



DULUTH AIRPORT AUTHORITY

NOTICE OF THE DULUTH AIRPORT AUTHORITY

BOARD MEETING

PURSUANT TO MINN. STAT. § 13D.02

NOTICE IS HEREBY GIVEN Duluth Airport Authority will hold its *regular* meeting on **Tuesday, September 19th, 2023 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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 336 734 244

Passcode: ihi3nk

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

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
MEETING AGENDA
SEPTEMBER 19, 2023**

**AMATUZIO CONFERENCE ROOM
DULUTH INTERNATIONAL AIRPORT**

I. *EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

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

A. Approval of August 15, 2023, Meeting Minutes.

III. *DAA CASH DISBURSEMENTS

A. Operating Check Register Sheets #22 - 24 of 2023; Operating ACH Payment Registers #22 - #25 of 2023; Construction ACH Register #7 of 2023.

IV. *CORRESPONDENCE

A. DLH Construction Newsletter:

- a. Dated August 11, 2023.
- b. Dated August 18, 2023.
- c. Dated August 25, 2023.
- d. Dated September 1, 2023.
- e. Dated September 8, 2023.

B. August 2, 2023: Letter from the President/Founder of the Duluth Airshow.

C. Tenant and Airfield User Notice, August 11, 2023: Cirrus Aircraft Innovation Center – Move project.

D. August 22, 2023: Focus: US airline pilots fight their unions to increase retirement age.

E. August 25, 2023: Giant Voices lands DAA account. Business North.

F. August 30, 2023: Sky Harbor Airport to receive \$3.7 million upgrade. Business North.

G. August 30, 2023: DAA breaks ground on new airport terminal at Park Point. Northern News Now.

H. August 30, 2023: New Airport Terminal Announced for Sky Harbor. Fox 21 Online.

I. August 30, 2023: Sky Harbor Regional Airport to undergo \$2.45 million project. WDIO.

J. August 31, 2023: Sky Harbor Airport plans ascent with new, modern facilities. Duluth News Tribute.

K. E-Mail from Monaco Air Foundation with Summary of August 2023 Activities; September 2, 2023.

L. September 2023: Ground broken for five-bay airport hanger. Business North.

M. September 2023: Newsmakers. Business North.



V. OPPORTUNITY FOR PERSONS TO BE HEARD

VI. OLD BUSINESS

None

VII. NEW BUSINESS

- A. Resolution to Approve Employee Incentive Awards for Jana Kayser and Joelle Bodin in the Amount of \$1500 Each in Accordance With Operating Policy #5
- B. Resolution to Approve Terminal Office Space Lease Agreement between the Duluth Airport Authority and Short Elliot Hendrickson, Inc.
- C. Resolution to Approve Concession Agreement between the Duluth Airport Authority and Smarte Carte, Inc.
- D. Resolution to Approve the Updated Duluth Airport Authority Bylaws
- E. *July 2023 Financial Reports
- F. *September 2023 Accounts Receivable
- G. *August 2023 Airline Statistics, Landline 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).



I.

DULUTH AIRPORT AUTHORITY

DATE: September 19, 2023
TO: Duluth Airport Authority Board of Directors
FROM: Executive Director
SUBJECT: Executive Director's Review

The following items will be discussed 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:
 - New Air Traffic Control Tower (ATCT) Update
 - 2024 CIP Approval Plan
- Construction:
 - Taxiway A Phase 2 + 4 Update
 - Midfield Ramp – Phase 2 Grant Award
- Operations and Maintenance:
- Sky Harbor:
 - New Sky Harbor Airport Terminal Update
 - New Snow Removal Equipment Building Update

BUSINESS/PROPERTY DEVELOPMENT

- Project Updates
- New Car Rental Contract Update

FINANCIAL UPDATE

- Concessionaire Audit Update
- Budget Cycle Update

MARKETING/COMMUNICATIONS

- Sky Harbor Groundbreaking Recap
- Board Retreat Recap
- Duluth Chamber – Fuse Fest

LEGISLATIVE UPDATE

- MN Senate Capital Investment Committee Tour
- Air Traffic Control Tower Legislative Funding Request



PRESENTATIONS/TOURS/TRAVEL RECAP

- NSR

OTHER

- NSR

Submitted by,

Tom Werner, C.M.
Executive Director



DULUTH AIRPORT AUTHORITY

DULUTH AIRPORT AUTHORITY MEETING MINUTES AUGUST 15, 2023

MEETING LOCATION: **AMATUZIO CONFERENCE ROOM
DULUTH INTERNATIONAL AIRPORT**

DIRECTORS PRESENT: Kim Maki
Jeff Anderson
Kevin O'Brien
Michael Henderson
Dan Markham
Jason Crawford

DIRECTORS ABSENT: Elissa Hansen

OTHERS PRESENT: Tom Werner, DAA Executive Director
Mark Papko, DAA Dir. of Operations
Jana Kayser, DAA Dir. of Business Development
Joelle Bodin, DAA Dir. of Finance and Administration
Natalie Baker, DAA Dir. of Marketing and Communications
Jenny Delnay, DAA Administrative Coordinator
Kathy Leon, DAA Confidential Bookkeeper
Steve Hanke, Duluth City Attorney
Mike Magni, Monaco Air Duluth
Kaci Nowicki, SEH
Shawn McMahon, SEH
Adinda Van Espen, SEH
Scott Sandin, SEH
Eric Monson, Lake Superior Helicopters

OTHERS PARTICIPATING VIA ELECTRONIC MEANS:
Matthew Stewart, SEH
Don Monaco, Monaco Air Duluth
Jefrey Jakalski, EXP
Horeya Czaplewski, EXP
Heather Wink, Giant Voices

CALL TO ORDER: Dir. Maki called the DAA board meeting to order at 8:00 a.m.

Dir. Maki invited Mr. Tom Werner to provide the Executive Director's Review:

I. *EXECUTIVE DIRECTORS REVIEW

- Mr. Werner shared that former Dir. Ken Butler recently passed away.
 - Dir. Maki reflected that he will be missed by the airport and legal communities.
- **Air Service:** Mr. Werner provided an update on current air service with an air service presentation.
 - Dir. Markham asked questions regarding how many new pilots are being attracted into the industry.
 - Mr. Werner will provide a more detailed update on those numbers at the Board retreat.



- **Operations/Construction/Planning:** Mr. Papko provided the following updates:
 - Mr. Papko stated that the new Air Traffic Control Tower (ATCT) will be based on the design of the South Chicago ATCT. Mr. Werner and Mr. Papko visited that tower before finalizing that decision.
 - Mr. Papko stated that he is still waiting on the FAA for the Requirements Workbook. He has received the final signatures for the Citing Study to select a final location. Staff are balancing between being prepared for funding with tight timelines versus the risk of having to change existing items in case of required changes listed in the Workbook.
 - Mr. Werner stated that he has been working with EXP to reduce this risk and engaged the Congressional Delegation to help expedite the Requirements Workbook process.
 - Mr. Papko introduced Mr. Jeffrey Jakalski and Ms. Horeya Czaplewski from EXP to discuss the new ATCT design process.
 - Mr. Jakalski shared some of the key components of the South ATCT Chicago that will be key in designing our new tower.
 - Ms. Czaplewski shared the process phases, including predesign, concept design, construction documents, bidding, construction, commissioning, and ribbon cutting.
 - Dir. Maki asked how EXP's timeline will work with the potential funding deadlines.
 - Mr. Jakalski stated they will come up with usable units of work to allow for pieces of the project to be completed by the shortened timelines.
 - Mr. Werner and Mr. Papko shared that it depends on amounts and types of funding received and is why staff is doing as much as possible now.
 - Dir. Markham asked about the level of risk of continuing without having the Requirement Workbook.
 - Mr. Jakalski stated that there is a level of risk without having the Workbook, however there are portions of the project that are minimal risk so they will be focusing on those first. They have had informal conversations with the FAA to help inform some of these decisions.
 - Mr. Werner asked how the Grand Forks tower may help with the FAA proposal.
 - Mr. Jakalski agreed that GFK tower will help with our review, since many of the aspects of the towers will be similar.
 - Mr. Papko stated that MnDOT has given funding for the midfield ramp to be started next year.
 - Mr. Papko invited Ms. Adinda Van Espen to provide an update on Taxiway A Phase 2+4.
 - Ms. Van Espen shared what work has been completed and the challenges encountered. She stated there would be an additional 30-45 days and 10-night closures based on relocating the unforeseen duct bank, but expects the additional funding needed will be covered by FAA and MnDOT.
 - Mr. Werner stated the FAA is expected to fund the change order due to the unforeseen circumstances surrounding the FAA-owned duct bank. The new night closures will have an impact and carry risks.
 - Dir. Maki asked if the additional 45 days will put us into November completion date.
 - Ms. Van Espen confirmed it will take us into early November.
 - Mr. Papko shared that the new Sky Harbor Airport Terminal projects have started and will be having a kickoff for the building projects at the end of the month.
 - Dir. Henderson asked if EXP would absorb any of the risk for the worst-case scenarios of not getting funding or having to return funding due to not meeting timelines.
 - Mr. Werner stated that there have not been conversations about EXP absorbing the risks.
 - **Business/Property Development:** Ms. Kayser provided an update on the following:
 - Project Updates:
 - Herman Hydraulics has been provided with timeframes for tower construction updates.
 - There is a cruise turnaround this Friday, but Ms. Kayser doesn't anticipate any issues.



