



DULUTH AIRPORT AUTHORITY

NOTICE OF THE DULUTH AIRPORT AUTHORITY DECEMBER BOARD MEETING PURSUANT TO MINN. STAT. § 13D.02

NOTICE IS HEREBY GIVEN Duluth Airport Authority will hold its *regular* meeting on Tuesday, December 20th, at 8:00 a.m. in the Amatuzio Conference Room, Third Floor, in the Duluth International Airport Terminal Building, 4701 Grinden Drive, Duluth, MN 55811

A Portion of this Meeting Will Be Closed Pursuant to Minn. Stat. § 13D.05, Subd. 3(a) To Evaluate the Performance of the Executive Director

Members of the public may monitor the meeting by clicking below to access the meeting by Microsoft Teams: "Microsoft Teams Meeting" (information below).

DAA December Board Meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 239 185 077 47

Passcode: Smrvdg

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 646-680-9078,,30141335#](#) United States, New York City

Phone Conference ID: 301 413 35#

[Find a local number](#) | [Reset PIN](#)

The public may express their comments for consideration by the Duluth Airport Authority prior to the meeting by email or in writing to daa@duluthairport.com or to Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811.



DULUTH AIRPORT AUTHORITY

DULUTH AIRPORT AUTHORITY MEETING AGENDA DECEMBER 20, 2022

AMATUZIO CONFERENCE ROOM
DULUTH INTERNATIONAL AIRPORT

*A Portion of this Meeting Will Be Closed Pursuant to Minn. Stat. § 13D.05, Subd. 3(a) To
Evaluate the Performance of the Executive Director*

I. *EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

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

A. Approval of November 15, 2022 Meeting Minutes.

III. *DAA CASH DISBURSEMENTS

A. Operating Cash Disbursement Sheets #36, #37, 38 and #39 of 2022; Operating ACH Payment Registers #36, #37, 38 and #39 of 2022; Construction Fund Disbursement Sheet #11 of 2022.

IV. *CORRESPONDENCE

- A. E-Mail from Monaco Air Foundation with Summary of November 2022 Activities; December 1, 2022
- B. Link for Metropolitan Airports Commission (MAC) Minutes --
<https://metroairports.org/archived-commission-meetings>

V. OPPORTUNITY FOR PERSONS TO BE HEARD

VI. OLD BUSINESS

None

VII. NEW BUSINESS

- A. Resolution to Approve DLH and DYT 2023 Capital Improvement Plan
- B. Resolution to Approve the Hangar 1 Seasonal Space Lease at Sky Harbor between Duluth Airport Authority and Jauss Aviation.



- C. Resolution to Approve Work Order KACC 2022-02 between the Duluth Airport Authority and Kraus Anderson for the Construction Management of the Federal Inspection Services Facility Update
- D. Resolution to Approve Sky Harbor Master Plan
- E. Resolution to Approve Work Order 2022-23 between the Duluth Airport Authority and Short Elliot Hendrickson (SEH, Inc.) for the Environmental Assessment of the Future Air Traffic Control Tower.
- F. Resolution to Approve the 2023 – 2025 Collective Bargaining Agreement Between the Duluth Airport Authority and Local 66 AFSCME Minnesota Council 5.
- G. Resolution to Approve the Submission of Proposed Edits to Chapter 4 of Duluth City Code
- H. The Meeting Will Now Close to the Public Pursuant to Minn. Stat. 13D.05 Subd.3 (a) to Evaluate the Performance of Executive Director, Tom Werner. The Meeting Will Reopen to the Public at the Time Announced Upon Completion of the Evaluation. Members of the Public Will Need to Log Out or Be Removed During the Closed Meeting and Will Need to Log Back Into the Meeting When it Reopens to the Public.
- I. Regular Meeting Reopened to the Public Pursuant to Minnesota Statutes Chapter 13D.
- J. Summary of Year 2022 Performance Evaluation of Executive Director.
- K. Resolution Authorizing an Annual Salary Compensation and a One-Time Incentive Payment of _____ to Executive Director Thomas J. Werner Pursuant to Employment Contract.
- L. Resolution to Approve Executive Director's 2023 Work Plan.
- M. *October 2022 Financial Reports
- N. *December 2022 Accounts Receivable
- O. *November 2022 Airline Statistics

VIII. DIRECTOR'S 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 AIRPORT AUTHORITY

DATE: December 20, 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
 - ATCT Development Update
- Construction
 - 5 – Year Engineering and Planning Request for Qualification Solicitation
- Operations and Maintenance
 - Public Safety Presentation by Matt Snell
 - Parking Technology Installation Update
- Sky Harbor

BUSINESS/PROPERTY DEVELOPMENT

- Stebner Road Development Update
- Peer to Peer Car Rental Agreement Update

FINANCIAL UPDATE

- City Council Budget Presentation

MARKETING/COMMUNICATIONS

- Fort Myers Sun Country Marketing Update
- Duluth and St Louis County Days Booth

LEGISLATIVE UPDATE

- Air Traffic Control Tower Legislative Funding Request

PRESENTATIONS/TOURS/TRAVEL RECAP

- NSR



DULUTH AIRPORT AUTHORITY

OTHER

- NSR

Submitted by,

Tom Werner, C.M.
Executive Director

MINUTES OF THE MEETING

DATE: November 15th, 2022

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

DIRECTORS PRESENT: Kim Maki
Michael Henderson
Dan Markham
Jeff Anderson
Jason Crawford

OTHERS PRESENT: Tom Werner, Executive Director
Mark Papko, Director of Operations
Steve Hanke, Assistant City Attorney
Joelle Bodin, Director of Finance
Amanda McDonald, DAA
Krista Busse, DAA
Kaci Nowicki, SEH
Shawn McMahon, SHE
Mike Magni, Monaco Air

OTHERS PARTICIPATING VIA ELECTRONICS MEANS:

Don Monaco, Monaco Air
Matthew Stewart, SEH
Allison Andrashko, SEH
Paul Huston
Mark Schramek

President Maki called the DAA November board meeting to order at 8:00 a.m. She performed roll call – Dir. Henderson, Dir. Anderson, Dir. Markham, Dir. Crawford present; Dir. Elissa Hansen absent, Dir. O’Brien absent. Pres. Maki invited Mr. Tom Werner to update on the Executive Director’s review:

- Air Service: Mr. Werner presented the air service update noting total October passengers, seats, and advanced bookings; nationally, Thanksgiving bookings are down 7% compared to 2019, and a study found airfares increased 24% for October 2022, compared to October 2019. He also discussed that half of the nations qualified pilots face mandatory retirement within the next 15 years.
- Planning, Operations, and Maintenance:
 - Mr. Papko discussed that with the completion of the Master Plan the Airport was given clarity for generating the Capital Improvement Plan for both Duluth International Airport and Sky Harbor Airport. He continued by discussing figures and graphics for future CIP projects.

Dir. Anderson departed – 8:29AM

- Mr. Papko provided an update on the completion for both Taxiway A- Phase 2 and 4 along with the access road repair and pond excavation.
- Mr. Papko gave an update on the HUB parking systems equipment installation that began November 7th. The conversion from the current system to the new technology will take place over a 30 day period and is hoped to be in service starting early December.

Dir. Anderson logged on virtually – 8:39AM- non-voting participant

- Business/Property Development: Mr. Werner noted that following the Board Meeting the Airport is hosting the Cirrus Housing Summit. Leaders from surrounding communities will discuss the local housing market and the effect that is has on the relocation of new employees.
- Financial Update: Ms. Joelle Bodin, Director of Finance, reviewed the CBA negotiations and gave a summary of the changes that resulted from the meetings.
- Marketing/Communications: Mr. Werner noted that the marketing strategy for Fort Myers will resume in the following weeks as the route will continue to be offered for the 2022-23 season.
- Legislative: Mr. Werner briefed the board on the continued vacancy for the MNDot Director of Aeronautics position and the ongoing hiring process.
- Other: Mr. Werner noted the vacancy of the Director of Marketing and Communications position and the goal to have the position filled as soon as possible. Mr. Werner also welcomed the new Airport Executive Assistant, Krista Busse.

Pres. Maki thanked everyone for their reviews and entertained a motion to approve the previous meeting minutes. Dir. Henderson moved to approve the November 15th, 2022, meeting minutes and consent items. Dir. Crawford seconded. All ayes, motion carried.

CONSENT ITEMS

Operating Cash Disbursement Sheets #33, #34, and #35 of 2022; Operating ACH Payment Registers #33, #34, #35 of 2022; Construction Fund Disbursement Sheet #11 of 2022.

E-Mail from Monaco Air Foundation with Summary of October 2022 Activities; November 1, 2022

Link for Metropolitan Airports Commission (MAC) Minutes -- <https://metroairports.org/archived-commission-meetings>

OPPORTUNITY FOR PERSONS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Bodin reviewed the summary of changes and the resolution to approve the 2023 Rates and Charges Addendum for DLH. Dir. Markham motioned to approve, and Dir. Henderson seconded. All Ayes - Motion carried.

Ms. Bodin continued to overview the summary of changes for a resolution to approve the 2023 Rates and Charges Addendum for DYT. Dir. Crawford motioned to approve, and Dir. Markham seconded. All Ayes - Motion carried.

Ms. Bodin discussed the major takeaways for the 2023 budget and discussed a resolution to approve the Duluth Airport Authority 2023 Annual Budget. Dir. Henderson motioned to approve, and Dir. Markham seconded. All Ayes - Motion carried.

Mr. Papko and Mr. McMahon presented a resolution to Approve the FAA Reimbursable Agreement RA-004932 for Design of Taxiway Alpha's Phase 4 Reconstruction Project in the amount of \$82,728 at the Duluth International Airport. Dir. Crawford motioned to approve, and Dir. Henderson seconded. All Ayes - Motion carried.

Mr. Papko talked through a resolution to Approve Paul Bunyan Rural Telephone Cooperative Agreement for Services. Dir. Markham motioned to approve, and Dir. Henderson seconded. All Ayes - Motion carried.

Pres. Maki moved to adjourn the meeting; Dir. Markham motioned to approve; Dir. Crawford seconded. Motion carried Pres. Maki adjourned the November 15th DAA board meeting at 9:03 a.m.

Respectfully submitted,

Amanda McDonald
Recording Secretary

APPROVED: _____ DATE: _____

III. A. Cash Disbursements

**Duluth Airport Authority
DAA Operating Check Register #36-2022
November 10, 2022**

Document Number From 11592 to 11597

Document Number	Date	Transaction Type	Payee	Amount
11592	11/10/2022	BILLPMT	ADB SAFEGATE	\$7,711.68
11593	11/10/2022	BILLPMT	Chapinski, Daniel S	\$4,200.00
11594	11/10/2022	BILLPMT	Coons Aggregate Supply, LLC	\$1,865.24
11595	11/10/2022	BILLPMT	Cummins Inc.	\$2,514.29
11596	11/10/2022	BILLPMT	NAPA Auto Parts	\$265.84
11597	11/10/2022	BILLPMT	Sunbelt Rentals	\$2,477.38
			ACH Payment Return Oct 2022	-\$205.41
			ACH Payment Return Oct 2022	-\$170.00
Total				<u>\$18,659.02</u>



Airport Director

KJM
11/10/22
Airport Authority



City Treasury

Signature: Kimberly J. Maki
Kimberly J. Maki (Nov 10, 2022 09:55 CST)

Email: makik@stlouiscountymn.gov

Operating Check Register #36-2022

Final Audit Report

2022-11-10

Created:	2022-11-10
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcVNH7rN1M2Q5BkYVXKDb_mt7GEOfp4e

"Operating Check Register #36-2022" History



Document created by Kathy Leon (kleon@duluthairport.com)

2022-11-10 - 2:34:58 PM GMT- IP address: 205.149.151.193



Document emailed to makik@stlouiscountymn.gov for signature

2022-11-10 - 2:36:14 PM GMT



Email viewed by makik@stlouiscountymn.gov

2022-11-10 - 3:54:41 PM GMT- IP address: 207.171.103.126



Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki

2022-11-10 - 3:55:56 PM GMT- IP address: 207.171.103.126



Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)

Signature Date: 2022-11-10 - 3:55:58 PM GMT - Time Source: server- IP address: 207.171.103.126



Agreement completed.

2022-11-10 - 3:55:58 PM GMT



Adobe Acrobat Sign

**Duluth Airport Authority
DAA Operating Check Register #37-2022
November 10, 2022**

Document Number From 11598 to 11608

Document Number	Date	Transaction Type	Payee	Amount
11598	11/18/2022	BILLPMT	Century Link	\$144.00
11599	11/18/2022	BILLPMT	City Of Duluth Comfort Systems	\$17,045.57
11600	11/18/2022	RFND	Dahlstrom, Heidi	\$51.00
11601	11/18/2022	BILLPMT	Denny's Lawn And Garden	\$19.90
11602	11/18/2022	BILLPMT	Duluth Area Chamber Of Commerce	\$4,000.00
11603	11/18/2022	BILLPMT	iFIDS.com Inc.	\$125.00
11604	11/18/2022	BILLPMT	NAPA Auto Parts	\$40.95
11605	11/18/2022	BILLPMT	Orrey, John	\$91.76
11606	11/18/2022	BILLPMT	Schindler Elevator Corp	\$1,350.08
11607	11/18/2022	BILLPMT	Spectrum Business	\$165.36
11608	11/18/2022	BILLPMT	Taylor, Dan	\$60.00
Total				\$23,093.62


Airport Director

Kimberly J. Maki
Airport Authority


City Treasury

Signature: 

Email: makik@stlouiscountymn.gov







Operating Check Register #37-2022

Final Audit Report

2022-11-18

Created:	2022-11-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFG2t2u5umuEr3OsLaozOZ_2RqYzBC6XC


"Operating Check Register #37-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-11-18 - 7:57:49 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-11-18 - 7:58:15 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-11-18 - 8:15:57 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-11-18 - 8:16:31 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-11-18 - 8:16:33 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-11-18 - 8:16:33 PM GMT

Duluth Airport Authority
DAA Operating Check Register #38-2022
December 2, 2022

Document Number From 11615 to 11631

Document Number	Date	Transaction Type	Payee	Amount
11615	12/2/2022	BILLPMT	AT&T Mobility	\$323.02
11616	12/2/2022	CHK	Citi Cards	\$4,412.00
11617	12/2/2022	BILLPMT	Curtis Oil & Propane	\$60.00
11618	12/2/2022	BILLPMT	Duluth Lawn & Sport	\$570.50
11619	12/2/2022	BILLPMT	Federal Express Corporation	\$27.55
11620	12/2/2022	BILLPMT	Kayser, Jana M	\$189.99
11621	12/2/2022	BILLPMT	Linde Gas & Equipment Inc.	\$64.80
11622	12/2/2022	BILLPMT	Minnesota Petroleum Service	\$4,694.25
11623	12/2/2022	BILLPMT	NAPA Auto Parts	\$395.05
11624	12/2/2022	BILLPMT	Nextera Communications	\$1,253.69
11625	12/2/2022	BILLPMT	Pro Tire	\$1,349.00
11626	12/2/2022	BILLPMT	Pro Tire	\$10.00
11627	12/2/2022	BILLPMT	Quadient Leasing USA, Inc.	\$265.86
11628	12/2/2022	BILLPMT	Syntech	\$73.00
11629	12/2/2022	BILLPMT	Trueman Welters	\$944.90
11630	12/2/2022	BILLPMT	United Truck Body Company, Inc.	\$1,312.88
11631	12/2/2022	CHK	WF Bus Payment Processing - Tom	\$2,475.46
			Total	\$18,421.95



 Airport Director

Kimberly J. Maki

 Airport Authority



 City Treasury

Signature: 

Email: makik@stlouiscountymn.gov






Operating Check Register #38-2022

Final Audit Report

2022-12-05

Created:	2022-12-02
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPItqP_mJ92DS1aF4nZZB6tUCfgFpsygR

"Operating Check Register #38-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-12-02 - 7:41:36 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-12-02 - 7:41:51 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-12-05 - 3:42:11 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-12-05 - 3:42:32 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-12-05 - 3:42:34 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-12-05 - 3:42:34 PM GMT



Adobe Acrobat Sign

Duluth Airport Authority
DAA Operating Check Register #39-2022
December 8, 2022

Document Number From 11632 to 11644

Document Number	Date	Transaction Type	Payee	Amount
11632	12/8/2022	BILLPMT	AAAE Great Lakes Chapter	\$560.00
11633	12/8/2022	BILLPMT	Apex	\$1,250.00
11634	12/8/2022	BILLPMT	Border States	\$72.39
11635	12/8/2022	BILLPMT	City Of Duluth Comfort Systems	\$1,000.88
11636	12/8/2022	BILLPMT	Federal Express Corporation	\$56.75
11637	12/8/2022	BILLPMT	Minnesota Power	\$37,622.91
11638	12/8/2022	BILLPMT	MN Dept of Labor and Industry	\$700.00
11639	12/8/2022	BILLPMT	NAPA Auto Parts	\$239.58
11640	12/8/2022	BILLPMT	NorthStar Ford	\$326.36
11641	12/8/2022	BILLPMT	Office Enterprises Incorporated	\$32.90
11642	12/8/2022	BILLPMT	Taylor, Dan	\$60.00
11643	12/8/2022	BILLPMT	Trueman Welters	\$4,925.00
11644	12/8/2022	BILLPMT	United States Postal Service	\$300.00
			Void Check #11529	-\$560.00
			Void Check #11608	-\$60.00
Total				<u>\$46,526.77</u>


Airport Director

Kimberly Maki
Airport Authority


City Treasury

Signature: 

Email: makik@stlouiscountymn.gov





Operating Check Register #39-2022

Final Audit Report

2022-12-09

Created:	2022-12-08
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGRW8fUcZlelqda5fuREfHd85C5Lbfkz6

"Operating Check Register #39-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-12-08 - 8:19:13 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-12-08 - 8:19:41 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-12-09 - 3:08:04 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-12-09 - 3:08:41 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-12-09 - 3:08:43 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-12-09 - 3:08:43 PM GMT

Duluth Airport Authority
DAA Operating ACH Payment Register #36-2022
November 10, 2022

Confirmation #3130308

Document Number	Date	Transaction Type	Payee	Amount
00000051/1	11/10/2022	BILLPMT	Best Oil Company	\$7,974.36
00000051/10	11/10/2022	BILLPMT	Menards - Hermantown	\$51.73
00000051/11	11/10/2022	BILLPMT	Menards - Hermantown	\$13.96
00000051/12	11/10/2022	BILLPMT	Menards - Hermantown	\$39.89
00000051/13	11/10/2022	BILLPMT	Menards - Superior	\$27.92
00000051/14	11/10/2022	BILLPMT	Menards - West Duluth	\$213.72
00000051/15	11/10/2022	BILLPMT	Waste Management of WI-MN	\$101.78
00000051/16	11/10/2022	BILLPMT	Waste Management of WI-MN	\$248.08
00000051/17	11/10/2022	BILLPMT	Waste Management of WI-MN	\$247.86
00000051/18	11/10/2022	BILLPMT	Waste Management of WI-MN	\$1,849.64
00000051/2	11/10/2022	BILLPMT	Bodin, Joelle N	\$205.41
00000051/3	11/10/2022	BILLPMT	Bodin, Joelle N	\$170.00
00000051/4	11/10/2022	BILLPMT	Citon	\$6,695.00
00000051/5	11/10/2022	BILLPMT	Citon	\$682.19
00000051/6	11/10/2022	BILLPMT	Citon	\$607.70
00000051/7	11/10/2022	BILLPMT	General Security Services Corporation	\$20,292.37
00000051/8	11/10/2022	BILLPMT	General Security Services Corporation	\$1,302.00
00000051/9	11/10/2022	BILLPMT	Innovational Water Solutions, Inc.	\$148.00
Total				\$40,871.61


Airport Director

KJM
Airport Authority


City Treasury

Signature: Kimberly J. Maki
Kimberly J. Maki (Nov 10, 2022 09:56 CST)

Email: makik@stlouiscountymn.gov







Operating ACH Payment Register #36-2022

Final Audit Report

2022-11-10

Created:	2022-11-10
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Vj8_z8UGL2y0H4xPNnAs6x0hdFsz9_O

"Operating ACH Payment Register #36-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-11-10 - 2:33:25 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-11-10 - 2:34:20 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-11-10 - 3:56:09 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-11-10 - 3:56:41 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-11-10 - 3:56:43 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-11-10 - 3:56:43 PM GMT



Adobe Acrobat Sign

Duluth Airport Authority
DAA Operating ACH Payment Register #37-2022
November 18, 2022

Confirmation #3210321

Document Number	Date	Transaction Type	Payee	Amount
00000052/1	11/18/2022	BILLPMT	Batteries Plus	\$935.96
00000052/10	11/18/2022	BILLPMT	Sinnott, Paul	\$60.00
00000052/11	11/18/2022	BILLPMT	Snell, Matthew J	\$60.00
00000052/12	11/18/2022	BILLPMT	Swim Creative	\$12,606.65
00000052/13	11/18/2022	BILLPMT	Timm, Kenneth	\$60.00
00000052/14	11/18/2022	BILLPMT	Welch, Ryan	\$60.00
00000052/15	11/18/2022	BILLPMT	Werner, Thomas	\$60.00
00000052/2	11/18/2022	BILLPMT	Bodin, Joelle	\$60.00
00000052/3	11/18/2022	BILLPMT	Como Lube & Supplies	\$0.90
00000052/4	11/18/2022	BILLPMT	Durfee, Tristan	\$1,820.32
00000052/5	11/18/2022	BILLPMT	Graves, John	\$60.00
00000052/6	11/18/2022	BILLPMT	Kayser, Jana	\$60.00
00000052/7	11/18/2022	BILLPMT	Leon, Kathy	\$60.00
00000052/8	11/18/2022	BILLPMT	Menards - Hermantown	\$202.95
00000052/9	11/18/2022	BILLPMT	Papko, Mark	\$60.00
			Total	\$16,166.78



Airport Director

Kimberly J. Maki
Kimberly J. Maki (Nov 18, 2022 14:17 CST)

Airport Authority



City Treasury

Operating ACH Payment Register #37-2022

Final Audit Report

2022-11-18

Created:	2022-11-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh3a4o2hds5zaBVbelqdy7nzDlerMRQCI

"Operating ACH Payment Register #37-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-11-18 - 7:58:40 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-11-18 - 7:58:55 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-11-18 - 8:16:44 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-11-18 - 8:17:09 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-11-18 - 8:17:11 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-11-18 - 8:17:11 PM GMT

Duluth Airport Authority
DAA Operating ACH Payment Register #38-2022
December 2, 2022

Confirmation #3350344

Document Number	Date	Transaction Type	Payee	Amount
00000053/1	12/2/2022	BILLPMT	Arrowhead Tap House	\$10.19
00000053/10	12/2/2022	BILLPMT	Grainger, Inc.	\$151.64
00000053/11	12/2/2022	BILLPMT	Guardian Pest Solutions	\$74.50
00000053/12	12/2/2022	BILLPMT	Guardian Pest Solutions	\$51.51
00000053/13	12/2/2022	BILLPMT	Guardian Pest Solutions	\$75.77
00000053/14	12/2/2022	BILLPMT	Jamar Company	\$7,675.00
00000053/15	12/2/2022	BILLPMT	Kleen-Tech	\$20,909.00
00000053/16	12/2/2022	BILLPMT	MacQueen Equipment, Inc.	\$1,213.80
00000053/17	12/2/2022	BILLPMT	Menards - Hermantown	\$127.79
00000053/18	12/2/2022	BILLPMT	Menards - Hermantown	\$216.71
00000053/19	12/2/2022	BILLPMT	Menards - Hermantown	\$31.98
00000053/2	12/2/2022	BILLPMT	Arrowhead Tap House	\$68.00
00000053/20	12/2/2022	BILLPMT	Menards - Hermantown	\$32.16
00000053/21	12/2/2022	BILLPMT	Menards - West Duluth	\$23.80
00000053/22	12/2/2022	BILLPMT	Metro Sales, Inc.	\$286.30
00000053/23	12/2/2022	BILLPMT	Metro Sales, Inc.	\$313.40
00000053/24	12/2/2022	BILLPMT	Parsons Electric	\$9,439.10
00000053/25	12/2/2022	BILLPMT	Peterson Excavating & Landscaping	\$3,800.00
00000053/26	12/2/2022	BILLPMT	Peterson Excavating & Landscaping	\$31,666.70
00000053/27	12/2/2022	BILLPMT	Shel/Don Group Inc.	\$50.15
00000053/28	12/2/2022	BILLPMT	Sinnott, Paul	\$62.20
00000053/29	12/2/2022	BILLPMT	Twin Ports Paper Supply, Inc	\$619.24
00000053/3	12/2/2022	BILLPMT	Century Link	\$144.00
00000053/30	12/2/2022	BILLPMT	Ulland Brothers, Inc	\$44,600.00
00000053/31	12/2/2022	BILLPMT	Welch, Ryan	\$250.00
00000053/4	12/2/2022	BILLPMT	Citon	\$224.00
00000053/5	12/2/2022	BILLPMT	Citon	\$662.24
00000053/6	12/2/2022	BILLPMT	Citon	\$239.99
00000053/7	12/2/2022	BILLPMT	Evans, Nathan	\$30.01
00000053/8	12/2/2022	BILLPMT	Fellersen, Michael	\$250.00
00000053/9	12/2/2022	BILLPMT	Grainger, Inc.	\$923.40
Total				\$124,222.58



Airport Director

Kimberly J. Maki

Airport Authority



City Treasury

Signature: 

Email: makik@stlouiscountymn.gov







Operating ACH Payment Register #38-2022

Final Audit Report

2022-12-02

Created:	2022-12-02
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiGQVX4_FDvRtOuL0SX_NgmoOf4T43uVm

"Operating ACH Payment Register #38-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-12-02 - 4:16:20 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-12-02 - 4:16:39 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-12-02 - 7:30:45 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-12-02 - 7:31:31 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-12-02 - 7:31:33 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-12-02 - 7:31:33 PM GMT

Duluth Airport Authority
DAA Operating ACH Payment Register #39-2022
December 9, 2022

Confirmation #3420233

Document Number	Date	Transaction Type	Payee	Amount
00000054/1	12/9/2022	BILLPMT	Aramark	\$250.05
00000054/10	12/9/2022	BILLPMT	Landrum and Brown, Incorporated	\$3,045.16
00000054/11	12/9/2022	BILLPMT	Leon, Kathy	\$11.97
00000054/12	12/9/2022	BILLPMT	MacQueen Equipment, Inc.	\$7,992.30
00000054/13	12/9/2022	BILLPMT	Menards - Hermantown	\$461.50
00000054/14	12/9/2022	BILLPMT	Mobile Radio Engineering, Inc.	\$941.34
00000054/15	12/9/2022	BILLPMT	Northern States Supply, Inc.	\$71.05
00000054/16	12/9/2022	BILLPMT	Oakwells CR LLC	\$667.57
00000054/17	12/9/2022	BILLPMT	OSI Environmental, Inc.	\$3,950.00
00000054/18	12/9/2022	BILLPMT	Paul Bunyan Communications	\$1,160.00
00000054/19	12/9/2022	BILLPMT	Waste Management of WI-MN	\$2,260.66
00000054/2	12/9/2022	BILLPMT	Batteries Plus	\$53.98
00000054/20	12/9/2022	BILLPMT	Ziegler, Inc.	\$54.74
00000054/3	12/9/2022	BILLPMT	Blueglobes LLC	\$1,989.60
00000054/4	12/9/2022	BILLPMT	Border States	\$19,116.09
00000054/5	12/9/2022	BILLPMT	Citon	\$10,628.68
00000054/6	12/9/2022	BILLPMT	Doorco Inc.	\$350.00
00000054/7	12/9/2022	BILLPMT	General Security Services Corporation	\$26,487.36
00000054/8	12/9/2022	BILLPMT	Inter City Oil (ICO)	\$28,680.29
00000054/9	12/9/2022	BILLPMT	Jamar Company	\$21,887.00
			Total	\$130,059.34



 Airport Director

Kimberly J. Maki

 Airport Authority



 City Treasury

Signature: 

Email: makik@stlouiscountymn.gov



Operating ACH Payment Register #39-2022

Final Audit Report

2022-12-09

Created:	2022-12-08
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAYLYI06wL9dDCPlIKncrTwC6Ka5bZrjz

"Operating ACH Payment Register #39-2022" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2022-12-08 - 8:20:39 PM GMT- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2022-12-08 - 8:21:17 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2022-12-09 - 3:08:56 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kimberly J. Maki
2022-12-09 - 3:09:20 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kimberly J. Maki (makik@stlouiscountymn.gov)
Signature Date: 2022-12-09 - 3:09:22 PM GMT - Time Source: server- IP address: 207.171.103.126
-  Agreement completed.
2022-12-09 - 3:09:22 PM GMT

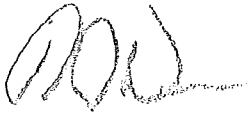


Adobe Acrobat Sign

Duluth Airport Authority
DAA Construction Check Register #12-2022
November 28, 2022

Document Number From 11609 To 11614

Document Num	Date	Transaction Type	Payee	Amount
11609	11/28/2022	BILLPMT	1 KGM Contractors	\$314,935.77
11610	11/28/2022	BILLPMT	1 Shafer Contracting Co., Inc.	\$501,569.13
11611	11/28/2022	BILLPMT	1 Short Elliott Hendrickson	\$242,705.00
11612	11/28/2022	BILLPMT	1 Short Elliott Hendrickson	\$1,550.40
11613	11/28/2022	BILLPMT	1 Short Elliott Hendrickson	\$134,250.00
11614	11/28/2022	BILLPMT	1 Swim Creative	\$5,131.00
Total				<u>\$1,200,141.30</u>



Airport Director

City Treasury

IV. A. Correspondence

From: Don Monaco <donm@monacoairduluth.com>
Sent: Thursday, December 1, 2022 8:34 AM
To: Tom Werner <twerner@duluthairport.com>; makik <makik@stlouiscountymn.gov>
Cc: 'Bill King (skykingpilot@gmail.com)' <skykingpilot@gmail.com>; 'Dave Gaddie (dgaddie@bell.bank)' <dgaddie@bell.bank>; ehansen <ehansen@northspan.org>; 'Greg Fox (gregandsheilafox@hotmail.com)' <gregandsheilafox@hotmail.com>; Michael A. Magni <mikem@monacoairduluth.com>; 'Pat Mullen (runtrailfree@gmail.com)' <runtrailfree@gmail.com>; 'Richard Stewart (RStewart@uwsuper.edu)' <RStewart@uwsuper.edu>; 'Steve Overom (soverom@overomlaw.com)' <soverom@overomlaw.com>
Subject: November, 2022 Monaco Air Foundation Report

Tom and Kim,

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

Summary of November, 2022 Activities

Airport Tour Program: The Foundation offers Duluth International Airport tours to groups of high school students and to other groups upon request. We are receiving requests for airport tours which are being scheduled.

