
Product Number: 4803
Recommended Use: Cleaning agent
Uses Advised Against: For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Serious Eye Damage/Eye Irritation: Category 2A

GHS Label Elements

Signal Word:

Warning

Symbols:



Hazard Statements:

Causes serious eye irritation

Precautionary Statements:

Prevention:

Wash hands and any exposed skin thoroughly after handling.
Wear eye / face protection

Response:

-Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

-Specific Treatment:

Storage:

Not Applicable

Disposal:

Not Applicable

Hazards Not Otherwise Classified: Not Applicable

Other Information:

- May be harmful if swallowed.
- May cause skin irritation.
- Inhalation of vapors or mist may cause respiratory irritation.
- Keep out of reach of children.

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4803 - CLEAN ON THE GO XCELENTE [24]

Revision Date: 28-Oct-2019

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Water	7732-18-5	60-100
C9-11 Pareth-6	68439-46-3	1-5
Isopropyl Alcohol	67-63-0	1-5
Sodium Caprylyl Sulfonate	5324-84-5	0.1-1
Tetrasodium EDTA	64-02-8	0.1-1
Fragrance	PROPRIETARY	<0.1
Terpineol Acetate	8007-35-0	<0.1
7-Octen-2-ol, 2-Methyl-6-Methylene-, Dihydro Deriv.	53219-21-9	<0.1
Citric Acid	77-92-9	<0.1
4-Tert-Butylcyclohexyl Acetate	32210-23-4	<0.1
Ethylene Brassylate	105-95-3	<0.1
Eucalyptus Globulus Leaf Oil	8000-48-4	<0.1
Diphenyl Ether	101-84-8	<0.1
Benzyl Acetate	140-11-4	<0.1
Tetramethyl Acetyloctahydronaphthalenes	54464-57-2	<0.1
Anisaldehyde	123-11-5	<0.1
Fir Needle Oil	8021-29-2	<0.1
Butylphenyl Methylpropional	80-54-6	<0.1
Benzisothiazolinone	2634-33-5	<0.1
Methylisothiazolinone	2682-20-4	<0.1
Colorant	PROPRIETARY	<0.1
Methylchloroisothiazolinone	26172-55-4	<0.1
Acid Blue 9	3844-45-9	<0.1

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

-Eye Contact:	Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.
-Skin Contact:	Wash with soap and water. If skin irritation occurs: Get medical attention.
-Inhalation:	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison control center or physician if you feel unwell.
-Ingestion:	Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention if you feel unwell.
Note to Physicians:	Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:	Product does not support combustion. Use extinguishing agent suitable for type of surrounding fire
Specific Hazards Arising from the Chemical:	Dried product is capable of burning. Combustion products are toxic.
Hazardous Combustion Products:	May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.
Protective Equipment and Precautions for Firefighters:	Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:	Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.
Environmental Precautions:	Do not rinse spill onto the ground, into storm sewers or bodies of water.

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4803 - CLEAN ON THE GO XCELENTE [24]

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Methods for Clean-Up: Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.

Storage Conditions: Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.

Suggested Shelf Life: Minimum of 2 years from date of manufacture.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Occupational Exposure Limits:

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
Isopropyl Alcohol 67-63-0	STEL: 400 ppm TWA: 200 ppm	TWA: 400 ppm TWA: 980 mg/m ³ (vacated) TWA: 400 ppm (vacated) TWA: 980 mg/m ³ (vacated) STEL: 500 ppm (vacated) STEL: 1225 mg/m ³	IDLH: 2000 ppm TWA: 400 ppm TWA: 980 mg/m ³ STEL: 500 ppm STEL: 1225 mg/m ³
Diphenyl Ether 101-84-8	STEL: 2 ppm vapor TWA: 1 ppm vapor	TWA: 1 ppm vapor TWA: 7 mg/m ³ vapor (vacated) TWA: 1 ppm vapor (vacated) TWA: 7 mg/m ³ vapor	IDLH: 100 ppm vapor TWA: 1 ppm vapor TWA: 7 mg/m ³ vapor
Benzyl Acetate 140-11-4	TWA: 10 ppm	-	-

Engineering Controls: Provide good general ventilation.
If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.

Personal Protective Equipment

Eye/Face Protection: Wear splash goggles.

Skin and Body Protection: Not required with expected use.

Respiratory Protection: Not required with expected use.
If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.

General Hygiene Considerations: Wash hands and any exposed skin thoroughly after handling.
See 29 CFR 1910.132-138 for further guidance.

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Revision Date: 28-Oct-2019

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Purple
Odor:	Pleasant fragrance added
pH:	Undiluted: 7.0-8.0 / Diluted 1:43: 7.5-9.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	90 °C / 194 °F
Flash Point:	> 90 °C / > 194 °F Pensky-Martens Closed Cup (PMCC)
Evaporation Rate:	< 1 (Butyl acetate = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	0.998
Solubility(ies):	Soluble in water
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity:	This material is considered to be non-reactive under normal conditions of use.
Chemical Stability:	Stable under normal conditions.
Possibility of Hazardous Reactions:	Not expected to occur with normal handling and storage.
Conditions to Avoid:	Extremes of temperature and direct sunlight.
Incompatible Materials:	Strong oxidizing agents. Strong acids.
Hazardous Decomposition Products:	May include carbon monoxide, carbon dioxide (CO2) and other toxic gases or vapors.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure:	Eyes, Skin, Ingestion, Inhalation.
Symptoms of Exposure:	
-Eye Contact:	Pain, redness, swelling of the conjunctiva and blurred vision.
-Skin Contact:	Drying of the skin.
-Inhalation:	Nasal discomfort and coughing.
-Ingestion:	Pain, nausea, vomiting and diarrhea.
Immediate, Delayed, Chronic Effects	
Product Information:	Data not available or insufficient for classification.

Target Organ Effects: -Eyes. Respiratory System. -Skin.

Numerical Measures of Toxicity

The following acute toxicity estimates (ATE) are calculated based on the GHS document.

ATEmix (oral):	30077 mg/kg
ATEmix (dermal):	53520 mg/kg
ATEmix (inhalation-dust/mist):	4686 mg/l

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	Not Available	Not Available
C9-11 Parath-6 68439-46-3	= 1400 mg/kg (Rat)	Not Available	Not Available
Isopropyl Alcohol 67-63-0	= 1870 mg/kg (Rat)	= 4059 mg/kg (Rabbit)	= 72600 mg/m ³ (Rat) 4 h
Tetrasodium EDTA 64-02-8	= 1658 mg/kg (Rat)	Not Available	Not Available

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4803 - CLEAN ON THE GO XCELENTE [24]

Revision Date: 28-Oct-2019

Citric Acid 77-92-9	= 3 g/kg (Rat)	Not Available	Not Available
4-Tert-Butylcyclohexyl Acetate 32210-23-4	= 5 g/kg (Rat)	> 5000 mg/kg (Rabbit)	Not Available
Eucalyptus Globulus Leaf Oil 8000-48-4	= 2480 mg/kg (Rat)	Not Available	Not Available
Diphenyl Ether 101-84-8	= 2450 mg/kg (Rat)	> 7940 mg/kg (Rabbit)	Not Available
Benzyl Acetate 140-11-4	= 2490 mg/kg (Rat)	> 5000 mg/kg (Rabbit)	Not Available
Anisaldehyde 123-11-5	> 2000 mg/kg (Rat)	> 5000 mg/kg (Rabbit)	> 0.32 mg/L (Rat) 7 h
Fir Needle Oil 8021-29-2	= 10200 mg/kg (Rat)	Not Available	Not Available
Butylphenyl Methylpropional 80-54-6	= 1390 mg/kg (Rat)	> 5000 mg/kg (Rabbit)	Not Available
Benzisothiazolinone 2634-33-5	= 1020 mg/kg (Rat)	Not Available	Not Available
Methylchloroisothiazolinone 26172-55-4	= 481 mg/kg (Rat)	Not Available	= 1.23 mg/L (Rat) 4 h

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
Isopropyl Alcohol 67-63-0	1000: 96 h Desmodesmus subspicatus mg/L EC50 1000: 72 h Desmodesmus subspicatus mg/L EC50	9640: 96 h Pimephales promelas mg/L LC50 flow-through 11130: 96 h Pimephales promelas mg/L LC50 static 1400000: 96 h Lepomis macrochirus µg/L LC50	Not Available	13299: 48 h Daphnia magna mg/L EC50
Tetrasodium EDTA 64-02-8	1.01: 72 h Desmodesmus subspicatus mg/L EC50	41: 96 h Lepomis macrochirus mg/L LC50 static 59.8: 96 h Pimephales promelas mg/L LC50 static	Not Available	Not Available
Citric Acid 77-92-9	Not Available	1516: 96 h Lepomis macrochirus mg/L LC50 static	Not Available	Not Available
Diphenyl Ether 101-84-8	Not Available	4: 96 h Pimephales promelas mg/L LC50 flow-through 4 - 7.9: 96 h Pimephales promelas mg/L LC50 static	Not Available	0.11 - 1.1: 48 h Daphnia magna mg/L LC50
Butylphenyl Methylpropional 80-54-6	Not Available	2.2 - 4.6: 96 h Brachydanio rerio mg/L LC50 static	Not Available	10.7: 48 h Daphnia magna mg/L EC50
Methylchloroisothiazolinone 26172-55-4	0.11 - 0.16: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 0.03 - 0.13: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	1.6: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	Not Available	4.71: 48 h Daphnia magna mg/L EC50 0.12 - 0.3: 48 h Daphnia magna mg/L EC50 Flow through 0.71 - 0.99: 48 h Daphnia magna mg/L EC50 Static

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.

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Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT: Not Regulated
Proper Shipping Name: Non-Hazardous Product
Special Provisions: Shipping descriptions may vary based on mode of transport, quantities, package size, and/or origin and destination. Check with a trained hazardous materials transportation expert for information specific to your situation.

IMDG: Not Regulated
Proper Shipping Name: Non-Hazardous Product

15. REGULATORY INFORMATION

TSCA Status: (Toxic Substance Control Act Section 8(b) Inventory)
All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313

This product contains the following listed substances:

SARA 311/312 Hazard Categories

Acute Health Hazard:	Yes
Chronic Health Hazard:	No
Fire Hazard:	No
Sudden release of pressure hazard:	No
Reactive Hazard:	No

16. OTHER INFORMATION

NFPA	Health Hazards: 2	Flammability: 0	Instability: 0	Special: N/A
HMIS	Health Hazards: 2	Flammability: 0	Physical Hazards: 0	

Revision Date: 28-Oct-2019
Reasons for Revision: Section, 3, 7, 8, 9, 11, and, 12

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

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III. PEROXY:



Safety Data Sheet Spartan Chemical Company, Inc.

Revision Date: 17-Dec-2014

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: CLEAN BY PEROXY
Product Number: 0035
Recommended Use: Cleaning agent
Uses Advised Against: For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Skin Corrosion/Irritation: Category 2
Serious Eye Damage/Eye Irritation: Category 2A

GHS Label Elements

Signal Word:

Symbols:

Warning



Hazard Statements: Causes serious eye irritation
Causes skin irritation.

Precautionary Statements:

Prevention: Wash hands and any exposed skin thoroughly after handling.
Wear protective gloves
Wear eye / face protection

Response:

-Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

-Skin

IF ON SKIN (or hair): Wash with plenty of soap and water. If skin irritation occurs: Get medical attention. Take off contaminated clothing and wash before reuse.

-Specific Treatment:

See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

Storage:

Not Applicable

Disposal:

Not Applicable

Hazards Not Otherwise Classified: Not Applicable

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Other Information:

- May be harmful if swallowed.
- Inhalation of vapors or mist may cause respiratory irritation.
- Keep out of reach of children.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
water	7732-18-5	60-100
alcohol ethoxylate	34398-01-1	1-5
hydrogen peroxide	7722-84-1	1-5
alcohol ethoxylate	68439-46-3	1-5
quatarnary amine	68478-94-4	1-5
fragrance	PROPRIETARY	<0.1

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

-Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

-Skin Contact: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. If skin irritation occurs: Get medical attention.

-Inhalation: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison control center or physician if you feel unwell.

-Ingestion: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention if you feel unwell.

Note to Physicians: Contains hydrogen peroxide. Ingestion may result in distention of esophagus and stomach.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media: Product does not support combustion. Use extinguishing agent suitable for type of surrounding fire

Specific Hazards Arising from the Chemical: Combustion products are toxic. Releases oxygen when heated to decomposition which may intensify fire.

Hazardous Combustion Products: May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.

Protective Equipment and Precautions for Firefighters: Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.

Environmental Precautions: Do not rinse spill onto the ground, into storm sewers or bodies of water.

Methods for Clean-Up: Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.

Storage Conditions: Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children.

Incompatible Materials: Sodium hypochlorite (or other hypochlorites). Metals.