- Ms. Kayser shared her recent visit with MN EDA Darren Fleeter, regarding the grant for MN Power at Stebner Rd. She noted that the City of Rice Lake would be the applicant, not DAA, since they would own the utilities to this area.
- Ms. Kayser shared that the FAA section 163 for non-aeronautical uses has been submitted and she is currently investigating what fair market lease rate would be per their regulations.
- Mr. Werner invited Mr. Erik Monson to share an update on Lake Superior Helicopters
 - Mr. Monson shared background on Lake Superior Helicopters' business. He shared that they have numerous small spaces all around DLH.
 - Dir. Maki asked about the process to be a professional pilot and the number of graduates.
 - Mr. Monson stated they intentionally limited enrollments to 10 students last year to "work out the kinks" on the airplane side but anticipating 25-30 students this fall. It takes 20 months to get through their program, compared to 4 years at the University of North Dakota. Their Helicopter program has been going on longer but has the same program length.
 - Ms. Kayser asked in an ideal world how much space they would need at DLH.
 - Mr. Monson stated they would ideally need 20,000 square feet of finished space, plus the same amount of hanger space.
 - Dir. Markham asked Mr. Monson to elaborate on their connection to Lake Superior College.
 - Mr. Monson shared that they were brought on board for experience in aviation. They do everything on the flight side and help get qualified instructors.
 - Dir. Henderson thanked Mr. Monson for the presentation and asked about the cost of the program.
 - Mr. Monson stated that the cost of operations has gone up 17-20% in the last 24 months but is around \$200,000 for helicopter program and \$140,000 for airplane to complete the degree and get into the job.
 - Ms. Kayser clarified that DAA does not get any commission on students.
 - Mr. Werner asked what Mr. Monson's biggest concern about the future is.
 - Mr. Monson stated that they need space in a central location and not scattered across the airport. He stated they have hired people in New Orleans that they would rather have in Duluth due to space constraints.
- **Financial Update:** Ms. Bodin provided an update on the following topics:
 - Concessionaire Audits: Cole is the new Finance Technician and together they will audit the revenue producing agreements.
 - Budget Prep: Ms. Bodin stated she is in the process of reviewing budgets and a full draft will come out in October to present to the city council in December.
- **Marketing/Communications:** Ms. Baker provided an update on the following topics:
 - Ranch Hangar Groundbreaking went very well. Ms. Baker thanked those who attended and stated there was good media coverage of the event.
 - Ms. Baker shares that the Sky Harbor Groundbreaking is scheduled for next Monday at 2pm.
 - Ms. Baker had hoped to have an update regarding renewing Allele's sponsorship, however their meeting was rescheduled, so she will have more details soon.
 - Ms. Baker reviewed the FY24 Marketing Plan, but stated the plan is subject to change based on our needs and goals throughout the year. She mentioned this is tied to Resolution C, since they are planning for Giant Voice to place the media on behalf of DAA.
 - Mr. Werner and Dir. Anderson asked questions about the goals and objectives for this campaign season and how they compared to previous years.
 - Ms. Baker shared the biggest difference is getting the right media to the correct audience. They are also reducing streaming radio in preference for traditional radio and are aware of seasonal changes throughout the year. Ms. Baker also shared



that they will be placing more digital ads, and less billboard or out of home ads this year.

- Dir. O'Brien noticed the plan to spend more on WDIO and asked if there were more of our audience there.
 - Ms. Baker stated it is a package which includes spots during the lift and news rotator.
- **Legislative:** Mr. Werner provided an update on the following topics:
 - Mr. Werner and Dir. Anderson recently took an advocacy trip to Washington D.C. and received support from our delegation, both for funding and to help reduce obstacles from other federal agencies.
 - Dir. Anderson added that it was a successful trip and stressed the importance of making these sorts of requests in person.
 - Mr. Werner stated that the DAA has support on the state level as evident from the recent and upcoming tours of our facility.
- **Other:**
 - Mr. Werner provided an update on the New DEED Commissioner.
 - Mr. Werner provided a brief Board retreat preview for September.

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

- A. Approval of July 18, 2023, Meeting Minutes.
 - Dir. Maki thanked everyone for their reviews moved to item II of the agenda.
 - Motion: Dir. Markham
 - Second: Dir. Henderson
 - Abstain: None
 - Result: This resolution was adopted unanimously.

III. *DAA CASH DISBURSEMENTS

- A. Operating Check Register Sheets #19 - 21 of 2023; Operating ACH Payment Registers #19 - #21 of 2023; Construction ACH Register #6 of 2023; Construction ACH Pay.gov Register #3 of 2023.

IV. *CORRESPONDENCE

- A. Link for Metropolitan Airports Commission (MAC) Minutes -- <https://metroairports.org/archived-commission-meetings>
- B. E-Mail from Monaco Air Foundation with Summary of July 2023 Activities; August 1, 2023.
- C. DLH Construction Newsletter:
 - i. Dated July 14, 2023.
 - ii. Dated July 21, 2023.
 - iii. Dated July 28, 2023.
 - iv. Dated August 4, 2023.
- D. WDIO Article Published, July 13, 2023: Sky Harbor Airport to get new terminal, maintenance building
- E. Fox 21 Article Published July 18, 2023: New Terminal to Be Built at Duluth Sky Harbor Airport
- F. RAA Article Published July 20, 2023: RAA Statement on Passage of H.R.3935
- G. DNT Article Published July 21, 2023: Local View: Pilot shortage a problem with solutions
- H. Northern News Now Article Published August 2, 2023: Duluth International Airport breaks ground on new aviation ranch hangars
- I. WDIO Article Published August 2, 2023: Duluth Airport breaks ground on hangar complex

V. OPPORTUNITY FOR PERSONS TO BE HEARD

- None



VI. OLD BUSINESS

- None

VII. NEW BUSINESS

- A. Resolution to Approve Work Order 2023-1 between the Duluth Airport Authority and EXP for the Pre-design of the New Air Traffic Control Tower at Duluth International Airport (DLH)
 - Mr. Papko stated this predesign work order lets us have a fully educated designed work order later.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Anderson
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- B. Resolution to Approve Sponsorship Agreement between the Duluth Airport Authority and the Minnesota Lottery
 - Ms. Baker stated the agreement is for two years for them to continue advertising on the 2nd floor.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. O'Brien
 - Second: Dir. Markham
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- C. Resolution to Approve FY24 Marketing Plan and to authorize Giant Voices to Place Media on Behalf of the DAA
 - Ms. Baker shared that this contract will be from September through June. Some placements will be over the \$25000 threshold, and they will be able to sign contracts and placements on our behalf.
 - Dir. O'Brien asked if Ms. Baker will be the one to oversee the placements on a day-to-day basis.
 - Ms. Baker confirmed that she is.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Henderson
 - Second: Dir. Anderson
 - Dir. Maki stated appreciated the transparency of the conversation today to understand where media will be placed.
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- D. *June 2023 Financial Reports
- E. *August 2023 Accounts Receivable
- F. *July 2023 Airline Statistics,

VIII. DIRECTOR'S REPORTS

- Dir. Maki mentioned that she and Dir. O'Brien attended the groundbreaking, and it was a great event. She encouraged everyone to attend the groundbreaking at Sky Harbor, if possible.

ADJOURN: The meeting was adjourned at 9:39 a.m.

Respectfully submitted,

Jenny Delnay
Administrative Coordinator

Tom Werner

Digitally signed by
Tom Werner
Date: 2023.08.17
09:40:31 -05'00'

APPROVED: _____

DATE: _____

III - A.

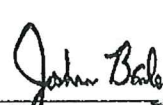
Duluth Airport Authority
DAA Operating Check Register #22-2023
August 11, 2023

Document Number From 11907 through 11917

Document Number	Date	Transaction Type	Payee	Amount
11907	8/11/2023	BILLPMT	AT&T Mobility	\$323.02
11908	8/11/2023	BILLPMT	City Of Duluth Comfort Systems	\$12,777.53
11909	8/11/2023	BILLPMT	Commissioner of Transportation	\$34,687.53
11910	8/11/2023	BILLPMT	Denny's Lawn And Garden	\$159.77
11911	8/11/2023	BILLPMT	Diamond Mowers, Inc.	\$3,348.35
11912	8/11/2023	BILLPMT	Duluth Area Chamber Of Commerce	\$2,000.00
11913	8/11/2023	BILLPMT	Duluth Lawn & Sport	\$597.56
11914	8/11/2023	BILLPMT	MediaUSA Advertising Inc	\$1,115.00
11915	8/11/2023	BILLPMT	Minnesota Pollution Control Agency	\$797.86
11916	8/11/2023	BILLPMT	Minnesota Power	\$32,740.68
11917	8/11/2023	BILLPMT	NAPA Auto Parts	\$5,305.43
Total				\$93,852.73



Airport Director



City Treasury

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Aug 14, 2023 08:32 CDT)

Email: jbodin@duluthairport.com

Signature: Tom Werner

Email: twerner@duluthairport.com

Signature: 
Kim Maki (Aug 14, 2023 08:51 CDT)