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

VII. A.

Resolution Approving the 2023 Capital Improvement Plan for the Duluth International Airport (DLH) and the Sky Harbor Airport (DYT)

WHEREAS, Duluth Airport Authority (DAA) staff coordinated a Capital Improvement Plan (CIP) for Federal Fiscal Year 2023 (October 1, 2022 – September 30, 2023), and State Fiscal Year's 2023-2024 (July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024) with Federal Aviation Administration (FAA) and Minnesota Department of Transportation Aeronautics Division (MnDOT) staff;

RESOLVED, that DAA approves the 2023 Capital Improvement Plan for Duluth International Airport and Sky Harbor Airport as described and calculated in the Excel document attached hereto and incorporated by reference as Exhibit A; and

FURTHER RESOLVED, that DAA staff are authorized to execute agreements and make payments consistent with the 2023 Capital Improvement Plan for Duluth International Airport and Sky Harbor Airport as described and calculated in the Excel document attached hereto and incorporated by reference as Exhibit A.

STATEMENT OF PURPOSE: This is an overview of projects and equipment that Duluth International and Sky Harbor will seek federal and state assistance through various Federal and/or state funding sources. The 2023 Capital Improvement Plan (CIP) was coordinated with the FAA and MnDOT Aeronautics development staff. The projects identified in the CIP with impending grant action, and listed below, are included in Federal Fiscal Year 2023 (October 1, 2022 – September 30, 2023), and State Fiscal Year's 2023-2024 (July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024)

The major proposed projects for Duluth International include: (full list found in exhibit A)

- Taxiway A Reconstruction
 - Phase 3 – Design, Construction Administration, and Construction
 - Phase 5 - Design
- Taxiway C North Rehabilitation
- Ranch Hangar Construction
- Snow Removal Equipment (SRE) Acquisition (Multi-Purpose and Loader)

The major proposed projects for Sky Harbor include: (full list found in exhibit A)

- Snow Removal Equipment Building Construction
- GA Terminal Building Design, Construction, and Construction Administration

DLH

Table 7-11 Duluth International Airport (DLH)																
CIP 2021-2040																
FEDERAL OR STATE FISCAL YEAR (FFY/SFY)	Future Development	Project Type	Cost	Funding Rates			FAA Funding	AIP Funding (Entitlement and Descretionary)	AIG Funding (Allotment)	AIG Funding (Terminal)	State Funding	MCCA Funding	PFC Funding	CARES/ CRSSA/ ARP	DAA Reserves	
				FAA	MnDOT	Local										
CALENDAR YEAR 2023																
PLANNING AND ENVIRONMENTAL																
CY2023	ATCT - Design	Environmental	\$ 1,000,000.00	95%	0%	5%	\$ 950,000.00	\$ -	\$ -	\$ 950,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	
AIRSIDE ENGINEERING AND CONSTRUCTION																
FFY 2023	Taxiway A (Phase 3) - Construction/Construction Administration (including Taxiway C south of C3 Design)	Engineering/Const	\$ 10,950,000.00	PR	PR	PR	\$ 9,310,000.00	\$ 9,310,000.00	\$ -	\$ -	\$ 345,000.00	\$ 950,000.00	\$ 220,000.00	\$ -	\$ 125,000.00	
FFY2023	FAA Reimbursable - Phase 2+4	Construction/Eng	\$ 200,000.00	90%	5%	5%	\$ 180,000.00	\$ 180,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	
FFY2023	Taxiway A (Phase 5) - Design	Engineering	\$ 600,000.00	PR	PR	PR	\$ 460,000.00	\$ 460,000.00	\$ -	\$ -	\$ 45,000.00	\$ 50,000.00	\$ 45,000.00	\$ -	\$ -	
FFY 2023	Hangar 101 (Phase 2) - Slab and Foundation Removal	Construction/Eng	\$ 200,000.00	90%	0%	10%	\$ 180,000.00	\$ -	\$ 180,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
SFY 2024	Taxiway C North Rehabilitation - Mill and Overlay	Construction/Eng	\$ 500,000.00	0%	70%	30%	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	
FFY 2023	R/W 9 Localizer Relocation - Design and Construction	Engineering	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FFY 2023	Hangar Taxi Lane - Design (Between Monaco and the SRE)	Engineering	\$ 650,000.00	90%	0%	10%	\$ 585,000.00	\$ -	\$ 585,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00	
SFY 2024	Airside Pavement Maintenance	Maintenance	\$ 150,000.00	0%	70%	30%	\$ -	\$ -	\$ -	\$ -	\$ 105,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	
LANDSIDE ENGINEERING AND CONSTRUCTION																
CY 2023	Perimeter Road (RDPER-01) Preventative Maintenance (Crack Seal)	Construction	\$ 131,400.00	0%	0%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,400.00	\$ -	\$ -	
ARCHITECTURE AND BUILDINGS																
CY 2023	Jetbridge Maintenance	Construction	\$ 54,000.00	0%	0%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,000.00	\$ -	\$ -	
CY 2023	Hangar and Site Prep Design- Ranch Hangars (south of fuel system)	Engineering and Arch	\$ 60,000.00	90%	0%	10%	\$ 54,000.00	\$ -	\$ 54,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CY 2023	Ranch Hangar Construction (south of fuel system)	Construction	\$ 800,000.00	90%	0%	10%	\$ 720,000.00	\$ -	\$ 720,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	
CY2023	Hangar 104 Upgrades	Construction	\$ 700,000.00	90%	0%	10%	\$ 630,000.00	\$ -	\$ 630,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	
FFY 2023	Building (DHL, Hydrosolutions, Hermantown Hydraulics) Demolition - Design	Construction/Eng	\$ 100,000.00	90%	0%	10%	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	
FFY 2023	DHL Building Demolition	Construction/Eng	\$ 75,000.00	90%	0%	10%	\$ 67,500.00	\$ -	\$ 67,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	
FFY 2023	De-ice Pad and Tank - Movement Area Application	Construction/Eng	\$ 120,000.00	90%	0%	10%	\$ 108,000.00	\$ -	\$ 108,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	
FFY2023	Hangar 2 Demolition Design	Construction/Eng	\$ 100,000.00	90%	0%	10%	\$ 100,000.00		\$ 90,000.00							
EQUIPMENT																
FFY 2023	SRE Replacement - Loader (#28)	SRE	\$ 650,000.00	90%	5%	5%	\$ 585,000.00	\$ 585,000.00	\$ -	\$ -	\$ 32,500.00	\$ -	\$ 32,500.00	\$ -	\$ -	
FFY 2023	Multi-Purpose SRE (New)	SRE	\$ 1,120,000.00	90%	5%	5%	\$ 1,008,000.00	\$ 1,008,000.00	\$ -	\$ -	\$ 56,000.00	\$ -	\$ 56,000.00	\$ -	\$ -	
CY 2023	Dump Truck - Vehicle #24 (Terminal)	Vehicle	\$ -	0%	0%	100%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CY 2023	Pickup One Ton - Replace #5	Vehicle	\$ -	0%	0%	100%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CALENDAR YEAR TOTALS			\$ 18,160,400.00				\$ 15,027,500.00	\$ 11,543,000.00	\$ 2,524,500.00	\$ 950,000.00	\$ 933,500.00	\$ 1,000,000.00	\$ 765,900.00	\$ -	\$ 427,500.00	

2023 Sky Harbor (DYT) Capital Improvement Plan

State Fiscal Year	Federal Fiscal Year	Project	Project Funding Type	Estimated Total Cost (2022 Dollars)	Funding Rates			Local Funding	State Funding	FAA Funding	
					Local	State	FAA				
2023	2022	Annual Non-Primary Entitlement and BIL Allotment									
		Seaplane Ramp and Dock	State	\$80,000	30%	70%	0%	\$24,000	\$56,000	\$0	
		Southeast Apron Rehabilitation	AIP	\$460,533	PR	PR	PR	\$35,842	\$56,346	\$368,345	
		BIL Transfer from DLH - for SRE Building	BIL/AIG	\$600,000	0%	0%	100%	\$0	\$0	\$600,000	
		SRE Building - Design and Construction	BIL/AIG	\$800,000	PR	PR	PR	\$65,000	\$105,000	\$630,000	
		GA Terminal Building - Design and Construction	BIL/AIG	\$1,400,000	5%	0%	95%	\$70,000	\$0	\$1,330,000	
FFY 2022 Totals			\$3,340,533				\$194,842	\$217,346	\$2,928,345		
2024	2023	Annual Non-Primary Entitlement and BIL Allotment									
		Runway Relocation, Phase 5 - Mitigation Monitoring	AIP	\$50,000	5%	5%	90%	\$2,500	\$2,500	\$45,000	
		Entitlement Repayment - AUM	AIP	\$100,000	0%	0%	100%	\$0	\$0	\$100,000	
FFY 2023 Totals			\$150,000				\$2,500	\$2,500	\$145,000		

VII. B

Sky Harbor Airport Hangar 1 Seasonal Space Lease Agreement Jauss Aviation

Terms:

- Seasonally winter storage from October 1 to April 30 for a period of 2 years

Agreement Overview:

- Hangar agreement for single aircraft storage
- Community hangar space
- Rate is based on annually adopted rates and charges for Sky Harbor

**SKY HARBOR AIRPORT
HANGAR 1 SPACE LEASE AGREEMENT
*Jauss Aviation, Inc.***

PARTIES TO THIS AGREEMENT ARE the DULUTH AIRPORT AUTHORITY, an airport authority organized and existing under the Laws of Minnesota, 1969, Chapter 577, hereinafter referred to as "Authority", and Jauss Aviation, Inc., hereinafter referred to as "Lessee".

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Authority is the operator of the Duluth International Airport and the Sky Harbor Airport, located in the City of Duluth, State of Minnesota and is in the business of promoting and managing aviation activity at these airports; and
2. Lessee desires to lease space in Authority owned Hangar 1 at the Sky Harbor Airport.
3. The Authority desires to lease space in Authority owned Hangar 1 at Sky Harbor Airport.

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

**SECTION 1
DEFINITIONS**

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

- A. Airport: shall mean Sky Harbor Airport located in the City of Duluth, County of St. Louis, State of Minnesota.
- B. Consent or Approval of Authority and/or of Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document signed by him/her.
- C. Executive Director: shall refer to the Executive Director of the Authority or his/her designee.
- D. Leased Premises: shall refer to that portion of the Airport leased to Lessee for its exclusive use as further described in SECTION 2, Subparagraph A of this Agreement and Exhibit A attached hereto and incorporated herein.
- E. Leasehold Improvements: shall refer collectively to all items located on, within, and attached to the Leased Premises provided or purchased by Lessee or a previous lessee, including such items as buildings, structures, insulation, utilities, systems, ramps and taxiways.

**SECTION 2
LEASED PREMISES & USE OF FACILITIES**

- A. Leased Premises: Subject to the terms and conditions set forth herein, the Authority grants to Lessee use of indoor hangar rental space for a single engine Maule M-7-235 aircraft tail number N5659D (the "Aircraft") in Hangar 1 at the Sky Harbor Airport (the "Airport") as shown on the attached Exhibit A for the use and term set forth below, the precise location of which (the "Leased Premises") shall be designated in writing from time to time by the Authority's Executive Director or designee (the Executive Director). The area of the Leased Premises shall be approximately the outline of the Aircraft.

- B. Use of the Leased Premises: The Authority agrees to allow Lessee the use of the Leased Premises for the sole purpose of storage of a single engine aircraft. No other use of the Leased Premises shall be made other than as set forth above.
- C. No Warranty: The Authority makes no representation that the Leased Premises is suitable for specific uses, and Lessee accepts the Leased Premises in an "as is" condition without representations or warranties of any kind. The Authority shall not be obligated to make any alterations or improvements on or to the Leased Premises. Lessee understands and agrees that this is a minimally heated storage space.
- D. Facility Supervision: Authority agrees that at all times during the term of this Agreement, the Leased Premises will be properly supervised and overseen by an employee or agent of the Authority with sufficient empowerment and decision-making authority to act on behalf of Authority. The name and cell phone number of such employee or agent shall be provided to Lessee. Lessee shall provide Authority with a contact telephone number and/or e-mail address that will be answered at all times during the term of this Agreement.
- E. Smoking and Alcohol: Lessee shall not permit smoking or alcohol on the Leased Premises.
- F. Improvements: Lessee shall not make any alterations or improvements to the Leased Premises without the prior written consent of Executive Director.
- G. Maintenance: The Authority shall be responsible for performing or paying for maintenance to the structure of Hangar 1 during the term of this Agreement. Lessee agrees to exercise reasonable care in the use of the Leased Premises during the term of this Agreement. Lessee agrees to remove all equipment, and supplies used by Lessee at the Leased Premises upon the termination of this Agreement. Lessee agrees to pay upon demand any damage done to the Leased Premises during its use thereof.
- H. Authority Access: The Authority expressly reserves the right to the unlimited access to the Leased Premises for authorized personnel during the time that this Agreement is in force for the purpose of inspection, display or showing, and ensuring that the provisions of this Agreement are complied with by Lessee.

SECTION 3 TERM

Notwithstanding the date of execution of this Agreement by the parties, the Term of this Agreement shall be seasonal beginning on November 1, 2022 until April 30, 2023 and shall continue on a seasonal basis annually beginning November 1st extending to April 30th of each year until April 30, 2024.

During the Term, either party may terminate this Agreement without cause upon forty-five (45) days' written notice to the other party. In the event that the Term expires, and a new agreement has not been executed, at the sole discretion and upon the prior written consent of the Executive Director, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of fees. The written consent of the Executive Director may be withdrawn upon thirty (30) days' written notice to Lessee.

SECTION 4 RENT, TAXES, ASSESSMENTS, LICENSE FEES, AND UTILITIES

- A. Rent: As consideration to the Authority under this Agreement, beginning on the commencement date and in advance on the first day of each month thereafter during the term

of this Agreement, Lessee agrees to pay to the Authority rent in the amount of two hundred seventy five dollars (\$275.00) per month. In addition, October 1st through April 30th of each year, there will be a utility surcharge of twenty-five dollars (\$25.00) per month. The utility surcharge will be added to the monthly amount due during this period.

Beginning January 1, 2023, the rental rate will be established annually in accordance with the rates and charges schedule adopted annually by the Authority. Lessee will be advised of the proposed rate at least thirty (30) days prior to adoption by the Authority.

- B. Taxes, Assessments and License Fees: Lessee shall be liable for the payment of all real property and personal taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Agreement arising in any manner out of this Agreement, charged by any governmental agency and shall provide evidence of payment of any such taxes to Authority as such taxes shall become due. If Lessee shall fail or neglect to pay any of said taxes, assessments, license fees or other charges when the same become due, the Authority may pay the same, together with any cost or penalty which may be accrued thereon, and collect the entire amount so paid from Lessee, and Lessee hereby agrees to pay such entire amount due to the Authority upon demand therefor.

SECTION 5 INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Lessee or any of its officers, agents, servants, volunteers, contractors and employees as an officer, agent, servant, volunteer, contractor, representative or employee of the Authority for any purpose or in any manner whatsoever. Lessee's officers, agents, servants, volunteers, contractors and employees shall not be considered employees of the Authority, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants, volunteers, contractors and employees while engaged in performing any work under this Agreement, and any and all claims whatsoever on behalf of said officers, agents, servants, volunteers, contractors and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the Authority. Lessee's officers, agents, servants, volunteers, contractors and employees shall not be entitled to any compensation or right or benefits of any kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

SECTION 6 INDEMNITY, INSURANCE AND WAIVER OF CLAIMS

- A. Defense and Indemnity: Lessee shall indemnify, save, hold harmless, and defend Authority and the City of Duluth (the "City"), their officials, agents and employees, successors and assigns, individually or collectively, (1) from and against any and all claims including a claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property, and (2) from and against any fines in any way arising from or based upon the violation by Lessee, its agents, employees, successors and assigns of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated; all arising out of, resulting from, in conjunction with or incident to any act or omission of Lessee, its officials, agents or employees, successors or assigns, Operator's/Lessee's performance of obligations under this Agreement, or the use and/or occupancy of the Leased Premises or of the Airport by

Lessee, its officials, agents or employees, or successors or assigns, and on ten (10) days' written notice from the Authority, the Lessee shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage.

- B. Environmental Liability: In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Lessee shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency by Lessee, its officials, agents or employees, successors or assigns. Lessee shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Lessee, its officials, agents or employee, successors or assigns in its operations at the Airport; and Lessee specifically agrees that the obligations of Paragraph 12 above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.
- C. Survival: The provisions of this section shall survive the expiration, termination and early cancellation of this agreement.
- D. Insurance: Lessee shall carry and maintain in full force and effect during the term of this Agreement the minimum amounts of insurance set forth below. The Lessee shall carry workers' compensation insurance on all of its employees employed on the Airport. Lessee may request the Authority to approve alternative types of insurance providing at least equal protection. All such insurance shall be in at least the following amounts and shall be in a form acceptable to the Authority and approved by the City Attorney, shall name the Authority and the City of Duluth as additional insureds on each liability policy and shall provide for thirty (30) days' written notice to the Authority of any cancellation or modification thereof. Certificates of insurance evidencing the coverages below shall be delivered to the Authority prior to the execution of this Agreement. The Authority reserves the right and Lessee agrees to revisions upward or downward in the minimum insurance requirements hereinafter set forth. All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. All insurance policies required below shall be primary and shall not require contribution from any coverage maintained by the Authority and/or the City.
1. Commercial general liability insurance, including contractual, completed operations, premises and operations and products liability coverage in an amount of not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 property damage per occurrence and \$1,500,000 in aggregate.
 2. Owned, non-owned and hired vehicles in an amount not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 per occurrence.
 3. Aircraft Liability insurance from an admitted aviation insurance carrier in limits per each occurrence of not less than \$1,000,000 and Aircraft Passenger Liability insurance in limits of not less than \$100,000 for each passenger seat.
 4. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.

- E. Insurance Primary: All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.
- F. Insurance Not Limitation: It is understood that the specified amounts of insurance stated in this paragraph shall in no way limit the liability of Lessee under this Section.
- G. Disclaimer: Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, against damage. Authority does not have insurance coverage for Lessee's property and Authority expressly disclaims any and all liability for any and all losses, damage and/or claims to vehicles, aircraft and/or personal possessions of Lessee.
- H. Authority's Fire Insurance: Lessee covenants that it will not do or permit to be done any act which:
- will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereof; or
 - will increase the rate of fire insurance on the Airport or any part thereof or upon the contents of any building thereof; or
 - in the opinion of the Authority, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.
- If, by reason of Lessee's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, be higher than it otherwise would be, then the Lessee shall, upon demand, reimburse the Authority for that part of all fire insurance premiums paid or payable by the Authority which shall have been charged because of Lessee's failure to comply with this section.
- I. Waiver of Claims: Lessee waives all claims or causes of action against the Authority, its officers, agents or employees for any failure of the Authority to properly maintain, operate and manage the Airport at all times in a safe manner resulting from any reason or cause beyond the control of the Authority, including, but without the generality of the foregoing, war, strikes, riots, civil commotion and similar causes.

SECTION 7 AUTHORITY'S RIGHTS UPON DEFAULT

- A. Rights Upon Default: If at any time Lessee shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the Authority, and the Authority may:
- Immediately, or at any time thereafter without further notice to Lessee, re-enter into or upon the Leased Premises under this Agreement or any part thereof and take possession of the same fully and absolutely without such re-entry representing a forfeiture of the rentals, fees, and charges to be paid and of the covenants, terms and conditions to be performed by Lessee for the full term of this Agreement, and in the event of such re-entry, the Authority may proceed with the collection of rentals, fees, and charges to be paid under this Agreement or to recover properly measured damages.
 - Authority may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon said Leased Premises as of its former estate therein, and the Lessee covenants in case of such termination to indemnify the Authority against all loss of rentals, fees, and charges which the Authority has suffered

or paid by reason of such termination, during the remainder of the term of this Agreement.

3. The Authority shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.

B. Default Defined: "Default" shall be defined when any of the following circumstances exist:

1. If the Lessee has failed to pay rentals, fees, charges, or taxes when due hereunder and such failure to pay shall continue for fifteen (15) days.
2. Failure to provide and/or maintain the insurance coverages required herein.
3. Lessee shall permit any liens on the Leased Premises with the exception of assignments approved pursuant to the terms of this Agreement or liens contested in accordance with this Agreement.
4. If the Lessee fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for fifteen (15) days after Authority has given Lessee written notice, or the Lessee shall have failed to commence the corrective action of such failure within fifteen (15) days after such notice and to diligently prosecute the same where the same cannot be completed within fifteen (15) days.
5. If a petition to reorganize the Lessee or for its arrangement of its unsecured debts shall be filed.
6. If the Lessee shall be adjudicated bankrupt.
7. If a receiver or trustee of the Lessee's/Operator's property shall be appointed by any court.
8. If the Lessee shall make a general assignment for the benefit of creditors.
9. If all of the interest of the Lessee in its property shall be taken by garnishment, attachment, execution or other process of law.
10. If the Leased Premises shall be deserted or vacated.

SECTION 8 LESSEE'S TERMINATION RIGHTS

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

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises used and occupied by Lessee hereunder, or (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Lessee and which is necessary for its operations on the Airport.
- B. If Authority defaults in any of the terms, covenants or conditions under this Agreement and fails to cure the default or make substantial progress with regard thereto within ninety (90) days following receipt of written demand from Lessee to do so.
- C. If all or a material part of the Leased Premises used and occupied by Lessee hereunder is damaged or destroyed or all or a part of the Airport or Airport facilities which are necessary to the operation of Lessee's business are damaged or destroyed or the use thereof disrupted for causes beyond Lessee's control.
- D. If, by reason of any action of any governmental authority, Lessee is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.
- E. Permanent abandonment of Airport for scheduled airline service.

SECTION 9 SURRENDER OF POSSESSION

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

SECTION 10 LAWS, ORDINANCES, RULES, AND NON-DISCRIMINATION

- A. Laws, Ordinances and Rules: The Lessee agrees to observe and comply with all the laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth, and their respective agencies now in effect or hereinafter promulgated which are applicable to its business at the Airport including all laws relating to unlawful discrimination, and further agrees to observe and comply with all Airport rules and regulations in existence at the execution of this Agreement and which may, from time to time, be promulgated by the Authority governing conduct on and operations at the Airport and the use of its facilities, as administered by the Executive Director. Further, Lessee agrees to fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.
- B. Non-discrimination: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant with the land that:
 - a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; and
 - b. In the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - c. That the Lessee shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

SECTION 11 ASSIGNMENT AND SUBLEASE

Lessee shall not assign or sublease its interest under this Agreement or any part hereof without the prior written consent of the Executive Director.

SECTION 12 NOTICES

Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to the other party as follows:

To Authority: Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811
Attn: Executive Director

To Lessee: Jauss Aviation, Inc.
4326 Turner Rd
Duluth, MN 55803

SECTION 13 WAIVER OF BREACH

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

SECTION 14 PROVISION AGAINST LIENS

Lessee shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materials liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Lessee shall first notify the Authority of its intention to do so and post such security as the Authority reasonably deems necessary, Lessee may, in good faith, contest any such mechanics' or other liens filed or established as long as the Authority does not deem its interest or rights in this License Agreement to be subject to foreclosure by reason of such contest.

SECTION 15 LIMIT OF LIABILITY

The liability of the Authority and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statutes, Section 466 et. seq.

SECTION 16 SUBORDINATION

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

SECTION 17 MODIFICATION

Any of the terms of this Agreement may be changed upon the mutual consent of the Authority

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

SECTION 18 ENTIRE AGREEMENT

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

SECTION 19 COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have set their hands the day and date first above shown.

DATE: _____

DULUTH AIRPORT AUTHORITY

Jauss Aviation, Inc.

By _____
Its President

By _____

By _____
Its Secretary

Its _____

EXHIBIT A

Sky Harbor Airport Hangar 1



VII. C

Duluth Airport Authority Kraus-Anderson Construction Company Work Order KACC 2022-02

Terms:

- Estimated start date of January 02, 2023
- Estimated end date of May 31, 2023

Agreement Overview:

- Work Order 2022-02 is the second work order under the new Construction Management agreement with Kraus-Anderson.
- Work Order 2022-02 is for Pre-Construction Services only for the Federal Inspection Services (FIS) / Customs Border Protection (CBP) renovation.
- Pre-Construction Services for this project will be billed monthly on an hourly basis based on contracted rates not to exceed \$7,560.00.

Background:

- The project will consist of renovation of the existing, non-compliant, Federal Inspection Services (FIS) / Customs Border Protection (CBP) area located on the First and Second Floors of the Terminal at the Duluth International Airport.
- CBP is requiring the airport to evaluate FIS standards and develop plans and specifications through a comprehensive CBP plan review process to make improvements to meet these standards.
- The scope of Pre-Construction services includes but is not limited to construction scheduling, defining budget requirements, financial analysis, preliminary estimates, construction notices, review of design documents, construction recommendations, construction documents and project bidding documents.

EXHIBIT A
WORK ORDER KACC 2022-02
KACC PROJECT
Dated: December 12th, 2022

Pursuant to the Construction Management Agreement for Construction Projects at the Duluth International Airport dated August 1, 2022 between the Duluth Airport Authority (the Owner), and Kraus-Anderson® Construction Company (the Construction Manager), all of which terms and conditions are incorporated herein by reference, the Owner and Construction Manager hereby establish this Work Order for the Project to provide Pre-Construction Services only for the 2022 Federal Inspection Services (FIS) / Customs and Border Protection (CBP) Renovation project located at 4701 Grinden Drive, Duluth, MN 55811 as follows:

Project Location: Duluth International Airport, 4701 Grinden Drive, Duluth, MN 55811

Project Description: 2022 Federal Inspection Services (FIS) / Customs and Border Protection (CBP) Renovation

Owner Contact/Project Coordinator: Jana Kayser, Mark Papko

Construction Manager Project Manager: Max Vergeldt

Scope of Services: Provide Pre-Construction Services as described in Section 2 of the Agreement for the 2022 Federal Inspection Services (FIS) / Customs and Border Protection (CBP) Renovation, and as per the attached Exhibits A-1 and A-2 fee schedule dated December 12th, 2022.

Schedule: Services are to begin on January 2nd, 2023 and will be completed by May 31st, 2023.

Total Compensation: Pre-Construction Services for the 2022 Federal Inspection Services (FIS) / Customs and Border Protection (CBP) Renovation shall be billed monthly on an hourly basis at the rates stated in the attached Exhibit A-2, with a total fee not to exceed \$7,560.

Any additional Construction Management services required beyond the scope of work identified in this Work Order shall be approved in advance by the Duluth Airport Authority Executive Director.

DATE: **December 12th, 2022**

OWNER: Duluth Airport Authority

CONSTRUCTION MANAGER:
Kraus-Anderson® Construction Company

BY: _____

BY: _____

Its: _____

Its: _____

BY: _____

BY: _____

Its: _____

Its: _____

EXHIBIT A-1

Hourly Rates

The CM will perform various tasks for pre-construction and construction services as set forth in the Work Orders for specific Projects under the Agreement. The following hourly rates will apply for these services and are applicable through December 31, 2023. Rates will be updated annually on January 2 of each subsequent year of this Agreement.