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8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits:

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
hydrogen peroxide 7722-84-1	TWA: 1 ppm	TWA: 1 ppm TWA: 1.4 mg/m ³ (vacated) TWA: 1 ppm (vacated) TWA: 1.4 mg/m ³	IDLH: 75 ppm TWA: 1 ppm TWA: 1.4 mg/m ³

Engineering Controls:

Provide good general ventilation.
If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.

Personal Protective Equipment

Eye/Face Protection:

Wear splash goggles.

Skin and Body Protection:

Wear rubber or other chemical-resistant gloves.

Respiratory Protection:

Not required with expected use.
If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.

General Hygiene Considerations:

Wash hands and any exposed skin thoroughly after handling.
See 29 CFR 1910.132-138 for further guidance.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Light blue
Odor:	Pleasant
pH:	Undiluted: 2.1-3.0 / Diluted 1:64: 3.0-4.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	100 °C / 212 °F
Flash Point:	> 100 °C / > 212 °F
Evaporation Rate:	< 1 (BuAc = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	1.014
Solubility(ies):	Soluble in water
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity:

This material is considered to be non-reactive under normal conditions of use.

Chemical Stability:

Stable under normal conditions.

Possibility of Hazardous Reactions:

Contact with sodium hypochlorite (or other hypochlorites) releases chlorine gas.

Conditions to Avoid:

Extremes of temperature and direct sunlight.

Incompatible Materials:

Sodium hypochlorite (or other hypochlorites). Metals.

Hazardous Decomposition

May include carbon monoxide, carbon dioxide (CO₂) and other toxic gases or vapors.

Products:

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure:

Eyes, Skin, Ingestion, Inhalation.

Symptoms of Exposure:

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-Eye Contact: Pain, redness, swelling of the conjunctiva and blurred vision.
-Skin Contact: Pain, redness and cracking of the skin.
-Inhalation: Nasal discomfort and coughing.
-Ingestion: Pain, nausea, vomiting and diarrhea.
Immediate, Delayed, Chronic Effects
Product Information: Data not available or insufficient for classification.

Target Organ Effects: -Eyes. Respiratory System. -Skin.

Numerical Measures of Toxicity

The following acute toxicity estimates (ATE) are calculated based on the GHS document.

ATEmix (oral): 7035 mg/kg
ATEmix (dermal): 39625 mg/kg
ATEmix (inhalation-gas): 22943 mg/l
ATEmix (inhalation-dust/mist): 66 mg/l

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
water 7732-18-5	> 90 mL/kg (Rat)	Not Available	Not Available
hydrogen peroxide 7722-84-1	= 801 mg/kg (Rat)	= 4060 mg/kg (Rat) = 2000 mg/kg (Rabbit)	= 2 mg/L (Rat) 4 h
alcohol ethoxylate 68439-46-3	= 1378 mg/kg (Rat)	> 2 g/kg (Rabbit)	Not Available

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
hydrogen peroxide 7722-84-1	2.5: 72 h Chlorella vulgaris mg/L EC50	16.4: 96 h Pimephales promelas mg/L LC50 18 - 56: 96 h Lepomis macrochirus mg/L LC50 static 10.0 - 32.0: 96 h Oncorhynchus mykiss mg/L LC50 static	Not Available	7.7: 24 h Daphnia magna mg/L EC50 18 - 32: 48 h Daphnia magna mg/L EC50 Static

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.

Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT: Not Regulated
Proper Shipping Name: Non Hazardous Product

15. REGULATORY INFORMATION

TSCA Status: (Toxic Substance Control Act Section 8(b) Inventory)

All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313

This product does not contain listed substances above the "de minimus" level

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SARA 311/312 Hazard Categories

Acute Health Hazard:	Yes
Chronic Health Hazard:	No
Fire Hazard:	No
Sudden release of pressure hazard:	No
Reactive Hazard:	No

California Proposition 65

This product contains the following Proposition 65 chemicals

Chemical Name	California Proposition 65
chloromethane - 74-87-3	Developmental Male Reproductive
acetaldehyde - 75-07-0	Carcinogen

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

WARNING: This product contains a chemical known to the State of California to cause cancer.

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards: 2	Flammability: 0	Instability: 1	Special: N/A
<u>HMIS</u>	Health Hazards: 2	Flammability: 0	Physical Hazards: 1	

Revision Date: 17-Dec-2014
Reasons for Revision: No information available.

Disclaimer:

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

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IV. BIORENEWABLES GLASS CLEANER:



Safety Data Sheet Spartan Chemical Company, Inc.

Revision Date: 13-Feb-2020

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: BIORENEWABLES GLASS CLEANER
Product Number: 3835 , 3835I
Recommended Use: Cleaning agent
Uses Advised Against: For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Serious Eye Damage/Eye Irritation: Category 2B

GHS Label Elements

Signal Word:

Warning

Symbols:

None

Hazard Statements:

Causes eye irritation.

Precautionary Statements:

Prevention:

Wash hands and any exposed skin thoroughly after handling.

Response:

-Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

-Specific Treatment:

Storage:

Not Applicable

Disposal:

Not Applicable

Hazards Not Otherwise Classified: Not Applicable

Other Information:

- May be harmful if swallowed.
- May cause skin irritation.
- Inhalation of vapors or mist may cause respiratory irritation.
- Keep out of reach of children.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Water	7732-18-5	60-100
Caprylyl/Caryl Glucoside	68515-73-1	1-5

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Cocamidopropyl Hydroxysultaine	68139-30-0	1-5
Lauryl Glucoside	110615-47-9	1-5
Sodium Carbonate	497-19-8	0.1-1
Citric Acid	77-92-9	0.1-1
Fragrance	PROPRIETARY	0.1-1
Ethylene Brassylate	105-95-3	<0.1
7-Octen-2-ol, 2-Methyl-6-Methylene-, Dihydro Deriv.	53219-21-9	<0.1
Colorant	PROPRIETARY	<0.1
Methylchloroisothiazolinone	26172-55-4	<0.1
Methylisothiazolinone	2682-20-4	<0.1

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

-Eye Contact:	Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.
-Skin Contact:	Wash with soap and water. If skin irritation occurs: Get medical attention.
-Inhalation:	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison control center or physician if you feel unwell.
-Ingestion:	Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention if you feel unwell.
Note to Physicians:	Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:	Product does not support combustion. Use extinguishing agent suitable for type of surrounding fire.
Specific Hazards Arising from the Chemical:	Dried product is capable of burning. Combustion products are toxic.
Hazardous Combustion Products:	May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.
Protective Equipment and Precautions for Firefighters:	Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:	Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.
Environmental Precautions:	Do not rinse spill onto the ground, into storm sewers or bodies of water.
Methods for Clean-Up:	Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

Advice on Safe Handling:	Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.
Storage Conditions:	Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.
Suggested Shelf Life:	Minimum of 2 years from date of manufacture.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Occupational Exposure Limits:	None established
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Engineering Controls:	Provide good general ventilation. If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.
Personal Protective Equipment	
Eye/Face Protection:	Not required with expected use.
Skin and Body Protection:	Not required with expected use.
Respiratory Protection:	Not required with expected use. If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.
General Hygiene Considerations:	Wash hands and any exposed skin thoroughly after handling. See 29 CFR 1910.132-138 for further guidance.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Blue
Odor:	Pleasant
pH:	Undiluted: 8.0-9.0 / Diluted 1:64: 7.0-8.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	100 °C / 212 °F
Flash Point:	> 100 °C / > 212 °F
Evaporation Rate:	≤ 1 (BuAc = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	1.017
Solubility(ies):	No information available.
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity:	This material is considered to be non-reactive under normal conditions of use.
Chemical Stability:	Stable under normal conditions.
Possibility of Hazardous Reactions:	Not expected to occur with normal handling and storage.
Conditions to Avoid:	Extremes of temperature and direct sunlight.
Incompatible Materials:	Strong oxidizing agents. Strong acids.
Hazardous Decomposition Products:	May include carbon monoxide, carbon dioxide (CO ₂) and other toxic gases or vapors.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure:	Eyes, Skin, Ingestion, Inhalation.
Symptoms of Exposure:	
-Eye Contact:	Pain, redness and swelling of the conjunctiva.
-Skin Contact:	Drying of the skin.
-Inhalation:	Nasal discomfort and coughing.
-Ingestion:	Pain, nausea, vomiting and diarrhea.
Immediate, Delayed, Chronic Effects	
Product Information:	Data not available or insufficient for classification.

Numerical Measures of Toxicity
The following acute toxicity estimates (ATE) are calculated based on the GHS document.
Data not available or insufficient for classification.

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Revision Date: 13-Feb-2020

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	Not Available	Not Available
Sodium Carbonate 497-19-8	= 4090 mg/kg (Rat)	Not Available	= 2300 mg/m ³ (Rat) 2 h
Citric Acid 77-92-9	= 3 g/kg (Rat)	Not Available	Not Available
Methylchloroisothiazolinone 26172-55-4	= 481 mg/kg (Rat)	Not Available	= 1.23 mg/L (Rat) 4 h

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
Sodium Carbonate 497-19-8	Not Available	300: 96 h Lepomis macrochirus mg/L LC50 static 310 - 1220: 96 h Pimephales promelas mg/L LC50 static	Not Available	265: 48 h Daphnia magna mg/L EC50
Citric Acid 77-92-9	Not Available	1516: 96 h Lepomis macrochirus mg/L LC50 static	Not Available	Not Available
Methylchloroisothiazolinone 26172-55-4	0.11 - 0.16: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 0.03 - 0.13: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	1.6: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	Not Available	4.71: 48 h Daphnia magna mg/L EC50 0.12 - 0.3: 48 h Daphnia magna mg/L EC50 Flow through 0.71 - 0.99: 48 h Daphnia magna mg/L EC50 Static

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.
Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT: Not Regulated
Proper Shipping Name: Non-Hazardous Product
Special Provisions: Shipping descriptions may vary based on mode of transport, quantities, package size, and/or origin and destination. Check with a trained hazardous materials transportation expert for information specific to your situation.

IMDG: Not Regulated
Proper Shipping Name: Non-Hazardous Product

15. REGULATORY INFORMATION

TSCA Status: (Toxic Substance Control Act Section 8(b) Inventory)
 All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313
 This product does not contain listed substances above the "de minimus" level

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Revision Date: 13-Feb-2020

SARA 311/312 Hazard Categories

Acute Health Hazard:	Yes
Chronic Health Hazard:	No
Fire Hazard:	No
Sudden release of pressure hazard:	No
Reactive Hazard:	No

California Proposition 65

This product is not subject to warning requirements under California Proposition 65.

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards: 1	Flammability: 0	Instability: 0	Special: N/A
<u>HMS</u>	Health Hazards: 1	Flammability: 0	Physical Hazards: 0	

Revision Date: 13-Feb-2020
Reasons for Revision: Section, 2, 3, 11, and, 12

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

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5. Company Experience

Proposer shall include a history of the company's experience in general cleaning, building maintenance, window cleaning and a list of locations where the company is currently providing service comparable in size to the Duluth International Airport. The listing shall include contact persons and telephone numbers at locations of comparable or greater size to Duluth International Airport.

A. Business Qualifications & Experience

B. References Summary

C. General Bid Compliance

D. Financial

A. Business Qualifications & Experience

Company Background

Kleen-Tech is considered one of America's leading providers of innovative, high-quality janitorial/custodial services, and has been named the BEST Janitorial Service in Colorado by the Colorado Biz Magazine in 2016, 2017, 2018, 2019, 2020 and 2021. Founded in Denver, Colorado in 1993 as Kleen-Tech Building Services, the company quickly established itself as a trusted janitorial services provider. In 2019, Kleen-Tech underwent a change of ownership and organizational structure. Under the newly formed Kleen-Tech, all of the organization's defining systems, processes, tools, and culture, along with its first-class leadership remain in place. We continue to service customers located throughout the United States with over 1,200 employees providing the Kleen-Tech brand of service to more than 50 million square feet of commercial and government facilities.



Kleen-Tech's many diverse contracts consistently demonstrate our ability to successfully perform varying scopes of work with professionalism, integrity, a high standard of business ethics, proven and documented excellent safety record, and most importantly, exceptionally high, complete customer satisfaction. Kleen-Tech is an award-winning and recognized provider of custodial services and consistently provides quality service, develops long-term customer relationships, and delivers full performance of contract specifications. Kleen-Tech has developed a corporate-wide culture of bringing value to our customer's organizations and operations that create win-win contracts and business relationships with our customers and our employees.