Email: makik@stlouiscountymn.gov

**Duluth Airport Authority
DAA Operating Check Register #23-2023
August 25, 2023**

Document Number From 11918 through 11927

Document Number	Date	Transaction Type	Payee	Amount
11918	8/25/2023	BILLPMT	AAAE Great Lakes Chapter	\$2,150.00
11919	8/25/2023	BILLPMT	Blaine Brothers Maintenance , Inc.	\$593.18
11920	8/25/2023	CHK	Citi Cards	\$9,284.01
11921	8/25/2023	BILLPMT	Durfee, Tristan	\$823.05
11922	8/25/2023	BILLPMT	iFIDS.com Inc.	\$125.00
11923	8/25/2023	BILLPMT	Jacob Ruzynski	\$244.99
11924	8/25/2023	BILLPMT	NAPA Auto Parts	\$454.39
11925	8/25/2023	BILLPMT	Office Enterprises Incorporated	\$184.00
11926	8/25/2023	BILLPMT	Taylor, Dan	\$60.00
11927	8/25/2023	CHK	WF Bus Payment Processing - Tom	\$1,103.66
Total				\$15,022.28



Airport Director


City Treasury

Joelle Bodin
Finance Director

Tom Werner
Executive Director

Kim Maki
Board President

Signature: 
Joelle Bodin (Aug 29, 2023 08:10 CDT)
Email: jbodin@duluthairport.com

Signature: Tom Werner
Email: twerner@duluthairport.com

Signature: 
Kim Maki (Aug 29, 2023 11:53 CDT)
Email: makik@stlouiscountymn.gov

Duluth Airport Authority
DAA Operating Check Register #24-2023
September 8, 2023

Document Number From 11928 through 11937

Document Number	Date	Transaction Type	Payee	Amount
11928	9/8/2023	BILLPMT	AAAE Great Lakes Chapter	\$650.00
11929	9/8/2023	BILLPMT	AT&T Mobility	\$558.50
11930	9/8/2023	BILLPMT	City Of Duluth Comfort Systems	\$873.71
11931	9/8/2023	BILLPMT	Cossalter, Wade	\$879.54
11932	9/8/2023	BILLPMT	Federal Express Corporation	\$70.62
11933	9/8/2023	BILLPMT	Linde Gas & Equipment Inc.	\$37.93
11934	9/8/2023	BILLPMT	Lumacurve Airfield Signs	\$1,667.28
11935	9/8/2023	BILLPMT	Nextera Communications	\$1,254.07
11936	9/8/2023	BILLPMT	Quadient Leasing USA, Inc.	\$265.86
11937	9/8/2023	BILLPMT	SFM	\$8,506.00
			Sub-Total	\$14,763.51
11918	8/25/2023	VOID	AAAE Great Lakes Chapter	-\$2,150.00
			Total	\$12,613.51


 Airport Director


 City Treasury

Joelle Bodin
 Finance Director

Tom Werner
 Executive Director

Kim Maki
 Board President

Signature: 
Joelle Bodin (Sep 7, 2023 20:46 CDT)
 Email: jbodin@duluthairport.com

Signature: *Tom Werner*
 Email: twerner@duluthairport.com

Signature: 
Kim Maki (Sep 8, 2023 09:19 CDT)
 Email: makik@stlouiscountymn.gov

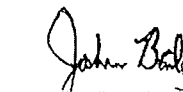
**DAA Operating ACH Payment Register #22-2023
August 14, 2023**

Confirmation #2230268

Document Number	Date	Transaction Type	Payee	Amount
00000084/1	8/14/2023	BILLPMT	Benson Electric Company	\$8,575.12
00000084/10	8/14/2023	BILLPMT	Menards - Hermantown	\$254.23
00000084/11	8/14/2023	BILLPMT	Menards - Hermantown	\$50.28
00000084/12	8/14/2023	BILLPMT	Menards - Hermantown	\$11.03
00000084/13	8/14/2023	BILLPMT	Menards - Hermantown	\$659.93
00000084/14	8/14/2023	BILLPMT	Menards - Hermantown	\$57.95
00000084/15	8/14/2023	BILLPMT	Menards - Hermantown	\$17.97
00000084/16	8/14/2023	BILLPMT	Menards - Hermantown	\$7.47
00000084/17	8/14/2023	BILLPMT	Menards - Hermantown	\$102.22
00000084/18	8/14/2023	BILLPMT	Menards - Hermantown	\$53.76
00000084/19	8/14/2023	BILLPMT	Menards - Hermantown	\$37.34
00000084/2	8/14/2023	BILLPMT	Century Link	\$72.00
00000084/20	8/14/2023	BILLPMT	Menards - Hermantown	\$16.45
00000084/21	8/14/2023	BILLPMT	Menards - Hermantown	\$124.45
00000084/22	8/14/2023	BILLPMT	Menards - West Duluth	\$116.47
00000084/23	8/14/2023	BILLPMT	Motion Industries, Inc.	\$22.62
00000084/24	8/14/2023	BILLPMT	Rendulich Photography	\$525.00
00000084/25	8/14/2023	BILLPMT	Rendulich Photography	\$525.00
00000084/26	8/14/2023	BILLPMT	Schindler Elevator Corp	\$1,397.83
00000084/27	8/14/2023	BILLPMT	SCS Interiors	\$855.00
00000084/28	8/14/2023	BILLPMT	Shel/Don Group Inc.	\$76.63
00000084/29	8/14/2023	BILLPMT	Sweet Green Landscapes LLC	\$400.00
00000084/3	8/14/2023	BILLPMT	Century Link	\$72.00
00000084/30	8/14/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$785.88
00000084/31	8/14/2023	BILLPMT	Waste Management of WI-MN	\$264.89
00000084/32	8/14/2023	BILLPMT	Waste Management of WI-MN	\$1,519.62
00000084/33	8/14/2023	BILLPMT	Waste Management of WI-MN	\$252.73
00000084/34	8/14/2023	BILLPMT	Waste Management of WI-MN	\$99.93
00000084/4	8/14/2023	BILLPMT	Grainger, Inc.	\$153.36
00000084/5	8/14/2023	BILLPMT	Innovational Water Solutions, Inc.	\$148.00
00000084/6	8/14/2023	BILLPMT	Inter City Oil (ICO)	\$127.48
00000084/7	8/14/2023	BILLPMT	Jamar Company	\$3,477.00
00000084/8	8/14/2023	BILLPMT	MacQueen Equipment, Inc.	\$276.36
00000084/9	8/14/2023	BILLPMT	Menards - Hermantown	\$11.96
Total				\$21,147.96



Airport Director



City Treasury

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Aug 14, 2023 08:31 CDT)

Email: jbodin@duluthairport.com

Signature: 
Kim Maki (Aug 14, 2023 08:51 CDT)

Email: makik@stlouiscountymn.gov

**DAA Operating ACH Payment Register #23-2023
August 18, 2023**

Confirmation #2290346

Document Number	Date	Transaction Type	Payee	Amount
00000085/1	8/18/2023	BILLPMT	American Association Of Airport Executives	\$275.00
00000085/10	8/18/2023	BILLPMT	Leon, Kathy	\$60.00
00000085/11	8/18/2023	BILLPMT	Menards - Hermantown	\$417.15
00000085/12	8/18/2023	BILLPMT	Oberon3, Inc.	\$440.00
00000085/13	8/18/2023	BILLPMT	Papko, Mark	\$60.00
00000085/14	8/18/2023	BILLPMT	SCS Interiors	\$855.00
00000085/15	8/18/2023	BILLPMT	Sinnott, Paul	\$60.00
00000085/16	8/18/2023	BILLPMT	Snell, Matthew J	\$60.00
00000085/17	8/18/2023	BILLPMT	Sound Central Service, LLC	\$131.00
00000085/18	8/18/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$574.68
00000085/19	8/18/2023	BILLPMT	Welch, Ryan	\$60.00
00000085/2	8/18/2023	BILLPMT	Best Oil Company	\$10,918.40
00000085/20	8/18/2023	BILLPMT	Werner, Thomas	\$60.00
00000085/3	8/18/2023	BILLPMT	Bodin, Joelle	\$60.00
00000085/4	8/18/2023	BILLPMT	Citon	\$8,916.75
00000085/5	8/18/2023	BILLPMT	Durfee, Tristan	\$60.00
00000085/6	8/18/2023	BILLPMT	General Security Services Corporation	\$28,447.97
00000085/7	8/18/2023	BILLPMT	Graves, John	\$60.00
00000085/8	8/18/2023	BILLPMT	Guardian Pest Solutions	\$211.43
00000085/9	8/18/2023	BILLPMT	Kayser, Jana	\$60.00
Total				\$51,787.38



Airport Director

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President



City Treasury

Signature: 
Joelle Bodin (Aug 21, 2023 08:59 CDT)

Email: jbodin@duluthairport.com

Signature: Tom Werner

Email: twerner@duluthairport.com

Signature: 
Kim Maki (Aug 21, 2023 09:08 CDT)

Email: makik@stlouiscountymn.gov

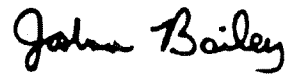
**DAA Operating ACH Payment Register #24-2023
August 28, 2023**