Project Director	\$ 172 / HR
Senior Project Manager	\$ 150 / HR
Project Manager	\$ 135 / HR
Director of Preconstruction	\$ 150 / HR
Precon Mgr/Estimator	\$ 135 / HR
Assistant Estimator	\$ 95 / HR
Assistant PM	\$ 105 / HR
Project Engineer	\$ 97 / HR
Project Intern	\$ 53 / HR
Project Coordinator/Accounting	\$ 66 / HR
General Superintendent	\$ 142 / HR
Project/Field Superintendent	\$ 133 / HR
Safety Director	\$ 140 / HR
Safety Engineer	\$ 123 / HR
VDC/BIM	\$ 115 / HR
MEP Specialist	\$ 135 / HR
Computer/IT	\$ 88 / HR
Quality Director	\$ 160 / HR
Quality Manager	\$ 135 / HR

EXHIBIT A-2

KRAUS-ANDERSON CONSTRUCTION COMPANY											
SCOPE OF SERVICES BREAKDOWN											
Project:	2022 Federal Inspection Services (FIS) / Customs & Border Protection (CBP) Renovator										
Location:	Duluth, MN	Project Size		SF		Project Duration					
PM:	Max Vergeldt	New Construction		0		Phase	Months	Weeks	Hours		
Architect:	S.E.H	Remodel		12,925		Pre-Construction	5.0	22	866		
Date:	12-Dec-22	Total project		12,925		Construction	0.0	0.0	0		
Section	Cost Type	Description	Qty	Unit	Unit Cost	Material	Unit Cost	Labor	Unit Cost	Subs	Total
ADMINISTRATIVE/PROJECT MANAGEMENT											
	0%	Project Director	0.0	HRS		0		0	172	0	0
	0%	Sr. Proj Manager	12.0	HRS		0		0	150	1,800	1,800
	0%	Project Manager	0.0	HRS		0		0	135	0	0
	0%	Dir of Preconstruction	0.0	HRS		0		0	150	0	0
	0%	Precon Mgr/Estimator	24.0	HRS		0		0	135	3,240	3,240
	0%	Assistant Estimator	0.0	HRS		0		0	95	0	0
	0%	Assistant Project Manager	24.0	HRS		0		0	105	2,520	2,520
	0%	Project Engineer	0.0	HRS		0		0	97	0	0
	0%	Project Intern	0.0	HRS		0		0	53	0	0
	0%	Project Coordinator	0.0	HRS		0		0	66	0	0
	0%	General Superintendent	0.0	HRS		0		0	142	0	0
	0%	Project Superintendent	0.0	HRS		0		0	133	0	0
	0%	Safety Director	0.0	HRS		0		0	140	0	0
	0%	Safety Engineer	0.0	HRS		0		0	123	0	0
	0%	VDC/BIM	0.0	HRS		0		0	115	0	0
	0%	MEP Specialist	0.0	HRS		0		0	135	0	0
	0%	Computer/IT	0.0	HRS		0		0	88	0	0
	0%	Quality Director	0.0	HRS		0		0	160	0	0
	0%	Quality Manager	0.0	HRS		0		0	135	0	0
		Total General Conditions				0		0		7,560	7,560

EXHIBIT A-2 DETAIL

PRECONSTRUCTION PHASE SERVICE ESTIMATES

2022 Federal Inspection Services (FIS) / Customs and Border Protection (CBP) Renovation
Duluth International Airport

Task No.	Task Description	Hours/Admin		
		Senior Project Manager	Precon Mgr/Estimator	Assistant Project Manager
2.B.a.	Program review and consensus	1	1	
2.B.b.	Preliminary program evaluation	1	1	
2.B.c.	Determine delivery method			
2.B.d.	Conceptual estimate	0.5	3	3
2.B.e.	Coordinate with engineer and stakeholders	2		
2.B.f.	Review and advise during design development	1	1	1
2.B.g.	Create preliminary schedule	0.5	1	1
2.B.h.	Design development estimate	0.5	3	3
2.B.i.	Constructability review	0.5	1	1
2.B.j.	Recommend temporary facilities			1
2.B.k.	Recommend safety program responsibilities			1
2.B.l.	Advise contractor work scopes and bid packages	0.5	4	4
2.B.m.	Phased construction schedule	0.5	1	1
2.B.n.	Long-lead procurement coordination			1
2.B.o.	Advise on 3rd party professional services			
2.B.p.	Identify labor requirements and advise			
2.B.q.	Review and advise EEO program requirements			
2.B.r.	Construction document estimate and schedule	1	3	3
2.B.s.	Submit list of bidders		1	
2.B.t.	Contractor pre-bid requirements		1	
2.B.u.	Receive and analyze bids; recommend awards	2	3	3
2.B.v.	Advise on subcontractors and suppliers	1		
2.B.w.	Facilitate permits and AHJ requirements			1
	Total Preconstruction Phase Hours	12	24	24



MEMORANDUM

TO: Duluth Airport Authority Board Members

FROM: Kaci Nowicki, Sr. Airport Planner

DATE: December 1, 2022

RE: Sky Harbor Building Area Master Plan Executive Summary
SEH No. DULAI 156533 14.00

The July 2022 Duluth Airport Authority (DAA) Board Meeting included a presentation on the final recommendations and alternatives that were developed as part of the Sky Harbor (DYT) Building Area Master Plan. This memo provides a summary of the Master Plan prior to the DAA Board consideration for approval.

The scope of the Master Plan study was to identify needed facility improvements of the Terminal Building, aviation support facilities, hangar development and seaplane base facilities to support the forecasted growth over the next 20 years. While the existing runway and taxiway system was documented as part of this planning study, the focus of the study was the building area. Following the runway relocation project completed in 2019, the runway and taxiway system at Sky Harbor meet the existing and future needs of airport users.

Several goals were established at the very beginning of the Master Plan, these goals are listed below.

- Increase visibility and value to the hometown and flying communities
- Capitalize on Sky Harbor Airport's uniqueness
- Double down on strengths
- Minimize weaknesses
- Maximize revenue potential
- Consider recommendations for financial feasibility
- Maintain the critical balance between sensitive and natural environments around the Airport

PUBLIC INVOLVEMENT PLAN

A Public Involvement Plan (PIP) was developed to identify how the DAA would engage with project stakeholders to inform, educate, and solicit feedback throughout the Master Plan process. A Stakeholder Advisory Committee (SAC) served in an advisory role throughout the Master Plan process and represented all airport users and the business community that is affected by growth at DYT. Additional in-person, virtual and written/online engagement efforts were conducted throughout the process, including the creation of a website and attending the Park Point Community Club Meetings. The Airport also hosted several virtual and in-person gatherings for tenants and the local residents to learn more about the ongoing planning efforts and to become more familiar with the Airport and the impact it has on the community.

INVENTORY

An inventory of the existing facilities and services was completed to inform recommendations throughout the Master Plan process. This chapter addresses the existing inventory of DYT, including the various aviation facilities, the local community and environmental overview. These facilities included the runways, taxiways, aprons, aircraft support facilities, buildings and landside pavement. Airport staff and records, FAA and MnDOT documentation, stakeholders, airport tenants and local communities/governments were the primary resources when building the inventory.

AVIATION ACTIVITY FORECASTS

The Aviation Forecasts analyzes current and future airport activity at DYT over a 20-year period. This forecast was prepared at the same time as the evolving impacts of the COVID-19 public health emergency. Forecast approval is based on the methodology, data, and conclusions at the time the document was prepared. Consideration of the impacts of COVID-19 on aviation activity was warranted to acknowledge the reduced confidence in growth projections using currently available data. The Aviation Activity Forecast was approved by the FAA on April 20, 2021. The activity forecast was considered a conservative projection of future activity levels and helped inform the facility recommendations.

Table 1 summarizes the approved aviation activity forecasts through the planning period. Additional details on the forecasts developed for the Master Plan can be found in the report.

Table 1 – FAA Approved Aviation Activity Forecasts

	Base Year (2019)	20-Year Forecast (2040)
Based Aircraft	22	38
Aircraft Operations	11,740	16,829
Critical Aircraft	A-I Small (Cessna 172)	A-I Small (Cessna 172)

FACILITY RECOMMENDATIONS

This section identifies facility recommendations needed to satisfy the 20-year forecast of aviation demand at DYT. Airport facilities are developed in accordance with FAA airport design standards and airspace criteria. This study developed realistic recommendations for the planning period and considered the financial feasibility. Whether the recommendations for the future development will be implemented depends on the actual demand, ability of the Airport to accommodate the development, environmental impacts, and available financial and other resources of the local, state and federal decision-makers to meet that demand.

Frequent and rapid changes can occur in the aviation industry as well as increased frequency of regulatory changes within the FAA. It is equally important that an ongoing process of evaluation of changing conditions, needs and near-term trends be implemented to assure the validity of the contents and recommendations of this Master Plan.

The recommendations outlined in the Master Plan are summarized below.

Airside Recommendations

- Routine maintenance should be performed on all pavement surfaces to extend their useful life.

- Improve drainage and prevent apron flooding near the fueling facilities by removing unneeded pavement as identified using FAA Design Standards in Advisory Circular 150/5300-13B.
- Reconfigure the apron near the terminal building and seaplane ramp to alleviate congestion and reduce the need for passengers and customers taking seaplane aerial tours to access the apron.

Landside Recommendations

- Provide additional hangar space to meet existing and forecasted demand. The forecast is unconstrained therefore the total based aircraft identified in the forecast may not be able to base their aircraft at DYT as a primary goal was to balance the aviation community with the sensitive natural environment.
- Replace the terminal building to improve user experience, meet ADA compliance and improve energy efficiency.
- Construct a Snow Removal Equipment (SRE) Building to relocate SRE from the terminal building to a designated building to maximize revenue by allowing for additional lease space inside Hangar 1.
- The Airport should consider installing an aircraft viewing area near the terminal building or on the bluff southeast of the Airport near the AWOS.
- The Airport should consider offering covered tie-downs for both based and transient aircraft. If a covered tie-down structure was built, it should be located on the eastern edge of the existing apron outside of the ADG I taxilane object free area (OFA).

Seaplane Base Facility Recommendations

- Install aquatic invasive species warning signs near the seaplane base facilities
- In the near term, the seaplane ramp should be rehabilitated due to the wear and tear of the plastic strips which protect the bottom of seaplane aircraft floats. Additionally, the existing seaplane dock should be rehabilitated to address safety considerations addressed by tenants.
- The seaplane ramp should be relocated to the south of the existing dock to alleviate apron congestion around the terminal building
- Additional seaplane docks should be planned for in the future. Additional docks should be expanded to the north.

Navigational Aid (NAVAID), Support Facilities and Other Recommendations

- The Airport should install a Wi-Fi connection to the fuel pump to allow faster credit card authorizations and easier access to the fueling system
- The rotating beacon should be replaced by 2035 or at the end of its useful life. When the beacon is replaced, the Airport should evaluate the options to relocate the beacon inside the Airport fence to ensure safety and improve accessibility for preventative maintenance
- 3-foot rock ditch checks should be installed along two of the existing drainage to slow stormwater runoff, allow for settlement of suspended solids and to filter water through the ditch checks to remove additional sediment. It is expected that 84% of stormwater runoff at DYT will be treated implementing these ditch checks.
- The Airport should continue with mobile Customs and Border Protection (CBP) services. At the request of CBP, the Airport continue to have conversations with the agency on the status of activity and future airport growth.
- The Airport should consider a change to a non-standard traffic pattern for Runway 32.

ENVIRONMENTAL OVERVIEW

The National Environmental Policy Act of 1969 (NEPA) requires that environmental impacts of proposed airport development be considered throughout the planning period. Three categories of environmental actions relevant to airport development are outlined in 40 Code of Federal Regulations (CFR) Parts 1500 – 1508. Every project proposed for an airport is categorized into one of these three actions:

- Categorical Exclusions (CatEx) – Projects categorically excluded are those actions that have been found under normal circumstances to have no potential for significant environmental impact.
- Environmental Assessment (EA) – Projects normally requiring an EA are actions that have been found by experience to sometimes have significant environmental impacts.
- Environmental Impact Statement (EIS) – The purpose of an EA is to determine whether a project will have significant impacts. Based on the results reported in an EA, the FAA then prepares either a finding of no significant impact (FONSI) or an EIS. An EIS further investigates a project's potential environmental impacts.

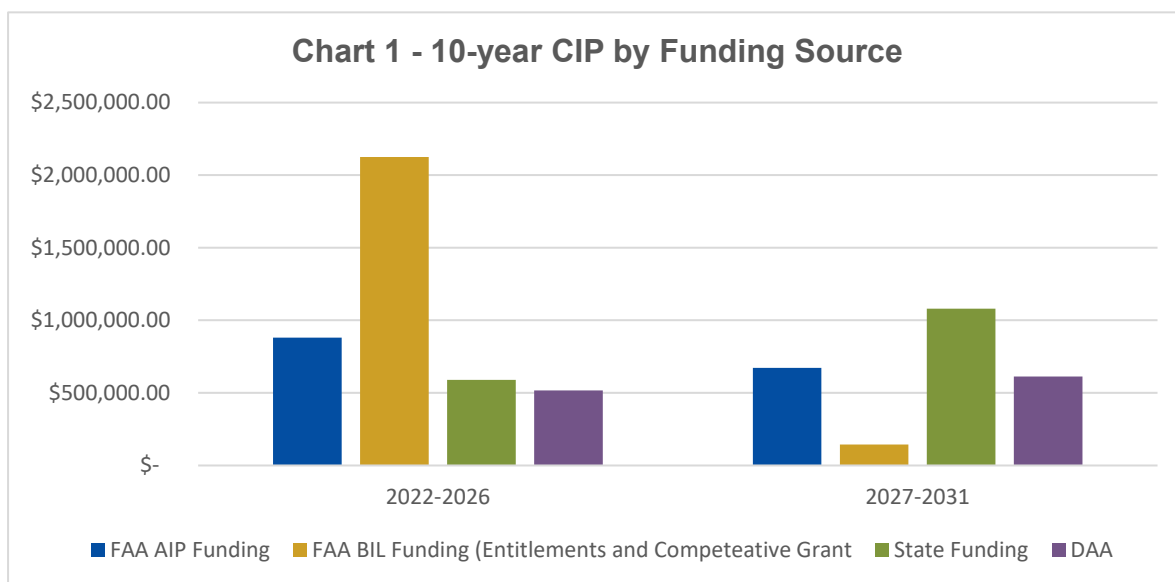
Projects identified over the 20-year planning period are anticipated to be eligible for a CATEX environmental determination. Additional coordination with the MNDNR will need to occur for the future hangar development, SRE Building, and Terminal Building as a protected species takings permit may be required.

PROJECT IMPLEMENTATION AND CAPITAL IMPROVEMENT PLAN

A 20-Year CIP was developed for the Master Plan. As part of the Master Plan process, a feasibility analysis was completed for the CIP – this effort identified potential external funding sources and DAA funding sources for each project and airport generated revenues to supplement traditional sources.

A unique funding source, that had not been available, was introduced towards the end of the planning effort which includes the Bipartisan Infrastructure Legislation (BIL). BIL provides additional annual entitlement money, similar to the Airport Improvements Program (AIP) funding source and also included several competitive grant programs for aging infrastructure.

The 10-year CIP is summarized in **Chart 1**.



Memorandum
December 1, 202
Page 5

MSS

\\sehinc.com\panzura\pzprojects\ae\d\dulail156533\1-gen\16-meet\daa board meetings\13- december 2022\sky harbor building area master plan executive summary.docx

VII. E

Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2022-23 for Environmental Assessment for the relocation of the Air Traffic Control Tower Project at the Duluth International Airport

Terms:

- Estimated start date of December 20, 2022
- Estimated end date of December 31, 2023

Fiscal Impact:

The Environmental Assessment (EA) proposal for this project is \$227,600. This work includes completion of a short-form EA and 30 percent preliminary design.

- Short Form EA (\$66,600)
- 30 percent Preliminary Design (\$148,800)
- Reimbursable Agreement Coordination (\$10,200)
- Closeout (\$2,000)

Agreement Overview:

This work order includes the completion of a short-form EA which will study alternatives to provide a new Air Traffic Control Tower (ATCT) facility at the 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:

The existing ATCT facility at the Duluth International Airport (DLH) is over 70 years old and is in poor condition. The ATCT cab height does not provide adequate sight lines for the entire airfield, causing safety concerns. The ATCT condition, existing location and proposed replacement was studied as part of the recently completed comprehensive Airport Master Plan, which identified alternative locations for a new ATCT facility.

The DAA received state funding support to complete a site visit to the Airport Facilities Terminal Integration Laboratory (AFTIL). The study was completed in October, 2022 and evaluated four proposed tower locations. Additional review occurred in November and December to further analyze the merits of each site location.

The short-form EA will evaluate the proposed action and alternatives through the National Environmental Policy Act process. The study will review the affected environment and environmental consequences and include public involvement and stakeholder engagement. Additionally, this proposal will include completion of 30 percent design to further understand construction impacts. Site layout, haul roads, storage areas, grading limits, topographic survey, stormwater management requirements, and basic building design will be evaluated as part of the 30 percent design. This project is anticipated to be constructed in the summer of 2023 pending contractor and material availability.

The EA costs will be included in future grant and bonding applications for funding.

WORK ORDER

No. 2022-23

Between

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

Dated: December 20, 2022

ENVIRONMENTAL ASSESSMENT FOR AIR TRAFFIC CONTROL TOWER CONSTRUCTION DULUTH INTERNATIONAL AIRPORT (DLH)

This work order includes completion of an Environmental Assessment for the replacement and relocation of the Air Traffic Control Tower 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.

Estimated start date is December 20, 2022; estimated end date is December 31, 2023.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$227,600.00

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

Point of Contact: Kaci Nowicki

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal _____

Date: _____

Date: December 20, 2022

Title: _____

Date: _____

Attachment A

Duluth International Airport (DLH)

Short Form Environmental Assessment

Scope of Work Outline

General – The Air Traffic Control Tower (ATCT) at the Duluth International Airport (DLH) needs replacement.

The Short Form Environmental Assessment (EA) will study alternatives to provide a new ATCT. The EA will consider replacement tower alternatives and a No Action alternative. Alternatives are expected to include two (2) of the alternatives carried forward through the FAA AFTIL process (Site 6 and Site 3). Additional alternatives, or sub alternatives, may be developed if needed to meet the project elements.

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

1. Addressing nonstandard conditions with the existing ATCT
2. Evaluate need for environmental remediation

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

1. Short Form Environmental Assessment
2. Survey
3. 30% Preliminary Design
4. Federal Closeout Report

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 DAA, 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. Five (5) meetings anticipated to support the EA including preliminary design efforts.

Task 1.2.2 – Agency Meetings – This task includes 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 two (2) additional document review work sessions are anticipated. Meeting topics will include reviews of the Short Form EA. The meetings may cover the following topics or decision points:

- **Purpose and Need, Alternatives, Affected Environment & Environmental Consequences, Cumulative Effects, and Final Draft Short Form EA**
- **Draft EA comment responses and FONSI attachments**

These meetings will be held via conference call or online meetings

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 two (2) meetings anticipated. The meetings may cover a mix of the following topics:

- Short Form EA and EA publication process
- Draft Short Form EA Comment responses and FONSI

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. Distribution will be coordinated with the FAA. SEH will prepare schedule and progress updates.

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.

Task 1.6 – Reimbursable Agreement Coordination and Meetings. SEH will provide investigation, coordination, and documentation of federally-owned equipment relocation or installation of equipment in the new tower location.

Task 1.6.1 – FAA Discovery Meeting – This task includes preparation and coordination of an FAA discovery meeting to identify key FAA equipment, relocation or installation considerations, required timelines, and proposed FAA actions. Attendance will include project manager, engineer, and planner.

Task 1.6.2 – Monthly FAA RA Meetings – SEH will prepare for and lead monthly one hour FAA virtual meetings with key stakeholders, including FAA lines of businesses, Airport, and MnDOT. Eight (8) are anticipated with attendance by project manager, engineer, and planner. The meetings will help develop and scope a reimbursable agreement which will be executed and completed as part of the final design process.

Deliverable: Project scope, agreement, and meetings.

Study Element 2: Short Form 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 Short Form EA will be prepared according to those requirements, using planning documentation to support the evaluation.

The following identifies the proposed work program for completion of the Short Form EA:

Task 2.1 – Draft Short Form EA

The Draft Short Form EA will address the following:

- **Purpose and Need** – Description of the project purpose and need.

- **Proposed Action and Alternatives** – The project alternatives to meet the project purpose and need (2 anticipated, excluding no action) and all associated elements will be described, including demolition activities of connected actions and the footprint of utility work and ground disturbance associated with the project and connected actions. A no action alternative will be included and carried forward throughout the EA. This section 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.
- **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 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 range of feasible alternatives.

- **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.
- **Biological Resources (including fish, wildlife, and plants):** The project location is within the airport fence on fully developed land adjacent to the airfield. A minor amount of tree clearing is anticipated, which may include habitat for the Northern Long Eared Bat. The EA will describe the habitat and a description of the significance of impacts on the biotic community. Consultation with the U.S. Fish and Wildlife Service will determine possible impacts. A finding of No Effect is anticipated for all other 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.
- **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.
- **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.
- **Department of Transportation Act, Section 4(f):** No effects to Section 4(f) resources are anticipated. The EA will provide verification that the proposed action will not require the use of any publicly owned land from a public park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the officials having jurisdiction thereof. Therefore, no Section 4(f) analysis is included in this scope of work.
- **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.

- **Hazardous Materials, Pollution Prevention, and Solid Waste:** A Phase I Environmental Site Assessment (ESA) and Regulated Materials Assessment have been completed for the existing ATCT. The building contains regulated materials. The FAA is completing a Phase I Environmental Site Assessment for the site alternatives anticipated to be evaluated in the Short Form EA. Those Phase I ESA efforts are anticipated to be completed in February 2023 and will be documented in the Short Form EA. The Short Form 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 Short Form EA will describe the potential for the alternatives to disturb or otherwise impact or be affected by any known or found contamination. No Phase II Assessment or contaminant testing is proposed in this scope of work.

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 Short Form EA will discuss the projected quantity and type of waste generated through rehab and/or demolition and appropriate methods of collection or disposal.

- **Historical, Architectural, Archeological and Cultural Resources:** Existing architectural inventory of the project area found no structures eligible for listing on the National Register of Historic Places. The Short Form EA will document FAA coordination with the SHPO regarding the project.
- **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.
- **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 Short Form EA.
- **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 Short Form 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.
- **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 Short Form EA will also consider the degree of controversy generated by the alternatives 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 Short Form EA will also describe the socioeconomic benefits of the airport.

- b. Environmental Justice: The impact of the alternatives 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 Short Form EA will identify and assess environmental health risks and safety risks that could disproportionately affect children.
- **Visual Effects Including Light Emissions**: The Short Form EA will consider the extent to which any lighting or visual effects associated with the alternatives will create an annoyance among people in the vicinity of the installation. Visual and lighting effects of the alternatives will be described in the Short Form EA.
- **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 alternatives will be reviewed. Although no floodplain impacts are anticipated, results of this review will be included in the Short Form EA.
 - b. Water Quality: The Short Form 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 alternatives to demonstrate that state water quality standards and federal, state, and local permit requirements will be met. The Short Form 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 alternatives. The Short Form 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. Build alternatives may include stormwater treatment features outside the direct construction limits of the project. Conceptual design will better define methods of permanent stormwater treatment, and these project elements and their potential effects will be considered in the Short Form EA.
 - 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 Short Form 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.
- **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 alternatives 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.

- **Short Form EA Report** - The “draft” Short Form EA containing all previously described work tasks will be assembled, including a cover sheet and appropriate appendices. The report will be substantially complete, including text and graphics, as necessary for agency review.

Prior to publication, review will be completed with the FAA ADO, other FAA lines of business, and FAA legal sufficiency review. SEH will respond to FAA comments and provide a revised Short Form EA for approval prior to publication. Upon FAA approval, SEH will prepare, publish, and distribute the Short Form EA for publication. The Short Form 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 will be published and circulated for public and agency comment for a 30-day comment period. Public review copies will be made available at Duluth City Hall, Hermantown City Hall, the Airport, MnDOT District 1 offices in Duluth, and the Duluth Public Library. SEH will prepare a notice of availability of the Short Form EA. SEH will publish the notice in the official newspaper of the City and any other desired locations. SEH will provide public review copies to appropriate locations In addition to posting on the DAA website.

Task 2.2 – 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 Short Form 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 2.3 - FONSI Publication - If needed, SEH will prepare an errata document for publication with the FONSI to note any changes to the Short Form EA. SEH will provide public involvement summary information to the FAA for inclusion in the FONSI. Public review copies of the FONSI will be made available at the same locations as the Short Form EA. A notice of availability of the FONSI will be prepared by SEH. SEH will be responsible for publishing the notice in the official newspaper and any other desired locations. SEH will provide public review copies to appropriate locations In addition to posting on the DAA website.

Work Element 3: Survey

Task 3.1 – Utility Locate – SEH will complete a utility locate prior to surveying to capture all utilities in the project footprint.

Task 3.2 – Topographic Survey – A topographic survey will be completed in the proposed ATCT facility, parking lot, and access road improvements area. Survey will include all pavement grades, pavement edges, drainage structures, utility information, lighting, and other necessary features.

Work Element 4: Schematic Design (30%)

Task 4.1 – Civil Site Preliminary Design– SEH will complete layout preliminary design and a schematic sketch showing the civil site design, including parking lot, utilities, and other related design features. The civil site schematic will include preliminary grading limits to allow for construction of the tower, parking lot and access road improvements. 30 percent design will be completed to determine preliminary earthwork and construction material quantities, parking analysis, road access, utility needs, and other miscellaneous items required for site planning.

Task 4.2 – Coordination of Ancillary Projects – SEH will complete coordination of necessary ancillary projects to include cost estimation, schematics and drawings, high level scheduling of necessary improvements, and agency coordination.

Task 4.3 – Project Phasing and Storage Area Considerations – SEH will develop a phasing schedule, including ancillary and enabling projects to be completed before and after the ATCT facility construction. SEH will also complete a schematic sketch showing the location of the proposed contractor storage area for the two years of construction. Alternatives will be developed to maintain access to DAA staff and tenants.

Task 4.4 – Stormwater Analysis – SEH will develop stormwater modeling calculations, identify best management practices to manage stormwater requirements, and coordinate with regulatory agencies, including the MPCA and City of Duluth, to document required stormwater improvements to be designed as part of final design.

Task 4.5 – Architectural and Structural Design Considerations – SEH will complete a basis of design for architectural and structural elements of the ATCT facility to be used for cost estimation and project budgeting. Space needs will be identified for all tenants. Space allocations will inform the cost estimate and electrical and mechanical needs. High-level structural load development, systems optioning, and code applicability reviews will occur at this stage. It is anticipated that 80 hours of effort will be required for both the architect and structural engineer.

Task 4.6 – Mechanical and Electrical Design Considerations – SEH will complete a basis of design for mechanical and electrical elements of the project to be used for cost estimation and project budgeting. This will include an assessment of power, communication, lighting, HVAC systems. It is anticipated that 80 hours of effort will be required for both the mechanical and electrical engineers.

Task 4.7 – Schematic Cost Estimate – SEH to provide an itemized summary of the estimate of probable construction costs related to ATCT facility construction, access road, and parking lot improvements. The estimate will include breakdowns for each specific work discipline including, architectural, structural, electrical, mechanical, and civil site design. As part of this effort, SEH will develop a schematic project budget that will include anticipated engineering costs, construction costs, and administrative costs for the project scope.

Task 4.8 –Project Schedule – SEH will develop a project schedule, including design elements, bidding documents, start of construction, and construction completion.

Task 4.9 – Schematic Design Report – SEH will develop and complete a schematic design report that will include design considerations, basis of design, building requirements, 30 percent architectural floor plans, building elevations, renderings, and civil design layout. The report will also document the project estimate, schedule, initial code review and other necessary elements for project documentation. Schedule will include sufficient time for stakeholder review and approval of the schematic design report prior to commencing preliminary design.

Study Element 5: Closeout Report

Task 5.1 – FAA Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work. The closeout report will follow FAA guidance presented in ARP SOP 10.00 Administrative Closeout of Airport Improvement Program Grants.

Task 5.2 – Project Closeout – SEH will transfer deliverables in their original form (ie, word, AutoCAD, etc) for DAA documentation purposes. Anticipated files to be transferred include the EA document in word and pdf, preliminary design report in word and pdf, and any schematics or drawings in pdf, GIS and/or AutoCAD, to include basemaps.

Exclusions:

1. Geotechnical borings will be included as part of a future effort, once the locations of the Air Traffic Control Tower, ancillary buildings, parking lot, roads, and other features are finalized.
2. Environmental testing of subsurface soils, if needed, will be completed as part of a future effort once the results of the FAA's Phase 1 Environmental Site Assessment (ESA) are determined and communicated to the design team.
3. Preliminary or final design of ancillary projects, including demolition of the Hydrosolutions building, Hangar 2, the existing ATCT facility and office space, and the DHL building.