We are proud to have a client base that has included:

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

- Airports
- Local, City, and State Government Buildings
- Research and Development Laboratories
- Police and Fire Departments
- K-12 Schools and College Campuses
- Computer Clean Rooms
- Military Institutions
- Recreation, Community, and Senior Centers
- Casinos
- Government Installations
- Public Utilities
- Warehouses
- Corporate Campuses
- City Parks
- Medical Facilities
- Native American Reservations
- High Rise Buildings and Multi-Tenant Facilities
- Retail Centers

Kleen-Tech offers a full range of janitorial, custodial, and office services, that include:

- Janitorial/Custodial
- Window Cleaning
- Grounds Maintenance
- Power Washing
- Specialized and One-Time Cleaning Services
- Tile and Grout Restoration
- LEED® Certification
- Carpet Restoration, Maintenance, and Extraction
- Hard Floor Restoration and Maintenance
- Snow Removal
- Construction Clean-Up
- Security Services
- Specialized Hazardous Materials Clean-Up
- Warehouse Operations

Kleen-Tech customers receive the highest quality services to maintain a clean work environment and to enhance the appearance of facilities and assist in preserving long-term property values. We achieve this through the use of the latest advances in equipment and supplies, as well as our extensive employee training and quality control programs, and our best-in-class management team.

Kleen-Tech is supported by an experienced Corporate Support Team. Through this team, our customers and Kleen-Tech receive the following value-added services:

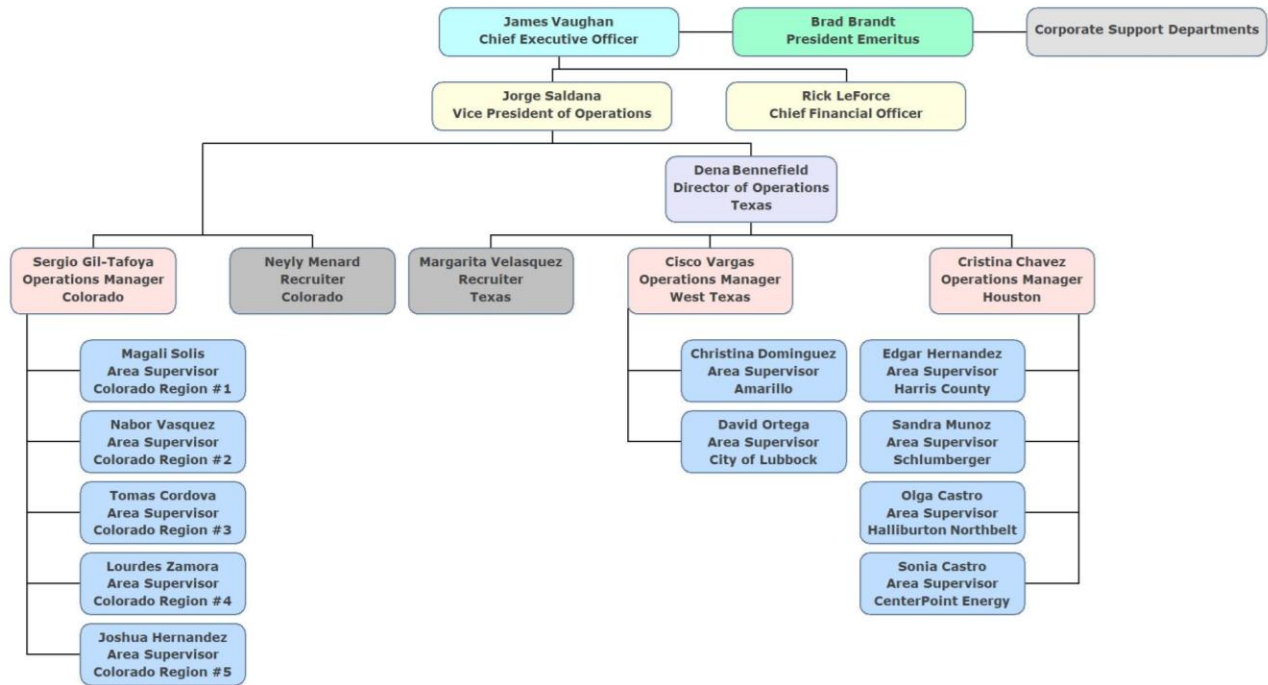
- Finance and Accounting
- Benefits Administration
- Information Technology
- Safety
- Security
- Business Administration
- Financial Audit
- Payroll
- Human Resources
- Quality
- Contracts and Procurement
- Environmental
- Operational Audit
- Marketing

A visual representation of our company organizational structure has been provided below.

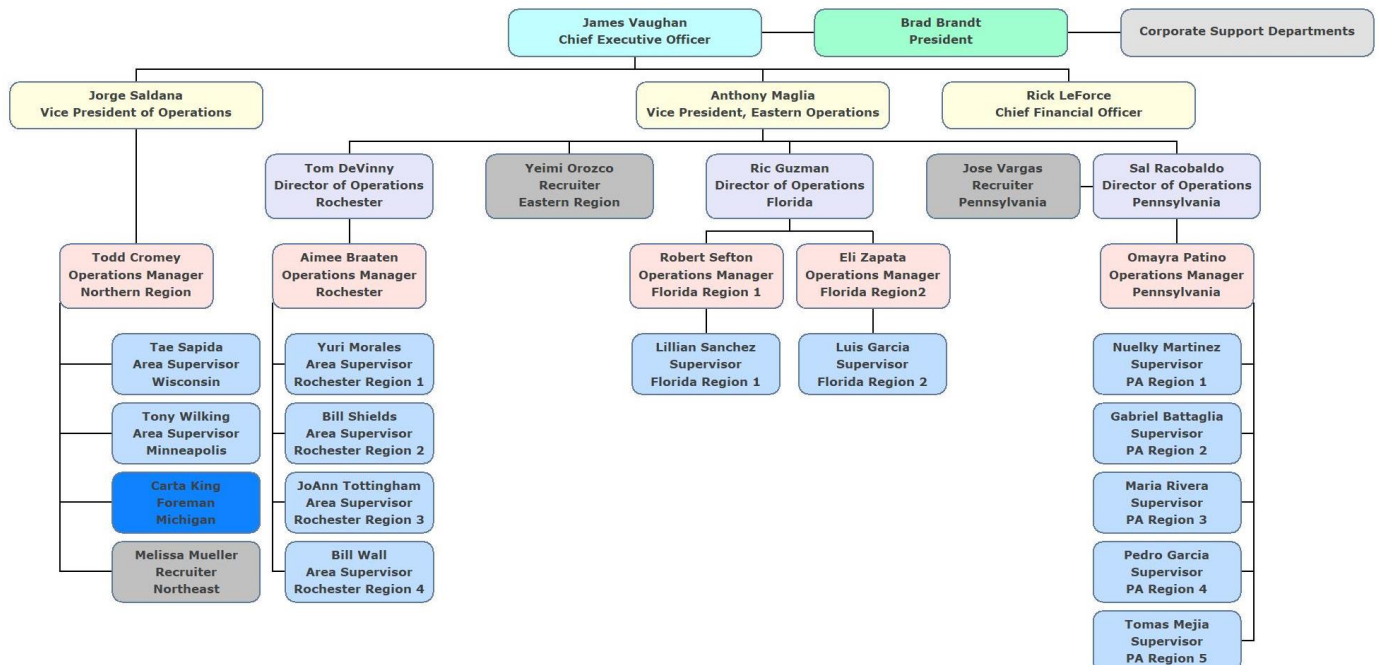
Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

Kleen-Tech West



Kleen-Tech East



Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

B. References Summary

List of References: (see detail in Section 7, page 63)

1. Xcel Energy
2. City of Plymouth MN
3. Rochester International Airport
4. Haliburton
5. City of Boulder CO
6. Jefferson County CO

C. General Bid Compliance

Kleen-Tech Services, LLC. is in compliance with all aspects of the RFP and its Bid Proposal.

D. Financial

Kleen-Tech has been in business since 1993 and is financially stable. We continue to pride ourselves on having longstanding relationships with our customer base. We have serviced our top 5 customers for an average of 19.3 years and their revenue amounts to over \$14,000,000. Our current contracts with these customers have expiration dates ranging from end of 2022 to end of 2023. The average service life of all other accounts is 7.4 years and include commercial, governmental and municipality facilities. Kleen-Tech continues to have stable and profitable growth year over year which is consistent with our strategic plan.

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

6. Resumes

Include resumes of management team. Include operational and technology experience of the on and off-site management team.

Resumes of Management Team



Jorge Saldana – Vice President

7100 N. Broadway, Suite 6-L • Denver, CO 80221 • 866-385-0672

EXPERIENCE SUMMARY

Mr. Saldana has held leadership positions at Kleen-Tech for more than 23 years. He has exceptional customer relations experience and is very adept at interfacing with executive level customers and decision makers. A highly motivated self-starter, with a strong work ethic, he is an experienced problem solver within a fast-paced environment, he offers over a decade's worth of training, supervisory, and management expertise. He is responsible for operations and technology within the company. Mr. Saldana is also fluent in English and Spanish.

Vice President, Kleen-Tech

Denver, Colorado; June 2003- Present

- Serves as a member of Kleen-Tech's Executive Leadership Team and directs the operations of facility support projects nationally including Colorado, New Mexico, Texas, Wyoming, Michigan, and new territories
- Oversight of leadership operations teams responsible for close to 1,000 employees, project managers, and supervisors
- Provides developmental input and oversees rollout of operational system upgrades, reporting tools, training and safety programs across all territories
- Leads new contract phase-ins and special projects
- Key supporter of enterprise profitability through monitoring of operations, equipment, supply inventories, technology and budgets
- Coordinates with Sales and Proposals team to add new business and increase profitability

Operations Manager, Kleen-Tech

Denver, Colorado; October 1996 – June 2003

- Mr. Saldana ensured Kleen-Tech exceeded customer expectations in quality control and relations. Customers included commercial and government accounts varying in size, with values ranging up to \$10 million. He was also responsible for developing, sustaining, and adapting training programs implemented through standard Kleen-Tech work practices.
- Management duties included supporting the hiring process, daily supervisory activities, and evaluation of Operations team members in performance, qualification, and teaming skills. Mr. Saldana also documented changes to products, processes, and equipment.

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services



Todd Cromey – Operations Manager

3427 Martenson St., Eau Claire, WI 54701 • 866-385-0672

EXPERIENCE SUMMARY

Mr. Cromey has over 10 years supervisory experience and specializes in project management with an emphasis on operations, safety, customer satisfaction, technology and budget compliance. He received extensive janitorial training for cleaning procedures in sensitive environments to include bloodborne pathogen and hazards materials cleanup. Mr. Cromey is a skilled facility manager with expertise in quality control, customer relationships, and problem solving.

Operations, Kleen-Tech Services Corporation

Minnesota and Wisconsin; February 2018 – Present

Essential duties include:

- Improve the operational systems and technology, processes and policies in support of organizations mission.
- Directs supervisory management engaged in support of facilities programs.
- Analyze and facilitates budget requests to identify areas in which reductions can be made.
- Prepare schedules for special projects, assigns personnel to proper locations.
- Manage and increase the effectiveness and efficiency of Support Services (HR, IT and Finance), through improvements to each function as well as coordination and communication between support and business functions.
- Inspect and evaluate physical condition of business, i.e. safety, quality, and service.
- Contribute to short and long-term organizational planning and strategy as a member of the management team.
- Oversee overall financial management, planning, systems and controls.
- Management of budget in coordination with the Executive Director.
- Manage staff, preparing work schedules and assigning specific duties.

Specialty Services Supervisor, Clean Power

Eau Claire, Wisconsin; January 2017 – August 2017

Maintenance Supervisor, Mandel Corporation

Milwaukee, Wisconsin; September 2015 – February 2016

Assembler/Welder, Wisconsin Oven Corporation

East Troy, Wisconsin; February 2015 – August 2015





Tae Sapida – Area Supervisor

EXPERIENCE SUMMARY

Mr. Sapida has over 13 years' experience managing customer relationships and project management. His expertise includes project phase-in, employee training, quality control, conflict resolution, and account management.

Area Supervisor, Kleen-Tech

October 2018 – Present

- Mr. Sapida is responsible for supervising the custodial activities of more than 40 employees and directs the varying types of janitorial services at secure facilities.
- Mr. Sapida coordinates and manages leads and custodians when working in buildings and implements the Quality Control Program for the individual location.
- Mr. Sapida documents QC inspection results, records and plots QC metrics, performs trend analyses, directs re-work/deficiency correction, conducts employee custodial trainings, ensures equipment and supplies are available for all facilities, conducts monthly safety trainings, and ensures the employee safety program is implemented.

Prior to Kleen-Tech

Mr. Sapida has held several technical and management roles which has served him well in creating a disciplined approach to janitorial services while increasing employee retention.

EDUCATION

B.S. Notre Dame de Namur University 2004-2007

*High Honors, Dean's list for 6 quarters and 4 years with
golf scholarship

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

7. References

Bids shall include a minimum of five (5) references from current janitorial customers. References shall include location, type of operation, contact name, and telephone number.