Confirmation #2370196

Document Number	Date	Transaction Type	Payee	Amount
0000087/1	8/28/2023	BILLPMT	1 Giant Voices LLC	\$3,574.89
0000087/10	8/28/2023	BILLPMT	Kraemer Construction, Inc.	\$95.00
0000087/11	8/28/2023	BILLPMT	Landrum and Brown, Incorporated	\$2,000.00
0000087/12	8/28/2023	BILLPMT	Marsh & McLennan Agency LLC	\$3,345.71
0000087/13	8/28/2023	BILLPMT	Menards - Hermantown	\$48.69
0000087/14	8/28/2023	BILLPMT	Menards - Hermantown	\$6.12
0000087/15	8/28/2023	BILLPMT	Menards - Hermantown	\$45.89
0000087/16	8/28/2023	BILLPMT	Menards - Hermantown	\$14.87
0000087/17	8/28/2023	BILLPMT	Menards - Hermantown	\$177.49
0000087/18	8/28/2023	BILLPMT	Menards - Hermantown	\$28.98
0000087/19	8/28/2023	BILLPMT	Metro Sales, Inc.	\$264.14
0000087/2	8/28/2023	BILLPMT	1 Giant Voices LLC	\$325.00
0000087/20	8/28/2023	BILLPMT	Pomp's Tire Service, Inc.	\$1,174.28
0000087/21	8/28/2023	BILLPMT	Sherwin Industries, Inc.	\$1,324.96
0000087/22	8/28/2023	BILLPMT	Spectrum Business	\$178.21
0000087/23	8/28/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$174.88
0000087/24	8/28/2023	BILLPMT	Viking Automatic Sprinkler	\$10,135.00
0000087/3	8/28/2023	BILLPMT	Acme Tools	\$180.94
0000087/4	8/28/2023	BILLPMT	Anderson, Derek	\$88.55
0000087/5	8/28/2023	BILLPMT	Anderson, Derek	\$24.96
0000087/6	8/28/2023	BILLPMT	Anderson, Derek	\$794.32
0000087/7	8/28/2023	BILLPMT	Inter City Oil (ICO)	\$3,584.04
0000087/8	8/28/2023	BILLPMT	Jamar Company	\$7,675.00
0000087/9	8/28/2023	BILLPMT	Kraemer Construction, Inc.	\$120.00
Total				\$35,381.92



Airport Director



City Treasury

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Aug 25, 2023 13:58 CDT)
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Signature: *Tom Werner*
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Signature: 
Kim Maki (Aug 25, 2023 16:31 CDT)
Email: makik@stlouiscountymn.gov

**DAA Operating ACH Payment Register #25-2023
September 7, 2023**

Confirmation #2500402

Document Number	Date	Transaction Type	Payee	Amount
00000088/1	9/7/2023	BILLPMT	1 MediaUSA Adverising Inc	\$1,115.00
00000088/10	9/7/2023	BILLPMT	Jamar Company	\$37,728.00
00000088/11	9/7/2023	BILLPMT	Landrum and Brown, Incorporated	\$2,732.59
00000088/12	9/7/2023	BILLPMT	Menards - Hermantown	\$200.48
00000088/13	9/7/2023	BILLPMT	Metro Sales, Inc.	\$4,000.00
00000088/14	9/7/2023	BILLPMT	Mike's Signs	\$30.00
00000088/15	9/7/2023	BILLPMT	Oakwells CR LLC	\$172.09
00000088/16	9/7/2023	BILLPMT	Paul Bunyan Communications	\$3,460.00
00000088/17	9/7/2023	BILLPMT	Pomp's Tire Service, Inc.	\$1,156.28
00000088/18	9/7/2023	BILLPMT	Schindler Elevator Corp	\$1,397.83
00000088/19	9/7/2023	BILLPMT	SCS Interiors	\$1,710.00
00000088/2	9/7/2023	BILLPMT	American Association Of Airport Executives	\$1,500.00
00000088/20	9/7/2023	BILLPMT	Sound Central Service, LLC	\$131.00
00000088/21	9/7/2023	BILLPMT	State Supply	\$293.66
00000088/22	9/7/2023	BILLPMT	Sweet Green Landscapes LLC	\$643.30
00000088/23	9/7/2023	BILLPMT	Tibodeau, Justin	\$254.98
00000088/24	9/7/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$583.07
00000088/25	9/7/2023	BILLPMT	Waste Management of WI-MN	\$2,173.69
00000088/26	9/7/2023	BILLPMT	Windcave Inc.	\$332.60
00000088/27	9/7/2023	BILLPMT	Ziegler, Inc.	\$873.75
00000088/3	9/7/2023	BILLPMT	Baker, Natalie M	\$1,494.81
00000088/4	9/7/2023	BILLPMT	Best Oil Company	\$5,469.70
00000088/5	9/7/2023	BILLPMT	Como Lube & Supplies	\$260.00
00000088/6	9/7/2023	BILLPMT	Goodin Company	\$184.45
00000088/7	9/7/2023	BILLPMT	Grand Rapids Area Chamber of Commerce	\$225.00
00000088/8	9/7/2023	BILLPMT	Hungry Bear Cookies	\$168.00
00000088/9	9/7/2023	BILLPMT	Innovational Water Solutions, Inc.	\$371.75
Total				<u>\$68,662.03</u>



Airport Director



City Treasury

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Sep 7, 2023 20:47 CDT)

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Signature: *Kim Maki*
Kim Maki (Sep 8, 2023 09:27 CDT)

Email: makik@stlouiscountymn.gov



Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - August 11, 2023

Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Reconstruction - Phase 2 project continued this week with the installation of the storm sewer and drantile systems as well as electrical duct banks. Shafer continued laying the geotextile fabric and constructing the first layer of the underlying pavement section. Parsons performed cutovers for the Air National Guard and FAA's equipment circuitry.

Next Week

Shafer will continue constructing the pavement section and installing the storm sewer and drantile systems. The installation of the storm sewer systems is expected to be completed next week. Parsons will continue with the underground electrical infrastructure installation. Parsons anticipates directionally boring the new FAA ductbank next weekend.

Project Schedule Update

- Due to unforeseen circumstances related to NAVAID communication cables, the project is anticipating a 5-week delay in completion, and the project end date is expected to be **November 6**.

Taxiway A - Phase 2A and 2B Reconstruction Additional Information

There will be temporary stop signs and a flagger along the haul route where construction traffic will cross the SRE Ramp. Please use caution when traversing the SRE Ramp.

(VSR) and Taxilane G, east of the control tower. Taxilane G is restricted to aircraft with a wingspan of less than 79' during Phase 2 to accommodate the temporary helicopter parking.

[The Phase 2A and 2B Construction Safety Phasing Plan \(CSPP\)](#) is updated to show these changes.



*Please note, dates and planned construction related activities are subject to change.
Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.*

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[Project Contact Information](#)

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com
Adinda Van Espen, Project Manager - SEH - avanespen@sehinc.com

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - August 18, 2023

Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Reconstruction - Phase 2 project continued this week with the installation of the electrical ductbanks and finished installing the storm sewer system. Shafer continues constructing the new pavement section and has just started hauling in the aggregate base course. Parsons brought the new electrical circuitry online for Duluth Airport Authority, Air National Guard (ANG), and FAA equipment.

Next Week

Shafer will continue constructing the pavement section. Parsons will continue with the underground electrical infrastructure installation. Parsons anticipates directionally boring the new FAA ductbank this weekend with cutovers to follow.

Project Schedule Update

- Due to unforeseen circumstances related to NAVAID communication cables, the project is anticipating a 5-week delay in completion, and the project end date is expected to be **November 6**.

Taxiway A - Phase 2A and 2B Reconstruction Additional Information

There will be temporary stop signs and a flagger along the haul route where construction traffic will cross the SRE Ramp. Please use caution when traversing the SRE Ramp.

Helicopter parking has been relocated to the area between the Vehicle Service Road

helicopter parking.

[The Phase 2A and 2B Construction Safety Phasing Plan \(CSPP\)](#) is updated to show these changes.



Please note, dates and planned construction related activities are subject to change.
Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.

[Project Contact Information](#)

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - August 25, 2023

Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Reconstruction - Phase 2 project continued this week with installation of the draitile system, construction of the pavement section, hydrovacung around the FAA cables for the upcoming electrical circuitry cutover of the relocated FAA duct bank, and some site cleanup. Parsons performed some electrical circuitry cutovers for Air National Guard equipment, FAA equipment, and additional airfield lighting systems.

Next Week

Shafer will continue constructing the pavement section and installing the draitile system. Parsons will continue with the FAA duct bank cutovers and underground electrical infrastructure installation. There is no construction planned over Labor Day weekend (Saturday-Monday).

Project Schedule Update

- Due to unforeseen circumstances related to NAVAID communication cables, the project is anticipating a 5-week delay in completion, and the project end date is expected to be **November 6**.

Taxiway A - Phase 2A and 2B Reconstruction Additional Information

There are temporary stop signs and a flagger along the haul route where construction traffic will cross the SRE Ramp. Please use caution when traversing the SRE Ramp.

(VSR) and Taxilane G, east of the control tower. Taxilane G is restricted to aircraft with a wingspan of less than 79' during Phase 2 to accommodate the temporary helicopter parking.

You can view the [Phase 2A and 2B Construction Safety Phasing Plan \(CSPP\)](#) here.