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
Short Form Environmental Assessment
Duluth International Airport
Duluth, MN

Task No.	Task Description	Sr. Planner / Project Manager	Planner	Graduate Planner	Sr. Scientist	Scientist	Sr. Project Engineer	Project Engineer	Electrical Engineer	Mechanical Engineer	Structural Engineer	Water Resources Engineer	Architect	Survey Crew Chief	Instrument Operator	FAA Doc. Specialist	Admin Technician	Task Total
1.0	<u>Project Initiation, Meetings, Coordination and Administration</u>																	
1.1	Project Scoping/Contract Development	6	6				2									2	2	18
1.2	Meetings																	0
1.2.1	SEH Team Meetings	6	6	4	6	4	6	4										36
1.2.2	Agency Meetings	6	6		6	2	6											26
1.2.3	DAA Meetings	6	6		4	1	6											22
1.3	Project Administration	6			6	2										3	2	19
1.4	Agency Coordination	8	4	2	8	2											2	26
1.5	Quality Assurance and Control	4			4	1	2										2	12
1.6	Reimbursable Agreement Coordination and Meetings	4					4											8
1.6.1	FAA Discovery Meeting	4	4				4											12
1.6.2	Monthly FAA RA Meetings	8	8				8	8										32
2.0	<u>Short Form Environmental Assessment (EA)</u>																	0
2.1	<u>Draft Short Form EA</u>																	0
2.1.1	Purpose and Need	4	2		1	2		1										10
2.1.2	Proposed Action and Alternatives	4	4	4	1	4		2										19
2.1.3	Affected Environment and Environmental Consequences																	0
2.1.3.1	Air Quality					1												1
2.1.3.2	Biological Resources (Including Fish Wildlife and Plants)				1	4												5
2.1.3.3	Climate				1	1												2
2.1.3.4	Coastal Resources					1												1
2.1.3.5	Department of Transportation Act, Section 4(f)	2	1		1	1												5
2.1.3.6	Farmland					1												1
2.1.3.7	Hazardous Materials, Pollution Prevention, and Solid Waste	4	2		2	8												16
2.1.3.8	Historical, Architectural, Archeological and Cultural Resources	4	2		2	4												12
2.1.3.8	Land Use		2		1	4												7
2.1.3.9	Natural Resources and Energy Supply				1	2												3
2.1.3.10	Noise		1	1		2												4
2.1.3.11	Socioeconomics, Environmental Justice, and Children's Health and Safety Risks				1	2												3
2.1.3.12	Visual Effects Including Light Emissions				1	4	1	1										7
2.1.3.13	Water Resources - Floodplains	2			1	4	2											9
2.1.3.13	Water Resources - Water Quality				1	2	2	2										7
2.1.3.13	Water Resources - Wetlands				1	2												3
2.1.3.13	Water Resources - Wild and Scenic Rivers					4												14
2.1.4	Cumulative Impacts	2	4		2	4	2											24
2.1.5	Short Form EA Report	4	6		4	6											4	24
2.2	Opportunity for a Public Hearing	6			6		6										2	20
2.3	FONSI Publication	4	4		4	8											4	24
3.0	<u>Preliminary (30%) Design</u>																	0
3.1	Utility Locate						1	8										9
3.2	Topographic Survey						4	8						16	16			44
4.0	<u>Schematic Design (30%)</u>																	0
4.1	Civil Site Preliminary Design						32	80										112
4.2	Coordination of Ancillary Projects						12	24										36
4.3	Project Phasing and Storage Area Considerations						12	24										36
4.4	Stormwater Analysis						12	16				60		80				68
4.5	Architectural and Structural Design Considerations										80							160
4.6	Mechanical and Electrical Design Considerations								80	80								160
4.7	Schematic Cost Estimate						20	20										40
4.8	Project Schedule	8					16											24
4.9	Schematic Design Report						20	24	16	16	12	16	12				12	128
5.0	<u>Project Closeout</u>																	0
5.1	FAA Closeout Report															8		8
5.2	Project Closeout																	1
Total hours per labor category		102	68	11	66	78	180	222	96	96	92	76	92	16	16	13	38	1262

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Sr. Planner / Project Manager	102	\$80.91	\$8,252.82
Planner	68	\$48.86	\$3,322.48
Graduate Planner	11	\$36.07	\$396.77
Sr. Scientist	66	\$42.66	\$2,815.56
Scientist	78	\$32.27	\$2,517.06
Sr. Project Engineer	180	\$66.66	\$11,998.80
Project Engineer	222	\$46.62	\$10,349.64
Electrical Engineer	96	\$57.23	\$5,494.08
Mechanical Engineer	96	\$44.23	\$4,246.08
Structural Engineer	92	\$58.13	\$5,347.96
Water Resources Engineer	76	\$67.76	\$5,149.76
Architect	92	\$64.09	\$5,896.28
Survey Crew Chief	16	\$50.73	\$811.68
Instrument Operator	16	\$34.38	\$550.08
FAA Doc. Specialist	13	\$59.84	\$777.92
Admin Technician	38	\$32.45	\$1,233.10
Total Direct Labor Costs:	1,262		\$69,160.07
Labor and Administrative Overhead			\$114,826.46
Fee (15%)			\$27,597.98
Total Labor Costs			\$211,584.51

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Usage	1,262	\$5.80	\$7,319.60
Meeting Materials	LS	\$300.00	\$300.00
Mailings	LS	\$300.00	\$300.00
Survey Equipment (GPS)	16	\$35.00	\$560.00
Survey Van	16	\$5.00	\$80.00
Mileage (Meetings)	840	\$0.62	\$520.80
Per Diem (Survey)	2	\$180.00	\$360.00
Travel (meetings)	3	\$2,000.00	\$6,000.00
EA Reproductions	10	\$60.00	\$600.00
Total Expenses			\$16,040.40

SUMMARY:

Estimated Total	\$227,624.91
Total	\$227,600.00

VII. F

Resolution to Approve the 2023 – 2025 Collective Bargaining Agreement Between the Duluth Airport Authority and Local 66 AFSCME Minnesota Council 5

Executive Summary

Terms:

- Calendar years of 2023-2025

Overview:

- This collective bargaining agreement covers 50% of DAA staff.

Summary of Changes:

- Wage Adjustments: 3%, 2%, 2%
- Holiday Added: Christmas Eve
- Longevity Payment at 24 Years
- Personal Protective Equipment Reimbursement increased to \$300
- Shift Differential Increase: \$1.50 afternoon, \$2.00 overnight
- Updated Language Clarity, Pronouns, etc.
- Removal of Unused Positions and Position Title Updates
- Incorporated signed MOUs from prior period:
 - Addition of Airport Security Specialist Position
 - Updated Airport Maintenance Positions to Include Departments of “Facilities & Landside” and “Airside and Fleet”

2020-20222023-2025

Agreement

**Between the Duluth Airport Authority and Local 66
of A.F.S.C.M.E. Minnesota Council 5**

for

Duluth Airport Authority Employees



Style Definition: TOC 1: Tab stops: 6.49", Right,Leader: ...

Formatted: Right: 0.01"

Formatted: Centered

Formatted: Justified

Table of Contents

ARTICLE 1 - PURPOSE OF AGREEMENT	5
ARTICLE 2 - DEFINITIONS	5
ARTICLE 3 - RECOGNITION	7
ARTICLE 4 - DUES CHECKOFF	7
ARTICLE 5 - MANAGEMENT RIGHTS	7
ARTICLE 6 - SAVINGS CLAUSE	8
ARTICLE 7 - HOURS OF WORK	8
ARTICLE 8 - WAGES	8
ARTICLE 9 - LONGEVITY AWARD	9
ARTICLE 10 - SHIFT DIFFERENTIAL	10
ARTICLE 11 - UNIFORMS	10
ARTICLE 12 - MEAL ALLOWANCE	11
ARTICLE 13 - INCENTIVE AWARDS	11
ARTICLE 14 - LIFE INSURANCE	11
ARTICLE 15 - TOOLS	12
ARTICLE 16 - OVERTIME PAY & COMPENSATORY TIME OFF	12
ARTICLE 17 - CALL BACK	13
ARTICLE 18 - SENIORITY	15
ARTICLE 19 - HOSPITAL-MEDICAL & DENTAL INSURANCE	16
ARTICLE 20 - HOSPITAL-MEDICAL & DENTAL INSURANCE – RETIRED EMPLOYEES	19
ARTICLE 21 – PERSONAL LEAVE	20
ARTICLE 22 - PAY PERIODS	21
ARTICLE 23 - REST PERIODS	22
ARTICLE 24 - HOLIDAYS	22
ARTICLE 25 - VACATION	22
ARTICLE 26 - SICK LEAVE	23
ARTICLE 27 – BLANK ARTICLE	26
ARTICLE 28 - WORKERS' COMPENSATION	26
ARTICLE 29 - JURY DUTY	28
ARTICLE 30 - LEAVES OF ABSENCE	28
ARTICLE 31 - TRANSFERS OF EMPLOYEES, POSTING OF VACANCIES, PROMOTIONS, PROBATION, SERVICE RATINGS	30
ARTICLE 32 - SUSPENSION OF EMPLOYEES	32
ARTICLE 33 - DEMOTIONS	33
ARTICLE 34 - REMOVAL OF EMPLOYEES	33
ARTICLE 35 - RESIGNATIONS	35
ARTICLE 36 - SEPARATION PAY	36
ARTICLE 37 - LAYOFFS	36
ARTICLE 38 - RE-EMPLOYMENT LIST	39
ARTICLE 39 - EMPLOYEE SAFETY	40
ARTICLE 40 - PERSONNEL AND LABOR-MANAGEMENT COMMITTEE	40
ARTICLE 41 - GRIEVANCE PROCEDURE	40

ARTICLE 42 - UNION RIGHTS	43
ARTICLE 43 – BLANK ARTICLE	43
ARTICLE 44 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING	43
ARTICLE 45 - DURATION OF AGREEMENT.....	43
ARTICLE 47- PART-TIME EMPLOYEES.....	43
APPENDIX 1 – Job Title, Range/Steps	46
APPENDIX 2 - Pay Schedule Effective January 1, 2023.....	47
APPENDIX 3 - Pay Schedule Effective January 1, 2024.....	49
APPENDIX 4 - Pay Schedule Effective January 1, 2025.....	51
EMPLOYEE SENIORITY LIST.....	54
ARTICLE 1 – PURPOSE OF AGREEMENT	4
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 – RECOGNITION	6
ARTICLE 4 – DUES CHECKOFF	6
ARTICLE 5 – MANAGEMENT RIGHTS.....	6
ARTICLE 6 – SAVINGS CLAUSE.....	7
ARTICLE 7 – HOURS OF WORK.....	7
ARTICLE 8 – WAGES.....	7
ARTICLE 9 – LONGEVITY AWARD	8
ARTICLE 10 – SHIFT DIFFERENTIAL	9
ARTICLE 11 – UNIFORMS.....	9
ARTICLE 12 – MEAL ALLOWANCE	10
ARTICLE 13 – INCENTIVE AWARDS	10
ARTICLE 14 – LIFE INSURANCE	10
ARTICLE 15 – TOOLS.....	11
ARTICLE 16 – OVERTIME PAY & COMPENSATORY TIME OFF.....	11
ARTICLE 17 – CALL BACK	12
ARTICLE 18 – SENIORITY.....	13
ARTICLE 19 – HOSPITAL-MEDICAL & DENTAL INSURANCE	14
ARTICLE 20 – HOSPITAL-MEDICAL & DENTAL INSURANCE – RETIRED	
EMPLOYEES	17
ARTICLE 21 – PERSONAL LEAVE	18
ARTICLE 22 – PAY PERIODS.....	19
ARTICLE 23 – REST PERIODS	19
ARTICLE 24 – HOLIDAYS.....	19
ARTICLE 25 – VACATION.....	20
ARTICLE 26 – SICK LEAVE.....	20
ARTICLE 28 – WORKERS’ COMPENSATION	24
ARTICLE 29 – JURY DUTY.....	24
ARTICLE 30 – LEAVES OF ABSENCE	24
ARTICLE 31 – TRANSFERS OF EMPLOYEES, POSTING OF VACANCIES,	
PROMOTIONS, PROBATION, SERVICE RATINGS	26
ARTICLE 32 – SUSPENSION OF EMPLOYEES	28
ARTICLE 33 – DEMOTIONS	29
ARTICLE 34 – REMOVAL OF EMPLOYEES	29

ARTICLE 35 – RESIGNATIONS	31
ARTICLE 36 – SEPARATION PAY	31
ARTICLE 37 – LAYOFFS	31
ARTICLE 38 – RE-EMPLOYMENT LIST	33
ARTICLE 39 – EMPLOYEE SAFETY	34
ARTICLE 40 – PERSONNEL AND LABOR-MANAGEMENT COMMITTEE	34
ARTICLE 41 – GRIEVANCE PROCEDURE	35
ARTICLE 42 – UNION RIGHTS	37
ARTICLE 44 – COMPLETE AGREEMENT AND WAIVER OF BARGAINING	37
ARTICLE 45 – DURATION OF AGREEMENT	37
ARTICLE 47 – PART TIME SECRETARY BOOKKEEPER	37
APPENDIX I – Job Title, Range/Steps	39
APPENDIX II – Pay Schedule Effective January 1, 2020	40
APPENDIX III – Pay Schedule Effective January 1, 2021	41
APPENDIX IV – Pay Schedule Effective January 1, 2022	42
EMPLOYEE SENIORITY LIST	43

THIS AGREEMENT, dated ~~January 21, 2020~~^{December 20th, 2022}, is entered into by and between the Duluth Airport Authority, hereinafter called the "Employer", and Local 66 of A.F.S.C.M.E., represented by Minnesota Council 5, hereinafter called the "Union".

Formatted: Superscript

ARTICLE I - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other terms and conditions of employment, as defined in Minnesota Statutes.
- 1.2. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

- 2.1 Executive Director means the Executive Director of the Duluth Airport Authority or ~~his/her~~^{their} designee.
- 2.2 Appointing Authority means the Executive Director or ~~his/her~~^{their} designee.
- 2.3 Basic Annual Pay means the employee's monthly salary as provided for in Appendix ~~24~~ or ~~344~~ of this Agreement added to the employee's longevity award as provided for in Article 9 of this Agreement multiplied by twelve (12).
- 2.4 Basic Hourly Rate, for all purposes, means the employee's basic annual pay divided by 2080 in the case of employees whose normal work week is forty (40) hours and divided by 1950 in the case of employees whose normal work week is thirty-seven and one-half (37-1/2) hours. The basic hourly rate shall be calculated to the nearest \$.0001.
- 2.5 Basic Monthly Pay means the employee's monthly salary provided for in Article 8 of this Agreement.
- 2.6 Board of Trustees means the governing body of the Joint Powers Enterprise and the Joint Self Insurance Pool.
- 2.7 Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation or military leave of absence,

absence due to injury or illness that was compensable under the Minnesota Worker's Compensation Act.

- 2.8 Demotion - Instruction from Employer to Employee that the Employee shall work in a different job title, which job title is in a lower salary range than the one the Employee had been in before receiving said instruction from the Employer.
- 2.9 Duluth Joint Powers Enterprise Trust or Trust means the Trust created for the purpose of accepting and holding certain Employer contributions or other contributions under the Plan(s).
- 2.10 Employee means a person employed by the Employer who is a member of the formally recognized bargaining unit represented by the Union.
- 2.11 Grievance means a dispute or disagreement raised by an Employee involving the interpretation or application of the specific provisions of this Agreement.
- 2.12. Joint Powers Agreement or JPA means the joint powers agreement entered into and among the Members.
- 2.13 Joint Powers Enterprise means the enterprise jointly created by the Members and reflected in the Joint Powers Agreement.
- 2.14 Joint Self Insurance Pool or Pool means the joint self-insurance pool created by the Members under Minnesota law, known as the Duluth Joint Insurance Pool, through which certain Plans are funded and operated.
- 2.15 Members means, unless one or more cease to be a Member pursuant to Article XVI or Article XVII of the Joint Powers Agreement, Employer, the City of Duluth, the Duluth Entertainment and Convention Center Authority, and the Duluth Housing and Redevelopment Authority, and any other governmental entity, permitted by law, who subsequently becomes a Member under Article XX of the Joint Powers Agreement.
- 2.16 Non-Duty Disability - A physical condition which renders an employee incapable of performing the work within ~~his/her~~their classification assigned to him by the employer, and which is not compensable under the worker's compensation law.
- 2.17 Plan(s) means one or more benefit plans (1) jointly sponsored and maintained by the Members, pursuant to the provisions of the Joint Powers Agreement, (2) authorized by Minnesota law and able to be provided jointly by Minnesota governmental entities, and (3) that provides benefits for a Member's employees, former employees, including retirees, and persons covered by them (e.g. dependents) in accordance with the terms and conditions of such benefit plan(s), including eligibility.

- 2.18 Position - a job that the Employer has determined shall be performed by one person in a single job title.
- 2.19 Probationary Employee. New Employees shall serve an initial probationary period of one year, during which time they can be discharged without cause.
- 2.20 Shift means a stipulated eight (8) hour work period for personnel whose normal work week is forty (40) hours and a seven and one-half (7-1/2) hour period for personnel whose normal work week is thirty-seven and one-half (37-1/2) hours, unless a different schedule is agreed to by the Employee.
- 2.21 Supervisor means an Employee of the Airport Authority who has been determined by the Bureau of Mediation Services to be a supervisor.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive bargaining representative of all personnel working in the job titles listed in Appendix 1↓ of this Agreement and as certified by the Bureau of Mediation Services ~~and also~~ defined as "public employees" pursuant to the Public Employment Labor Relations Act (PELRA), Minn. Stat. 179A.03, Subd. 14.
- 3.2 In the event that any new job title is created after the effective date but during the term of this Agreement, and such position is filled by the Airport Authority, the parties agree to meet and discuss whether or not such person should be represented by the Union prior to making a request to the Bureau of Mediation Services for a unit designation for such position.

ARTICLE 4 - DUES CHECKOFF

- 4.1 The Employer shall deduct from the paychecks once each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all Employees authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union within ten (10) days after the paychecks from which such deductions are made are distributed to the Employees.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state, and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes Section 179A.07, Subd. 1; the right to direct

the working forces; to plan, direct, and control all the operations of the Employer; to determine the methods, means, organization, and number of personnel by which such operation and services are to be conducted; to contract for services; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment, or facilities.

ARTICLE 6 - SAVINGS CLAUSE

- 6.1 This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 7 - HOURS OF WORK

- 7.1 For employees in pay ranges 22 through 29, the normal work week shall be forty (40) hours and the normal ~~work day~~workday shall be eight (8) hours.
- 7.2 For employees in pay ranges 117 through 121, the normal week shall be forty (40) hours and the normal ~~work day~~workday shall be eight (8) hours, except as provided for in Article 47 (~~Part-time Secretary Bookkeeper~~) or unless a different schedule is agreed to by the employee.
- 7.3 For computation of overtime, the work week will end at 12:00 a.m., Saturday midnight.

ARTICLE 8 - WAGES

- 8.1 Effective January 1, 202~~30~~, each Employee's Basic Hourly Rate shall be increased ~~2-53~~% as indicated on Appendix ~~2H~~. Effective January 1, -202~~44~~, each Employee's Basic Hourly Rate shall be increased ~~2-52~~% as indicated on Appendix ~~3H~~. Effective January 1, 202~~52~~, each Employee's Basic Hourly Rate shall be increased ~~2-52~~% as indicated on Appendix ~~4IV~~.
- 8.2 An employee receiving an original appointment shall be placed in Step A of the appropriate pay range as shown in Appendix ~~2H~~ except when otherwise approved by the Executive Director. When an employee is promoted or reassigned to a higher job title or an employee's position is assigned to a higher pay range, ~~his/her~~their salary shall be increased to that salary in the new pay range which is next over the salary ~~he/she/they was/were~~ receiving prior to promotion except when otherwise approved by the Executive Director.

- 8.3 Employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of six (6) months service in a permanent position, at which time ~~he/she/they~~ shall advance one (1) step in the pay range in Appendix ~~2H~~, ~~3H~~, and ~~4H~~; thereafter the employee shall advance one (1) step in the pay range for each additional twelve (12) months of service.
- 8.4 An employee may be assigned to work special duty by written assignment. Any employee assigned by the Executive Director to special duty shall have ~~his/her/their~~ salary increased to that step in the pay range for the job title in which the employee is assigned to work which step is next over the salary ~~he/she/they was/were~~ receiving prior to such special duty assignment.
- a. The Executive Director shall select the employee by seniority in the next lowest or lower job title(s) in the work unit, provided said employee possesses any license required by job specifications.
 - b. Special Duty pay shall be paid where such assignment is for a period of more than one (1) hour.
 - c. Special duty pay shall not be paid for employees being trained within an Employer-approved training program.
 - d. No such assignment shall exceed 12 months, at which time a determination shall be made to permanently fill or vacate the position.
 - e. For the purposes of this Article, "special duty" assignment shall mean assignment to perform work not included in ~~his/her/their~~ job description but included in a more highly paid description.
- 8.5 The Employer and the Union agree there shall be training programs for all job titles, ~~as mutually agreed upon.~~
- 8.6 Employees assigned to work out-of-class in a class with a higher pay range shall receive out-of-class pay after one hour of such work.
- 8.7 The Employer shall provide for the direct deposit of an employee's wages into a bank account selected by the employee ~~at the direction and option of the employee.~~

ARTICLE 9 - LONGEVITY AWARD

- 9.1. In addition to the monthly pay prescribed herein, any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next pay period following completion of ~~his/her/their~~ eighth (8th) year of service, a

monthly longevity award equal to four percent (4%) of ~~his/her~~their basic monthly pay and any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next pay period an additional monthly longevity award equal to four percent (4%) of ~~his/her~~their basic monthly pay. Such longevity award shall be computed to the nearest dollar per month. Any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than twenty-four (24) years, shall receive a lump sum payment of 4% of their current base wages the pay period following the anniversary.

- 9.2. The term "Qualified Pay Period" shall mean any regular minimum period of time at the end of which full-time employees of the Airport Authority are regularly paid and during which the employee was employed and/or paid by the Airport Authority for not less than three-fourths (3/4) of the normal working hours of the position ~~he/she~~they then occupied.

ARTICLE 10 - SHIFT DIFFERENTIAL

- 10.1 Employees working a regular shift commencing between the hours of 2:30 p.m. and 10:00 p.m., shall, in addition to their Basic Hourly Rate, receive a shift differential equal to ~~\$1.50-80~~ per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 4:00 a.m., shall, in addition to their Basic Hourly Rate, receive a shift differential equal to ~~-\$24.00~~ per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 4:00 a.m. and 2:30 p.m. on a Saturday or Sunday shall, in addition to their Basic Hourly Rate, receive a shift differential equal to ~~\$1.5-80~~ per hour for each hour worked during such a shift. No employee shall receive such shift differential for any time for which ~~he/she~~they will receive overtime compensation provided for in Article 16 of this Agreement.

ARTICLE 11 - UNIFORMS

Uniforms shall be provided to employees by the Airport Authority as follows:

- 11.1 Miscellaneous. Employees filling the positions of Equipment Maintenance Specialist, Mechanic, and Heavy Equipment Mechanic shall be furnished at least three (3) ~~pair~~pairs of laundered coveralls per week by the Airport Authority. Employees who test and service equipment shall be furnished one (1) pair of laundered coveralls per week. The Employer will provide sufficient coveralls for all employees' needs.
- 11.2 Safety Shoes. Employees designated by the Employer to wear safety shoes shall, as a term and condition of employment, wear safety shoes that comply with OSHA

requirements. Employees may choose to purchase black insulated coveralls, bibs, and other cold-weather personal protective equipment (PPE) to wear at work. The Employer shall reimburse up to a combined total of ~~\$300250~~ for safety boots and black insulated coveralls, bibs, and other cold-weather personal protective equipment (PPE) at times approved by either the Director of Operations or the Executive Director. Such safety shoes shall be of a type and style determined by the Executive Director. Safety shoes are to be worn at the Airport only.

- 11.3 Safety Glasses. The Employer shall provide safety glasses (lenses and frames), including reimbursement for frames and prescription lenses (not to include eye exams) of up to \$175 total per calendar year, to an Employee if safety glasses are required or recommended for the Employee's job.

ARTICLE 12 - MEAL ALLOWANCE

- 12.1 ~~Any Employee required to work ten (10) or more consecutive hours shall be provided a meal allowance of ten dollars (\$10.00), which shall be added to the Employee's pay. Employees required to work more than ten (10) hours in any day shall be provided not later than four (4) hours beyond the normal work day, the opportunity to go for a meal on duty time, which time is not to exceed thirty (30) minutes, or be furnished a meal at Employer's expense on the job which cost per person will not exceed ten Dollars (\$10.00), or be reimbursed up to ten dollars (\$10.00) for a meal, whichever method is determined by the Employer.~~

ARTICLE 13 - INCENTIVE AWARDS

- 13.1 In addition to all other compensation paid to an Employee pursuant to this Agreement, employees may be paid additional compensation from time to time in accordance with the rules and regulations of the Employee Incentive Awards Program. The rules and regulations for such program shall be established by the Executive Director. No employee shall receive more than \$1,000 total in any calendar year pursuant to such program. Employees may be eligible to receive multiple awards in a single year pursuant to the rules and regulations of the Employee Incentive Awards Program.

ARTICLE 14 - LIFE INSURANCE

- 14.1 Employer shall pay ~~up to \$18.00 per month toward the purchase for \$50,000 of group life insurance for each eligible Employee (\$50,000 of coverage at 1991 rates).~~ All Employees shall receive such life insurance coverage starting the first day of the calendar month following ~~date~~the date of hire.
- 14.2 Such insurance terminates on the last day of the month in which an Employee ends employment. Employees are responsible ~~to contact~~for contacting the

Commented [JB1]: We currently are paying for 50k of coverage for each employee. Cost is \$22.50 per month. This language just cleans it up. Otherwise DAA would be able to reduce coverage to below \$50k.

Executive Director's office at least one (1) month prior to retirement to verify any insurance benefits due after termination.

- 14.3 Life Insurance - Retirees. The Employer shall pay full cost of term life insurance for any Employee who retires from employment with the Airport Authority on or after January 1, 1983, after having been employed by the Airport Authority for such total time ~~so as to~~ be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association. The amount of such insurance coverage shall be \$6,250.

ARTICLE 15 - TOOLS

- 15.1 The Employer, at its own expense, shall provide employees tools to perform their duties at each work site.

ARTICLE 16 - OVERTIME PAY & COMPENSATORY TIME OFF

- 16.1 Rates of Compensation:

- a. Except as provided in this article, employees who are required by the employer and according to Section 4 of this article, to work in excess of eight (8) hours in any day or forty (40) regular hours in any week shall be compensated for such excess hours either with pay at the rate of one and one-half (1/2) times their current basic hourly rate or with compensatory time off at the rate of one and one-half (1/2) hours for each hour worked as provided in Section 2 of this article. For purposes of this article only, hours worked for purposes of calculating overtime or compensatory time when exceeding forty (40) hours in any week shall include scheduled vacation, personal leave, compensatory time off, and holidays identified under Article 24.1. Sick leave hours used shall be included for overtime or compensatory time computations only if the use is for funeral leave.
- b. Employees whose normal work week is thirty-seven and one-half (37.5) hours, when required by the employer and in accordance with Section 4 of this Article, work in excess of seven and one-half (7.5) hours in any day or in excess of thirty seven and one-half (37.5) hours in any week, shall, be compensated for such excess hours either with pay at the rate of one and one-half (1.5) times their current basic hourly rate or with compensatory time off at the rate of one and one-half (1.5) hours for each hour worked as provided in Section 2 of this article, unless a different arrangement is agreed to by the employee.
- c. Overtime shall be computed to the nearest fifteen (15) minutes.

- 16.2. Compensatory Time Off:

- a. Employees may bank up to a maximum of 120 hours of compensatory time at any one time.
- b. The distribution of time off shall be at the discretion of the Employer and upon request of the employee. —In considering requests by Employees for compensatory time off, the Employer shall not grant such requests automatically, but shall consider ~~whether or not~~whether the interests of the Employer would be served by permitting Employees to take time off at some time during the year when such time off may be taken without undue interference with the Employer's operations
- c. Any compensatory time off due an Employee at the end of any calendar year shall be paid to such Employee in the paycheck covering the last pay period in that year, based on Employee's basic hourly rate as of the last day of that year.
- d. Employees may also cash in any amount of accumulated compensatory time at any time during the year by giving written notification to the Employer. They shall be paid for the compensatory time at the rate of pay at the time of the notification.

16.3 The working of overtime by an Employee shall be voluntary except in the case where the supervisor determines that work is necessary to protect property, human life or to keep the Airport open to provide service to the general public. For purposes of distribution of overtime, overtime refused is to be considered overtime worked.

16.4 Employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

Employees may volunteer to return to work when asked by the Airport Authority before the minimum time off, (eight [8] hours) has expired. The employees shall be allowed a thirty (30) minute meal break before returning to work.