- A. Xcel Energy**
- B. City of Plymouth MN**
- C. Rochester International Airport**
- D. Haliburton Energy Services Inc.**
- E. City of Boulder CO**
- F. Jefferson County CO - Municipal**

A. Xcel Energy

Mr. Todd Bice - Analyst, Facilities Services
North Xcel Energy Colorado
9500 Interstate 76
Henderson, CO 80640
Phone: 303-928-0843
E-mail: Todd.Bice@Xcelenergy.com
Coverage: 120 buildings for 2,519,052 square feet
Number of buildings by state:

- Minnesota 34
- Colorado: 32
- Texas 23
- Wisconsin 19
- New Mexico: 9
- North Dakota 2
- Michigan 1

Service: Large multi-state company, security requirements, full janitorial & floor maintenance services

Kleen-Tech has provided janitorial services for Xcel Energy's facilities in Colorado, Texas, and New Mexico since 2010, and in 2018 Kleen-Tech was awarded the contract for 55 additional facilities in Minnesota, Michigan, Wisconsin, South Dakota, and North Dakota. Our current services cover over 2 million square feet of space throughout the United States. Xcel Energy's facilities require that Kleen-Tech employees undergo a thorough background screening and clearance process.

Our performance at Xcel Energy's facilities, and recent contract award for additional facilities in new regions, demonstrates our ability to manage a large workforce in several states and balance scheduling of all regular and periodic services to meet all scope of work requirements and customer requests. Additionally, we have a proven track record of successfully recruiting, hiring, and retaining employees, while meeting all customer clearance and badging requirements in these secure facilities.

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B. City of Plymouth MN

Ms. Amy Hanson - Fleet & Facilities Manager

3400 Plymouth Blvd.

Plymouth MN 55447

Phone: 763.509.5526

E-mail: ae Hanson@plymouthmn.gov

Coverage: 6 buildings for 75,800 square feet

Service: Minnesota local government client, full janitorial and carpet & hard floor care maintenance

Kleen-Tech is pleased to have served the City of Plymouth since January 2021. The services we provide include nightly janitorial services as well as periodic carpet and hard floor care cleaning for the City Hall, Fire Station, Water Treatment, Transit, and Public Safety facilities. In total, we deliver routine and periodic services for 6 City facilities with more than 75,000 square feet.

C. Rochester International Airport

Mr. Kurt Claussen, Deputy Airport Director/Ops Director

Rochester Airport Company

7600 Helgerson Dr. SW

Rochester, MN 55902

Phone : (507) 361-3901

E-mail: kclaussen@flyrst.com

Coverage: 60,000 square feet

Service: Full janitorial and carpet cleaning services, high traffic and high visibility.

Kleen-Tech operates under the DBA Arnold's, a Kleen-Tech Company (Arnold's) out of state. The reference provided above is serviced by employees operating under the Arnold's brand. They currently provide services in 21 of their facilities in Minnesota.

Arnold's has provided routine janitorial services and Day Porter services at the Rochester Airport since 2007, ensuring the cleanliness of entrances, sidewalks, restrooms, administration areas, ticket counters, security checkpoints, and gates day in and day out. We are also pleased to provide the Airport with monthly carpet cleaning services, biannual scrubbing and sealing of rubber floors, and annual scrub and recoat of all hard surface floors.

D. Haliburton Energy Services Inc.

Mr. Paul Woods, Real Estate Manager

3000 N. Sam Houston Parkway East

Houston, TX 77032

Phone: 281-871-2579

E-mail: Paul.Woods@Halliburton.com

Coverage: 3,023,033 square feet

Service: Large company, security requirements, full janitorial and floor cleaning services

Full service janitorial at Halliburton's Headquarters, Executive oil, research, lab, and testing facilities spanning over 3 million square feet. As part of this contract, Kleen-Tech conducts quarterly cleanings for 2 kitchen facilities on Halliburton's Northbelt campus. These kitchen cleanings are full facility cleanings to include cleaning of walls, countertops, shelves, walk in freezers and coolers, dish washer exteriors, vending areas,

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

hanging lights, AC vents, floors, appliances (including ice machines and interior and exterior oven and stovetop). These kitchen cleanings require Kleen-Tech employees to clean the front and back of all equipment as well as the surfaces under and behind each piece of equipment. It is through these services that we demonstrate our ability to provide thorough and regular full facility cleans in a food service environment.

E. City of Boulder, CO

Mr. David Bannon, Purchasing Manager

P.O. Box 791

Boulder, CO 80306-0791

1777 Broadway, Boulder CO 80302

Phone: 303-441-3230

E-mail: BannonD@Bouldercolorado.gov

Coverage: 62 buildings for 540,000 square feet

Service: Local government, high traffic, high visibility, full janitorial and floor care services

Kleen-Tech is pleased to have had a longstanding partnership with the City of Boulder, Colorado. From 2013 to 2016 we were pleased to service the City's Park Restrooms, Recreation Centers, and Senior Centers, a contract that covered 35 facilities with more than 225,000 square feet. In addition to the Day Porter and nightly custodial service required at the Recreation and Senior Centers, the Park facilities required multiple services per day. We ensured consistent service delivery at these locations through the implementation of a Custodial Route, staffed by authorized drivers in company vehicles that were equipped with all the tools and supplies needed to perform services in these busy, high-traffic, high-visibility facilities.

While our contract for the Parks and Community facilities ended in 2016, that same year we were honored to receive a new contract with the City of Boulder for its FAM and Public Library facilities, to which the Open Space and Mountain Parks facilities were added in 2017. This contract includes 5 Public Libraries, 9 FAM facilities, 7 Open Space locations, 3 Water Treatment facilities, and the City's Fire Training Center. Overall, these facilities span more than 300,000 square feet. We continue to service these facilities today.

In 2021, the City once again awarded Kleen-Tech a contract for the Parks, Recreation Centers, and Senior Centers. With these facilities added to our contract once again, we are presently servicing 60 of the City's facilities with more than 525,000 square feet. Additionally, we hold a separate contract for carpet cleaning services for the City's Library and FAM facilities. We believe our history for the City of Boulder is a testament to the quality and consistency of our service, as well as our ability to achieve extremely high levels of customer satisfaction.

F. Jefferson County, Colorado

Jefferson County CO - Municipal

Mr. Corey Lanham, Campus Services Supervisor

700 Jefferson County Parkway, Suite 300

Golden, CO 80401

Phone: 303-271-6058

E-mail: CLanham@Jeffco.us

Coverage: 22 buildings for 947,687 square feet

Service: Local government, High traffic client, high visibility, full janitorial & floor maintenance services.

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

Jefferson County CO - Libraries

Mr. Steve Chestnut, Director of Facilities & Construction

10200 W 20th Ave.

Lakewood, CO 80215

Phone: 303-403-5044

E-mail: Steve.Chestnut@Jeffcolibrary.com

Coverage: 14 buildings for 257,835 square feet

Service: Local government, High traffic client, high visibility, full janitorial & floor maintenance services.

Kleen-Tech provides full janitorial services for Jefferson County's 14 Public Libraries, and in 2017 began services at the County's 22 municipal facilities covering over 900,000 square feet of space.

We are proud to have a longstanding partnership with Jefferson County. As the provider of services at Jefferson County's 22 municipal facilities, we have demonstrated our ability to successfully perform and provide services that meet or exceed our customer's expectations. The services provided to Jefferson County's municipal facilities cover over 900,000 square feet of space, and several facilities require special security clearance for Kleen-Tech employees. In addition, to successfully managing the scope of work, employee schedules, and customer needs at each of these buildings, Kleen-Tech works closely with our customer to ensure that we have a smooth and efficient process to recruit, clear, hire, and onboard each employee assigned to a Jefferson County location.

Kleen-Tech provides full scope janitorial services at the Jefferson County Public Libraries where we meet a variety of needs for each specific facility. Kleen-Tech also holds a separate contract under which we perform carpet cleaning and floor maintenance services for the libraries. These facilities have a variety of different floor surface types including limestone, ceramic tile, mondo flooring, and VCT, all of which we maintain. In addition, we provide janitorial services for the Jefferson County Public Libraries' mobile "Bookmobile" facility.

Duluth Airport Authority – Duluth International Airport

Bid #21-4406 - Airport Janitorial Services

8. Cost

Bids shall include a monthly cost breakdown to accomplish all tasks defined in attachment #1. The breakdown of costs should include a revised monthly total (or methodology) if the proposer falls below minimum staffing/weekly coverage table.

Cost of Service

The monthly cost for Kleen-Tech Services, LLC to perform all services for the Duluth Airport Authority listed in Attachment #1 of RPF #21-4406 is \$20,909/month.

In the event staffing levels fall below the minimum staffing/weekly coverage table, the revised monthly total is adjusted by **\$205.80 for each shift missed.

** For Project Work listed below the price shall be **\$33.99/hour** for each service

- Refinish terrazzo flooring with Airport approved floor finishing system
- Refinish all office and break room tile floors with Airport approved floorfinishing system

Duluth Airport Authority – Duluth International Airport
Bid #21-4406 - Airport Janitorial Services

9. Exceptions

*Proposer shall list any exceptions to the scope of work defined in attachment #1.
Exceptions will be considered, but the proposer assumes the risk of non-selection.*

Exceptions:

None.

VII G

Duluth Airport Authority Overland West, Inc., dba Hertz Car Rental

Background:

- Hertz requested a termination of their lease with the DAA in June of 2021 due to the financial impacts of the pandemic on their business at DLH.
- Since vacating their space at DLH, Hertz has paid \$83,722.68, thus paying their entire Minimum Annual Guarantees for 2020 and 2021.
- Due to ceasing their operation at DLH, Hertz did not qualify for any concessionaire grant relief.

Resolution Overview:

- Resolution is to approve the early termination of their lease; the contract end date is December 31, 2023.
- Resolution is to approve the write off of their remaining space and parking rent for June-December 2021 in the amount of \$10,306.61 (\$1,472.37 per month).

Duluth Airport Authority

Resolution to authorize an early termination of the Vehicle Rental Lease and Concession Agreement between the Duluth Airport Authority and Overland West, Inc. d.b.a. Hertz Rent-A-Car and to approve the write-off of their accounts receivable balance of \$10,306.61 per Operating Policy #23.

RESOLVED, by the Duluth Airport Authority Board ("DAA") that the DAA hereby authorizes an early termination of the Vehicle Rental Lease and Concession Agreement between the DAA and Overland West, Inc. d.b.a. Hertz Rent-A-Car effective January 1, 2022.

BE IT FURTHER RESOLVED, that pursuant to Operating Policy #23 Accounts Receivable Write Off, the DAA hereby authorizes the write off of Overland West, Inc. d.b.a. Hertz Rent-A-Car past due rent balance of \$10,306.61.

Approved by the Duluth Airport Authority this 15th day of February, 2022.

ATTEST:

Executive Director

STATEMENT OF PURPOSE: This resolution authorizes the DAA staff to terminate the Overland West, Inc. d.b.a. Hertz Rent-A-Car Vehicle Rental Lease and Concession Agreement as of 1/1/2022 and authorizes the DAA staff to write-off the accounts receivable balance of \$10,306.61 as they have vacated their leased space at the Duluth International Airport.

VII H

Duluth Airport Authority Monaco Air Operating Agreement Amendment Thirteen

Terms:

- Term remains unchanged.

Background:

- In 2008 the DAA purchased Building 608 (Blue T-Hangars) from Monaco Air.
- The land that Building 608 sits on was included in Monaco's leased land and not removed when they sold the building.
- Deicing service and fluid is currently an item the DAA is not paid a concession on.

Amendment Overview:

- Amendment removes the footprint of Building 608 from Monaco's leased area.
- Amendment adds Deicing Service and Fluid concession of 1% to the DAA starting September 1, 2022.

Why were the changes in key terms needed/wanted?

- The agreement wasn't previously amended when the building was sold.
- DAA sought to have deicing service and fluid added as a concession item.

MONACO AIR DULUTH, LLC OPERATOR AGREEMENT
AMENDMENT #13

Parties to this Thirteenth Amendment are the Duluth Airport Authority ("Authority") and Monaco Air Duluth, LLC ("Operator").