Ranch Hangar Construction Progress

All day Wednesday, August 30th, contractors will be unloading (4) semis of materials on the airfield side of the security fence.

Airfield impacts are anticipated to be limited to the taxilane south of Monaco around the fuel facilities and the construction site. Please use caution when taxiing or driving around this area.



*Please note, dates and planned construction related activities are subject to change.
Airfield **NOTAMS** should be checked to confirm the current status of the airfield.*

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Taxiway A Reconstruction: Adinda Van Espen, PM - SEH - avanespen@sehinc.com

Ranch Hangar Construction: Dustin Wick, PM - KA - 218.348.1983

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Duluth International Airport

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - September 1, 2023

Taxiway A - Phase 2A and 2B Reconstruction

Installation of the daintile system, construction of the pavement section, and removal of the FAA duct bank inside the project area was completed this week as part of the Taxiway A - Phase 2 project. Shafer started with site cleanup and topsoil placement. Parsons performed electrical circuitry cutovers for FAA cables in the relocated FAA duct bank and continued with the installation of other electrical infrastructure.

Next Week

Shafer will continue constructing the pavement section and finish installing the daintile system. Parsons will continue with the underground electrical infrastructure installation. There is no construction planned over Labor Day weekend (Saturday-Monday).

Project Schedule Update

- Due to unforeseen circumstances related to NAVAID communication cables, the project is anticipating a 5-week delay in completion, and the project end date is expected to be **November 6**.

Taxiway A - Phase 2A and 2B Reconstruction Additional Information

There are temporary stop signs and a flagger along the haul route where construction traffic will cross the SRE Ramp. Please use caution when traversing the SRE Ramp.

(VSR) and Taxilane G, east of the control tower. Taxilane G is restricted to aircraft with a wingspan of less than 79' during Phase 2 to accommodate the temporary helicopter parking.

You can view the [Phase 2A and 2B Construction Safety Phasing Plan \(CSPP\)](#) here.





Ranch Hangar Construction Progress

This past week materials were delivered to the construction site for the Ranch Hangar. Next week, ground survey work is anticipated as well as Stormwater Pollution Prevention Plan (SWPPP) work.

The construction area is located inside a fenced-off area and limited airfield impacts are anticipated to the taxiway south of Monaco around the fuel facilities and the construction site. Please use caution when taxiing or driving around this area.



*Please note, dates and planned construction related activities are subject to change.
Airfield **NOTAMS** should be checked to confirm the current status of the airfield.*

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Taxiway A Reconstruction: Adinda Van Espen, PM - SEH - avanespen@sehinc.com

Ranch Hangar Construction: Dustin Wick, PM - KA - 218.348.1983

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Duluth International Airport

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - September 8, 2023

Taxiway A - Phase 2A and 2B Reconstruction

This week, the contractor continued with installing the draitile system, removing the FAA duct bank, and placing the aggregate base. The electrical subcontractor continued with the installation of electrical infrastructure.

Next Week

Shafer will continue constructing the pavement section. Parsons will continue with the underground electrical infrastructure installation.

Anticipated Runway 9/27 Closures

Night closures of Runway 9/27 are tentatively scheduled to start on Sunday, October 1 and continue through Friday, October 6. The 60-hour Runway 9/27 closure is tentatively scheduled to start on Friday, October 6 and continue through Monday, October 9. Following the 60-hour closure, there will be several more night closures. Please monitor NOTAMs. Schedule updates will be provided on a weekly basis.

Project Schedule Update

- Due to unforeseen circumstances related to NAVAID communication cables, the project is anticipating a 5-week delay in completion, and the project end date is expected to be **November 6**.
-
-



Taxiway A - Phase 2A and 2B Reconstruction Additional Information

There are temporary stop signs and a flagger along the haul route where construction traffic will cross the SRE Ramp. Please use caution when traversing the SRE Ramp.

Helicopter parking has been relocated to the area between the Vehicle Service Road

helicopter parking.

You can view the [Phase 2A and 2B Construction Safety Phasing Plan \(CSPP\)](#) here.

Ranch Hangar Construction Progress

Earthwork construction is starting on Monday the 11th and will continue through the entire week.

The construction area is located inside a fenced-off area and limited airfield impacts are anticipated to the taxiway south of Monaco around the fuel facilities and the construction site. Please use caution when taxiing or driving around this area.

*Please note, dates and planned construction related activities are subject to change. Airfield **NOTAMS** should be checked to confirm the current status of the airfield.*

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Taxiway A Reconstruction: Adinda Van Espen, PM - SEH - avanespen@sehinc.com

Ranch Hangar Construction: Dustin Wick, PM - KA - 218.348.1983

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Duluth International Airport
(218) 727-2968
daa@duluthairport.com

August 2, 2023

Tom Werner
c/o Duluth Airport Authority
4701 Grinden Drive
Duluth MN 55811



Tom,

As we conclude the 2023 Duluth Air and Aviation Expo, presented by Essentia Health, I wanted to thank you for your partnership and support!

The Duluth Airshow, presented by Essentia Health continues to grow, and we could not host this world-class event in Duluth without your support! Our initial estimates show a much-needed influx of tourism dollars into our local economy of more than \$20 million dollars over the event week. Your partnership allows us to support more than 65 area non-profit and civic groups who worked the event and generated revenue from the air show to sustain their organization for 2023. In some cases, you helped us erase debt for many of these groups and put them on the path to sustainment.

The Duluth Airshow, presented by Essentia Health, also provided educational opportunities in aviation and aerospace careers. With the help of local colleges, universities, and STEM programming we were able to feature our community as a mecca for aviation as well as showcase our hospitality and tourism sectors.

Planning is well underway for next year's show that will take place in just under 10 months on May 18-19, 2024, and we are excited to integrate our STEM and aviation programming into area schools, and welcome back the United States Air Force Thunderbirds!

On behalf of the Duluth Airshow Leadership Team, Committee Members, Staff and Volunteers, I want to personally thank you for your commitment to the 2023 show and for your ongoing support of Duluth Air and Aviation Expo, presented by Essentia Health, as we head into 2024.

Respectfully,

Ryan Kern
President/Founder
Duluth Airshow

IV. - C.

From: Mark Papko <DAA@duluthairport.com>

Sent: Friday, August 11, 2023 11:14 AM

To: Joelle Bodin <jbodin@duluthairport.com>

Subject: Tenant Notification: Cirrus Aircraft Innovation Center Move Project

Tenant and Airfield User Notice

Duluth International Airport (DLH)

Cirrus Aircraft Innovation Center - Move Project

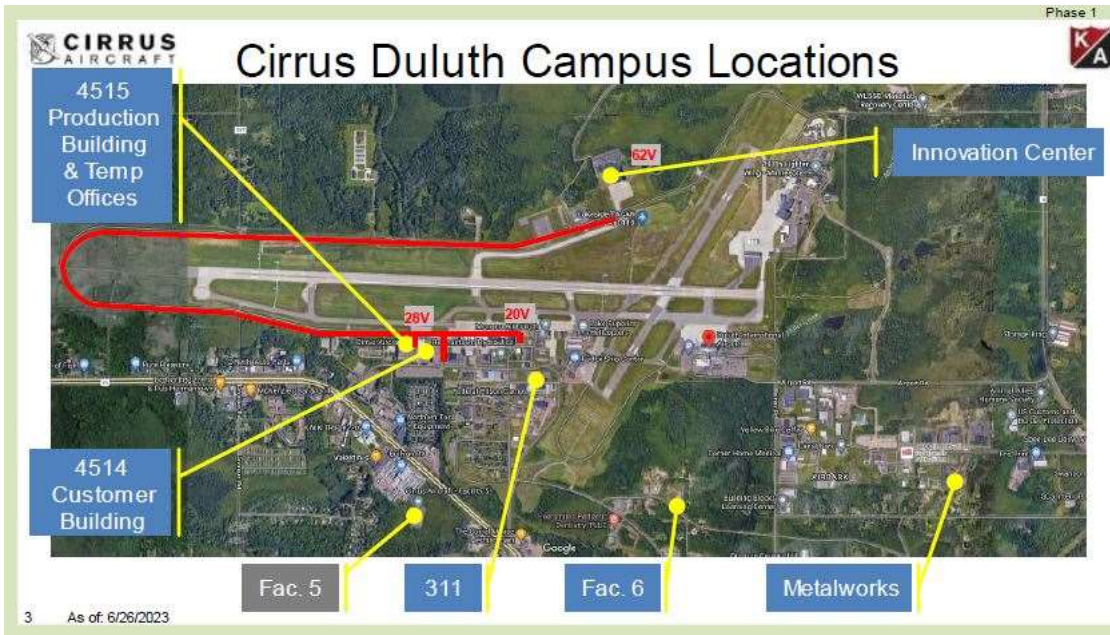
As many of you have noticed, there has been additional vehicle traffic on the west end of the perimeter road of the airfield. This traffic is a Kraus -Anderson Construction lead/managed move of the Cirrus Aircraft Innovation Center from their south campus to their new north Campus (old AAR Hanger). This activity is being conducted by badged escort personnel in accordance with DAA regulations. Several large tractor trailers and trucks with unique loads will intermittently be convoyed in a shuttle between the two locations per the below route. No blocking nor slowed traffic is anticipated with this additional traffic activity.