ARTICLE 17 - CALL BACK

17.1 Employees released by their supervisor and called back for work shall receive a minimum of three (3) hours pay at one and one-half (1.5) times their current Basic Hourly Rate, except that such three (3) hour minimum pay requirement shall not apply in instances where the call back time extends from or into an Employee's regularly scheduled Shift. In the event an Employee is called back more than once during an eight (8) hour period, such Employee shall not receive more than eight (8) hours pay at the overtime rate for such period.

ARTICLE 18 - SENIORITY

~~18.1~~ Seniority shall be determined by the Employee's length of service in ~~his/her~~their present job title. Temporary employment shall not apply towards continuous employment for the purposes of determining the benefits provided by this Agreement.

18.1

18.2

- a. Subject to the Employer's right to determine the times when vacations may be taken vacation selection rights shall be determined by seniority.
- b. Subject to the Employer's right to schedule overtime and except as provided for in subparagraph (d) below, the right to work overtime anticipated to be less than three (3) hours in duration: shall be determined as follows:
- c. Unscheduled overtime shall first be offered to the most senior employee in the highest job title whose job description includes the work to be done who is then working on the airport; then to the next most senior person in that job title, or, if there is no other person in that job title present and working on the airport, to the most senior person in the next lower job title who is present and working on the airport and so on until said right to work overtime has been accepted or has been refused by all employees qualified to do the work who are then working on the airport. Subsequently, if the offer of overtime has not been accepted, said overtime shall be offered to qualified employees not then working on the airport in the same manner and in the same order as was provided for with regard to employees working on the airport.

Scheduled overtime shall be distributed among the employees as equally as possible. Overtime refused shall be counted as overtime worked for the purposes of determining equity of distribution.

- d. The right to work overtime anticipated to be 3 or more hours in duration shall be determined in the same manner as provided for in subparagraph (b) above but without regard to an employee's presence on the airport.
- e. Notwithstanding the provisions of paragraphs (b) and (c) above, if the Executive Director determines that the work to be performed on overtime requires particular expertise, he may assign the employee in that job title having the requisite level of expertise without regard to seniority.
- f. All Employees shall be offered overtime hours. If all Employees decline the overtime work, the Employer may offer the work to temporary employees.

Formatted: Outline numbered + Level: 2 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
0" + Tab after: 0.5" + Indent at: 0.5"

- 18.3 Any Employee denied the opportunity to work overtime because of the Employer's failure to comply with the requirements of paragraphs 1 or 2 of this Article shall, after the first such occurrence reported by the aggrieved Employee or the Union be given the opportunity, within thirty (30) working days after such report, to work an amount of overtime equal to that which ~~he/shethey was-were~~ denied as a result of the Employer's violation of such provisions, and if the Employee chooses to work such overtime, ~~he/shethey~~ shall be paid for such overtime an amount equal to what ~~he/shethey~~ would have earned if ~~he/shethey~~ had actually worked the overtime which ~~he/shethey~~ had been denied; in the case of any subsequent occurrence affecting the same employee which is within twelve (12) months of the first or any subsequent occurrence affecting such employee, the Employee shall be paid an amount equal to what ~~he/shethey~~ would have earned if ~~he/shethey~~ had actually worked the overtime that ~~he/shethey was-were~~ denied. Makeup overtime allowed under this paragraph may be worked at any time mutually agreed to by the employee and the Executive Director within the thirty (30) day period. Makeup overtime assigned to any Employee pursuant to this paragraph shall not be subject to the provisions of paragraph 2 of this article.
- 18.4 The Employer and Union agree with the principle that seniority shall be a factor in making any assignments.
- 18.5 The Employer agrees to furnish the Union with up-to-date lists every twelve (12) months upon request showing the present seniority of each employee, and to post a copy of such lists on employer bulletin boards.
- 18.6 When calculating job title seniority, the following criteria shall be used:
- a. An employee who is reassigned to a higher job title shall have ~~his/hertheir~~ seniority date changed to the effective date of the reassignment.
 - b. An employee who is reassigned to a position at the same salary range shall retain ~~his/hertheir~~ previously established seniority date.
 - c. Ties shall be broken as provided by Article 37.1(e)
- 18.7 This article shall not be construed to affect in any way the provisions contained in Article 37 regarding the layoff of employees.

ARTICLE 19 - HOSPITAL-MEDICAL & DENTAL INSURANCE

- 19.1 During the period of this Agreement, the Employer will offer to Employees the hospital-medical benefit plan, known as Plan 3A, containing the level of benefits as defined and designed by the City of Duluth.

- a. The Employer agrees to pay 80% of the monthly premium for family hospital-medical benefit Plan 3A.
 - b. The Employer agrees to pay for the employees without claimed dependents 100% of the monthly premium for single hospital-medical benefit Plan 3A. Effective January 1, 2017, the Employer agrees to pay for the Employees without claimed dependents 90% of the monthly premium for single hospital-medical benefit Plan 3A.
 - c. The Employer shall deduct from each eligible and enrolled Employee's salary or wages the amount by which the monthly premium cost of the Employee's hospital medical plan coverage exceeds the Employer's contribution.
 - d. Effective January 1, 2017, for each eligible Employee who has been continuously employed by the Employer for sufficient time as to be eligible for the Employer's hospital-medical benefit plan, the Employer shall make the following amounts available to the Employee for contribution to the Employer's Internal Revenue Code Section 125 cafeteria plan program:
 1. \$304 per month for each eligible Employee electing single hospital-medical benefit Plan 3A coverage ~~or declining single hospital-medical Plan 3A coverage (must provide proof of other coverage which meets the Affordable Care Act's minimum essential coverage requirements)->).~~
 2. \$170 per month for each eligible Employee electing family hospital-medical benefit Plan 3A ~~coverage;coverage.~~
 3. Amounts contributed to a Part-Time ~~Secretary-Bookkeeper~~Employee as described in Article 47 shall be calculated at 50% of the ~~full-time~~full-time rate in subsections (1)-(2) above.
 - e. Hospital-medical and dental insurance monthly premiums shall be established by the Duluth Joint Powers Enterprise Trust Board of Trustees by November 1 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months. Upon request, the Employer shall provide the union with all costs and utilization figures used to determine the insurance premiums.
- 19.2 Hospital-medical benefit plan coverage shall become effective the first of the month following date of hire.
- 19.3 The dependents of a deceased Employee shall receive hospital-medical insurance to the same extent as active employees. A surviving spouse's coverage eligibility ceases when the spouse dies or remarries.
- 19.4. Joint Powers Enterprise, Joint Self-Insurance Pool and Trust.

- a. The parties acknowledge the Employer ~~operates~~, operates on a joint basis with the HRA, DECC and City of Duluth, one or more self-insured group health plans pursuant to the provisions of Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785 for the purpose of providing health care benefits to eligible and enrolled Employees and their beneficiaries as described in Article 19.1 above.
 - b. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the administration of the Pool and Trust complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.
 - c. The Employer agrees to transfer and deposit monthly all premiums as described in Article 19.1 (a) and (b) into the Trust. Monies in the Trust shall only be expended for payment of participant health care benefit expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the Employer's health care and dental care programs, and other health-related expenses. Expenses made pursuant to the Worker's Compensation laws, the cost of physical exams of, or medical services for, Employees which exams or services are required by the City or another governmental agency shall not be eligible expenses paid from the Trust. Any funds expended from the Trust that are later determined by the Employee Benefits Administrator or through court action, arbitration, or mediation to have been more correctly charged to Worker's Compensation shall be promptly reimbursed to the Trust. Reimbursements received by the Employer from stop loss insurance shall be promptly deposited in the Trust.
 - d. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of reserves of the Pool complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.
 - e. If monies in the Trust are at any time insufficient to pay the expenses described in this Article, the Employer shall provide sufficient monies to such Trust as required by the Board of Trustees to cover the deficit.
- 19.5. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of premium rates for the group health insurance plans of the Pool, a.) complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended and b.) provides for an amount of premiums for the Trust for its fiscal year that is sufficient to provide for 1) the payment of expected health care claims for the current fiscal year, 2) a reasonable and appropriate reserve necessary to cover incurred and unreported claims, stop-loss liabilities, and other potential claims and liabilities, 3) stop-loss

Formatted: Indent: Left: 0.5", Hanging: 0.25"

and other necessary insurance costs, 4) contract costs for third party claims administrator services, and 5) other administrative costs of the Pool as determined by the Board of Trustees to be necessary for administration of the Pool.

- 19.6 a. Dental Insurance. The Employer agrees to make dental care coverage available to all eligible Employees. The Employer agrees to pay the entire cost of low option for single coverage for each Employee. All Employees shall receive such dental insurance coverage on the first day of the month following the date of hire. The Employer and the Union agree that any change in such coverage shall only be done through negotiations. The maximum annual coverage for the low single option shall be \$1,000.
- b. Employees have the additional options to increase their annual dental insurance maximum benefit to \$2,000 and/or elect family dental coverage. The Employee must pay the additional cost (increase in monthly premium) above what the Employer provides in Article 19.6(a).

Formatted: No underline

Formatted: Indent: Left: 0", Hanging: 0.75", Tab stops: 0.5", Left + 0.75", Left

Formatted: Not Expanded by / Condensed by

ARTICLE 20 - HOSPITAL-MEDICAL & DENTAL INSURANCE – RETIRED EMPLOYEES

- 20.1 Any Employee hired before January 1, 2007, who retires from employment with the Airport Authority after January 1, 1983, after having been continuously employed by the Airport Authority for a minimum of fifteen (15) years and for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association, and who is currently receiving a retirement or disability pension from any such fund, shall receive hospital-medical benefit plan coverage to the same extent as active employees under Plan 3A subject to the following conditions and limitations:
- a. Except as provided in Article 20.4, the Employer agrees to pay the full cost of the monthly premium consistent with that provided active employees for the eligible retiree electing single hospital-medical benefit plan coverage.
- b. Except as provided in Article 20.4, the Employer agrees to pay 80% of the monthly premium consistent with that provided active employees for the eligible retiree electing family hospital-medical benefit plan coverage
- c. Such hospital-medical benefit plan coverage shall be, subject to the limitations and requirements of Article 20.2 and 20.3, for the life of the retiree, but if the retiree dies before ~~his/her~~their spouse, such coverage eligibility shall continue for such spouse, subject to the limitations and requirements of Article 20.2 and 20.3 until ~~he/she~~they dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.

d. Retired employees may enroll in dental insurance coverages offered to current Employees at their own expense.

20.2 Any Employee who retires from employment with the Duluth Airport Authority after January 1, 1983, seeking benefits pursuant to this Article and who is 65 years of age or older, or meets any condition that qualifies ~~him/her~~^{them} to be eligible for Medicare Coverage A and B must obtain it or lose any benefits hereunder. This language applies to the retired employee as well as any qualified dependent(s). The Duluth Airport Authority may provide a 65 or older health insurance program in accordance with Article 20.1 in lieu of health care coverage provided active employees, except that the health insurance program, when combined with Medicare, will provide coverage no less than the coverage provided active employees. The health insurance program may be fully insured or self-insured at the option of the Duluth Airport Authority.

20.3 If any such covered retiree or spouse becomes the beneficiary of any hospital-medical coverage provided by another employer in connection with such retiree's or spouse's employment by or retirement from employment by another employer, the Duluth Airport Authority's obligation to provide the coverage indicated herein shall be only to the extent that the Duluth Airport Authority's coverage exceeds such other coverage.

20.4 Any Employee hired on or after January 1, 2007, who retires from DAA employment after having been Continuously Employed by the Employer for a minimum of fifteen (15) years and for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association (PERA), and who is currently receiving a retirement or disability pension from PERA, may elect to enroll in the Employer's hospital-medical plan offered to active Employees. The Employer shall contribute \$250.00 monthly toward the total monthly premium cost for eligible retirees electing the single Plan 3A hospital-medical benefit plan coverage, and \$500 monthly toward the total monthly premium for eligible retirees electing family Plan 3A hospital-medical benefit plan coverage.

ARTICLE 21 – PERSONAL LEAVE

21.1 Employees shall receive four (4) days of personal leave with pay each calendar year, to be taken at a date and time approved by the Employer. ~~Probationary Employees earn personal leave days but may not use them during their probationary period.~~ Personal leave days not used by Employees before December 31 may not be cashed out or carried over for use in the next year. However, Probationary Employees may carryover personal days for use in the next year.

Commented [JB2]: Leaving this sentence in because we don't want an employee hired in December to lose their time if unable to take it.

ARTICLE 22 - PAY PERIODS

- 22.1 Employees shall be paid every two (2) weeks, and payment for each such two-week period shall be made not later than the Friday next following such two-week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two-week period shall be determined by multiplying the employee's basic hourly rate by seventy-five (75) in the case of employees whose normal work week is thirty-seven and one-half (37.5) hours and by eighty (80) in the case of employees whose normal work week is forty (40) hours. Payment will be made by electronic deposit only and Employees are required to participate in direct deposit. The Employer will provide reasonable electronic access to deposit information in lieu of paper paystubs. Work time or leave time may be recorded using either a decimal system or an hours and minutes system, whichever is most convenient for the payroll office.

ARTICLE 23 - REST PERIODS

- 23.1 Except as provided herein, a rest period of fifteen (15) minutes shall be permitted during each one-half (1/2) Shift. Such rest period will be given at such time as is established by the appropriate supervisor.

ARTICLE 24 - HOLIDAYS

- 24.1 Except as otherwise provided herein, Employees shall receive ~~full time~~full-time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Washington's & Lincoln's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Christopher Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve (December 24) and Christmas Day (December 25), as such holidays are defined in Minnesota Statutes, Section 645.44, Subd. 5 collectively "Holidays").
- 24.2 All employees shall receive time off for the above described Holidays, except if an employee is required to work such holiday, such employee shall, in lieu of receiving time off on such holiday, and in addition to ~~his/her~~their regular pay for such holiday, be compensated at the rate of two (2) times ~~his/her~~their current basic hourly rate for each hour worked on such Holidays. When the observed Holiday is different than the actual Holiday (i.e., July 4th falls on a Saturday so the observed holiday is Friday, July 3), Employees will be paid pursuant to this Section for working on either the actual or observed Holiday, but only one Holiday if they work both. Employees may not earn compensatory time off in lieu of payment for working on Holidays.
- 24.3 Employees shall not also receive overtime pay for working on Holidays.
- 24.4 Employees who cannot get to work because of a snow emergency may use vacation, personal leave, or compensatory time. Employees must notify the Employer prior to the start of work.

ARTICLE 25 - VACATION

- 25.1 Employees who have been Continuously Employed shall accumulate paid vacation in accordance with the following schedule:

Yrs <u>Yrs.</u> of Continuous Employment	Hrs <u>Hrs.</u> /Pay Period	Total
Hrs <u>Hrs.</u> /Year		
Commencing 0 through 5 yrs <u>yrs.</u> (inclusive)	3.69	96.00
Commencing 6 through 11 yrs <u>yrs.</u> (inclusive)	5.54	144.00
Commencing 12 through 20 yrs <u>yrs.</u>	7.09	184.32
Over 20	8.64	224.64

- 25.2 During any calendar year, there shall be no limitation ~~to~~^{on} the amount of vacation time that any employee may accumulate. However, as of the end of the day on December 31 of each year, employees may only accumulate and carryover into the next year the following maximum amount of vacation hours:

Amount of Accumulated Hours as of December 31 of each year

Yrs ^{Yrs.} of Continuous Employment	Max Hours
Commencing 0 through 5 years (inclusive)	144
Commencing 6 through 11 years (inclusive)	216
Commencing 12 through 20	280
Over 20	336

- 25.3 ~~Employees shall earn but shall not be eligible to use paid vacation during their initial six (6) months of employment.~~ Use of vacation must be pre-approved by the Employer. Employees may utilize unpaid vacation during their initial six (6) months of employment with prior approval of the Employer.
- 25.4 In the event of death of any Employee, any vacation time accumulated to the credit of such deceased Employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, and its successors.

ARTICLE 26 - SICK LEAVE

- 26.1 Any employee hired on or before April 19, 2005, who has been continuously employed by the Airport Authority for not less than six (6) months shall be deemed to have 960 hours of sick leave with full pay (paid sick leave). Once an employee uses any sick leave, sick leave shall then accrue up to a maximum of 960 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. Any employee hired after April 19, 2005, but before January 1, 2007, who has been continuously employed by the Airport Authority for not less than six (6) months shall accrue 4 hours of paid sick leave per pay period up to a maximum of 480 hours of paid sick leave. Once an employee uses any sick leave, sick leave shall accrue up to a maximum of 480 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. Any employee hired on or after January 1, 2007, who has been continuously employed by the Airport Authority ~~for not less than six (6) months~~ shall accrue 4 hours of paid sick leave per pay period up to a maximum of 240 hours of paid sick leave. Once an employee uses any sick leave, sick leave shall accrue up to a maximum of 240 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. ~~The minimum requirement of six months shall not be applicable in connection with any illness or injury arising out of and in the course of employment by the Airport Authority.~~ Employees unable to report for duty for any of the reasons specified in Section 3 of this Article shall immediately report such fact to their immediate supervisor. To qualify for paid sick leave, the Employee must report sick leave prior to or within

the first thirty (30) minutes of their Shift, but must immediately report off when leaving their worksite.

- 26.2 When an Employee's use of sick leave reasonably appears to be unjustified, the Executive Director may request that the Employee provide a physician's explanation to justify subsequent absences. The request shall be in writing and shall state the reason for the request. The Executive Director's request, in and of itself, shall not be considered disciplinary action. The failure of the Employee to provide the physician's written explanation shall preclude the Employee from further use of paid sick leave for that incident and may be cause for disciplinary action. If disciplinary action results from the use of this article, the discipline shall be taken under the Suspensions, Removal article of this Agreement. The Executive Director's written request shall be reviewed at least every six (6) months from the date it is written, and if sufficient improvement has been made to justify the removal of the letter from the Employee's file, it shall be removed.
- 26.3 The Executive Director may, for work-related reasons stated in writing to the Employee, require an employee to submit to medical examination, paid for by Employer, to determine an Employee's medical fitness to do tasks of employment or to attend work. Employee may refuse the first employer recommended doctor. The doctor will report only medical information relevant to the fitness for duty information request.
- 26.4 For purposes of this Article, sick leave is defined to mean the absence of an Employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, or death in the immediate family of the employee; provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the Workers' Compensation laws of any state, other than regular employment by the Employer.
- 26.5 Sick leave may be utilized pursuant to Minnesota Statute §181.9413. For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal dependent, or ward of the employee, and any parent or grandparent of the Employee's spouse.
- a. Illness in Family. Sick leave may be utilized pursuant to Minnesota Statute §181.9413.
- b. Funeral Leave. Upon request, a maximum of five (5) days of paid sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of three (3) days of paid sick leave shall be granted

if the distance to the location of the funeral is less than five hundred (500) miles from Duluth.

- c. Absence for any funeral of other than a member of the immediate family may be granted on paid sick leave, at the discretion of the supervisor, and shall not exceed one-half (1/2) workday.
- d. Medical Appointments. An employee must obtain prior approval from the Executive Director for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to ~~his/her~~their normal working hours, after work, or on a day off.
- e. Paid Sick Leave on Vacation. Paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Executive Director a certificate, signed by the physician, indicating the number of days the employee was actually confined to ~~his/her~~their home or hospital. The employee will then receive paid sick leave for those days spent confined. If the employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation.

26.6 Whenever an employee is absent on sick leave in excess of three (3) consecutive working days, the Executive Director shall direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.

26.7 Temporary Disability. Any Employee who will be temporarily disabled for a period in excess of ten (10) working days may be offered an assignment at such employee's present rate of pay by the Airport Authority in ~~his/her~~their present or lower classification the duties of which the employee is able to perform.

If the Airport Authority is not able to provide the Employee such assignment, the employee may continue to remain on paid sick leave. If the assignment is refused by the employee, and justification for the refusal is not provided by the employee's physician, paid sick leave will be denied. Recognizing the varieties of illnesses and injuries and the employee's ability to do the assigned work, each case will be evaluated on an individual basis. In case of dispute, the Employer may use its own physician in making the determination. The Employer reserves the right to review the assignment after every twenty (20) working days and to reassign the employee to ~~his/her~~their regular duties or extend the period of assignment. The

employer may modify job duties or equipment to accommodate an injured or disabled employee's medical restrictions.

- 26.8 Permanent Non-Duty Disability. An Employee who has a permanent non-duty disability, which prevents him/her/them from performing the duties of his/her/their job title, may request an investigation by the Personnel Committee for a determination of what duties he/she/they may perform and the proper job title these duties fall under. The committee may then recommend to the Executive Director that a recommendation of demotion to the new job title be made.

The Employee may be assigned or transferred temporarily to a lower job title as provided in Section 5 above until the Executive Director takes final action, provided that such assignment shall not result in the denial of promotion to, or the layoff of, an employee.

- 26.9 Employee Assistance Program. Any approved absence for participation in the Employee's Assistance Program shall be allowed as paid sick leave. When the employee is under the Family Involvement Program, and it requires the spouse and/or the parent of the chemically dependent person to participate in the program, that time spent by the Employee to participate in this program shall be allowed as paid sick leave. As in the case with other paid sick leave, the employee must report off sick and report the purpose for the use of such paid sick leave, but it will not be necessary for him/her/them to go into details.

- 26.10 Any Employee removed from the payroll through the operation of this article, if he/she/they files with the Executive Director at least once every three (3) months a statement from a physician which indicates that he/she/they is unable to perform the duties of his/her/their position shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her/their position upon filing with the Executive Director a statement signed by a physician which indicates that he/she/they is physically fit to perform the duties of his/her/their position, and the physician for such latter statement shall be chosen and compensated by the Employer.

ARTICLE 27 – BLANK ARTICLE

ARTICLE 28 - WORKERS' COMPENSATION

- 28.1 Employees who suffer an injury compensable under the Workers' Compensation Act and are absent from work as a result thereof, shall be paid a total amount by the Employer and/or its Worker's Compensation claims third-party insurer during such absence equal to the difference between the amount they receive pursuant to the Workers' Compensation Act and the amount they would have received if they were regularly employed, subject to the following:

For each day of absence, the Employee shall be charged for one-third (1/3) of a day of sick leave. When the Employee's sick leave and vacation time have been exhausted, ~~he/she~~they shall no longer receive any salary from the Employer while absent from work.

ARTICLE 29 - JURY DUTY

- 29.1 Employees shall receive a leave of absence with pay for any required appearance for jury duty; provided, however, that if an Employee is released from such duty prior to the expiration of his/her/their normal ~~work day~~workday, ~~he/she/they~~ shall immediately return to his/her/their job and continue his/her/their duties as an employee.

ARTICLE 30 - LEAVES OF ABSENCE

- 30.1 Any Employee who is mentally or physically incapacitated to perform his/her/their duties or who desires to engage in a course of study such as will increase his/her/their usefulness on his/her/their return to the Airport Authority, or who for any reason considered good by the Executive Director desires to secure leave from his/her/their regular duties, may, on written request approved by the Executive Director be granted special leave of absence without pay for a period not exceeding one (1) year.
- 30.2 Any Employee asking for special leave without pay shall submit his/her/their request in writing, at least fifteen (15) calendar days prior to the date the Employee desires the leave, stating the reasons why in the employee's opinion the request should be granted, the date when the employee desires the leave to begin and the probable date of the employee's return.
- 30.3 The Executive Director shall respond within five (5) calendar days of the request for each special leave of absence without pay in writing, stating if the leave is to be approved, whether the employee granted such leave shall be entitled to his/her/their former position upon the employee's return from such leave or whether his/her/their name shall be placed on a re-employment list for the former position.
- 30.4 No leaves without pay will be granted until the employee has used all accumulated vacation and accrued compensatory leave.
- 30.5 No benefits or seniority shall be lost by the employee during leaves of thirty (30) calendar days or less. No benefits or seniority shall be accrued after the first thirty (30) calendar days of any leave.
- 30.6 Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by the Executive Director.
- 30.7 Any employee, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be granted a leave of absence for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position, subject to Section 8 below.

- 30.8 Reinstatement of any employee on military leave of absence shall be at the same salary which ~~he/she/they~~ would have received had ~~he/she/they~~ not taken such leave and shall be upon the following conditions:
- a. That the position has not been abolished.
 - b. That the employee is not physically or mentally disabled from performing the duties of such position.
 - c. That ~~he/she/they~~ makes written application for reinstatement to the Executive Director within ninety (90) days after termination of such service.
 - d. That ~~he/she/they~~ submits to the Executive Director an honorable discharge or other forms of release by proper authority indicating that ~~his/her/their~~ military or naval service was satisfactory.
- 30.9 Upon reinstatement of any employee who has been on military leave of absence, said employee shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave, and other benefits as if ~~he/she/they~~ had been actually employed during the time of such emergency.
- 30.10 Military leave of absence shall be granted with pay for up to fifteen (15) days per year as required by Minnesota and federal law. Where possible, all military leaves with pay shall be taken while the employee is not working, and no employee under this agreement shall request of the military unit to which the employee is assigned, or the Commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the employer during the time the employee is working.
- 30.11 As required by the Minnesota Public Employees Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A, the Employer shall afford reasonable time off to any employee who is an elected officer or appointed representative of the Union, for the purposes of conducting the duties of the Union, and shall, upon request, provide a leave of absence to any employee who is an elected or appointed official of the Union or who is appointed to its staff.
- 30.12 Any employee who is on leave of absence for the purpose of serving as an officer or representative of the Union shall, upon the request of such employee, receive ~~his/her/their~~ regular pay from the Employer while on such leave; however, the Employer shall submit to the Union an invoice for reimbursement of an amount based on such employee's gross hourly rate of pay for such leave, and the Union shall then reimburse the Employer for such amount. The Union shall defend the Employer against any claim for any injury, damage or loss which arises out of and within the scope of such service, and shall indemnify the Employer for any such

injury, damage or loss, but such obligation to defend and indemnify the Employer shall not extend to the Employer's obligations to provide paid sick leave under Article 26. No such employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of thirty (30) working days in any calendar year.

ARTICLE 31 - TRANSFERS OF EMPLOYEES, POSTING OF VACANCIES,
PROMOTIONS, PROBATION, SERVICE RATINGS

31.1 Postings. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards and employees shall be given seven (7) working days to make applications for such positions. The most senior qualified employee making application shall be awarded the position. If no employee applies to fill a vacancy, the Executive Director may assign an employee to fill the vacancy subject to the employee's approval. If no employee is qualified or if no employee accepts the assignment, the Executive Director may seek a new employee to fill the vacancy.

31.2 Promotion. Promotions shall be defined as the change of an employee from a position of one job title to a position in another job title which requires the performance of more responsible duties and for which a higher rate of pay is prescribed. Senior qualified employees shall be promoted to vacancies and newly created positions before any new employees. Ability, training, experience and examination requirements shall be the same for "promotional" or "open" positions. Requirements for existing positions with the Authority and for examination for these positions will be those developed by the Employer and copies furnished the union.

31.3 An employee shall serve as an Airport Maintenance I four (4) years and be promoted to an Airport Maintenance II upon passing an Airport Maintenance II test.

If there is a need for Airport Maintenance II and no Airport Maintenance I has completed four (4) years in that grade, the Executive Director shall determine if there is an Airport Maintenance I qualified by prior experience to be eligible to take the Airport Maintenance II exam. The Executive Director's determination may be appealed to the Airport Authority Board in writing.

An employee shall serve four (4) years as an Airport Maintenance I and seven (7) years as an Airport Maintenance II to be eligible to ~~promote~~be promoted to an Airport Maintenance III. An Airport Maintenance II must pass a test before being promoted to an Airport Maintenance III.

If there is no opening for Airport Maintenance III, an Airport Maintenance II, after completing thirteen and one-half (13-1/2) years of service as an Airport Maintenance II, shall be eligible to take a test for Airport Maintenance III position. Upon passing of this test, the employee shall become an Airport Maintenance III, subject to the following limitation:

There will be a maximum of two (2) Airport Maintenance III positions unless the Airport Authority determines a need for more positions.

If there is a need for Airport Maintenance III and no Airport Maintenance II has completed seven (7) years in that grade, the Executive Director shall determine if there is an Airport Maintenance II qualified by prior experience to be eligible to take the Airport Maintenance III exam. The Executive Director's determination may be appealed to the Airport Authority Board in writing.

Employees that wish to apply to transfer between "Airside and Fleet" or "Facilities and Landside" positions during an open vacancy shall be approved by the Executive Director or Designee. While transferring between departments is ideal, the required skill sets and training of each department are unique and must be taken in to consideration. These transfers are not guaranteed.

Formatted: Indent: Left: 0", Hanging: 0.5", Tab stops: 0.5", Left + Not at 0"

~~31.4 An employee placed in the position of Building and Grounds Coordinator shall be paid at the rate of pay range 24. After seven (7) years of service he/she shall advance to the pay range 26.~~

31.4.31.4 Probation. All new employees appointed to a position shall serve a probationary period of one year, during which time they can be discharged without cause. Written notification of termination shall be provided to the employee. An employee may not take any promotional examination while ~~he/she/they~~ is/are in an original probationary period.