The parties acknowledge the following:

- A. Each is a party to an operator agreement dated November 1, 2005; Amendment #1 dated July 24, 2006; Amendment #2 dated May 1, 2007; Amendment #3 dated December 16, 2008, Amendment #4 dated September 10, 2010, Amendment #5 dated March 26, 2012, Amendment #6 dated May 15, 2012, Amendment #7 dated February 19, 2013, Amendment #8 dated February 21, 2013, Amendment #9 dated June 7, 2013, Amendment #10 dated October 21, 2014, Amendment #11 dated June 23, 2015, and Amendment #12 dated May 16, 2017 (the operator agreement and Amendments #1 through #12 are hereinafter referred to as the "Operator Agreement").
- B. The parties desire to further amend the Operator Agreement to update User Fees.
- C. The parties desire to further amend the Operator Agreement and to remove Authority owned Building 608 West T-Hangars from Tract 6 of the Ground and Building Lease area.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

- 1. Section 4, "Fees, Taxes and Other Charges", Paragraph C. "User Fees", is amended to add, effective on September 1, 2022:
 - a. Aircraft Deicing Services 1%
 - b. Aircraft Deicing Liquid 1%
- 2. Section 4A, of said Operator Agreement entitled "Ground & Building Lease," mentions Exhibit A entitled, "Monaco Air Duluth Land and Building Rates," Tract 6, defined as FBO T-Hangar Land. The agreement is further amended to delete 5,015 square feet from the amended 65,298 square feet for a total 60,283 square feet for Tract 6. Starting March 1, 2022, the monthly rent invoice will reflect reduction of square footage for Tract 6.
- 3. An updated Exhibit A-1 is attached to reflect the removal of Building 608.
- 4. Except as provided in this 13th Amendment, the terms and conditions of the Operator Agreement shall remain in force and effect.
- 5. This 13th Amendment to the Operator Agreement shall be effective as of the last date of execution hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DATED: _____

DULUTH AIRPORT AUTHORITY

MONACO AIR DULUTH, LLC

By _____
Its President

By _____

By _____
Its Secretary

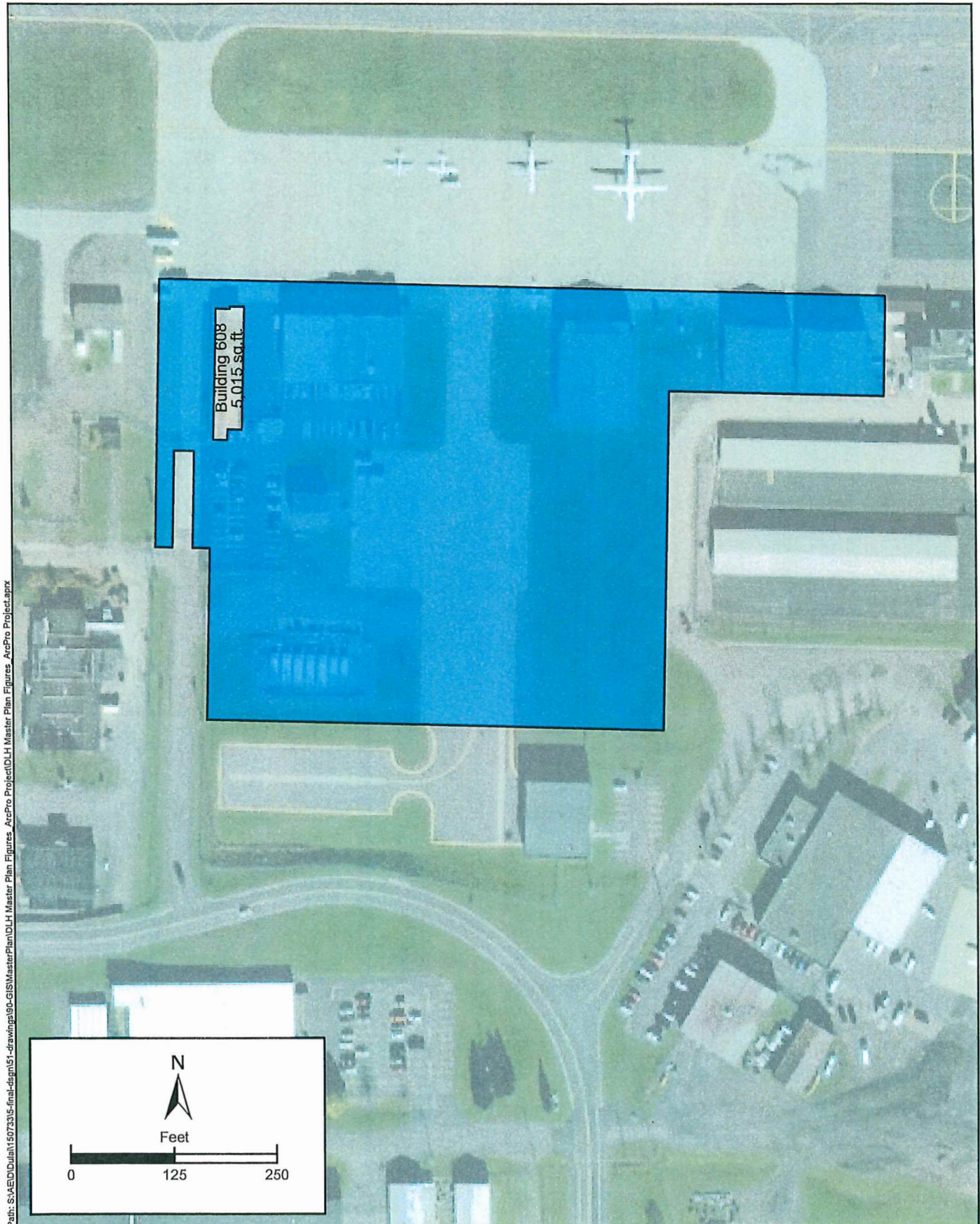
Its _____

Monaco Air Lease

Exhibit A-1

Duluth International Airport (DLH)
Duluth, Minnesota

January 2022 - Monaco Lease
January 31, 2022



Duluth Airport Authority Cirrus Building Finishing Facility Second Amendment

Terms:

- Term remains unchanged.

Background:

- Cirrus was granted the vacation of Stebner Rd by the City of Duluth near their finishing facility to allow for building expansion.
- The DAA supported the vacation of Stebner Rd.

Amendment Overview:

- Amendment adds the square footage of the road to the leasable area.

Why were the changes in key terms needed/wanted?

- The land no longer occupied by the road needed to be incorporated into the land lease for the building.

SECOND AMENDMENT TO GROUND LEASE AGREEMENT BY AND BETWEEN DULUTH AIRPORT AUTHORITY AND CIRRUS DESIGN CORPORATION

The parties to this Second Amendment are the DULUTH AIRPORT AUTHORITY, a governmental body organized and existing under Chapter 577 of the Laws of Minnesota, 1969, hereinafter known as "DAA", and Cirrus Design Corporation d/b/a Cirrus Aircraft, a corporation established in the State of Wisconsin and authorized to conduct business in the State of Minnesota (herein after referred to as "Cirrus").

WHEREAS, on December 16, 2015, Cirrus and the DAA entered into a Ground Lease Agreement (the "Agreement") on land controlled by the DAA in order for Cirrus to construct an aircraft paint and finishing facility of approximately 68,000 square feet, which facility is being initially funded, in part, by the City of Duluth pursuant to the terms and conditions of a separate development agreement between the City of Duluth and Cirrus; and to thereafter use the premises for such purposes.

WHEREAS, on February 21, 2019 the parties entered into a first amendment to expand the leased premises by 65,000 square feet to include the backup propane fuel facility to support its paint and finishing building. The total square footage was expanded to total 196,115.6 square feet. The rental rate was increased to reflect the increase in square footage and Exhibit A-1 was updated to reflect increased square footage.

WHEREAS, the parties desire to further amend the Agreement to add additional land to the Premises as set forth below.

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

Definitions. Each of the terms defined in the Agreement, unless otherwise defined in this Second Amendment, shall have the same meaning when used herein.

1. Beginning on January 1, 2022, Cirrus's Premises is increased by 11,950 square feet to include the vacated portion of Stebner Road for expansion of the Cirrus finishing and paint facility. The new total square feet of the Premises is 208,065.6 square feet.
2. Beginning on January 1, 2022, the rental rate shall reflect the increase in square footage as mentioned above at the current rental rate including any CPI adjustments.
3. Beginning on January 1, 2022, all references to Exhibit A are hereby to include Exhibit A-2 attached hereto and incorporated herein.

4. Except as provided for in this Second Amendment, the terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DATED: _____

DULUTH AIRPORT AUTHORITY

CIRRUS DESIGN CORPORATION

By: _____
President

By: _____

By: _____
Secretary

Printed Name: _____

Title: _____

Exhibit A-2



COLLECTIVE BARGAINING AGREEMENT AMENDMENT

2022 General Wage Increases

Between the Duluth Airport Authority and AFSCME Minnesota Council 5, Local 66

Parties to this agreement are the City of Duluth ("Employer") and AFSCME Minnesota Council 5, Local 66, City of Duluth Basic Unit ("Union"):

The parties acknowledge the following:

1. That the Employer and Union are currently parties to a 2020-2022 collective bargaining agreement ("CBA").
2. The Employer and Union both want to modify the CBA to provide for higher wages in year 2022.

THEREFORE, in exchange and consideration of the parties' mutual promises to each other, the Employer and Union agree as follows:

Effective January 1, 2022, CBA Article 8.1 shall be modified as follows:

8.1 ~~Effective January 1, 2020, each Employee's Basic Hourly Rate shall be increased 2.5% as indicated on Appendix II. Effective January 1, 2021, each Employee's Basic Hourly Rate shall be increased 2.5% as indicated on Appendix III.~~ Effective January 1, 2022, each Employee's Basic Hourly Rate shall be increased 6 2.5% as indicated on Appendix IV

Except as amended herein, the terms and conditions of the CBA remain in full force and effect.

Duluth Airport Authority

AFSCME Minnesota Council 5, Local 66

Craig Fellman
Board President

Name:
Authorized Representative

Date:_____

Date:_____

Board Secretary

Field Representative

Date:_____

Date:_____

APPENDIX IV (Amended February 2022)- Pay Schedule Effective January 1, 2022

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	42129	43998	46085	47954	50040	
	Monthly	3511	3667	3840	3996	4170	
	Hourly	20.2542	21.1531	22.1560	23.0550	24.0579	
23	Annual	43998	46085	47954	50040	52432	
	Monthly	3667	3840	3996	4170	4369	
	Hourly	21.1531	22.1560	23.0550	24.0579	25.2076	
24	Annual	46085	47954	50040	52432	54760	57265
	Monthly	3840	3996	4170	4369	4563	4772
	Hourly	22.1560	23.0550	24.0579	25.2076	26.3267	27.5315
25	Annual	47954	50040	52432	54760	57265	
	Monthly	3996	4170	4369	4563	4772	
	Hourly	23.0550	24.0579	25.2076	26.3267	27.5315	
26	Annual	50040	52432	54760	57265	59631	
	Monthly	4170	4369	4563	4772	4969	
	Hourly	24.0579	25.2076	26.3267	27.5315	28.6689	
27	Annual	52432	54760	57265	59631	62404	
	Monthly	4369	4563	4772	4969	5200	
	Hourly	25.2076	26.3267	27.5315	28.6689	30.0021	
28	Annual	54760	57265	59631	62404	65241	
	Monthly	4563	4772	4969	5200	5437	
	Hourly	26.3267	27.5315	28.6689	30.0021	31.3658	
29	Annual	57265	59631	62404	65241	68306	
	Monthly	4772	4969	5200	5437	5692	
	Hourly	27.5315	28.6689	30.0021	31.3658	32.8396	
117	Annual	38071	39737	41251	42994	44838	
	Monthly	3173	3311	3438	3583	3737	
	Hourly	18.3033	19.1045	19.8322	20.6700	21.5567	
118	Annual	39737	41251	42994	44838	46682	
	Monthly	3311	3438	3583	3737	3890	
	Hourly	19.1045	19.8322	20.6700	21.5567	22.4435	
119	Annual	41251	42994	44838	46682	48629	
	Monthly	3438	3583	3737	3890	4052	
	Hourly	19.8322	20.6700	21.5567	22.4435	23.3791	
120	Annual	42994	44838	46682	48629	50689	53119
	Monthly	3583	3737	3890	4052	4224	4427
	Hourly	20.6700	21.5567	22.4435	23.3791	24.3698	25.5378
121	Annual	49430	51910	54442	56960	59479	
	Monthly	4119	4326	4537	4747	4957	
	Hourly	23.7644	24.9569	26.1738	27.3847	28.5955	

**Resolution to Approve 2022-2023 Denver Air Service Grant Funding Agreement by
and between the Duluth Airport Authority and City of Duluth.**

TERM:

- Financial support is committed for 2022 and 2023.

ARGUEMENT OVERVIEW (CONTEXT):

- The Duluth Airport Authority has been awarded a Small Community Air Service Development (SCASD) grant from the US Department of Transportation to support new air carrier service to Denver.
- The City of Duluth has committed financial support of \$100,000 over two years. \$50,000 in 2022 and \$50,000 in 2023.
- The DAA will maintain financial records and provide them to the City as needed to meet their requirements. DAA will provide
- This agreement authorizes the City of Duluth staff to release funds when requested by DAA and approved by the City of Duluth Finance Director.

Prepared by: Joelle Bodin

2022- 2023 DENVER AIR SERVICE GRANT FUNDING AGREEMENT

**BY AND BETWEEN
DULUTH AIRPORT AUTHORITY**

**AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as “City”, and the DULUTH AIRPORT AUTHORITY, located at 4701 Grinden Drive, Duluth, MN 55811, hereinafter referred to as “DAA”.