Duration

- July 28, 2023 to September 1, 2023

Points of Contact:

- Wade Engebretson, KA Field Superintendent in charge of this effort.
Mobile (218) 940-1838
- Gallagher, KA Senior PM planning and coordinating this effort.
Mobile (218) 590-5578
- Chelsey Kroells KA PM working this effort.
Mobile (218) 343-5185



Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Wade Engbretson, Field Superintendent - KA - 218-940-1838

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daa@duluthairport.com

IV. - D.

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My View Following Saved

World at Work

Focus: US airline pilots fight their unions to increase retirement age

By **Rajesh Kumar Singh** and **Allison Lampert**

August 22, 2023 9:12 AM CDT · Updated 6 hours ago



[1/2] Pilots are seen in the cockpit of an airplane as it sits on the tarmac at John F. Kennedy International Airport on the July 4th weekend in Queens, New York City, U.S., July 2, 2022. REUTERS/Andrew Acquire Lice... [Read more](#)



Feedback

Aug 22 (Reuters) - Bo Ellis has been a devoted member of the Air Line Pilots Association (ALPA) for nearly four decades, but the 64-year-old is waging a campaign against the union to extend his flying career.

ALPA and other pilot unions oppose a bill in the U.S. Congress that seeks to raise the retirement age for commercial airline pilots to 67 from 65, arguing it will "introduce new risk" into the aviation system as no safety agency has studied its implications.

The measure, however, is estimated to provide 5,000 pilots like Ellis the option to continue working over the next two years, according to the Regional Airline Association (RAA).

Increasing the age limit by two years would also align pilot retirement with the minimum federal retirement age, allowing them to receive full social security benefits.

Ellis, a head pilot at a U.S. carrier, said senior pilots are "by far much safer" due to experience, accusing ALPA of "politicizing" safety.

"My own union is being discriminatory against me," he said.

PILOTS LOBBY LAWMAKERS

Ellis has co-founded a coalition of thousands of pilots at carriers including Delta ([DAL.N](#)), United ([UAL.Q](#)), American ([AAL.Q](#)) and Southwest Airlines ([LUV.N](#)) to lobby for the legislation and has contacted over 200 lawmakers.

In a statement, ALPA said it "carefully" considered and its elected representatives voted "unanimously" last October to reaffirm its opposition to an "arbitrary change" in the retirement age.

"America did not establish the aviation safety gold standard by cutting corners when making significant changes to our complex, global aviation system," ALPA said.

Rick Redfern, a Mesa Air ([MESA.Q](#)) pilot who was present at ALPA's October meeting, said the union's board merely approved its strategic plan which contains its position on age. But the specific question of increasing the retirement age to 67 was never brought to the floor for a vote. Two other pilots, present at the meeting, confirmed Redfern's account.

Internal emails reviewed by Reuters and interviews with a dozen pilots show members are divided over the age issue. Some of the pilots asked not to have their employers identified due to the risk of losing their jobs.

In previously unreported developments, a proposal by Mesa pilots seeking a vote on the age limit is expected to be discussed at ALPA's national executive council in September, said Redfern.

ALPA needs to "get the pulse of the community," said Redfern, an ALPA representative for MESA pilots.

Similarly, ALPA's unit at United Airlines is polling pilots on the issue for the first time in 16 years.

"We are fully aware of the passion raised over the issue," ALPA said in an Aug. 3 memo to United pilots that was seen by Reuters.

The measure, expected to be taken up by the U.S. Senate in September after its approval in the House of Representatives last month, can mitigate staffing gaps at carriers that have led to a reduction in air service to more than 300 U.S. airports.

"It will provide some much-needed relief," said airline stocks analyst Savanthi Syth of Raymond James.

JUNIOR VERSUS SENIOR PILOTS

All airline pilots are required to pass medical tests every six months and those older than 40 must undergo ECG heart screening annually. Additionally, all pilots have their skills regularly evaluated in flight simulators to ensure proficiency.

Advocates of the measure said advancements in medical science have led to a better understanding of pilot incapacitation. They point to Canada, Japan and Australia, countries with either higher or no age limit for pilots.

Also, pilots are allowed to fly corporate and charter jets beyond the age of 65.

Take Dan Carr, a former Mesa captain who turned 66 this month and flies business jets. If he was allowed to retire at 67, Carr said he would have never left Mesa.

"I feel like I'm at the pinnacle of my ability," he said.

Some older pilots want to work longer to benefit from salary increases after enduring economic losses in the coronavirus pandemic during 2020-2021 and various airline bankruptcies.

They accused union leaders of pandering to junior pilots, who outnumber senior aviators and fear a higher retirement age would hurt their career progression.

"This is a coup by junior pilots against senior pilots," said Allen Baker, who retired as a United Airlines pilot in June.

ALPA said its stand on age is the result of a "democratic process" and reflects "the will" of its members.

Baker, 65, shared an email with Reuters which he wrote to ALPA leadership at United weeks before his retirement, complaining about a "slander campaign" by junior pilots against senior members like him.

Dennis Tajer, a spokesman for American Airlines pilots union, said pilots seeking higher retirement age want to keep earning longer.

DIVIDED AIRLINES

ALPA said changes to aviation policy should not be done "in the backrooms of Congress or at the behest of moneyed special interests." It has warned the move could cause airline scheduling and pilot training issues, and require reopening pilot contracts as current international rules would still prevent pilots older than 65 from flying internationally.

In an interview, ALPA head Jason Ambrosi said the measure would drive up airline costs and ticket prices for customers. He, however, did not provide any specific data to back his argument.

Like pilots, airlines are also split. Frontier Airlines ([ULCC.O](#)) CEO Barry Biffle said pilots should be allowed to fly as long as they clear their medical tests, joining the global airline trade group, International Air Transport Association and the RAA, in supporting the legislation.

But United Airlines CEO Scott Kirby has said lifting the retirement age would not solve the pilot shortage. Last year, he said 36% of the company's pilots aged 64 were out on sick, long-term, or short-term medical leave.

Mesa's CEO Jonathan Ornstein said he would love to have pilots like former Mesa employee Carr fly longer. The airline's operations are suffering as it has lost 37% of its captains due to retirement and attrition since early 2022.

"If the regulations permitted, I'd take them all back," he said.

Reporting by Rajesh Kumar Singh in Chicago and Allison Lampert in Montreal; editing by Ben Klayman and Grant McCool

Our Standards: [The Thomson Reuters Trust Principles](#).

IV. - E.

http://www.businessnorth.com/around_the_region/giant-voices-lands-daa-account/article_045d3d44-4358-11ee-bd95-bfc49ab4061d.html

Giant Voices lands DAA account

NEWS RELEASE

Aug 25, 2023

Giant Voices, Inc. announces the Duluth Airport Authority (DAA) has become the firm's newest client.

The DAA selected Giant Voices as its new marketing partner after a competitive proposal process. Giant Voices' economic development and strategic marketing experience align with the DAA's ambitious goals, the marketing and public relations firm said in a news release.

"I am excited for the opportunity to use our economic development expertise to support and grow the regional aviation industry," said Lisa Bodine, Giant Voices president and partner. "The Duluth Airport Authority enables an exponential impact in our region, and our team is looking forward to generating awareness and promoting opportunities to fly locally."

The Duluth International Airport contributes \$760 million to regional economic activity. Access to a high-quality, trusted aviation center creates endless opportunities for business, tourism and the general public, Giant Voices said, adding that with six flights daily, incredible customer service and streamlined security checkpoints, the Duluth International Airport (DLH) elevates our region with high-quality services. DLH also offers community meeting spaces and conference rooms, excellent dining and catering options and competitive career opportunities.

The local aviation sector helps attract and retain businesses throughout our region, making it critical to economic growth. Northern Minnesota has the infrastructure, training programs and skilled workforce needed for aviation to succeed. Giant Voices and the DAA will be working together to promote business and recreational travel via DLH and grow general aviation activity at the Sky Harbor Airport (DYT).

"Giant Voices understands the complexities of economic development and has completed incredible work to support a variety of industries and businesses throughout our region," said Tom Werner, DAA executive director. "This partnership underscores our commitment to strengthening the regional

economy by growing our local aviation industry.”

IV. - F.

http://www.businessnorth.com/daily_briefing/sky-harbor-airport-to-receive-3-7-million-upgrade/article_dfa5e79a-4775-11ee-864a-1bd8ed9927b9.html

Sky Harbor Airport to receive \$3.7 million upgrade

BusinessNorth

Aug 30, 2023



A \$2.3 million terminal, pictured, and a \$1.4 million maintenance facility are part of the Sky Harbor upgrade.

Two new structures will be constructed at Sky Harbor Airport on Minnesota Point in an effort to make Duluth a more inviting place for general aviation pilots and their passengers.

A new terminal building will be built at a cost of approximately \$2.3 million and a maintenance terminal for \$1.4 million, according to Tom Werner, executive director of the Duluth Airport Authority, which manages Sky Harbor.

“The project will be a win for tourists and the Duluth economy,” Mayor Emily Larson said at a Wednesday news conference.

Plan promoters noted the project will make a key entrance to the city much more inviting. Ninety percent of funding will be provided by the federal government, with the city and state each contributing five percent.