31.4.31.5 A promoted employee will be subject to a six-month probation period. A transferred employee will be subject to a one-year probation period. (A transfer is a change in jobs that is not a promotion or a demotion.) However, the promoted or transferred employee has thirty (30) days to determine whether ~~he/she/they~~ wishes/wish to continue in a promoted or transferred status. Within that 30-day period, ~~he/she/they~~ may elect to return to ~~his/her/their~~ former position without loss of seniority or benefits. The Executive Director may at any time before the expiration date of the probationary period as fixed above, reject for cause, any person promoted or transferred provided that the Executive Director shall forthwith report to the employee and the Union in writing each rejection on probation status, starting the date the rejection becomes effective and the reasons for this rejection. A person promoted or transferred and then rejected during the probation period shall have the right to assume the position from which ~~he/she/they~~ was/were promoted or transferred.

31.4.31.6 If an employee has been laid off or demoted without fault on ~~his/her/their~~ part, and has completed ~~his/her/their~~ probationary period and is appointed to a position in the same job title or another job title in which ~~he/she/they~~ has/have previously served a probation period, ~~he/she/they~~ shall not be required to serve a second probationary period. If an employee is laid off or demoted without fault on

~~his/her~~their part during the probationary period, and is appointed to the same job title from which ~~he/she/they was/were~~ laid off or demoted, the probationary period already served shall be carried over to the new appointment.

~~31.8~~31.7 Service Ratings. At least once a year, a service rating on each employee will be delivered to the Executive Director. The service ratings may include the quantity and quality of the work performed, the manner in which the work has been performed, attitude, enthusiasm, and willingness to progress. Other factors, as deemed appropriate for a particular assignment may be considered. The employee shall receive a copy of each service rating and confirm receipt of it by signing the rating. The employee's signature does not mean agreement with the rating. The employee shall have the right to appeal the rating to the Executive Director.

ARTICLE 32 - SUSPENSION OF EMPLOYEES

32.1 The Executive Director may for disciplinary purposes suspend without pay any employee from the performance of ~~his/her~~their duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year ~~on account of inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other for just cause.~~sufficient cause.

~~32.2~~ ~~If the Executive Director suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address. He/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 41 if he/she disagreed with the action of the Executive Director. Prior to suspending a permanent employee, the Executive Director shall offer the affected employee an informal pre-disciplinary (*Loude mill*) hearing with their option to include a Union representative, consisting of the following:~~

- ~~a. Oral or written notice of the charges against the employee;~~
- ~~b. A brief explanation of the evidence supporting the charges;~~
- ~~c. An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);~~
- ~~d. After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and~~
- ~~e. The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.~~

~~32.2~~

Formatted: List Paragraph, Left, No bullets or numbering, Tab stops: Not at 0"

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Indent: Left: 0.5"

Formatted: List Paragraph, No bullets or numbering

ARTICLE 33 - DEMOTIONS

- 33.1 Upon the request of an employee or by the Executive Director, an employee may be reclassified from a higher-paid to a lower-paid job title, which in the discretion of the Executive Director, the employee is eligible to fill.
- 33.2 ~~If the~~The Executive Director ~~may demotes~~ an employee ~~for just cause, he/she shall give written notice of demotion which states the reasons, the effective date of the demotion, the job title and rate of pay of the position to which the employee is demoted. Provided, that the notice shall also advise the employee that he/she may grieve pursuant to Article 41 of this agreement if he/she does not agree with the Executive Director's action. The Executive Director may require said employee to leave the premises of the airport with pay pending his/her hearing before the Executive Director in this Article. Prior to demoting a permanent employee, the Executive Director shall offer the affected employee an informal pre-disciplinary (Loudemill) hearing with their option to include a Union representative, consisting of the following:~~
- a. ~~Oral or written notice of the charges against the employee;~~
 - b. ~~A brief explanation of the evidence supporting the charges;~~
 - c. ~~An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);~~
 - d. ~~After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and~~
 - e. ~~The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.~~

Formatted: Indent: Left: 0.5"

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

ARTICLE 34 - REMOVAL OF EMPLOYEES

- 34.1 Except as provided in Article 38, any Employee who has completed ~~his/her~~their probation period may be removed only for just cause upon written charges ~~and after an opportunity to be heard by the Executive Director in his/her own defense and may at his/her request be represented by a union representative; provided, that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service. Provided, further, however, that in the event the Executive Director determines, in his sole discretion, that the continued presence of any employee proposed to be removed on the airport premises would be inimical to the best interest of the Employer or of the public, T~~the Executive Director may require said employee to leave the premises of the airport with pay pending ~~his/her~~their hearing before the Executive Director in this Article. Prior to removing a permanent employee, the Executive Director shall offer the affected employee

an informal pre-disciplinary (*Loudemill*) hearing with their option to include a Union representative, consisting of the following:

- a. Oral or written notice of the charges against the employee;
- b. A brief explanation of the evidence supporting the charges;
- c. An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);
- d. After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and
- e. The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.

Formatted: Indent: Left: 0.5"

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

~~34.2 The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:~~

- ~~a. That the employee is incompetent or inefficient in the performance of his/her duties.~~
- ~~b. That the employee has been wantonly careless or negligent in the performance of his/her duties.~~
- ~~c. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.~~
- ~~d. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.~~
- ~~e. That the employee has some permanent or chronic or mental ailment or defect which incapacitates his/her for the proper performance of his/her duties.~~
- ~~f. That the employee has violated any lawful or official regulation or order or failed to obey any lawful and reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience or injury to the Airport Authority or to the public.~~
- ~~g. That the employee has taken for personal use a fee, gift or other valuable thing in the course of his/her work or in connection with it when such fee, gift or other valuable thing is given him/her by any person in the hope or expectation of receiving a favor or better treatment than that accorded other persons.~~

~~h. That the employee is engaged in a private business or in an outside trade or occupation when the duties of his/her position, as prescribed by law or regulation or by his/her official supervisor, require his/her entire time for their performance.~~

~~i. That the employee has failed to pay or make reasonable provision for the future payment of just debts when annoyance is caused his/her supervisor or employer because of such failure.~~

~~j. That the employee has been convicted of a criminal offense or of a misdemeanor involving moral turpitude.~~

~~k. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.~~

~~l. That the employee during his/her hours on duty has engaged in any form of political activity calculated to favor or improve the chances of any political party or any person seeking or attempting to hold political office or when not on duty has engaged in any political activity to such an extent that his/her efficiency during working hours has been impaired or that has caused him/her to be tardy or absent from his/her work.~~

~~m. That the employee has used or has attempted or caused to be used political influence in securing promotion, transfer, leave of absence, or increased pay.~~

~~34.3 The Executive Director shall provide the Employee a written notice of removal and charges.~~

~~34.4 Any charges made against any Employee shall state specifically the cause or causes enumerated in this Article or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of such employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the service" be considered for removal.~~

ARTICLE 35 - RESIGNATIONS

35.1 Any employee who wishes to resign in good standing shall give the Executive Director written notice of at least four (4) weeks, unless the Executive Director consents to ~~his/her~~their leaving on shorter notice.

35.2 Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Executive Director, withdraw ~~his/her~~their resignation in writing and be restored to the position vacated if it is still vacant or has been filled by a temporary employee; if it is not

thus available, ~~he/she/they~~ may have ~~his/her/their~~ name placed on the re-employment list for the appropriate job title.

- 35.3 Any employee who is absent from duty for three (3) consecutive business days without securing leave from ~~his/her/their~~ supervisor or without notifying ~~him/her/them~~ of the reason for ~~his/her/their~~ absence and the time when ~~he/she/they~~ expects to return, or who fails to notify the Executive Director of ~~his/her/their~~ readiness to resume ~~his/her/their~~ duties within three (3) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the Executive Director.

ARTICLE 36 - SEPARATION PAY

- 36.1 Employees who separate employment, shall be paid in full on the payroll covering the last day they actually worked for: their salary due, the value of accumulated, unused vacation and personal leave hours, and unused compensatory time off, such value to be calculated based on their Basic Hourly Rate at the time of their separation.

ARTICLE 37 - LAYOFFS

- 37.1 When it becomes necessary, because of lack of work or funds, or for other causes for which an employee is not at fault, to reduce the number of employees in a job title within a department, the following procedure shall apply:
- a. All temporary employees shall be laid off first.
 - (1) Permanent employees who are substituting in a vacant position shall, during any layoff affecting their permanent position or the position for which they are substituting, return to their permanent position.
 - (2) Permanent employees who are promoted and in the probation period shall, during any layoff affecting their permanent position or the position to which they were promoted, return to their permanent position.
 - (3) Permanent employees who are on a leave of absence shall, during any layoff affecting their position, return to their permanent position.
 - b. For purposes of layoff, seniority shall be determined by using the employee's original hire date from which ~~he/she/they~~ ~~have~~^{has} been continuously employed with the Airport Authority to determine the least senior.
 - c. During any layoff that affects a certified or non-certified apprenticeship or training program, all trainees or apprentices shall be laid off until such time

as the laid off journey person or an employee who has completed said program has been recalled or withdraws ~~his/her~~their name from said lists or who has been removed from said list according to Article 38, Sec. 6 and 7.

- d. Bumping: When an employee is laid off in a job title in the work force, ~~he/she~~they shall be permitted to exercise ~~his/her~~their seniority rights to bump (replace an employee with less seniority). Such employee may, if ~~he/she~~they so desires, bump any employee in the same or lower-paid job title in the same job series, provided the bumping employee has greater seniority than the employee whom ~~he/she~~they bumps, and such bumping shall be accomplished according to the following procedure:

(1) When a position in a series of job titles is eliminated, and where an employee is affected, the following bumping procedure shall apply:

(a) The employee in that position shall be given the option to bump by seniority (1.c.) into any position in the same job title. If an employee does not have sufficient seniority to maintain a position within ~~his/her~~their job title, ~~he/she~~they shall be given the option to bump any employee with less seniority in the next lower job title in that job series.

(b) The procedure as described in (Sec. e.1.a.) shall be followed in each lower job title until the least senior employees in the lowest job title in a series within the department ~~is~~are laid off.

(c) Any employee who chooses not to exercise ~~his/her~~their bumping rights shall be placed on the re-employment list.

(2) When a position that is not in a series of job titles is eliminated, the least senior (1.c.) employee in that job title shall be laid off.

- e. Seniority Ties. Where two (2) or more persons in a job title in which a layoff or reduction is to be made have equal seniority in a job title, the order of layoff or reduction in such tie cases shall be determined first by the total time in the job title and second by total time employed by the Authority. If a tie still exists, seniority shall be determined by a toss of a coin.

37.2 For the purpose of this article, job title(s) shall be defined to mean the titles listed in Appendix ~~1~~1 of this agreement.

37.3 For the purposes of this article, all series of job titles shall be negotiated by the employer and the Union.

37.4 Demotions made in accordance with this article are not subject to the requirements contained in Article 33 - Demotions, but are subject to the grievance procedure, Article 41.

37.5 The Executive Director shall notify in writing the employee or employees to be laid off at least ten (10) working days prior to ~~actual~~the actual layoff and shall forthwith transmit to the Union the names of those so notified.

ARTICLE 38 - RE-EMPLOYMENT LIST

- 38.1 The name of any employee who has been laid off shall be placed on a re-employment list. The Executive Director shall enter on the appropriate re-employment list(s), as provided for in this article, the name(s) of those employees eligible for re-employment and who desire to be re-employed when vacancies occur in the job title(s). The Union shall receive copies of all such ~~lists, and lists~~ and shall be notified of any changes on said lists.
- 38.2 The name(s) of any laid off employees shall be arranged on the re-employment list(s) in the following manner:
- a. A list by job title and the department from which the employee was laid off and by arranging said employees name by total seniority with the Airport Authority.
 - b. A list of any lower job title(s) that has been determined to be part of the same job series, as provided for in Article 37, and by arranging said ~~employee~~employees name by total seniority with the Airport Authority.
- 38.3 Employees shall be recalled from the re-employment list according to the following procedure:
1. Sec. 38.2a~~A~~ shall be followed first.
 2. Sec. 38.2b~~B~~ shall be followed second.
- 38.4 Employees who have or could be placed on the re-employment list by other articles of this agreement shall have their name placed on appropriate lists as provided for in this article.
- 38.5 To determine if any employee is interested in remaining on such re-employment list(s), the Executive Director shall, on or about the anniversary date of the layoff and when a position becomes available, contact by certified mail each employee who has not been re-employed. Employees shall have fourteen (14) calendar days to respond by certified mail to the Executive Director if they are interested in accepting a position or if they are still interested in remaining on a reemployment list.
- 38.6 The Executive Director may remove an employee's name from the re-employment list for a position in the job title from which the employee was originally laid off if:
1. The employee indicates ~~he/she~~they is/are no longer interested in said position; or,
 2. The employee refuses to accept an appointment for such position without giving a satisfactory reason. Employees refusing to accept an appointment for a

Formatted: Indent: Left: 0.5", Hanging: 0.25"

position in a lower job title than the one from which the employee was originally laid off shall have their names removed from such lower list.

ARTICLE 39 - EMPLOYEE SAFETY

- 39.1 The Employer agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The Employer shall furnish and maintain adequate safety equipment per OSHA and/or any other federal and Minnesota law. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them hereunder and comply with the safety, sanitary, and fire regulations issued by the Employer.

ARTICLE 40 - PERSONNEL AND LABOR-MANAGEMENT COMMITTEE

- 40.1 A committee consisting of one (1) representative of the Union and one (1) representative of the Airport Authority shall be established to meet and confer on the following functions during the period of this agreement:
- a. Issues: Unless otherwise stated below, all requests for job audits for the purpose of determining whether the specifications for a job title should be amended, whether certain positions should be reclassified to a different job title, or whether there is a need to establish a new job title to describe an existing position shall be reviewed by the Personnel Committee prior to staff audit work; and
 - b. Collaboratively addressing problems and developing plans for improving the relationships and operation of the organization.
- 40.2 Upon completion of audit work, a copy of the audit shall be sent to the union no later than fourteen (14) calendar days prior to the date it is scheduled on the Airport Authority agenda.
- 40.3 The Union and the Employer shall negotiate the pay rate for (a) any new or modified job specification or title resulting from a job audit; (b) any new position with a new title created unrelated to a job audit.

ARTICLE 41 - GRIEVANCE PROCEDURE

- 41.1 An employee or group of employees with a grievance shall, within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance through the Union in writing to the Executive Director.
- 41.2 The Executive Director shall present the Employer's position in writing to the employee or employees and the Union within seven (7) calendar days after receipt

of such grievance. The resolution of grievances settled by the procedure set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Union and the Employer.

- 41.3 If the grievance is not settled in accordance with the foregoing procedure, the Union may, within nine (9) calendar days after receipt of the reply of the Executive Director submit the grievance to arbitration by serving notice in writing of such submittal upon the Executive Director. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request a panel of seven (7) arbitrators from the Minnesota Bureau of Mediation Services. The parties shall each have the right to alternately strike one (1) name from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of ~~his/her~~their selection by a joint letter from the parties requesting that ~~he/she~~they set a time and a place for a hearing on the grievance, subject to the availability of the parties.
- 41.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. ~~He/she~~They shall consider and decide only the specific issue(s) submitted to ~~him/her~~them in writing by the ~~parties,~~
~~and parties and~~ shall have no authority to make a decision on any other issue not so submitted to ~~him/her~~them. More than one grievance may be heard by the same arbitrator by mutual agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit ~~his/her~~their decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon ~~his/her~~their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.
- 41.5 The decision of the arbitrator shall be final and binding upon the parties.
- 41.6 The ~~feefees~~ and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

- 41.7 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled based on the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.
- 41.8 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.
- 41.9 Access to all information necessary to the determination and processing of a grievance shall be made available to all participants to the fullest extent possible under applicable law.

ARTICLE 42 - UNION RIGHTS

- 42.1 All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. The Employer shall provide each new employee with a copy of this Agreement, together with a list of the officers of the Union, and designated steward in the employee's department. All new employees shall also be informed that a fair share fee in lieu of union membership may be charged by the Union as provided by state law.

ARTICLE 43 – BLANK ARTICLE

ARTICLE 44 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 44.1 The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to re-negotiation, except with the mutual consent of the parties.

ARTICLE 45 - DURATION OF AGREEMENT

- 45.1 This Agreement shall be effective as of January 1, -202~~30~~, and shall remain in full force and effect through December ~~31, 2023~~1, 2025~~2~~, and thereafter as provided by law.

ARTICLE 47- PART-TIME ~~SECRETARY BOOKKEEPER~~EMPLOYEES

- 47.1 The part-time ~~employee~~~~secretary-bookkeeper~~ is an employee who works ~~year round~~year-round, and who works approximately 20 hours per week. All paid leave ~~Vacation, personal leave, sick leave and holidays are~~is earned, or accrued, and capped at 50% of the ~~full-time~~full-time rate. ~~The deferred compensation benefit is paid by the Employer at 50% of the full-time rate.~~ The amount of the Employer paid life insurance benefit shall be 50% of the ~~full-time~~full-time employee's benefit. The part-time ~~secretary-bookkeeper~~employee may enroll in active health insurance and/or dental insurance but ~~he/she/they~~ shall pay half of the Employer's share of the premium and pay 100% of the employee's share of the premium (with no reduction for part-time), for the coverage selected, and all other Employer paid contributions shall be at 50% of the ~~full-time~~full-time rate. If the part-time ~~secretary-bookkeeper~~employee meets the length of service qualifications set forth in Article 20.1, then any Employer paid retiree health insurance benefit under Article 20 shall be at 50% of the ~~full-time~~full-time rate.

Formatted: Justified, Indent: Left: 0", Hanging: 0.5"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ~~January~~
~~24,~~December 20, 20220.

EMPLOYER

UNION

By _____
President, Duluth Airport Authority

-By _____
Authorized Representative
Local 66

By _____
Secretary, Duluth Airport Authority

-By _____
Field Representative
AFSCME Minnesota Council 5

By _____

Northern Field Director
AFSCME Minnesota Council 5

By _____

| _____

APPENDIX ~~14~~ – Job Title, Range/Steps

<u>Job Title</u>	<u>Range/Step</u>
Clerical Technician	117 A - 119E
Airport Executive Secretary Assistant	121 A - E
Airport Bookkeeper Finance Technician	121- A - E
Airfield Foreman/Maintenance Supervisor	28 A - E
Heavy Equipment Mechanic	27 A - E
Airport Maintenance III	26 A - E
Equipment Mntc. Specialist	25 A - E
Airport Maintenance II	24 A - 24F
Airport Maintenance I/ Building & Grounds Assistant	22 A - E
Part-Time Secretary Bookkeeper Finance Technician	119 A -
Part-Time Airport Security Specialist	119 A – E

Formatted: Tab stops: Not at 0"

APPENDIX 24 - Pay Schedule Effective January 1, 2023

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	43392	45318	47467	49393	51542	
	Monthly	3616	3777	3956	4116	4295	
	Hourly	20.8618	21.7877	22.8207	23.7467	24.7797	
23	Annual	45318	47467	49393	51542	54005	
	Monthly	3777	3956	4116	4295	4500	
	Hourly	21.7877	22.8207	23.7467	24.7797	25.9638	
24	Annual	47467	49393	51542	54005	56402	58983
	Monthly	3956	4116	4295	4500	4700	4915
	Hourly	22.8207	23.7467	24.7797	25.9638	27.1165	28.3574
25	Annual	49393	51542	54005	56402	58983	
	Monthly	4116	4295	4500	4700	4915	
	Hourly	23.7467	24.7797	25.9638	27.1165	28.3574	
26	Annual	51542	54005	56402	58983	61420	
	Monthly	4295	4500	4700	4915	5118	
	Hourly	24.7797	25.9638	27.1165	28.3574	29.5290	
27	Annual	54005	56402	58983	61420	64276	
	Monthly	4500	4700	4915	5118	5356	
	Hourly	25.9638	27.1165	28.3574	29.5290	30.9021	
28	Annual	56402	58983	61420	64276	67198	
	Monthly	4700	4915	5118	5356	5600	
	Hourly	27.1165	28.3574	29.5290	30.9021	32.3068	
29	Annual	58983	61420	64276	67198	70356	
	Monthly	4915	5118	5356	5600	5863	
	Hourly	28.3574	29.5290	30.9021	32.3068	33.8248	
117	Annual	39213	40929	42488	44283	46183	
	Monthly	3268	3411	3541	3690	3849	
	Hourly	18.8524	19.6776	20.4272	21.2901	22.2034	
118	Annual	40929	42488	44283	46183	48083	
	Monthly	3411	3541	3690	3849	4007	
	Hourly	19.6776	20.4272	21.2901	22.2034	23.1168	
119	Annual	42488	44283	46183	48083	50087	
	Monthly	3541	3690	3849	4007	4174	
	Hourly	20.4272	21.2901	22.2034	23.1168	24.0805	
120	Annual	44283	46183	48083	50087	52210	54712
	Monthly	3690	3849	4007	4174	4351	4559
	Hourly	21.2901	22.2034	23.1168	24.0805	25.1009	26.3040
121	Annual	50913	53468	56075	58669	61263	
	Monthly	4243	4456	4673	4889	5105	
	Hourly	24.4773	25.7056	26.9591	28.2062	29.4534	

Formatted: Normal

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	38784	40488	42420	44136	46056	
	Monthly	3232	3374	3535	3678	3838	
	Hourly	18.6462	19.4654	20.3942	21.2192	22.1423	
	Annual	40488	42420	44136	46056	48252	
23	Monthly	3374	3535	3678	3838	4021	
	Hourly	19.4654	20.3942	21.2192	22.1423	23.1981	
24	Annual	42420	44136	46056	48252	50400	52704
	Monthly	3535	3678	3838	4021	4200	4392
	Hourly	20.3942	21.2192	22.1423	23.1981	24.2308	25.3385
	Annual	44136	46056	48252	50400	52704	
25	Monthly	3678	3838	4021	4200	4392	
	Hourly	21.2192	22.1423	23.1981	24.2308	25.3385	
26	Annual	46056	48252	50400	52704	54888	
	Monthly	3838	4021	4200	4392	4574	
	Hourly	22.1423	23.1981	24.2308	25.3385	26.3885	
	Annual	48252	50400	52704	54888	57432	
27	Monthly	4021	4200	4392	4574	4786	
	Hourly	23.1981	24.2308	25.3385	26.3885	27.6115	
28	Annual	50400	52704	54888	57432	60048	
	Monthly	4200	4392	4574	4786	5004	
	Hourly	24.2308	25.3385	26.3885	27.6115	28.8692	
	Annual	52704	54888	57432	60048	62868	
29	Monthly	4392	4574	4786	5004	5239	
	Hourly	25.3385	26.3885	27.6115	28.8692	30.2250	
117	Annual	35040	36576	37968	39564	41268	
	Monthly	2920	3048	3164	3297	3439	
	Hourly	16.8462	17.5846	18.2538	19.0212	19.8404	
	Annual	36576	37968	39564	41268	42972	
118	Monthly	3048	3164	3297	3439	3581	
	Hourly	17.5846	18.2538	19.0212	19.8404	20.6596	
119	Annual	37968	39564	41268	42972	44748	
	Monthly	3164	3297	3439	3581	3729	
	Hourly	18.2538	19.0212	19.8404	20.6596	21.5135	
	Annual	39564	41268	42972	44748	46656	48888
120	Monthly	3297	3439	3581	3729	3888	4074
	Hourly	19.0212	19.8404	20.6596	21.5135	22.4308	23.5038
121	Annual	45492	47772	50112	52428	54744	
	Monthly	3791	3981	4176	4369	4562	
	Hourly	21.8712	22.9673	24.0923	25.2058	26.3192	

APPENDIX 344 - Pay Schedule Effective January 1, 20244

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	44260	46225	48416	50381	52573	
	Monthly	3688	3852	4035	4198	4381	
	Hourly	21.2790	22.2235	23.2771	24.2216	25.2753	
23	Annual	46225	48416	50381	52573	55085	
	Monthly	3852	4035	4198	4381	4590	
	Hourly	22.2235	23.2771	24.2216	25.2753	26.4831	
24	Annual	48416	50381	52573	55085	57530	60163
	Monthly	4035	4198	4381	4590	4794	5014
	Hourly	23.2771	24.2216	25.2753	26.4831	27.6589	28.9246
25	Annual	50381	52573	55085	57530	60163	
	Monthly	4198	4381	4590	4794	5014	
	Hourly	24.2216	25.2753	26.4831	27.6589	28.9246	
26	Annual	52573	55085	57530	60163	62649	
	Monthly	4381	4590	4794	5014	5221	
	Hourly	25.2753	26.4831	27.6589	28.9246	30.1196	
27	Annual	55085	57530	60163	62649	65562	
	Monthly	4590	4794	5014	5221	5463	
	Hourly	26.4831	27.6589	28.9246	30.1196	31.5202	
28	Annual	57530	60163	62649	65562	68542	
	Monthly	4794	5014	5221	5463	5712	
	Hourly	27.6589	28.9246	30.1196	31.5202	32.9529	
29	Annual	60163	62649	65562	68542	71763	
	Monthly	5014	5221	5463	5712	5980	
	Hourly	28.9246	30.1196	31.5202	32.9529	34.5013	
117	Annual	39997	41748	43338	45169	47107	
	Monthly	3333	3479	3612	3764	3926	
	Hourly	19.2295	20.0711	20.8357	21.7159	22.6475	
118	Annual	41748	43338	45169	47107	49045	
	Monthly	3479	3612	3764	3926	4087	
	Hourly	20.0711	20.8357	21.7159	22.6475	23.5791	
119	Annual	43338	45169	47107	49045	51089	
	Monthly	3612	3764	3926	4087	4257	
	Hourly	20.8357	21.7159	22.6475	23.5791	24.5621	
120	Annual	45169	47107	49045	51089	53254	55807
	Monthly	3764	3926	4087	4257	4438	4651
	Hourly	21.7159	22.6475	23.5791	24.5621	25.6029	26.8301
121	Annual	51931	54537	57196	59842	62488	
	Monthly	4328	4545	4766	4987	5207	
	Hourly	24.9669	26.2197	27.4982	28.7704	30.0425	

Formatted: Normal

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	39744	41508	43476	45240	47208	
	Monthly	3312	3459	3623	3770	3934	
23	Hourly	19.1077	19.9558	20.9019	21.7500	22.6962	
	Annual	41508	43476	45240	47208	49464	
24	Monthly	3459	3623	3770	3934	4122	
	Hourly	19.9558	20.9019	21.7500	22.6962	23.7808	
25	Annual	43476	45240	47208	49464	51660	54024
	Monthly	3623	3770	3934	4122	4305	4502
26	Hourly	20.9019	21.7500	22.6962	23.7808	24.8365	25.9731
	Annual	45240	47208	49464	51660	54024	
27	Monthly	3770	3934	4122	4305	4502	
	Hourly	21.7500	22.6962	23.7808	24.8365	25.9731	
28	Annual	47208	49464	51660	54024	56256	
	Monthly	3934	4122	4305	4502	4688	
29	Hourly	22.6962	23.7808	24.8365	25.9731	27.0462	
	Annual	49464	51660	54024	56256	58872	
30	Monthly	4122	4305	4502	4688	4906	
	Hourly	23.7808	24.8365	25.9731	27.0462	28.3038	
31	Annual	51660	54024	56256	58872	61548	
	Monthly	4305	4502	4688	4906	5129	
32	Hourly	24.8365	25.9731	27.0462	28.3038	29.5904	
	Annual	54024	56256	58872	61548	64440	
33	Monthly	4502	4688	4906	5129	5370	
	Hourly	25.9731	27.0462	28.3038	29.5904	30.9808	
34	Annual	35916	37488	38916	40560	42300	
	Monthly	2993	3124	3243	3380	3525	
35	Hourly	17.2673	18.0231	18.7096	19.5000	20.3365	
	Annual	37488	38916	40560	42300	44040	
36	Monthly	3124	3243	3380	3525	3670	
	Hourly	18.0231	18.7096	19.5000	20.3365	21.1731	
37	Annual	38916	40560	42300	44040	45876	
	Monthly	3243	3380	3525	3670	3823	
38	Hourly	18.7096	19.5000	20.3365	21.1731	22.0558	
	Annual	40560	42300	44040	45876	47820	50112
39	Monthly	3380	3525	3670	3823	3985	4176
	Hourly	19.5000	20.3365	21.1731	22.0558	22.9904	24.0923
40	Annual	46632	48972	51360	53736	56112	
	Monthly	3886	4081	4280	4478	4676	
	Hourly	22.4192	23.5442	24.6923	25.8346	26.9769	