WHEREAS, by various legislation the City has provided for the imposition of taxes on certain hotel/motel accommodations (Lodging Tax) and certain food and beverage transactions (Food and Beverage Tax) and provided that certain of the proceeds of said taxes collected are to be placed in Fund 258 and related funds and accounts to be expended by the City for advertising and promoting the City of Duluth as a tourist and convention center; and

WHEREAS, the City recognizes that the transportation, programs, events, and community involvement & learning opportunities provided by DAA promote the City of Duluth as a tourism and convention center and increases the quality of life for visitors and residents alike; and

WHEREAS, the DAA has secured a federal grant award of \$750,000 from the United States Department of Transportation through the Small Community Air Service Development Program to provide a minimum revenue guarantee (MRG) and associated marketing program to recruit, initiate and support new air service to Denver International Airport (DEN); and

WHEREAS, said grant award and agreement is attached hereto and incorporated by reference into this Agreement as Exhibit A; and

WHEREAS, said grant award and agreement requires a local financial contribution of \$279,000; and

WHEREAS, new air service to and from Denver International Airport specifically promotes the City of Duluth as a tourism and convention center and increases the quality of life for visitors and residents alike.

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

1. The Grant Award and Agreement between the U.S. Department of Transportation and the Duluth Airport Authority, Acting for the Community of Duluth, Minnesota, Under the Small Community Air Service Development Program, is attached hereto and incorporated by reference into this Agreement as Exhibit A.

2. City will provide to the DAA an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) in year 2022, and an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) in year 2023, payable from 258-030-5436-12. Funds will be disbursed as requested by an authorized representative of the DAA subject to approval by the City's Finance Director. DAA is required to provide the City's Finance Director a financial report of activities funded by this agreement. It is understood and agreed that the City shall be obligated to provide payment to the DAA only to the extent that sufficient taxes are derived from the Lodging Tax and Food and Beverage Tax, which are designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that insufficient taxes are derived from said taxes, the City shall have the right in its sole and unfettered discretion to reduce or eliminate the funding available to the DAA under this Agreement or to terminate or otherwise modify this Agreement.

3. Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and the DAA only upon being reduced to writing and signed by a duly authorized representative of each party.

4. Records and Inspection. Records shall be maintained by the DAA in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years. The City and its duly authorized representative shall have access to the books, documents, papers and records of the DAA that are related to this Agreement.

5. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the DAA as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. The DAA and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of the DAA's employees while so engaged, and any and all

claims whatsoever on behalf of the DAA's employees arising out of employment shall in no way be the responsibility of City. The DAA's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless the DAA from liability or judgments arising out of the acts or omissions of the DAA or its employees while performing the work specified by this Agreement.

6. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

7. The DAA shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the DAA's breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

8. The DAA, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

9. The DAA agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

10. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

To City of Duluth: City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

To DAA: Duluth Airport Authority
Attn: Tom Werner
Executive Director
4701 Grinden Drive
Duluth, MN 55811

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

13. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party will not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

14. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

15. This Agreement may be amended only by a written instrument signed by both parties.

This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH-

DULUTH AIRPORT AUTHORITY

By _____
Mayor

By _____
Craig Fellman, Board President

Attest:

By _____
Board Secretary

City Clerk

Date: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

•

**GRANT AWARD AND AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND THE DULUTH AIRPORT AUTHORITY, ACTING FOR THE
COMMUNITY OF DULUTH, MINNESOTA, UNDER THE SMALL
COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
CFDA 20.930 FAIN: 69A34519400090020
DOCKET #: DOT-OST-2020-0231-0020**

WHEREAS, the Duluth Airport Authority (the Sponsor), on behalf of the community of Duluth, Minnesota, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to \$750,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

**THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO
THE FOLLOWING TERMS AND CONDITIONS:**

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be \$750,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **September 10, 2021**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before **September 10, 2021**, DOT may unilaterally terminate this Grant Agreement.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.326 (Procurement Standards), as implemented and modified by 2 CFR 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on ninety (90) days' prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
 - a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
 - b. The Sponsor fails to provide any In-Kind Contributions that are provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
 - c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement; or
 - d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on thirty (30) days' prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on thirty (30) days' prior written notice, the Sponsor may request termination of this Grant Agreement.

4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 8, 2027.** **NOTE:** The three-year limitation set forth in Title 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.
5. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with the Department, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(d)(2), such request must include a description of the supporting reasons for the extension. **NOTE:** Access to remaining federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, the Department will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The Duluth Airport Authority, designated by the community of Duluth, Minnesota, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:

Name: Tom Werner

Title: Executive Director

Company: Duluth Airport Authority

Address: 4701 Grinden Drive, Duluth, MN, 55811-1575

Phone: 218-625-7766

Email: twerner@duluthairport.com

DUNS Number: 132648346

TIN Number: 41-6005105

2. Scope of the Grant Project

Grant Project: Minimum revenue guarantee (MRG) and associated marketing program to recruit, initiate and support new air service to Denver (DEN).

3. Funding

- a. Total Project Cash Costs: \$1,059,000
Federal Share: \$750,000
Airport Cash: \$30,000
Local Share: \$279,000

In-Kind Contribution: \$70,000
- b. Payment by DOT shall not exceed **\$750,000** for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
- c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
- d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT.** If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
- e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b above, and included in the Total Project Cash Costs set forth in Section C.3.a above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **70.82 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b above), subject to Section C.3.c, above, and Sections C.3.f and C.3.g, below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Legal Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Sponsor may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of

payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.

- f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.

Section C.3.g shall apply only if this box ☒ is checked.

- g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee, subsidy, or financial incentive agreement between the Sponsor and air carrier(s), including the cost and revenue bases for the compensation required.

Section C.3.h shall apply only if this box ☒ is checked.

- h. At the sole option of DOT, funding may terminate twelve (12) months after the Execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.

Section C.3.i shall apply only if this box ☒ is checked.

- i. At the sole option of DOT, funding may terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.

Section C.3.j shall apply only if this box ☒ is checked.

- j. At the sole option of DOT, funding under this Grant Agreement may terminate if no air service by an Air Carrier has commenced within twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
- k. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the Air Carrier stops providing the agreed-upon service, DOT will only provide reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.

- l. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- m. All requests for reimbursement must be made by the Grant Recipient within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
- n. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
- o. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

- a. Grant Project reports, including progress on milestones as set forth in Section 4.b, below, shall be reported to DOT on a semi-annual basis, with reports due to DOT on April 15 and October 15 of each year that the Grant Agreement remains effective. **The first Grant Project report is due on April 15, 2022.**
- b. Project reports shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a above and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
- c. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

Section C.5.a shall apply only if this box ☐ is checked.

- a. Within three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used,

projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Section C.5.b shall apply only if this box ☒ is checked.

- b. Within six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- c. The Sponsor shall, within fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
- d. The Sponsor shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) DOT Order 2021-7-13 in its entirety.

Grant Application: The complete document submitted in FY 2020 and FY 2021 to DOT by the Community in Docket DOT-OST-2020-0231, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), Pub. L. No. 106-181, reauthorized by Vision 100—The Century in Aviation Reauthorization Act, Pub. L. No. 108-176, and the FAA Modernization and Reform Act of 2012, Pub. L. No. 112-95, as amended, and codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2021.

(SEAL)

United States Department of Transportation

Brooke Chapman
Associate Director
Small Community Air Service Development
Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2021.

The Duluth Airport Authority

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

Printed Name

Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is a government entity empowered to enter into the
foregoing Grant Agreement under the laws of the State (or Commonwealth) of
_____. Further, I have examined the foregoing Grant Agreement, and the
actions taken by said Sponsor relating thereto, and find that the acceptance thereof by
said Sponsor and Sponsor's official representative has been duly authorized and that the
execution thereof is in all respects due and proper and in accordance with the laws of the
said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants
involving projects to be carried out on property not owned by the Sponsor or where
Sponsor may make payments to others, there are no legal impediments that will prevent
full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement,
including the Assurances, constitutes a legal and binding obligation of the Sponsor in
accordance with the terms thereof.

Signature of Sponsor's Attorney

Date

Printed or Typed Name

Telephone

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Signature

Date

Title

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER
THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grant recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [] if there are workplaces on file that are not identified here.

Grant Recipient Signature

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.
7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters --
Primary Covered Transactions**

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

Name

Affiliation

Title

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED
TRANSACTIONS**

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

Name

Title

Affiliation

Date

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

UNAUDITED - FINAL ADJUSTMENTS/AUDIT ADJUSTMENTS PENDING

Financial Row	Prior Year Actual (Jan 2020 - Adjust 2020)	Current Year Actual (Jan 2021 - Adjust 2021)	Budget Amount (Jan 2021 - Adjust 2021)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2021 - Adjust 2021)
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	1,925,842	2,576,662	1,865,240	138.14%	650,820	711,423	1,865,240
Non-Passenger Aeronautical Revenue	1,454,040	1,510,395	1,455,426	103.78%	56,355	54,969	1,455,426
Passenger Airline Aeronautical Revenue	1,321,809	1,380,962	1,281,878	107.73%	59,152	99,084	1,281,878
Total - Income	4,701,691	5,468,019	4,602,544	118.80%	766,328	865,475	4,602,544
Gross Profit	4,701,691	5,468,019	4,602,544	118.80%	766,328	865,475	4,602,544
Expense							
Miscellaneous Expenses	44,338	91,522	32,660	280.23%	47,184	58,862	32,660
Personnel Compensation & Benefits	2,238,775	2,241,054	2,460,392	91.09%	2,279	(219,338)	2,460,392
Services and Charges	1,682,643	1,908,332	1,877,099	101.66%	225,689	31,233	1,877,099
Supplies	503,695	831,037	574,230	144.72%	327,343	256,807	574,230
Total - Expense	4,469,451	5,071,946	4,944,381	102.58%	602,496	127,565	4,944,381
Net Ordinary Income	232,241	396,073	(341,838)	-115.87%	163,832	737,910	(341,838)
Other Income and Expenses							
Other Income							
Capital Contributions	0	33,311	0	0.00%	33,311	33,311	0
Non-Operating Revenue	325,183	487,974	365,939	133.35%	162,792	122,035	365,939
Total - Other Income	325,183	521,285	365,939	142.45%	196,103	155,346	365,939
Other Expense							
Non-Operating Expense	274,455	183,040	328,644	55.70%	(91,415)	(145,604)	328,644
Total - Other Expense	274,455	183,040	328,644	55.70%	(91,415)	(145,604)	328,644
Net Other Income	50,728	338,245	37,295	906.94%	287,518	300,950	37,295
Net Income Exclusive of Project Expenses, Depreciation & Amortization	282,968	734,318	(304,543)	-241.12%	451,350	1,038,860	(304,543)
Projects/Grants	12,555,596	633,495	8,888,000	7.13%	(11,922,101)	(8,254,505)	8,888,000
Depreciation & Amortization	(11,102,803)	0	(10,055,370)	0.00%	11,102,803	10,055,370	(10,055,370)
Net Income	1,735,761	1,367,813	(1,471,913)	-92.93%	(367,948)	2,839,726	(1,471,913)

- This report is still pending adjustments and audit adjustments. The results of this report are expected to change slightly with audit adjustments as well as delayed revenue and expense postings.
- At year-end the DAA is at a favorable variance budget vs actual of over \$1.03M. Expenses are also overstated by the \$110k boiler replacement. After removing this anomaly, the DAA is at a favorable variance of nearly \$1.15M.
- Final CARES expense reimbursements were requested as of December 2021.
- The largest variance from budget in revenues comes the parking concession up over \$200k and car rental concession which is up over \$220k, while other concessions are very close to budget. Non-passenger aeronautical revenue is 54k over budget and passenger airline aeronautical revenue is over budget due to increased landing fees of over 99k.
- 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 the final 2021 financial update. Removing the boiler costs expenses we would be 17k over budget.
- Non-operating income is close to budget with PFCs coming in higher than expected and the recording of the CRRSA concessionaire relief, while expenses are down due to budgeted line of credit interest which was not utilized for a total favorable variance vs budget of over \$300k.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 2/8/22:**
 - o Minimum Cash Balance Goal: \$2,204,103
 - o Current Balance: \$3,041,393 - Exceeds goal
 - o Days Cash on Hand: 248 days currently vs 180 day benchmark

Duluth Airport Authority
Balance Sheet
End of Adjust 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	\$4,936,561.13
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$85,671.91
Accounts Receivable Billed	\$767,866.96
Grants Receivable	\$232,316.33
Lottery Sales Receivable	(\$14,026.00)
Total Accounts Receivable	\$1,071,829.20
Other Current Asset	\$87,566.14
Total Current Assets	\$6,095,956.47
Fixed Assets	
Accumulated Depreciation	(\$131,202,099.74)
Capital Assets	\$251,958,257.10
Work in Progress	\$3,564,341.00
Total Fixed Assets	\$124,320,498.36
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	\$132,836,662.89
Liabilities & Equity	
Current Liabilities	
Accounts Payable	\$410,773.17
Credit Card	\$12,645.18
Other Current Liability	
Accrued Interest	\$0.06
Accrued Sales Taxes Payable - All	\$313.42
Accrued Vacation	\$123,329.30
Deferred Inflows - OPEB Liabilities	\$155,208.00
Deferred Inflows - Pension	\$72,479.00
Loans Payable to City of Duluth	\$920,000.00
Unearned Revenue - Current	\$482,863.97
Unearned Revenue - Non Current	\$170,662.34
Total Other Current Liability	\$1,924,856.09
Total Current Liabilities	\$2,348,274.44
Long Term Liabilities	
LT Loans Payable to City of Duluth	\$5,095,000.00
Net Pension Liability	\$1,175,111.00
Total Other Post Employment Benefit Liability	\$2,907,972.87
Total Long Term Liabilities	\$9,178,083.87
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$103,320,822.76
Net Income	\$1,367,813.12
Total Equity	\$121,310,304.58
Total Liabilities & Equity	\$132,836,662.89