Sky Harbor has received a number of improvements in recent years, including a runway realignment. In addition to the concrete runway, there also are two adjacent sea lanes in the harbor.

The facility supports about 13,000 landings/takeoffs annually. Pilots who utilize the airport tend to reside in the seven state region surrounding Sky Harbor, Werner said.

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DAA breaks ground on new airport terminal on Park Point



By [Hayley Raatsi](#)

Published: Aug. 30, 2023 at 4:15 PM CDT



DULUTH, MN. (Northern News Now) - Duluth leaders kicked off construction on a new airport terminal Wednesday.

A groundbreaking ceremony was held for the new terminal at the Sky Harbor Regional Airport on Park Point, which serves smaller planes and seaplanes.

The Duluth Airport Authority (DAA) says the new terminal will feature an upscale pilot lounge, a flight planning room, and outdoor patio areas.

It's stated that 90% of the funding for the \$2.3 million project will come from federal grants with the rest coming from state and local funds.

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Sky Harbor Regional Airport building replacement design (Northern News Now)

The new terminal will also be ADA-compliant, one of the several features the current building lacks.

“This building is really not suited our users very well for a long time,” says Tom Werner, DAA Executive Director. “The space isn’t set up well and it really has limited capabilities for meeting.”

He added the building performs the very basic functions of getting pilot information through the instrumentation that they currently have.

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Construction is expected to be completed by the end of spring 2024.

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New Airport Terminal Announced for Sky Harbor

August 30, 2023 by [Drew Kerner](https://www.fox21online.com/author/dkerner/) (<https://www.fox21online.com/author/dkerner/>).

DULUTH, Minn. — Park Point’s Sky Harbor is receiving a few new additions.

During a groundbreaking ceremony today, the Duluth Airport Authority announced a new \$2.3 million airport terminal and a \$1.4 million equipment facility. The combined \$3.7 million project also hopes to improve accessibility and update amenities. They received 90% of the funds through the Investment and Infrastructure Job Act.

Several years ago, the Duluth Airport Authority determined the functionality of the airstrip. They found several issues like having to realign their runway and environmental concerns over their impact.

“But it was with that project we decided that we really needed to continue our investment to make Sky Harbor, really an asset and a gem that anchors Park Point. Through this project we continue that progress,” said Executive Director of the Duluth Airport Authority Tom Werner.

Sky Harbor’s new additions will be available for the flying public and professional aviators. Construction on the new airport terminal is expected to be completed by spring 2024.

Categories: [Minnesota](https://www.fox21online.com/category/news/minnesota/) (<https://www.fox21online.com/category/news/minnesota/>), [News](https://www.fox21online.com/category/news/) (<https://www.fox21online.com/category/news/>), [News – Latest News](https://www.fox21online.com/category/news/latest-news/) (<https://www.fox21online.com/category/news/latest-news/>).

Tags: [Duluth Airport Authority](https://www.fox21online.com/tag/duluth-airport-authority/) (<https://www.fox21online.com/tag/duluth-airport-authority/>), [Sky Harbor Airport](https://www.fox21online.com/tag/sky-harbor-airport/) (<https://www.fox21online.com/tag/sky-harbor-airport/>).

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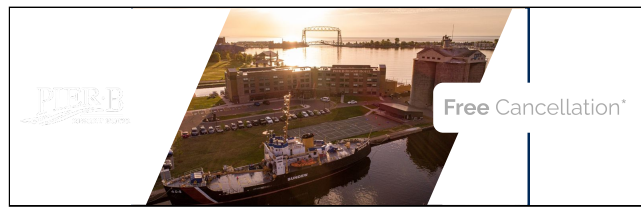
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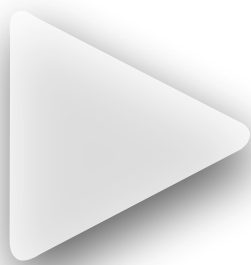
Special Weather Statement and 1 more alert



Sky Harbor Regional Airport to undergo \$2.45 million project

Nyah Adams WDIO

August 30, 2023 - 6:12 PM



The Sky Harbor Regional Airport is getting \$2.3 million upgrade. Today, city and Duluth Airport Authority officials broke ground at the airport.

Executive Director of the DAA Tom Werner says that most of the funding will come from the federal government and some from the state and the DAA as well. The project is set to be finished in Spring of 2024.

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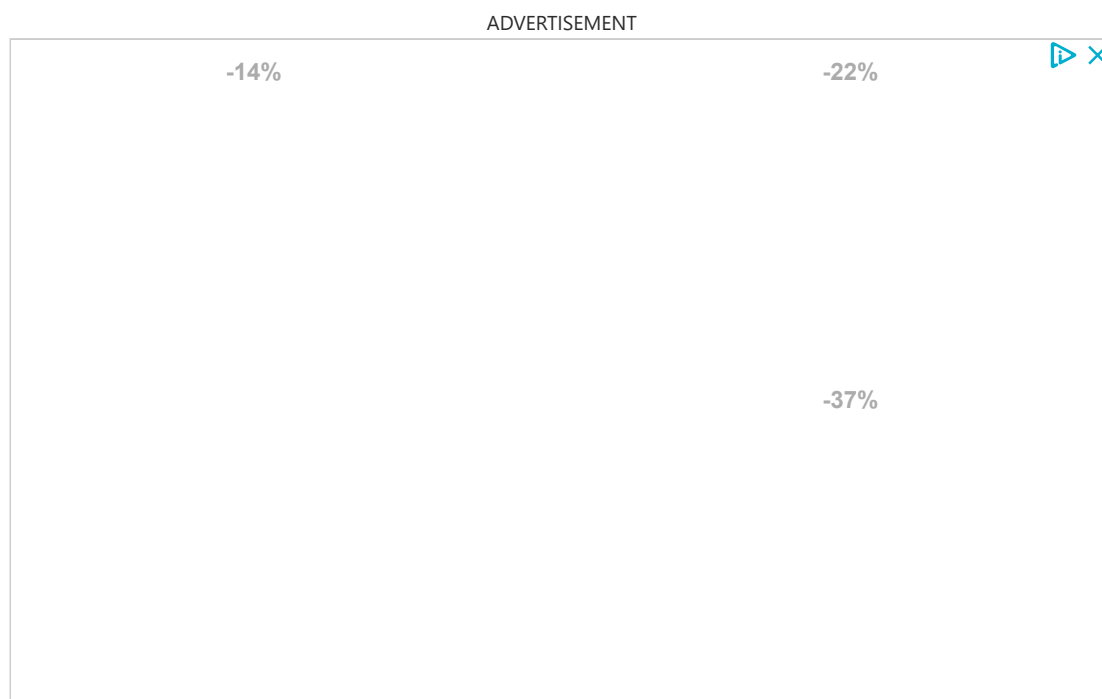




A local pilot I spoke with says there is nothing wrong with the current building, a lot of it is just outdated so it doesn't get proper use. "With the construction, there will be a lot more use of the space," said Tom Sullivan.

Werner mentioned that the space is not the most environmentally friendly space, but after renovations it will be much more modern to help combat excessive energy use.

If you're wondering why this airport is an important asset to the Twin Ports, officials say that this is the only place where the National Weather Service takes its data from. They add that technology was added a few years back.



With the renovations comes, an upscale pilot lounge, a modern flight planning room, up to date aeronautical information, ending options and outdoor patio areas.

"People may not know that they can camp here," said Werner. He mentions the space for under-wing camping will be greatly improved. If you would like to camp at Sky Harbor, officials note they have complimentary cars for use.

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[Prep Football: Esko topples Duluth East, Rock Ridge wins first game on new turf](#)



[Brandon Weatherz: Record heat expected Labor Day weekend](#)

BUSINESS

Sky Harbor Airport plans ascent with new, modern facilities

The \$2.45 million terminal and \$1.37 million maintenance building aim to meet today's compliance and user needs.



Representatives from the Duluth Airport Authority and other organizations break ground on the new terminal and maintenance facility at the Sky Harbor Regional Airport on Wednesday. Duluth News Tribune / Brielle Bredsten



By **Brielle Bredsten**

August 31, 2023 at 6:32 PM

 Share

 News reporting

DULUTH — Work will begin this fall on the new terminal and maintenance facility at [Sky Harbor Regional Airport](https://skyharbor.duluthairport.com/)(<https://skyharbor.duluthairport.com/>) . The project is anticipated to be complete by summer 2024.



A sea plane at Sky Harbor in Duluth on Wednesday. Brielle Bredsten / Duluth News Tribune

Outdated facilities

Sky Harbor is owned and operated by the Duluth Airport Authority. It consists of a 2,600-foot-long runway, parallel taxiway and seaplane ramp. Its existing terminal building was constructed in 1979.



Tom Werner, executive director of the Duluth Airport Authority, speaks during the ceremony. Brielle Bredsten / Duluth News Tribune

For decades, it welcomed visitors to Duluth, greeted residents home and provided a place for pilots to get the latest information before they have their upcoming flight, according to Tom Werner, Duluth Airport Authority's executive director.

However, the building doesn't meet Americans with Disabilities Act standards and is no longer well-suited for its users, Werner said during a groundbreaking ceremony Wednesday. "It really has limited capabilities for meeting," he said.