APPENDIX ~~4V~~ - Pay Schedule Effective January 1, 202~~5~~2

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	45146	47149	49385	51389	53624	
	Monthly	3762	3929	4115	4282	4469	
	Hourly	21.7046	22.6679	23.7427	24.7060	25.7808	
23	Annual	47149	49385	51389	53624	56187	
	Monthly	3929	4115	4282	4469	4682	
	Hourly	22.6679	23.7427	24.7060	25.7808	27.0128	
24	Annual	49385	51389	53624	56187	58681	61366
	Monthly	4115	4282	4469	4682	4890	5114
	Hourly	23.7427	24.7060	25.7808	27.0128	28.2120	29.5030
25	Annual	51389	53624	56187	58681	61366	
	Monthly	4282	4469	4682	4890	5114	
	Hourly	24.7060	25.7808	27.0128	28.2120	29.5030	
26	Annual	53624	56187	58681	61366	63902	
	Monthly	4469	4682	4890	5114	5325	
	Hourly	25.7808	27.0128	28.2120	29.5030	30.7220	
27	Annual	56187	58681	61366	63902	66873	
	Monthly	4682	4890	5114	5325	5573	
	Hourly	27.0128	28.2120	29.5030	30.7220	32.1506	
28	Annual	58681	61366	63902	66873	69913	
	Monthly	4890	5114	5325	5573	5826	
	Hourly	28.2120	29.5030	30.7220	32.1506	33.6120	
29	Annual	61366	63902	66873	69913	73198	
	Monthly	5114	5325	5573	5826	6100	
	Hourly	29.5030	30.7220	32.1506	33.6120	35.1913	
117	Annual	40797	42583	44205	46072	48049	
	Monthly	3400	3549	3684	3839	4004	
	Hourly	19.6141	20.4726	21.2524	22.1502	23.1005	
118	Annual	42583	44205	46072	48049	50025	
	Monthly	3549	3684	3839	4004	4169	
	Hourly	20.4726	21.2524	22.1502	23.1005	24.0507	
119	Annual	44205	46072	48049	50025	52111	
	Monthly	3684	3839	4004	4169	4343	
	Hourly	21.2524	22.1502	23.1005	24.0507	25.0533	
120	Annual	46072	48049	50025	52111	54319	56923
	Monthly	3839	4004	4169	4343	4527	4744
	Hourly	22.1502	23.1005	24.0507	25.0533	26.1150	27.3667
121	Annual	52970	55628	58340	61039	63738	
	Monthly	4414	4636	4862	5087	5312	
	Hourly	25.4662	26.7441	28.0482	29.3458	30.6433	

Formatted: Normal

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
22	Annual	40740	42540	44568	46368	48396	
	Monthly	3395	3545	3714	3864	4033	
	Hourly	19.5865	20.4519	21.4269	22.2923	23.2673	
23	Annual	42540	44568	46368	48396	50700	
	Monthly	3545	3714	3864	4033	4225	
	Hourly	20.4519	21.4269	22.2923	23.2673	24.3750	
24	Annual	44568	46368	48396	50700	52956	55380
	Monthly	3714	3864	4033	4225	4413	4615
	Hourly	21.4269	22.2923	23.2673	24.3750	25.4596	26.6250
25	Annual	46368	48396	50700	52956	55380	
	Monthly	3864	4033	4225	4413	4615	
	Hourly	22.2923	23.2673	24.3750	25.4596	26.6250	
26	Annual	48396	50700	52956	55380	57660	
	Monthly	4033	4225	4413	4615	4805	
	Hourly	23.2673	24.3750	25.4596	26.6250	27.7212	
27	Annual	50700	52956	55380	57660	60336	
	Monthly	4225	4413	4615	4805	5028	
	Hourly	24.3750	25.4596	26.6250	27.7212	29.0077	
28	Annual	52956	55380	57660	60336	63084	
	Monthly	4413	4615	4805	5028	5257	
	Hourly	25.4596	26.6250	27.7212	29.0077	30.3288	
29	Annual	55380	57660	60336	63084	66048	
	Monthly	4615	4805	5028	5257	5504	
	Hourly	26.6250	27.7212	29.0077	30.3288	31.7538	
117	Annual	36816	38424	39888	41568	43356	
	Monthly	3068	3202	3324	3464	3613	
	Hourly	17.7000	18.4731	19.1769	19.9846	20.8442	
118	Annual	38424	39888	41568	43356	45144	
	Monthly	3202	3324	3464	3613	3762	
	Hourly	18.4731	19.1769	19.9846	20.8442	21.7038	
119	Annual	39888	41568	43356	45144	47016	
	Monthly	3324	3464	3613	3762	3918	
	Hourly	19.1769	19.9846	20.8442	21.7038	22.6038	
120	Annual	41568	43356	45144	47016	49008	51360
	Monthly	3464	3613	3762	3918	4084	4280
	Hourly	19.9846	20.8442	21.7038	22.6038	23.5615	24.6923
121	Annual	47796	50196	52644	55080	57516	
	Monthly	3983	4183	4387	4590	4793	
	Hourly	22.9788	24.1327	25.3096	26.4808	27.6519	

Formatted: None, Tab stops: Not at 0"

Formatted: Left

EMPLOYEE SENIORITY LIST

	<u>Employee Number</u>	<u>Hire Date</u>	<u>Seniority Date</u>
<u>Airfield Foreman</u>			
Paul Sinnott	568	10/20/97	06/30/08
<u>Maintenance Supervisor</u>			
Dan Taylor	938	06/04/01	05/02/04
<u>Airport Maintenance III</u>			
David Cooke	1296	05/17/04	04/01/17
Matthew Johnson	1243	03/29/04	07/01/13
<u>Airport Maintenance II</u>			
Michael Amlin	1416	10/18/04	10/18/08
Wayne Fichtner	1800	07/05/05	07/05/09
Roger Engelmeier	2983	11/17/08	11/17/12
Wade Cossalter	2368	08/13/12	08/13/16
Derek Anderson	4264	01/05/15	01/05/19
<u>Airport Maintenance I</u>			
<u>Secretary</u>			
Mary Ann Wittkop	647	06/24/96	01/01/00
<u>Part Time Secretary</u>			
<u>Bookkeeper</u>			
Helen Kallberg	2169	06/10/07	06/10/07
<u>Buildings and Grounds</u>			
<u>Assistant</u>			
John Orrey	4734	01/07/15	01/07/15
<u>Bookkeeper</u>			
<u>Clerical Technician</u>			

Formatted: Normal, Left

Formatted: Left

Formatted: Left

EMPLOYEE SENIORITY LIST

	<u>Employee Number</u>	<u>Hire Date</u>	<u>Seniority Date</u>
<u>Airfield Foreman</u> <u>Paul Sinnott</u>	<u>568</u>	<u>10/20/97</u>	<u>06/30/08</u>
<u>Maintenance Supervisor</u> <u>Dan Taylor</u>	<u>938</u>	<u>06/04/01</u>	<u>05/02/04</u>
<u>Airport Maintenance III</u> <u>Matthew Johnson</u> <u>Roger Engelmeier</u>	<u>1243</u> <u>2983</u>	<u>03/29/04</u> <u>11/17/08</u>	<u>07/01/13</u> <u>11/17/12</u>
<u>Airport Maintenance II – Airside & Fleet</u> <u>Wade Cossalter</u> <u>Derek Anderson</u>	<u>2368</u> <u>4261</u>	<u>08/13/12</u> <u>01/05/15</u>	<u>08/13/16</u> <u>01/05/19</u>
<u>Airport Maintenance II – Facilities & Landside</u> <u>John Orrey</u>	<u>4734</u>	<u>01/07/15</u>	<u>01/07/15</u>
<u>Airport Maintenance I – Airside & Fleet</u> <u>Tristan Durfee</u> <u>Justin Tibodeau</u> <u>Nathan Evens</u>	<u>6120</u> <u>5544</u> <u>6726</u>	<u>06/22/2020</u> <u>09/07/2021</u> <u>05/09/2022</u>	<u>06/22/2020</u> <u>09/07/2021</u> <u>05/09/2022</u>
<u>Airport Maintenance I – Facilities & Landside</u> <u>Michael Fellersen</u>	<u>6021</u>	<u>08/22/2022</u>	<u>08/22/2022</u>
<u>Executive Assistant</u> <u>Krista Busse</u>	<u>6897</u>	<u>11/07/22</u>	<u>11/07/22</u>
<u>Part Time Finance Technician & Part Time</u> <u>Airport Security Specialist</u> <u>Amanda McDonald</u>	<u>6486</u>	<u>09/06/2021</u>	<u>09/06/2021</u>

Formatted: Heading 1

Formatted: Centered

**City Attorney's Office**

Room 440
411 West First Street
Duluth, Minnesota 55802



218-730-5490



attorney@duluthmn.gov

MEMO

**To: Duluth Airport Authority President Kim Maki
Tom Werner, Duluth Airport Authority Executive Director**

From: Assistant City Attorney Steve Hanke

Date: December 12, 2022

RE: Proposed Revisions to Duluth City Code Chapter 4 (Airports)

The Duluth City Council has established an Ordinance Modernization Task Force. The directive of the Ordinance Modernization Task Force is to review and propose revisions to the Duluth City Charter and City Code that “bring the Duluth City Charter and Code up-to-date”. The Task force team is comprised of current Duluth City Councilors Hobbs, Awal, and Kennedy, as well as City Human Rights Officer Carl Crawford, Director of Administrative Services Ben Van Tassel, Chief Administrative Officer Noah Schuchman, and City Attorney Rebecca St. George.

The Ordinance Modernization Task Force will be reviewing the Duluth City Charter and City Code sequentially, starting with the Charter, and then Chapters 1-4 at this time. Chapter 4 regards airports.

City Attorney Rebecca St. George asked me to solicit any suggested revisions that the Duluth Airport Authority (DAA) has to Chapter 4. I collaborated with DAA staff to prepare and review the proposed Chapter 4 revisions attached to this memorandum. All revisions are subject to Duluth City Council approval via ordinance after a minimum of two readings (and public meetings). As of this date, the Ordinance Modernization Task Force has not yet provided any reports or recommendations to the Duluth City Council on the Duluth City Charter or Duluth City Code.

Most of the existing Chapter 4 was adopted by the Duluth City Council in 1975. The highlights of the proposed revisions are as follows:

- Establish Duluth Airport Authority control and ownership of all airport property where possible;
- Expand Chapter 4 to cover Duluth Sky Harbor Airport (and not only Duluth International Airport)

- Explicitly adopt and incorporate the Duluth International Airport Minimum Rules and Standards into Chapter 4 and provide that those Minimum Rules and Standards may be amended from time to time by the DAA;
- DAA staff with additional legal authority and options to enforce the Duluth International Airport Minimum Rules and Standards;
- Empower DAA staff with additional legal authority and options to adopt and enforce parking regulations, as well as recuperate parking enforcement costs by fines and other means;
- Explicitly provide for DAA authority to acquire property by eminent domain;
- Expand DAA authority to regulate smoking and designate other types of restricted areas; and
- Expand DAA authority over bowhunting and other City-regulated operations on airport property.

This list is not exhaustive, and it is important to note that other Chapters of the Duluth City Code do have provisions that directly or indirectly impact DAA operations.

Some examples are as follows:

- Duluth City Code Chapter 43– Sewers and Sewage Disposal, Section. 43-66. Rates and charges.
- Duluth City Code Chapter 50 (Unified Development Chapter), Section 50-41. Definitions.
- Duluth City Code Chapter 8 (Beverages), Division 2 (Alcoholic Beverage Code), Section 8-47. Duluth International Airport.

DULUTH CITY CODE

CHAPTER 4. AIRPORTS.

Article I. Repealed.

§§ 4-1 to 4-11. Repealed.

Article II. Rules and Regulations for Duluth Airports.

- 4-12. Applicability of article.
- 4-13. Repealed.
- 4-14. Operation of aircraft while under influence, etc., of alcohol or drugs.
- 4-15. Repealed.
- 4-16. Aircraft engines not to be started unless competent operator at controls.
- 4-17. Wheels of aircraft to be blocked or braked when engines started.
- 4-18. Persons using airport to guard against fire, etc.
- 4-19. ~~Smoking in hangar or on apron on airport premises prohibited.;~~
~~exception. Smoking in hangar or on apron prohibited.~~
- 4-20. Vehicles and pedestrians on runways, apron and hangar.
- 4-20.1. Authority to designate restricted areas; posting of signs; entry.
- 4-21. Repealed.
- 4-22. Liability of city ~~and Duluth Airport Authority.~~
- 4-23. Discharge of firearms ~~and weapons~~; hunting.
- 4-24. Radios on aircraft required.
- 4-25. Airport special police.
- 4-26 to 4-27. Repealed.
- 4-28. Operators of motor vehicles receiving passengers or property for hire.
- 4-29 to 4-39. Reserved.

Article III. Repealed.

§§ 4-40 to 4-69. Repealed.

Article IV. Parking and Parking Meter Regulations at Duluth International Airport.

- 4-70. Applicability of article.
- 4-71. Definitions--generally.
- 4-71.1. Same--Operator.
- 4-71.2. Same--Park or parking.
- 4-71.3 to 4-71.5. Repealed.
- 4-71.6. Same--Street.
- 4-71.7. Same--Vehicle.
- 4-72 to 4-77. Repealed.
- 4-78. Prohibited acts.
- 4-79. Repealed.
- 4-80. Violations of article--~~summons to appear in court or before traffic violations~~

~~bureau.~~

§ 4-81. Repealed.

§ 4-82. Interpretation of article.

§ 4-83. Regulation of parking ~~in unmetered areas~~

Article V. Ownership of airport property Repealed.

§§ 4-84 to 4-93. Repealed.

§4-94. Ownership of airport property

§4-95. Authority to acquire property; public purpose

§4-96. Purchase or lease.

§4-97. Eminent domain.

- - -

Article I. Repealed.

Secs. 4-1 to 4-11. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Article II. Rules and Regulations for Duluth Airports.

Sec. 4-12. Applicability of article.

The provisions of this Article shall govern all ~~persons—operating airplanes~~operations upon, on or over property used or designated for airport purposes by either the city or Duluth Airport Authority. ~~which is owned or controlled by the Duluth airport authority or the city and shall govern all other persons present on or about such property, except where any individual Section thereof is, by its own terms, limited in application.~~

Sec. 4-13. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-14. Operation of aircraft while under influence, etc., of alcohol or drugs.

(a) No person shall operate or have ~~actual~~ physical control of any aircraft while under the influence of ~~an alcoholic beverage, narcotic drug~~ or controlled substance;

(b) No person shall ~~have in his possession~~ while in the cockpit of any aircraft any bottle or receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed.

Sec. 4-15. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-16. Aircraft engines not to be started unless competent operator at controls.

No person owning, controlling or operating any aircraft shall start such aircraft's engine, operate said engine, or allow said engine to run, or allow the same to be started, operated, or run unless a competent operator is in the aircraft attending the aircraft's controls.

Sec. 4-17. Wheels of aircraft to be blocked or braked when engines started.

No person shall start the engine of any aircraft unless the wheels of said aircraft are then blocked or unless adequate brakes thereon have been actuated.

Sec. 4-18. Persons using airport to guard against fire, etc.

All persons using the airport area in any way or the facilities of the airport shall exercise the utmost care to guard against fire or injury to persons or property.

Sec. 4-19. Smoking ~~in hangar or on apron~~ on airport premises prohibited. ~~exception.~~

No person shall smoke, including use of electronic cigarettes, inside any airport facilities. No person shall smoke, including the use of electronic cigarettes, outside on any airport property except for those areas expressly designated by the Duluth airport authority for smoking, if approved by airport rules and standards. in the hangar or on the apron in front of the hangar.

Sec. 4-20. Vehicles and pedestrians on runways, apron and hangar.

Vehicles or pedestrians shall not be allowed on the runways, hangar or apron at any time, without the authorization of the Duluth Airport Authority executive director or their designee. airport manager. (Ord. No. 6979, 10-27-1954, § 10.)

Sec. 4-20.1. Authority to designate restricted areas; posting of signs; entry.

(a) The Duluth Airport Authority executive director and their designee ~~executive director of the airport is~~are hereby authorized to designate any portion of the airport property and any building or other appurtenances thereon as a restricted area;

(b) The executive director shall cause signages to be posted reasonably calculated to inform the public of the existence and location of such restricted areas and to warn unauthorized persons not to enter such area;

(c) No person shall enter a restricted area in violation of posted signs without the express permission of the executive director or their designee.

Sec. 4-21. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-22. Liability of city and Duluth Airport Authority.

The permission granted by the city and Duluth Aairport Aauthority to use the airport and its facilities or to fly to, from or over the same shall be at all times conditioned upon the assumption of full responsibility therefor by every person exercising or taking advantage of such permission. It shall be a further condition thereof that each person, as a consideration for the use of such airport and its facilities, shall at all times release, hold harmless and indemnify the city and Duluth Airport Authority and ~~its-their~~ agents and employees from any and all responsibility, liability, loss or damage resulting to any such person or caused by or on his-their behalf and incident to the manner in which the airport is operated, constructed, maintained or served from within or used from without. The use of such airport by any person for any purpose or the paying of any fees therefor or the taking-off or landing of aircraft thereupon shall be itself an acknowledgment that such person accepts such privileges on the conditions set forth in this Article.

Sec. 4-23. Discharge of firearms and weapons; hunting.

~~Except with respect to members of the Armed Forces of the United States or to any law enforcement officer or airport employee while actually engaged in the performance of duty, no~~ No person shall discharge or attempt to discharge any firearm or other weapon; nor, shall any person hunt for game or birds, whether with firearms or ~~otherwise any other type of weapon, without the express consent of the city and the Duluth Aairport Aauthority executive director, or their designee.~~

Sec. 4-24. Radios on aircraft required.

No person shall operate any aircraft on the Duluth International Airport or Duluth Sky Harbor Airport, in such airport's' landing area or within such airport's' traffic pattern unless it is equipped with an operable radio transmitter and receiver, ~~which is in contact with the airport control tower; except that in the event of inadvertent radio failure, standard light signals shall be observed.~~

Sec. 4-25. Airport special police.

The city chief of police is hereby authorized to appoint Duluth Aairport Aauthority employees or agents as airport special police who shall ~~serve at no expense to the city. Such airport special police shall~~ have the same powers of arrest as regular Duluth police officers during the times at which they are performing law enforcement duties at one or both of the Duluth airports.~~providing security protection at the airport, but shall have no special police power at any other time.~~

Secs. 4-26 to 4-27. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-28. Operators of motor vehicles receiving passengers or property for hire.

No person shall operate a motor vehicle upon the premises of either the Duluth International Airport or Duluth Sky Harbor Airport for the purpose of receiving passengers

or property for hire at that location without first receiving the express permission of the Duluth ~~A~~airport ~~A~~authority executive director, or their designee. or the airport manager.

The term "motor vehicle" in the context of this Section shall include, but not be limited to taxis, limousines, hotel or other shuttle vans, and buses, rental cars, and ride sharing vehicles.

Secs. 4-29 to 4-39. Reserved.

Article III. Repealed.

Secs. 4-40. to 4-69. Repealed by Ordinance No. 7957, 11-20-1972.

Article IV. Parking and Parking Meter Regulations at Duluth International Airport and Duluth Sky Harbor Airport.

Sec. 4-70. Applicability of article.

This Article shall apply to ~~that city~~ property designated by either the city or Duluth Airport Authority at the Duluth International Airport used for ~~public~~ airport purposes.

Sec. 4-71. Definitions--generally.

For the purposes of this Article the following words and phrases shall have the meanings respectively ascribed to them.

Sec. 4-71.1. Same--Operator.

Operator shall mean every individual who shall operate a vehicle as the owner thereof, as the agent, employee, or permittee of the owner, or who is in actual physical control of a vehicle.

Sec. 4-71.2. Same--Park or parking.

Park or parking shall mean the standing of a vehicle, whether occupied or not, ~~otherwise than temporarily, for the any purpose of and while actually engaged in receiving or discharging passengers, or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the vehicle~~ upon designated airport property.

Secs. 4-71.3 to 4-71.5. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-71.6. Same--Street.

Street shall mean any ~~public~~ street, avenue, road, alley, highway, lane, path,

parking lot, or other ~~public~~ place located over, under, or through designated airport property in the area to which this Article applies and established for the use of vehicles.

Sec. 4-71.7. Same--Vehicle.

Vehicle shall mean any device in, upon, or by which any person or property is or may be transported upon a highway or roadway, ~~except a device which is operated upon rails.~~

Secs. 4-72 to 4-77. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-78. Prohibited acts.

It shall be unlawful for any person:

(a) To cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked in violation of parking regulations ~~as are provided for in Section 4-83 established by either the city or the Duluth Airport Authority;~~

(b) To fail to comply with any of the provisions of this Chapter.

(c) To fail to comply with the Duluth International Airport minimum standards, rules and standards, and other policies, as may be amended by the Duluth Airport Authority from time to time;

(d) To fail to comply with any written or verbal directive of city or Duluth Airport Authority employees or agents; and

~~(b)~~(e) To fail to pay any fee, charge, or assessment due to the Duluth Airport Authority.

Sec. 4-79. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

Sec. 4-80. Violations of article--~~summons to appear in court or before traffic violations bureau.~~

~~(a) In lieu of taking the person into custody for a violation of the provisions of this Article, a police officer or other authorized person may serve a written notice, hereinafter referred to as a summons, upon such person to appear before the county court of St. Louis County or the traffic violations bureau established by such court at a time and place fixed in the summons; provided, however, that no person upon whom a summons has been served in the manner provided for in this Section, for a violation of the provisions of this Article, shall fail to appear at the time and place fixed in the summons;~~

~~(b) The summons as provided for in this Section shall be made out on a form in triplicate, which shall indicate in addition to information otherwise required, the time, date, nature of violation, and the motor vehicle license number;~~

~~(c) (1) The police officer or other authorized person serving the summons provided for in this Section shall deliver one copy of such summons to the person violating any of the provisions of this Article or affix the copy in a prominent place on or within the~~

vehicle. The other two copies of the summons shall be delivered by the police officer or other authorized person to the traffic violations bureau for processing before the county court;

(2) The triplicate summons form hereinbefore referred to shall be identified by a separate serial number for each summons, and shall be furnished to the police officer or other authorized person by the director of the traffic violations bureau. The city auditor shall audit all files, records and accounts of the traffic violations bureau and the clerk of the county court at stated periods, relating to such summonses, cash statements, and disposition of cases of violations of this Article;

(d) It shall be unlawful for any person to remove a summons from one vehicle and place such summons in or upon another vehicle; nor shall any person willfully alter, deface or destroy any such summons. The provisions hereof shall not forbid the proper city officers, when duly authorized, to dispose of any summons, after processing, when authorized;

(e)(a) Any employee or agent of the Duluth airport authority upon designation by the executive director of the Duluth Airport Authority, is hereby authorized to enforce this Chapter by any legal means, including but not limited to, issue-issuing traffic-summons and/or administrative citations pursuant to Article 12, towing, removing, and/or impounding vehicles, aircraft, machinery, and/or equipment, or detaining, restraining, removing, and/or trespassing persons for any violation of the provisions of this Article. Such employee or agent while make reasonable attempts while performing such work to verbally identify themselves as a Duluth Airport Authority representatives and shall wear some piece of clothing or bear some device or marking as will identify him-them clearly as an airport employee representative.

Sec. 4-81. Repealed by Ordinance No. 9611, 7-28-2003, § 62.

Sec. 4-82. Interpretation of articlechapter.

Nothing in this Article-Chapter shall be construed so as to prohibit the city from establishing any other type of regulation, relating to the parking, use, or movement of vehicles at Duluth International Airport or Duluth Sky Harbor Airport.

Sec. 4-83. Regulation of parking in-unmetered areas.

The executive director or their designee is hereby authorized to restrict, limit and prohibit vehicular parking, under penalty of this Article, on airport property and to make and enforce such rules and regulations with respect thereto so as to permit the orderly regulation of traffic and parking on airport property, and shall be further authorized to place signs for the purpose of enforcing such rules and regulations. (Ord. No. 7422, 11-9-1964, § 2; Ord. No. 8157, 6-30-1975, § 16.)

Article V. Ownership of airport property Repealed.

Secs. 4-84 to 4-93. Repealed by Ordinance No. 8157, 6-30-1975, § 1.

4-94. Ownership of airport property.

All right, title and interest in certain property located in the city known as Duluth International Airport and Duluth Sky Harbor Airport shall vest in the Duluth Airport Authority and shall be under the administration and control of the Duluth Airport Authority for the uses and purposes set forth in this Chapter

4-95. Authority to acquire property; public purpose.

To the extent necessary for purposes of incorporation, the Duluth Airport Authority may take and hold any interest in real estate for an airport, ~~or~~ landing field or other uses that promote financially self-sustaining operations, or for the expansion of an airport or landing field and may acquire air rights and easements over private property adjoining such airports and landing fields in order to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using those airports and landing fields, to place and maintain suitable marks and lights for the safe operation of those airports and landing fields and to prevent any use of adjoining land that would hinder the proper development or use of those airports and landing fields. The Duluth Airport Authority may alter, extend or discontinue any such use of real estate.

4-96. Purchase or lease.

The Duluth Airport Authority may take and hold an interest in real estate by gift, purchase, lease or other means.

4-97. Eminent domain.

As a matter of public exigency, the Duluth Airport Authority may exercise the right of eminent domain to acquire any interest in real estate.



October 6, 2022

Noah Schuchman
Chief Administrative Officer
City Hall, Room 418
411 West First Street
Duluth, MN 55802

Re: Transfer Airport Property Ownership

Mr. Schuchman:

The Duluth Airport Authority (DAA) requests that all City-owned property at the Duluth International Airport and Sky Harbor Airport be transferred into the name of DAA. Attached are property maps for your review. The City's willingness to review City Code Chapter 4 has provided an established process for the request to be considered. We propose that Duluth City Code Chapter 4 (Airports) be revised to reflect DAA ownership of the underlying property at Duluth International and Sky Harbor Airports. We believe this title transfer serves the needs and goals of both parties:

- Transfer allows DAA to become sole "airport sponsor" for future FAA-funded grants and projects. This minimizes the City's grant assurance responsibilities related to these grants and projects.
- Transfer reduces the City's potential legal liability in areas such as premises, hangar-keeper, products and completed operations, aircraft and seaplane, personal and advertising injury, contractual, and environmental liability. This list is not exhaustive.
- Transfer reduces the City's taxation liability of DAA property.
- The City remains protected concerning subsequent ownership of the DAA property. Sale or transfer of any DAA property requires City Council approval pursuant to the DAA enabling legislation. *Minnesota Legislature DAA Act of 1969, Chapter 577—H. F. No. 2373, Section 5, Subdivision 2(d).*
- The City remains protected concerning any subsequent grants or loans that may encumber the DAA property. Any grant or loan agreement to DAA still requires City Council approval pursuant to the DAA enabling legislation. *Minnesota Legislature DAA Act of 1969, Chapter 577—H. F. No. 2373, Section 5, Subdivision 2(e).*
- DAA can ensure that the property is only used as airport terminal, maintenance, parking, runway or taxiway, and other aviation-related facilities, consistent with DAA's



DULUTH AIRPORT AUTHORITY

legal mandate. *Minnesota Legislature DAA Act of 1969, Chapter 577—H. F. No. 2373, Section 5, Subdivision 2(c).*

Thank you in advance, for considering our proposal. We are happy to discuss this opportunity further with you, the Mayor and City Council. The DAA is willing to take the lead on the title work necessary to accomplish these property transfers. The point of contact for this request is the undersigned at twerner@duluthairport.com.