Duluth Airport Authority
Income Statement
From Jan 2021 to Adjust 2021

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$10,500.00
Concession Revenue	
ATM	\$445.50
Car Rental Concession	\$536,164.33
Food & Beverage Concession	\$58,319.33
Lottery Concessions	\$1,299.54
Parking	\$869,042.97
Per Passenger Fee	\$17,278.00
Services/Other	\$600.00
TNC Per Trip Fee	\$7,942.50
Vending	\$7,082.36
Total - Concession Revenue	\$1,498,174.53
Customer Facility Charges	\$196,260.00
Miscellaneous Revenues	\$86,802.39
Parking	\$122,784.69
Permits	\$10,149.27
Plowing Services	\$8,025.00
Reimbursed Expenses	\$57,433.32
Rent	\$253,469.79
Sponsorship Income	\$62,000.00
State Aid	\$271,063.47
Total - Non-Aeronautical Revenue	\$2,576,662.46
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$64,722.35
Concession Revenue	\$138,556.94
Event Income	\$34,600.00
Landing Fees	\$34,255.65
Ramp Fees	\$18,596.16
Rent	\$1,118,427.50
Security Reimbursement	\$101,041.01
Tie Downs	\$195.00
Total - Non-Passenger Aeronautical Revenue	\$1,510,394.61
Passenger Airline Aeronautical Revenue	
Landing Fees	\$285,515.60
Terminal Office/Space Rental	\$1,095,446.22
Total - Passenger Airline Aeronautical Revenue	\$1,380,961.82
Total - Income	\$5,468,018.89
Gross Profit	\$5,468,018.89
Expense	
Miscellaneous Expenses	\$91,522.19
Personnel Compensation & Benefits	
Benefit Administration Fees	\$244.80
Employer Contributions for Retirement	\$199,842.26
Employer Paid Insurance	\$371,158.36
Retiree Benefits	\$108,172.00
Wages & Salaries	\$1,521,051.13
Worker's Compensation	\$40,585.56
Total - Personnel Compensation & Benefits	\$2,241,054.11
Services and Charges	
Advertising	\$3,116.50
Badging	\$2,000.00
Central Services Fee	\$41,433.26
Communications & Technology	\$237,204.53

Financial Row	Amount
Employee Development Services	\$36,175.31
Employee Physicals	\$3,473.00
Finance Charge	\$1,033.83
Insurance	\$107,679.96
Marketing	\$161,793.68
Professional Services	\$337,496.73
Rentals	\$5,365.40
Repairs and Maintenance - Contractual/Services	
Repairs and Maintenance - Contractual/Services	\$31,068.13
Airfield Electrical	\$282.65
Airfield Painting	\$3,850.00
Building	\$206,968.61
Elevator & Escalator Services	\$15,456.86
Equipment	\$3,604.90
Inspections	\$2,032.49
Janitorial & Cleaning - Main	\$187,417.20
Jet Bridge Repairs	\$5,464.00
Laundry Service	\$3,145.54
Parking Equipment	\$159.72
Pavement Maintenance	\$6,140.50
Pest Control	\$4,406.00
Safety & Environmental	\$1,635.00
Total - Repairs and Maintenance - Contractual/Services	\$471,631.60
Sponsorship Expenses	\$817.00
Transportation	\$850.16
Utility Services	\$498,261.49
Total - Services and Charges	\$1,908,332.45
Supplies	
Merchandise for Resale	\$63,339.73
Office Supplies	\$84,178.77
Operating Supplies	\$120,415.16
Repairs & Maintenance Supplies	\$563,103.77
Total - Supplies	\$831,037.43
Total - Expense	\$5,071,946.18
Net Ordinary Income	\$396,072.71
Other Income and Expenses	
Other Income	
Capital Contributions	
Contributed Capital	\$1,316,387.27
Grants	(\$649,580.90)
Total - Capital Contributions	\$666,806.37
Non-Operating Revenue	
Gain/Loss on Asset Disposal	(\$3,620.32)
Interest Income	\$35,399.25
Passenger Facility Charges	\$456,195.37
Total - Non-Operating Revenue	\$487,974.30
Total - Other Income	\$1,154,780.67
Other Expense	
Non-Operating Expense	
Interest Expense	\$183,040.26
Total - Non-Operating Expense	\$183,040.26
Total - Other Expense	\$183,040.26
Net Other Income	\$971,740.41
Net Income	\$1,367,813.12

VII M

Duluth Airport Authority Duluth A/R Aging Report As of February 7, 2022

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	1/8/2022 - 2/6/2022 (30)	12/9/2021 - 1/7/2022 (60)	11/9/2021 - 12/8/2021 (90)	BEFORE 11/9/2021 (>90)	TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Aeronautical Radio, Inc.	Invoice	2/1/2022	9269	3/3/2022	6	\$0.00	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
Avis Rent A Car						\$0.00	\$2,456.37	\$0.00	\$0.00	\$10,547.64	\$13,004.01
Beier Properties, LLC	Invoice	2/1/2022	9298	3/3/2022	6	\$0.00	\$2,670.72	\$0.00	\$0.00	\$0.00	\$2,670.72
BKR Investments DBA Duluth Pack						\$0.00	\$225.00	\$225.00	\$0.00	\$0.00	\$450.00
Bodin, Joelle	Invoice	11/9/2021	8897	12/9/2021	90	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.01
Brown, James	Invoice	12/15/2021	9015	1/14/2022	54	\$0.00	\$0.00	\$7.00	\$0.00	\$0.00	\$7.00
Budget Rent A Car						\$0.00	\$2,100.75	\$0.00	\$0.00	\$12,640.95	\$14,741.70
Case, Ronald Jr.	Invoice	1/24/2022	9206	2/23/2022	14	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Childs, Matthew						\$0.00	\$0.00	\$0.00	\$0.00	\$153.50	\$153.50
Churchill, Sean						\$0.00	\$398.70	\$65.00	\$0.00	\$0.00	\$463.70
Cirrus Design Corporation						\$0.00	\$23,679.78	\$16,387.60	(\$7,493.45)	\$12,617.77	\$45,191.70
City of Duluth						\$0.00	\$1,668.72	\$1,668.72	\$3,748.72	\$1,668.72	\$8,754.88
Clobes, Nathan	Invoice	1/24/2022	9208	2/23/2022	14	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$153.00
Compudyne						\$0.00	\$30.18	\$30.18	\$0.00	\$0.00	\$60.36
Dal Santo, Frances M						\$0.00	\$598.05	\$0.00	\$0.00	\$0.00	\$598.05
Delta Airlines						\$0.00	\$74,735.69	\$0.00	\$0.00	\$0.00	\$74,735.69
Divine Carriers						\$0.00	\$132.65	\$132.65	\$0.00	\$0.00	\$265.30
Duluth Economic Development Authority						\$0.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00
Duluth Hangar, LLC	Invoice	2/1/2022	9275	3/3/2022	6	\$0.00	\$765.35	\$0.00	\$0.00	\$0.00	\$765.35
Enterprise Leasing Company						\$0.00	\$406.42	\$0.00	\$0.00	\$64,846.42	\$65,252.84
Federal Aviation Administration	Invoice	2/3/2022	9315	3/5/2022	4	\$0.00	\$133,243.00	\$0.00	\$0.00	\$0.00	\$133,243.00
Federal Express Corporation	Invoice	1/7/2022	9109	2/6/2022	31	\$0.00	\$0.00	\$1,520.00	\$0.00	\$0.00	\$1,520.00
FEMA	Invoice	10/19/2021	8788	11/18/2021	111	\$0.00	\$0.00	\$0.00	\$0.00	\$9,775.33	\$9,775.33
General Services Administration	Invoice	2/1/2022	9267	3/3/2022	6	\$0.00	\$5,298.61	\$0.00	\$0.00	\$0.00	\$5,298.61
Goritchan Boris						\$0.00	\$0.00	\$0.00	\$0.00	\$879.00	\$879.00
Grimsbo, Gerald	Invoice	1/24/2022	9216	2/23/2022	14	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$153.00
GSSC						\$0.00	\$384.00	\$230.00	\$0.00	\$0.00	\$614.00
Gunderson, Gregory	Invoice	1/11/2022	9132	2/10/2022	27	\$0.00	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00
Hagberg, Rick						\$0.00	\$398.70	\$0.00	\$0.00	\$0.00	\$398.70
Hall John	Invoice	2/1/2022	9252	3/3/2022	6	\$0.00	\$277.39	\$0.00	\$0.00	\$0.00	\$277.39
Halvor Lines	Invoice	12/15/2021	9000	1/14/2022	54	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Harris, Melissa	Invoice	1/24/2022	9221	2/23/2022	14	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$153.00

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	1/8/2022 - 2/6/2022 (30) Open Balance	12/9/2021 - 1/7/2022 (60) Open Balance	11/9/2021 - 12/8/2021 (90) Open Balance	BEFORE 11/9/2021 (>90) Open Balance	TOTAL Open Balance
Hatfield, Dan	Invoice	2/1/2022	9284	3/3/2022	6	\$0.00	\$199.35	\$0.00	\$0.00	\$0.00	\$199.35
Hausmann, Jeff	Invoice	12/15/2021	8992	1/14/2022	54	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Hermantown Hydraulics						\$0.00	\$656.21	\$656.21	\$656.21	\$1,068.63	\$3,037.26
Hertz-Overland West						\$0.00	\$0.00	\$5,889.50	\$0.00	\$4,417.11	\$10,306.61
Hillman Colin	Invoice	2/1/2022	9295	3/3/2022	6	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Hydro Solutions, Inc.	Invoice	2/1/2022	9253	3/3/2022	6	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Johnson, Josiah H	Invoice	2/1/2022	9264	3/3/2022	6	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Johnson, Richard	Invoice	2/1/2022	9280	3/3/2022	6	\$0.00	\$456.70	\$0.00	\$0.00	\$0.00	\$456.70
Johnston, Paul						\$0.00	\$205.35	\$71.00	\$0.00	\$0.00	\$276.35
Kern & Kompany	Invoice	1/7/2022	9116	2/6/2022	31	\$0.00	\$0.00	\$2,795.00	\$0.00	\$0.00	\$2,795.00
Lake Superior College	Invoice	2/1/2022	9268	3/3/2022	6	\$0.00	\$34,468.27	\$0.00	\$0.00	\$0.00	\$34,468.27
Lake Superior Helicopters						\$0.00	\$1,602.29	\$0.00	\$0.00	\$0.00	\$1,602.29
Larsen, Shane	Invoice	9/29/2021	8705	10/29/2021	131	\$0.00	\$0.00	\$0.00	\$0.00	\$434.86	\$434.86
Love Creamery	Payment	11/16/2021	7893	11/16/2021	83	\$0.00	\$0.00	\$0.00	(\$90.00)	\$0.00	(\$90.00)
Luck, Rick	Invoice	8/24/2021	8596	9/23/2021	167	\$0.00	\$0.00	\$0.00	\$0.00	\$269.26	\$269.26
Mark Marino						\$0.00	\$1,952.88	\$0.00	\$0.00	\$0.00	\$1,952.88
Marsden BLD Maint. DBA Crystal Clean of the North	Invoice	1/24/2022	9202	2/23/2022	14	\$0.00	\$96.00	\$0.00	\$0.00	\$0.00	\$96.00
Messerer Jon	Invoice	6/9/2021	8341	7/9/2021	243	\$0.00	\$0.00	\$0.00	\$0.00	\$0.48	\$0.48
Minnesota Air National Guard						\$0.00	\$6,249.75	\$4,400.00	\$0.00	\$0.00	\$10,649.75
Minnesota Department of Transportation						\$0.00	\$0.00	\$222,541.00	\$0.00	\$0.00	\$222,541.00
Minnesota Power						\$0.00	\$466.46	\$25,466.46	\$466.46	\$446.18	\$26,845.56
Monaco Air Duluth						\$0.00	\$5,476.81	\$0.00	\$0.00	\$0.00	\$5,476.81
Mountain Air Cargo						\$0.00	\$1,549.68	\$1,549.68	\$0.00	\$0.00	\$3,099.36
National Bank of Commerce	Invoice	12/15/2021	9006	1/14/2022	54	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Northland Constructors, Inc.						\$0.00	\$181.50	\$181.50	\$0.00	\$0.00	\$363.00
Oakwells CR, LLC						\$0.00	(\$23,268.92)	\$0.00	\$0.00	\$4,820.91	(\$18,448.01)
On Site Enterprises, Inc						\$0.00	(\$6,704.00)	\$0.00	\$0.00	(\$129.00)	(\$6,833.00)
Opack Matthew Jr.	Invoice	2/1/2022	9293	3/3/2022	6	\$0.00	\$202.81	\$0.00	\$0.00	\$0.00	\$202.81
Palmer, John	Invoice	2/1/2022	9294	3/3/2022	6	\$0.00	\$202.81	\$0.00	\$0.00	\$0.00	\$202.81
Parthe, Lance						\$0.00	\$514.70	\$257.35	\$0.00	\$250.35	\$1,022.40
Paulson, Jason	Invoice	1/24/2022	9223	2/23/2022	14	\$0.00	\$102.00	\$0.00	\$0.00	\$0.00	\$102.00
Payne, Robert	Invoice	2/1/2022	9278	3/3/2022	6	\$0.00	\$257.35	\$0.00	\$0.00	\$0.00	\$257.35
QMS, INC.						\$0.00	\$450.83	\$288.16	\$15.60	\$19.92	\$774.51
Rathbun, David	Invoice	2/1/2022	9286	3/3/2022	6	\$0.00	\$199.35	\$0.00	\$0.00	\$0.00	\$199.35
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	903	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
RS&H	Invoice	2/1/2022	9276	3/3/2022	6	\$0.00	\$2,177.05	\$0.00	\$0.00	\$0.00	\$2,177.05
Safstrom Jon	Payment	2/1/2022	8194	2/1/2022	6	\$0.00	(\$306.00)	\$0.00	\$0.00	\$0.00	(\$306.00)
Security Jewelers	Invoice	2/1/2022	9277	3/3/2022	6	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
Shelter Dog Inc.						\$0.00	(\$617.00)	\$0.00	\$0.00	\$41.50	(\$575.50)

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	1/8/2022 - 2/6/2022 (30) Open Balance	12/9/2021 - 1/7/2022 (60) Open Balance	11/9/2021 - 12/8/2021 (90) Open Balance	BEFORE 11/9/2021 (>90) Open Balance	TOTAL Open Balance
Snihurowych, Mark	Payment	12/7/2021	7975	12/7/2021	62	\$0.00	\$0.00	\$0.00	(\$153.00)	\$0.00	(\$153.00)
Stevens, Mike	Invoice	2/1/2022	9289	3/3/2022	6	\$0.00	\$199.35	\$0.00	\$0.00	\$0.00	\$199.35
Sun Country, Inc. dba Sun Country Airlines						\$0.00	\$120.00	\$160.00	\$0.00	\$0.00	\$280.00
Sundquist, Margie						\$0.00	\$153.00	\$0.00	\$0.00	\$153.00	\$306.00
Sydow Dan						\$0.00	\$514.70	\$0.00	\$0.00	\$250.17	\$764.87
The Landline Company						\$0.00	\$6,619.14	\$5,300.14	\$0.00	\$0.00	\$11,919.28
Transportation Security Administration	Invoice	1/14/2022	9161	2/13/2022	24	\$0.00	\$9,264.67	\$0.00	\$0.00	\$0.00	\$9,264.67
unifi	Invoice	1/24/2022	9204	2/23/2022	14	\$0.00	\$4,224.00	\$0.00	\$0.00	\$0.00	\$4,224.00
Weeks, Christopher G	Invoice	1/24/2022	9227	2/23/2022	14	\$0.00	\$12.00	\$0.00	\$0.00	\$0.00	\$12.00
Wicklein, John						\$0.00	\$306.00	\$0.00	\$0.00	\$0.00	\$306.00
Williams, Ron	Invoice	2/1/2022	9290	3/3/2022	6	\$0.00	\$199.35	\$0.00	\$0.00	\$0.00	\$199.35
Total						\$0.00	\$308,014.27	\$295,822.15	(\$2,849.45)	\$125,097.70	\$726,084.67

DULUTH AIRLINE STATISTICS ALL SCHEDULED AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2021/2022 PASS. INCREASE/DECREASE			
	2020	2021	2022	2020	2021	2022	2020	2021	2022	ORIG	% DIFF	TOTAL	% DIFF
JAN	12,946	5,183	9,558	11,437	4,677	8,809	24,383	9,860	18,367	4,375	84.41	8,507	86.28
FEB	12,774	5,182	-	12,337	5,041	-	25,111	10,223	-				
MAR	7,703	7,169	-	8,842	6,544	-	16,545	13,713	-				
APR	577	6,758	-	666	7,055	-	1,243	13,813	-				
MAY	849	9,519	-	638	10,262	-	1,487	19,781	-				
JUN	1,494	9,403	-	1,526	9,598	-	3,020	19,001	-				
JUL	3,121	11,778	-	3,327	11,791	-	6,448	23,569	-				
AUG	5,727	12,727	-	5,754	12,128	-	11,481	24,855	-				
SEP	5,664	11,820	-	5,666	11,207	-	11,330	23,027	-				
OCT	5,652	11,285	-	5,059	10,305	-	10,711	21,590	-				
NOV	4,418	9,070	-	4,349	8,965	-	8,767	18,035	-				
DEC	4,449	10,575	-	4,533	10,587	-	8,982	21,162	-				
TOTAL	65,374	110,469	9,558	64,134	108,160	8,809	129,508	218,629	18,367	4,375	84.41	8,507	86.28

TOTALS WITH CHARTER INCLUDED

Month	Enplanements			Deplanements			Total
	2019	2020	2022	2020	2021	2022	
JAN	9,876	13,252	9,735	11,743	4,677	8,986	18,721
FEB	8,663	12,950	-	12,513	5,073	-	-
MAR	12,818	7,703	-	8,842	6,579	-	-
APR	11,666	577	-	666	7,055	-	-
MAY	12,687	849	-	638	10,262	-	-
JUN	14,895	1,494	-	1,526	9,598	-	-
JUL	16,390	3,121	-	3,327	11,791	-	-
AUG	16,982	5,727	-	5,754	12,128	-	-
SEP	15,400	5,664	-	5,666	11,207	-	-
OCT	15,224	5,823	-	5,230	10,478	-	-
NOV	12,761	4,508	-	4,439	8,965	-	-
DEC	12,850	4,449	-	4,533	10,767	-	-
Total	160,212	66,117	9,735	64,877	108,580	8,986	18,721

DULUTH AIRLINE STATISTICS

DELTA AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2021/2022 PASS. INCREASE/DECREASE			
	2020	2021	2022	2020	2021	2022	2020	2021	2022	ORIG	%DIFF	TOTAL	%DIFF
JAN	6,698	3,814	5,461	6,026	3,629	4,845	12,724	7,443	10,306	1,647	43.18	2,863	38.47
FEB	6,401	3,916		6,244	3,890		12,645	7,806	-				
MAR	3,973	4,668		4,777	4,379		8,750	9,047	-				
APR	331	4,045		438	4,396		769	8,441	-				
MAY	374	7,106		377	7,573		751	14,679	-				
JUN	685	6,589		680	6,828		1,365	13,417	-				
JUL	2,122	6,788		2,277	6,823		4,399	13,611	-				
AUG	3,487	7,484		3,595	7,281		7,082	14,765	-				
SEP	3,941	7,608		3,908	7,159		7,849	14,767	-				
OCT	3,576	7,483		3,411	6,721		6,987	14,204	-				
NOV	3,000	7,746		2,985	7,613		5,985	15,359	-				
DEC	3,029	6,588		3,131	6,610		6,160	13,198	-				
TOTAL	37,617	73,835	5,461	37,849	72,902	4,845	75,466	146,737	10,306	1,647	43.18	2,863	38.47

2022 Month	Non Rev	Revenue	2022 Non Rev	Revenue	Total
JAN	141	5,320	157	4,688	10,306
FEB					-
MAR					-
APR					-
MAY					-
JUN					-
JUL					-
AUG					-
SEP					-
OCT					-
NOV					-
DEC					-
Total	141	5,320	157	4,688	10,306

DULUTH AIRLINE STATISTICS

UNITED AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2021/2022 PASS. INCREASE/DECREASE			
	2020	2021	2022	2020	2021	2022	2020	2021	2022	ORIG	%DIFF	TOTAL	%DIFF
JAN	4,031	1,369	2,234	3,300	1,048	2,079	7,331	2,417	4,313	865	63.18	1,896	78.44
FEB	3,850	1,266		3,678	1,151		7,528	2,417	-				
MAR	2,168	2,501		2,351	2,165		4,519	4,666	-				
APR	122	2,713		128	2,659		250	5,372	-				
MAY	475	2,413		261	2,689		736	5,102	-				
JUN	809	2,814		846	2,770		1,655	5,584	-				
JUL	999	4,990		1,050	4,968		2,049	9,958	-				
AUG	2,240	5,243		2,159	4,847		4,399	10,090	-				
SEP	1,723	4,212		1,758	4,048		3,481	8,260	-				
OCT	2,076	3,802		1,648	3,584		3,724	7,386	-				
NOV	1,418	1,324		1,364	1,352		2,782	2,676	-				
DEC	1,420	2,635		1,402	2,812		2,822	5,447	-				
TOTAL	21,331	35,282	2,234	19,945	34,093	2,079	41,276	69,375	4,313	865	63.18	1,896	78.44

Month	2022		2022		Total
	Non Rev	Revenue	Non Rev	Revenue	
JAN	56	2,178	57	2,022	4,313
FEB					
MAR					
APR					
MAY					
JUN					
JUL					
AUG					
SEP					
OCT					
NOV					
DEC					
Total	56	2,178	57	2,022	4,313

DULUTH AIRLINE STATISTICS SUN COUNTRY AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2021/2022 PASS. INCREASE/DECREASE			
	2020	2021	2022	2020	2021	2022	2020	2021	2022	ORIG	%DIFF	TOTAL	%DIFF
JAN			1,863			1,885		-	3,748	1,863	-	3,748	-
FEB								-	-				
MAR								-	-				
APR								-	-				
MAY													
JUN													
JUL													
AUG													
SEP													
OCT													
NOV													
DEC		1,352			1,165			2,517	-	(1,352)	-	(2,517)	-
TOTAL	-	1,352	1,863		1,165	1,885	-	2,517	3,748	511	-	1,231	-

Month	2022		2022		Total
	Non Rev	Revenue	Non Rev	Revenue	
JAN	3	1,860	20	1,865	3,748
FEB					
MAR					
APR					
MAY					-
JUN					-
JUL					-
AUG					-
SEP					-
OCT					-
NOV					-
DEC	6	1,346	5	1,160	2,517
Total	9	3,206	25	3,025	6,265

DULUTH AIRLINE STATISTICS CHARTERS

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2021/2022 PASS. INCREASE/DECREASE			
	2020	2021	2022	2020	2021	2022	2020	2021	2022	ORIG	% DIFF	TOTAL	% DIFF
JAN	306	-	177	306	-	177	612	-	354	177	100.00	354	100.00
FEB	176	32	-	176	32	-	352	64	-				
MAR	-	35	-	-	35	-	-	70	-				
APR	-	-	-	-	-	-	-	-	-				
MAY	-			-			-	-	-				
JUN	-			-			-	-	-				
JUL							-	-	-				
AUG							-	-	-				
SEP	-			-			-	-	-				
OCT	171	213	-	171	173	-	342	386	-				
NOV	90	250	-	90			180	250	-				
DEC	-	-	-	-	180	-	-	180	-				
TOTAL	743	530	177	743	420	177	1,486	950	354	177	100.00	354	100.00

Month	2022						Total
	Endeavor	SUN CO.	JET BLUE	VISION	Hillwood	Allegiant	
JAN		354					354
FEB							-
MAR							-
APR							-
MAY							-
JUN							-
JUL							-
AUG							-
SEP							-
OCT							-
NOV							-
DEC							-
Total	-	354		-	-	-	354

DLH Cargo Stats

Mountain Air Cargo / Fed Ex			Bemidji Air UPS			Combined Total		Combined Total		Difference	
2022			2022			2022		2021		Increase/(Decrease)	
Month	Freight In	Freight Out	Month	Freight In	Freight Out	Freight In	Freight Out	Freight In	Freight Out	Freight In	Freight Out
January	91,277	38,751	January	33,489	22,036	124,766	60,787	117,686	63,453	7,080	(2,666)
February								104,107	60,026		
March								150,825	71,421		
April								165,012	84,519		
May								170,644	72,673		
June								167,254	82,290		
July								172,320	83,694		
August								159,230	82,627		
September								172,721	88,249		
October								154,556	94,143		
November								138,863	87,836		
December								173,710	74,203		
<u>91,277 38,751</u>			<u>33,489 22,036</u>			<u>124,766 60,787</u>		<u>1,846,928 945,134</u>		<u>7,080 (2,666)</u>	