Sincerely,

Tom Werner, C.M.
Executive Director

cc: Kim Maki, DAA Board President
Steve Hanke, Assistant City Attorney

Enclosure

**Duluth Airport Authority
Organizational Priorities and Emphasis
2023**

1. Infrastructure Renewal

- a. Reconstruction of Alpha Taxiway
 - i. Successfully execute Phase 2 and 4 construction
 - ii. Secure FAA/MNDOT grants to construct Phase 3
 - iii. Secure FAA/MNDOT grants to design Phase 5
- b. New Air Traffic Control Tower
 - i. Commence design and environmental study
 - 1. Select an Architectural Firm in 1Q23
- c. Complete Sky Harbor Building Area Planning Study in 1Q23
- d. Determine Mitigation of Anchorage Site Near Approach to Runway 32 KDYT
- e. Migrate construction grant fiscal management to NetSuite further streamlining processes and common fiscal picture
- f. Select an Airport Engineer/Design Consultant (RFQ Process) for the Next 5 yrs
 - i. Aligned with the solidified 5 yrs CIP at both airports informed by the master plan(s)

2. Support Economic Development

- a. Position Blighted/Underperforming Property for Redevelopment
 - i. Determine Hangar 101's in-ground environmental mitigation requirements
 - ii. Ranch hangar construction behind fuel farm
- b. Position Select Green Space for New Development
 - i. Submit a joint EDA infrastructure grant application to support utility expansion to north Stebner road development sites
- c. Development of Site Ready Packets (Development Summaries)

3. Strengthen the Duluth Airport Authority's Cash Position

- a. Strengthen Underperforming Revenue Streams
 - i. Continue agreement audit program
 - 1. Audit 2 concession agreements
 - ii. Implement the new revenue model and tiered rate for parking ramp and surface lot
- b. Pursue New Revenue
 - i. Sponsorship model review and overhaul
 - 1. Develop new packages attractive to the area's anchor businesses
 - ii. Implement peer to peer car rental concession model
- c. Sustain Priority Based Budgeting

4. Strengthen/Grow Air Service

- a. Add Daily Flights to a Western Hub on a Major Network Carrier
 - i. Leverage awarded SCASD grant to secure a network carrier to launch daily DEN service
- b. Add a Low Cost or Ultra-Low-Cost Carrier to Fly Select Leisure Routes
 - i. Pursue Las Vegas and Orlando on a seasonal basis
 - ii. Support the growth of Landline through a new agreement and revenue model commensurate with secure-to-secure operations

**Duluth Airport Authority
Organizational Priorities and Emphasis
2023**

- c. Strengthen Existing Carriers and Routes
 - i. Strengthen leisure routes through investing \$50K in marketing of SY
 - ii. Resume active recruitment in the Fly Local Program
 - iii. Regional connection United/Landline feasibility study
 - 1. Study feasibility of introducing United (UA) Airlines brand in NE MN markets to stimulate UA service from DLH to Chicago and strength our case of direct service to Denver
- d. Strengthen Customer Experience/Perception and Increase Air Service Marketing
 - i. Corporate/frequent flyer event
- e. Complete renovation/recertification to the Federal Inspection Facility (FIS) in preparation of international flight opportunities

5. Staff Development/Team Growth/Structure/Process Improvement

- a. Strengthen Staff Cohesion Post-Transitions in Key Positions
 - i. Conduct a staff leadership retreat
 - ii. Training and mentorship of new employees; emphasis on new managers and director
 - iii. Integrate individual growth plans into manager workplans with an emphasis on long-term individual growth
- b. Continue Employee Evaluation and Feedback Sessions Focused on Employee Growth
- c. Continue Staff Emergency Management Training
 - i. Based on opportunities identified during the triennial exercise in 2022
- d. Executive Director Attain Accredited Airport Executive (A.A.E.) credentials in CY2023
- e. One Additional Management Staff Attains Certified Member (C.M.) Credentials

Executive Director
Duluth Airport Authority

Date

Board President
Duluth Airport Authority

Date

Duluth Airport Authority
DAA Board Packet Budget vs. Actual Summary
From Jan 2022 to Oct 2022

UNAUDITED							
Financial Row	Prior Year Actual (Jan 2021 - Oct 2021)	Current Year Actual (Jan 2022 - Oct 2022)	Budget Amount (Jan 2022 - Oct 2022)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2022 - Adjust 2022)
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	2,164,618	2,433,276	2,477,878	98.20%	268,658	(44,602)	2,907,180
Non-Passenger Aeronautical Revenue	1,277,832	1,350,529	1,268,059	106.50%	72,697	82,470	1,485,468
Passenger Airline Aeronautical Revenue	1,148,676	1,116,921	1,033,147	108.11%	(31,754)	83,774	1,236,318
Total - Income	4,591,125	4,900,726	4,779,084	102.55%	309,600	121,642	5,628,966
Gross Profit	4,591,125	4,900,726	4,779,084	102.55%	309,600	121,642	5,628,966
Expense							
Miscellaneous Expenses	89,246	36,030	30,600	117.75%	(53,216)	5,431	36,670
Personnel Compensation & Benefits	1,873,326	2,016,748	2,110,200	95.57%	143,422	(93,452)	2,639,812
Services and Charges	1,570,704	1,776,374	1,787,005	99.41%	205,670	(10,631)	2,127,207
Supplies	497,965	569,788	604,637	94.24%	71,823	(34,849)	674,195
Total - Expense	4,031,241	4,398,940	4,532,431	97.05%	367,699	(133,501)	5,477,884
Net Ordinary Income	559,884	501,786	246,643	203.45%	(58,099)	255,143	151,083
Other Income and Expenses							
Other Income	430,039	2,201,936	1,405,104	156.71%	1,771,897	796,832	1,675,674
Other Expense	207,203	133,695	237,927	56.19%	(73,508)	(104,232)	285,512
Net Other Income	222,836	2,068,242	1,167,177	177.20%	1,845,405	901,065	1,390,162
Net Income Exclusive of Project Expenses, Depreciation & Amortization	782,721	2,570,027	1,413,820	181.78%	1,787,307	1,156,208	1,541,244
Projects/Grants	264,936	6,532,092	9,811,430	66.58%	6,267,156	(3,279,338)	11,773,715
Depreciation & Amortization	(9,329,434)	0	(9,252,336)	0.00%	9,329,434	9,252,336	(11,102,803)
Net Income	(8,281,777)	9,102,119	1,972,914	461.35%	17,383,896	7,129,206	2,212,157

- The results of this report are expected to change slightly with audit adjustments as well as delayed revenue and expense postings.
- At this time the DAA is at a favorable variance budget vs actual of over \$1.15M.
- The largest variance from budget in operating revenues comes from the concessions due to the application of the APRA concessionaire relief and CFC concessionaire relief, the total appears to be nearly 123k under budget due to the credits. Non-Aeronautical Revenue is \$44k under budget overall, Non-passenger aeronautical revenue is about 82k over budget and Passenger Airline Aeronautical revenue 83k over budget.
- The largest variance from budget in expenses comes from personnel compensation and benefits which is 93k under budget. Supplies are 35k under budget as well, while services and charges are 10k under of budget. Operating expenses overall are \$133k under budget.
- Non-operating income is substantially over budget because we had requested 100% of our CRRSA COVID relief funds for operating purposes. We had also collected 100% of the ARPA Concessionaire Relief earlier this year. PFCs came in under budget by \$109k, while expenses are down over \$104k because we have not utilized the line of credit as well as the reduced interest due to the refinance last Fall for a total favorable variance vs budget of 901k.
- If we were to exclude all concessionaire relief credits and reimbursements we would be at an overall favorable variance of \$1.2M. This is largely due to the fact that we submitted for reimbursement of the full DLH CRRSA Covid Relief grant which is responsible for 740k of the favorable variance.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 12/12/22:**
 - Minimum Cash Balance Goal: \$2,437,853
 - Current Balance: \$4,050,856 (does not include grants receivable)
 - Days Cash on Hand: 299 days currently vs 180 day benchmark (119 days over goal)

Duluth Airport Authority
Balance Sheet
End of Oct 2022

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Checking Account	\$375.41
Lottery Account	\$8,079.56
Petty Cash	\$164.62
Pooled Cash - City Balance	\$8,229,211.99
Total Bank	\$8,237,831.58
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$38,586.50
Accounts Receivable Billed	\$635,016.95
Grants Receivable	\$207,067.00
Total Accounts Receivable	\$880,670.45
Other Current Asset	\$97,592.82
Total Current Assets	\$9,216,094.85
Fixed Assets	
Accumulated Depreciation	(\$142,002,219.58)
Capital Assets	\$255,140,817.82
Work in Progress	\$11,006,482.09
Total Fixed Assets	\$124,145,080.33
Other Assets	
Accumulated Amortization	(\$2,317,052.26)
Airport Planning Projects - Contributed	\$4,290,091.51
Airport Planning Projects - Invested	\$585,465.05
Deferred Outflows - OPEB	\$360,999.00
Deferred Outflows - Pension	\$673,135.00
Total Other Assets	\$3,592,638.30
Total ASSETS	\$136,953,813.48
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$222,468.79
Contracts Payable	\$1,766,330.25
Credit Cards Payable	\$475.00
Lottery Payable	\$4,604.05
Total Accounts Payable	\$1,993,878.09
Credit Card	\$9,475.94
Other Current Liability	
Accrued Expense	(\$3,766.66)
Accrued Interest	\$102,876.05
Accrued Sales Taxes Payable - All	\$552.51
Accrued Vacation	\$122,226.92
Deferred Inflows - OPEB Liabilities	\$116,014.00
Deferred Inflows - Pension	\$813,532.00
Loans Payable to City of Duluth	\$920,000.00
Unearned Revenue - Current	\$182,351.75
Unearned Revenue - Non Current	\$126,766.60
Total Other Current Liability	\$2,380,553.17
Total Current Liabilities	\$4,383,907.20
Long Term Liabilities	\$9,357,891.25
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$97,488,227.03
Net Income	\$9,102,119.30
Total Equity	\$123,212,015.03
Total Liabilities & Equity	\$136,953,813.48

Duluth Airport Authority
Income Statement
From Jan 2022 to Oct 2022

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$18,050.00
Concession Revenue	
ATM	(\$125.00)
Car Rental Concession	\$370,969.94
Food & Beverage Concession	(\$6,203.43)
Lottery Concessions	\$1,083.45
Parking	\$967,467.23
Per Passenger Fee	\$19,272.00
Services/Other	\$500.00
TNC Per Trip Fee	\$8,833.50
Vending	(\$671.77)
Total - Concession Revenue	\$1,361,125.92
Customer Facility Charges	\$193,920.00
Miscellaneous Revenues	\$124,795.75
Parking	\$113,397.94
Permits	\$11,044.77
Plowing Services	\$11,712.50
Reimbursed Expenses	\$48,924.58
Rent	\$208,672.52
Sponsorship Income	\$74,000.00
State Aid	\$267,632.01
Total - Non-Aeronautical Revenue	\$2,433,275.99
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$61,808.55
Concession Revenue	
Deicing	\$348.42
Flight Training/Tour Operations	\$24,028.19
Fuel Flowage Fees	\$82,726.81
Hangar Rent	\$4,119.95
Landing Fees	\$17,360.62
Mechanic	\$1,574.56
Misc Sales/Other	\$5,110.93
Total - Concession Revenue	\$135,269.48
Event Income	\$35,720.00
Landing Fees	\$29,620.01
Ramp Fees	\$17,046.48
Rent	\$983,466.52
Security Reimbursement	\$82,462.67
Tie Downs	\$5,135.00
Total - Non-Passenger Aeronautical Revenue	\$1,350,528.71
Passenger Airline Aeronautical Revenue	
Landing Fees	\$226,093.67
Terminal Office/Space Rental	\$890,827.49
Total - Passenger Airline Aeronautical Revenue	\$1,116,921.16
Total - Income	\$4,900,725.86
Gross Profit	\$4,900,725.86
Expense	
Miscellaneous Expenses	\$36,030.16
Personnel Compensation & Benefits	
Benefit Administration Fees	\$549.30
Employer Contributions for Retirement	\$184,555.90
Employer Paid Insurance	\$315,618.25
Retiree Benefits	\$84,729.90

Financial Row	Amount
Wages & Salaries	\$1,400,320.02
Worker's Compensation	\$30,974.80
Total - Personnel Compensation & Benefits	\$2,016,748.17
Services and Charges	
Advertising	\$2,184.00
Badging	\$9,000.00
Central Services Fee	\$37,666.60
Communications & Technology	\$174,227.28
Employee Development Services	\$45,867.18
Employee Physicals	\$1,926.00
Insurance	\$85,022.33
Marketing	\$144,980.76
Professional Services	\$319,219.57
Rentals	\$11,913.43
Repairs and Maintenance - Contractual/Services	\$388,265.85
Sponsorship Expenses	\$6,982.00
Transportation	\$493.85
Utility Services	
Electric	\$321,786.73
Fuel Oil	\$2,992.89
Natural Gas	\$60,522.55
Propane	\$1,939.13
Refuse Disposal	\$31,994.90
Storm Water	\$117,246.78
Water	\$12,142.49
Total - Utility Services	\$548,625.47
Total - Services and Charges	\$1,776,374.32
Supplies	
Merchandise for Resale	\$60,232.74
Office Supplies	\$34,754.91
Operating Supplies	\$188,744.71
Repairs & Maintenance Supplies	\$286,055.17
Total - Supplies	\$569,787.53
Total - Expense	\$4,398,940.18
Net Ordinary Income	\$501,785.68
Other Income and Expenses	
Other Income	
Capital Contributions	
Contributed Capital	\$1,067,962.72
Grants	\$7,239,194.25
Total - Capital Contributions	\$8,307,156.97
Non-Operating Revenue	
Gain/Loss on Asset Disposal	(\$1,030.00)
Interest Income	\$66,428.20
Passenger Facility Charges	\$361,473.25
Total - Non-Operating Revenue	\$426,871.45
Total - Other Income	\$8,734,028.42
Other Expense	
Non-Operating Expense	
Interest Expense	\$133,694.80
Total - Non-Operating Expense	\$133,694.80
Total - Other Expense	\$133,694.80
Net Other Income	\$8,600,333.62
Net Income	\$9,102,119.30

Duluth Airport Authority
Duluth A/R Aging Report
As of December 13, 2022

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	11/12/2022 - 12/11/2022 (30) Open Balance	10/13/2022 - 11/11/2022 (60) Open Balance	9/13/2022 - 10/12/2022 (90) Open Balance	BEFORE 9/13/2022 (>90) Open Balance	TOTAL Open Balance
AFSCME	Invoice	11/22/2022	10555	12/22/2022	20	\$0.00	\$996.78	\$0.00	\$0.00	\$0.00	\$996.78
Avis Rent A Car	Invoice	12/1/2022	10567	12/31/2022	11	\$0.00	\$2,456.37	\$0.00	\$0.00	\$0.00	\$2,456.37
Azbell, Austin	Invoice	10/11/2022	10386	11/10/2022	62	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Bellamy Bill	Invoice	9/13/2022	10268	10/13/2022	90	\$0.00	\$0.00	\$0.00	\$287.07	\$0.00	\$287.07
Benedetti, Gary	Payment	12/9/2022	9358	12/9/2022	3	\$0.00	(\$2,150.00)	\$0.00	\$0.00	\$0.00	(\$2,150.00)
BKR Investments						\$0.00	\$225.00	\$225.00	\$0.00	\$0.00	\$450.00
DBA Duluth Pack											
Capstan Corporation	Payment	12/7/2022	9354	12/7/2022	5	\$0.00	(\$4,300.00)	\$0.00	\$0.00	\$0.00	(\$4,300.00)
Chandler, Eric	Payment	12/11/2022	9360	12/11/2022	1	\$0.00	(\$612.00)	\$0.00	\$0.00	\$0.00	(\$612.00)
Churchill, Sean						\$0.00	\$197.56	\$0.00	\$0.00	(\$10.74)	\$186.82
Cirrus Design Corporation						\$0.00	\$22,174.04	(\$94.45)	\$793.49	\$918.02	\$23,791.10
City of Duluth						\$0.00	\$3,798.78	\$1,718.78	\$0.00	\$0.00	\$5,517.56
Clobes, Nathan	Invoice	7/15/2022	9995	8/14/2022	150	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	\$153.00
Cloose Brian						\$0.00	\$90.00	\$90.00	\$0.00	\$0.00	\$180.00
Dal Santo, Frances M	Invoice	12/1/2022	10612	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Delta Airlines						(\$5,644.24)	\$0.00	\$45,001.66	\$0.00	\$0.00	\$39,357.42
Divine Carriers						\$0.00	\$132.65	\$132.65	\$132.65	\$663.25	\$1,061.20
Dudley Bruce						\$0.00	\$90.00	\$0.00	\$180.00	\$0.00	\$270.00
Duluth Economic Development Authority	Invoice	8/12/2022	10140	9/11/2022	122	\$0.00	\$0.00	\$0.00	\$0.00	\$25,088.00	\$25,088.00
Duluth Hangar, LLC	Invoice	12/1/2022	10600	12/31/2022	11	\$0.00	\$828.87	\$0.00	\$0.00	\$0.00	\$828.87
Dunker, Christopher L	Invoice	3/17/2022	9478	4/16/2022	270	\$0.00	\$0.00	\$0.00	\$0.00	\$9,528.20	\$9,528.20
Ellefson, Nicholas	Invoice	12/1/2022	10609	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Enterprise Leasing Company						(\$32,659.92)	\$0.00	\$0.00	\$0.00	\$0.00	(\$32,659.92)
Federal Aviation Administration						\$0.00	\$13,026.00	\$13,026.00	\$0.00	\$0.00	\$26,052.00
Federal Express Corporation	Invoice	11/30/2022	10631	12/30/2022	12	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00
Gardonio, Michael	Invoice	12/1/2022	10622	12/31/2022	11	\$0.00	\$1,870.50	\$0.00	\$0.00	\$0.00	\$1,870.50
General Services Administration	Invoice	12/1/2022	10592	12/31/2022	11	\$0.00	\$5,532.50	\$0.00	\$0.00	\$0.00	\$5,532.50
Goritchan Boris						\$0.00	\$90.00	\$90.00	\$180.00	\$1,239.00	\$1,599.00
Great Northern Adjusting	Payment	12/9/2022	9353	12/9/2022	3	\$0.00	(\$2,150.00)	\$0.00	\$0.00	\$0.00	(\$2,150.00)

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	11/12/2022 - 12/11/2022 (30) Open Balance	10/13/2022 - 11/11/2022 (60) Open Balance	9/13/2022 - 10/12/2022 (90) Open Balance	BEFORE 9/13/2022 (>90) Open Balance	TOTAL Open Balance
Griffith Evans	Invoice	11/30/2022	10654	12/30/2022	12	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Grimsbo, Gerald						\$0.00	\$0.00	\$0.00	\$153.00	\$306.00	\$459.00
GSSC						\$0.00	\$0.00	\$115.00	\$400.00	\$0.00	\$515.00
Hagberg, Rick	Invoice	12/1/2022	10611	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Hall John	Invoice	12/1/2022	10574	12/31/2022	11	\$0.00	\$298.32	\$0.00	\$0.00	\$0.00	\$298.32
Harris, Melissa	Invoice	10/11/2022	10390	11/10/2022	62	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Hatfield, Dan	Invoice	12/1/2022	10608	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Hermantown Hydraulics						\$0.00	\$680.86	\$0.00	\$319.14	\$0.00	\$1,000.00
Hillman Colin	Invoice	12/1/2022	10619	12/31/2022	11	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$275.00
Hunstad, Nicholas	Invoice	12/1/2022	10586	12/31/2022	11	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Hydro Solutions, Inc.	Invoice	12/1/2022	10575	12/31/2022	11	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Johnson, Richard						\$0.00	\$462.20	\$0.00	\$0.00	(\$7.08)	\$455.12
Johnston, Paul						\$0.00	\$195.77	(\$1.79)	(\$12.53)	\$0.00	\$181.45
Kleen-Tech Services, LLC						\$0.00	\$688.09	\$688.09	\$0.00	\$0.00	\$1,376.18
Kraus-Anderson Construction Company	Invoice	11/30/2022	10633	12/30/2022	12	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Lake Superior Helicopters						\$0.00	\$4,434.55	\$0.00	\$0.00	\$0.00	\$4,434.55
Lake Superior Warehousing CO., Inc.	Payment	12/12/2022	9365	12/12/2022	0	(\$2,150.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,150.00)
Larsen, Shane	Invoice	7/18/2022	10013	8/17/2022	147	\$0.00	\$0.00	\$0.00	\$0.00	\$573.67	\$573.67
Lyft, Inc.	Payment	12/9/2022	9352	12/9/2022	3	\$0.00	(\$268.50)	\$0.00	\$0.00	\$0.00	(\$268.50)
MediaUSA Advertising Inc	Payment	12/6/2022	9326	12/6/2022	6	\$0.00	(\$1,000.00)	\$0.00	\$0.00	\$0.00	(\$1,000.00)
Messerer Jon	Invoice	6/9/2021	8341	7/9/2021	551	\$0.00	\$0.00	\$0.00	\$0.00	\$0.48	\$0.48
Minnesota Air National Guard						\$0.00	\$10,049.75	\$0.00	\$0.00	\$0.00	\$10,049.75
Monaco Air Duluth						\$0.00	\$4,684.19	\$6,604.19	\$2,073.86	\$0.00	\$13,362.24
Mountain Air Cargo	Payment	12/8/2022	9346	12/8/2022	4	\$0.00	(\$1,880.32)	\$0.00	\$0.00	\$0.00	(\$1,880.32)
Northland Constructors, Inc.						\$0.00	\$181.50	\$181.50	\$0.00	\$0.00	\$363.00
Oakwells CR, LLC	Invoice	12/1/2022	10590	12/31/2022	11	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
Olsen, Christopher	Payment	12/8/2022	9356	12/8/2022	4	\$0.00	(\$1,300.00)	\$0.00	\$0.00	\$0.00	(\$1,300.00)
On Site Enterprises, Inc	Credit Memo	2/3/2022	279	2/3/2022	312	\$0.00	\$0.00	\$0.00	\$0.00	(\$800.77)	(\$800.77)
Opack Matthew Jr.	Invoice	12/1/2022	10617	12/31/2022	11	\$0.00	\$198.50	\$0.00	\$0.00	\$0.00	\$198.50
Palmer, John	Invoice	12/1/2022	10618	12/31/2022	11	\$0.00	\$198.50	\$0.00	\$0.00	\$0.00	\$198.50
Parsons Electric	Invoice	10/7/2022	10382	11/6/2022	66	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
Parthe, Lance	Invoice	12/1/2022	10606	12/31/2022	11	\$0.00	\$264.64	\$0.00	\$0.00	\$0.00	\$264.64
Payne, Robert	Invoice	12/1/2022	10602	12/31/2022	11	\$0.00	\$264.64	\$0.00	\$0.00	\$0.00	\$264.64

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT Open Balance	11/12/2022 - 12/11/2022 (30) Open Balance	10/13/2022 - 11/11/2022 (60) Open Balance	9/13/2022 - 10/12/2022 (90) Open Balance	BEFORE 9/13/2022 (>90) Open Balance	TOTAL Open Balance
Peterson, Kevin	Payment	12/12/2022	9361	12/12/2022	0	(\$612.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$612.00)
Premium Air, LLC	Invoice	9/30/2022	10511	10/30/2022	73	\$0.00	\$0.00	\$0.00	\$209.87	\$0.00	\$209.87
Rasier, LLC	Payment	12/9/2022	9351	12/9/2022	3	\$0.00	(\$505.50)	\$0.00	\$0.00	\$0.00	(\$505.50)
Rathbun, David	Invoice	12/1/2022	10610	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	1,211	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
Richmond, Keith	Payment	12/8/2022	9357	12/8/2022	4	\$0.00	(\$2,150.00)	\$0.00	\$0.00	\$0.00	(\$2,150.00)
RS&H	Invoice	12/1/2022	10601	12/31/2022	11	\$0.00	\$2,565.99	\$0.00	\$0.00	\$0.00	\$2,565.99
Shelter Dog Inc.						\$0.00	\$0.00	\$0.00	\$48.50	(\$186.00)	(\$137.50)
Sinex, Barry						\$0.00	\$90.00	\$90.00	\$90.00	\$0.00	\$270.00
Stevens, Mike	Invoice	12/1/2022	10613	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
Sun Country, Inc. dba Sun Country Airlines	Invoice	12/1/2022	10589	12/31/2022	11	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
Sundquist, Margie	Invoice	12/1/2022	10588	12/31/2022	11	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Swinkels, Eric	Payment	12/8/2022	9349	12/8/2022	4	\$0.00	(\$153.00)	\$0.00	\$0.00	\$0.00	(\$153.00)
Sydow Dan						\$0.00	\$264.64	\$264.64	\$0.00	\$0.00	\$529.28
The Jamar Company	Invoice	11/30/2022	10632	12/30/2022	12	\$0.00	\$115.00	\$0.00	\$0.00	\$0.00	\$115.00
The Landline Company						\$0.00	\$5,504.14	\$5,399.14	\$0.00	\$0.00	\$10,903.28
Transportation Security Administration						\$0.00	\$8,335.67	\$0.00	\$0.00	\$0.00	\$8,335.67
United Parcel Service						\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$130.00
Wicklein, John	Invoice	10/11/2022	10392	11/10/2022	62	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Williams, Ron	Invoice	12/1/2022	10614	12/31/2022	11	\$0.00	\$197.56	\$0.00	\$0.00	\$0.00	\$197.56
WLSSD	Invoice	12/1/2022	10625	12/31/2022	11	\$0.00	\$11,899.83	\$0.00	\$0.00	\$0.00	\$11,899.83
Total						(\$41,066.16)	\$94,022.18	\$73,530.41	\$5,564.05	\$37,520.03	\$169,570.51



Airline Monthly Activity Report for DLH

Reporting Airline:	Delta Airlines	Month & Yr	Nov-22	Contact:	Rachel Little						Phone Number:	218-481-6475				Email Address:	rachel.little@unifservice.com						
Signatory Reporting Activity											Passenger/Airport Data												
		Arrivals																	Departures				
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
CRJ-200	ENDEAVOR	MSP	DLH	1	1		47000	47	\$2.08	\$97.76	46	2	48	47	1	48	96	50	96%				
E175	SKYWEST AIRLINES INC	MSP	DLH	2	2		75177	150.354	\$2.08	\$312.74	0	0	0	99	2	101	101	152	0%				
E175	SKYWEST AIRLINES INC	MSP	DLH	81	81		75177	6089.337	\$2.08	\$12,665.82	4922	178	5100	4573	174	4747	9847	6,150	83%				
CRJ-700	SKYWEST AIRLINES INC	MSP	DLH	3	3		75100	225.3	\$2.08	\$468.62	138	10	148	197	2	199	347	210	70%				
CRJ-200	SKYWEST AIRLINES INC	MSP	DLH	1	1		47000	47	\$2.08	\$97.76	5	2	7	0	0	0	7	50	14%				
E175	SKYWEST AIRLINES INC	OMA	DLH	1	1		75177	75.177	\$2.08	\$156.37	40	0	40	0	0	0	40	70	57%				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
TOTALS				89	89	0		6634.168		\$13,799.07	5,151	192	5,343	4,916	179	5,095	10,438	6,682	80.0%	0	0		
Non-Signatory Reporting Activity											Passenger/Airport Data												
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
TOTALS				0	0	0		0		\$0.00	0	0	0	0	0	0	0	0	#DIV/0!	0	0		



Airline Monthly Activity Report for DLH

Reporting Airline:	UA Express (All Carriers)	Month & Yr	Nov-22	Contact:	Rachel Little		Phone Number:	218-481-6475				Email Address:	rachel.little@unifservice.com										
Signatory Reporting Activity										Passenger/Airport Data													
		Arrivals																	Departures				
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
CRJ-200	AIR WISCONSIN AIRLINES CORPORATION	ORD	DLH	81	81		47000	3807	\$2.08	\$7,918.56	3399	104	3503	3243	108	3351	6854	3,950	89%				
CRJ-200	SKYWEST AIRLINES INC	ORD	DLH	7	7		47000	329	\$2.08	\$684.32	197	17	214	302	6	308	522	350	61%				
E175	SKYWEST AIRLINES INC	ORD	DLH	2	2		75000	150	\$2.08	\$312.00	86	8	94	65	1	66	160	152	62%				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
TOTALS				90	90	0		4286		\$8,914.88	3,682	129	3,811	3,610	115	3,725	7,536	4,452	85.6%	0	0		
Non-Signatory Reporting Activity										Passenger/Airport Data													
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
TOTALS				0	0	0		0		\$0.00	0	0	0	0	0	0	0	0	#DIV/0!	0	0		



Airline Monthly Activity Report for DLH

Reporting Airline:	Sun Country	Month & Yr	Nov-22	Contact:	Jennifer Farquhar					Phone Number:						Email Address:	Stationsaccounting@suncountry.com						
<u>Signatory Reporting Activity</u>										<u>Passenger/Airport Data</u>													
<u>Arrivals</u>																		<u>Departures</u>					
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
B737-800	MN AIRLINES LLC	IFP	DLH	1	1		146300	146.3	\$2.08	\$304.30	179	0	179	179	0	179	358	186	96%				
B737-800	MN AIRLINES LLC	MSP	DLH	1	1		146300	146.3	\$2.08	\$304.30	0	0	0	0	0	0	0	186	0%				
							146300	0	\$2.08	\$0.00			0			0	0	0	#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
								0	\$2.08	\$0.00			0			0	0		#DIV/0!				
TOTALS				2	2	0		292.6		\$608.61	179	0	179	179	0	179	358	372	48.1%	0	0		
<u>Non-Signatory Reporting Activity</u>										<u>Passenger/Airport Data</u>													
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
								0	\$2.60	\$0.00			0			0	0		#DIV/0!				
TOTALS				0	0	0		0		\$0.00	0	0	0	0	0	0	0	0	#DIV/0!	0	0		

DLH
MOUNTAIN AIR CARGO
PO BOX 488
DENVER, NORTH CAROLINA 28037
(828) 464-8741

Contact Name:
Phone Number: 828-466-6754
Fax Number: 828-464-6109
Email Address: landings@mtaircargo.com

DULUTH AIRPORT AUTHORITY
DULUTH INTERNATIONAL AIRPORT
4701 GRINDEN DRIVE
DULUTH, MN 55811

Activity from 11/1/2022 to 11/30/2022

AC Type	Tail #	Landings	Weight	Total	Charge
ATR42	914FX	20	36160	723,200	\$1,880.32
		20		723,200	\$1,880.32
Grand Totals		20		723,200	\$1,880.32
Total Flat Rate	\$0.00				
Grand Total Charges	\$1,880.32				
Freight In 104,054	Out 55,695				

Landline Statistics

Pax Type	Market	Pax Count	Seats (AU)
Revenue	Departures	883	2,574
	Arrivals	911	2,574
Revenue Total		1,794	5,148
NonRev	Departures	37	-
	Arrivals	30	-
NonRev Total		67	-
Grand Total		1,861	5,148