(<https://www.duluthnewstribune.com/business/faa-eyes-locations-for-duluth-airport-tower>)

ALSO READ: FAA eyes locations for Duluth airport tower(<https://www.duluthnewstribune.com/business/faa-eyes-locations-for-duluth-airport-tower>)

Hermantown Hydraulics and Hydrosolutions of Duluth occupy the potential sites owned by the Duluth Airport Authority.

"The previous terminal had a lot of underutilized space that hadn't been used in years, like an apartment in the back and a second floor," Sky Harbor Airport Manager Tristan Durfee said.

The new terminal will meet all floodplain requirements, according to a news release.

"Trying to find the right balance of preservation and opportunity of economic investment and recreation can be really challenging and it takes good, solid leadership to help navigate that," Duluth Mayor Emily Larson said Wednesday.



Duluth Mayor Emily Larson speaks during the Duluth Airport Authority's groundbreaking ceremony. Brielle Bredsten / Duluth News Tribune

Several years ago, the Duluth Airport Authority concluded a 15-year process to determine the viability of Sky Harbor and decide whether aviation could exist with the natural environment in Park Point, Werner said.

Driving down expenses, fees

The terminal side of the building will be demolished and the attached hangar will receive a new roof and siding.

Equipment that is stored in the hangar will find a new home in the planned snow removal equipment building, freeing up the hangar space for lease.

"This development project allows the Authority to maximize revenue-generating space in the hangar, and it better positions Sky Harbor as a financially self-sustaining airport," said Kimberly Maki, the Authority's board president and a St. Louis County attorney.



Kimberly Maki, St. Louis County attorney and president of the Duluth Airport Authority board, speaks during the groundbreaking ceremony. Brielle Bredsten / Duluth News Tribune

The new 1,800-square-foot terminal will provide layout, accessibility and energy efficiency improvements, as well as an expanded public space, according to the press release. It will feature an upscale pilot lounge, modern flight planning room with aeronautical information, ending options and outdoor patio areas.



(<https://www.duluthnewstribune.com/news/local/northlandia-the-stories-behind-the-display-jets-dotting-duluth>)

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Duluth(<https://www.duluthnewstribune.com/news/local/northlandia-the-stories-behind-the-display-jets-dotting-duluth>)

The 148th Fighter Wing sports an F-16 at its entrance, plus there's a F-4 at Duluth International Airport, a F-101 along U.S. Highway 2 in Proctor, and a T-33 "Shooting Star" in West Duluth.

Although the new terminal will be slightly smaller than the existing building, the main general area will expand to the public and have ADA-compliant restrooms, according to Durfee.

"We are an enterprise-funded government and do run this airport off of user fees, which means we're not a burden to the property tax of Duluth," Werner said.

Paid with local, state, federal funds

The project will involve providing an interim terminal facility for airport users during the construction phase.



A construction project at Sky Harbor Regional Airport in Duluth is slated to begin in fall 2023 and be completed by summer 2024. Brielle Bredsten / Duluth News Tribune

Werner recognized many partners that have come together on the project, including the Federal Aviation Administration, Minnesota Department of Transportation Aeronautics, the aviation community and the Park Point community.

"We go out for public bid on all of these projects," Werner said. "All of the construction job creation that comes out of this project and the maintenance facility, a vast majority are staying local. We're really, really proud of that fact.

"The Investment and Infrastructure Job Act was a major grant source for us for this project. We were able to leverage it on a considerable amount," he said.



(<https://www.duluthnewstribune.com/news/stauber->

FROM 2022: Stauber touts airport grants funded by infrastructure bill he voted against(<https://www.duluthnewstribune.com/news/stauber-touts-airport-grants-funded-by-infrastructure-bill-he-voted-against>)

The 8th District DFL unit called it "vote-no-and-take-credit hypocrisy."

touts-airport-
grants-funded-by-
infrastructure-bill-
he-voted-against)

The new terminal building costs a total of \$2.45 million, including \$190,000 from the Duluth Airport Authority; \$330,000 in state funding from the Airport Construction Grant Program; and \$1.93 million in federal funding from the Bipartisan Infrastructure Law Airport Terminal Program and its Infrastructure Grant, as well as the Airport Improvement Program.

The maintenance building portion of the project is funded by \$1.16 million in federal funds, \$120,000 from the state and \$90,000 from the Duluth Airport Authority, totaling \$1.37 million.

Eye on tourism

Sky Harbor has an average of 13,500 flight operations per year, consisting primarily of single-engine aircraft, Maki said.

Private aircraft owners primarily from a seven-state region come to Sky Harbor for a variety of reasons, Werner said, like parking their planes, fueling and using the courtesy car while under-wing camping, sightseeing and running errands.



A crowd gathers during Duluth Airport Authority's groundbreaking ceremony. Brielle Bredsten / Duluth News Tribune

"The addition of the new terminal building will serve the needs not only of the flying public, but serve as another welcome front door to the Sky Harbor for the community," Werner said. "It brings us one step closer to achieving our vision to be an inviting place for aviation that also serves as a unique part of the recreational opportunities here on Park Point. "

"It's a job creator," he said. "It's a front door to our community."

MORE BY BRIELLE BREDSTEN



(<https://www.duluthnewstribune.com/business/umd-student-launches-food-truck-tracking-website>)

UMD student launches food truck tracking website(<https://www.duluthnewstribune.com/business/umd-student-launches-food-truck-tracking-website>)

3d ago

IV. - K.

From: [Don Monaco](#)
To: [Tom Werner](#); [makik](#)
Cc: [Bill King \(skykingpilot@gmail.com\)](#); [Dave Gaddie \(dgaddie@bell.bank\)](#); [ehansen](#); [Greg Fox \(gregandsheilafox@hotmail.com\)](#); [Michael A. Magni](#); [Pat Mullen \(runtrailfree@gmail.com\)](#); [Richard Stewart \(RStewart@uwsuper.edu\)](#); ["Steve Overom \(soverom@overomlaw.com\)"](#); [DAA](#)
Subject: August, 2023 Monaco Air Foundation Report
Date: Saturday, September 2, 2023 9:54:41 AM

Tom and Kim,

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

Summary of August 2023 Activities

Airport Tour Program: The Foundation solicits and coordinates Duluth International Airport tours for groups of high school students and other groups.

Other Initiatives: The Foundation welcomes 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*](mailto:donm@monacoairduluth.com)

[*www.monacoairduluth.com*](http://www.monacoairduluth.com)

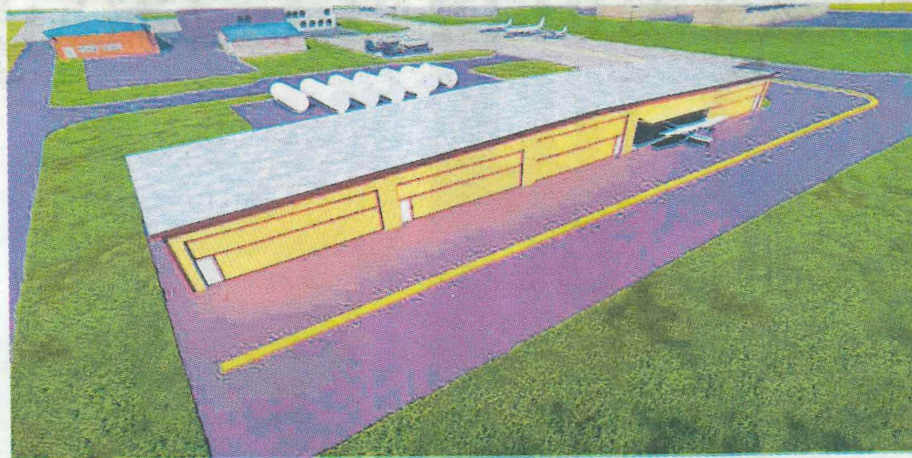
Business North, September

Ground broken for five-bay airport hanger

The Duluth Airport Authority (DAA) broke ground Aug. 2 for new general aviation hangars. This is the first set of hangars built by the Authority in 25 years, marking a new age of general aviation expansion.

The 5-bay ranch hangar building will be fully finished, heated and will diversify the airport's product offering to the general aviation population in our region. There's a significant general aviation hanger shortage in our region at the current time, said Duluth International Airport Authority Executive Director Tom Warner. "General aviation is growing in this area and we want to be ready for that," he said at a news conference.

The new construction also meets the goal of developing underutilized property at the airport, noted Kim Maki, presi-



There is a significant shortage of hanger space in the region, which the new development will help to reduce.

dent of the Airport Authority. "We want more and larger hangars like this," she said.

The project was designed and engineered by SEH. Kraus Ander-

son is the construction manager. Work is scheduled to conclude by the end of 2023 and will cost a total of \$1.8 million.

Major Sky Harbor upgrade announced

Two new structures will be constructed at Sky Harbor Airport on Minnesota Point in an effort to make Duluth a more inviting place for general aviation pilots and their passengers.

A new terminal building will be built at a cost of approximately \$2.3 million and a maintenance terminal for \$1.4 million, according to Tom Werner, executive director of the Duluth Airport Authority, which manages Sky Harbor.

Plan promoters noted the project will make a key entrance to the city much more inviting. Ninety percent of funding will be provided by the federal government, with the city and state each contributing five percent.

The facility supports about 13,000 landings/takeoffs annually.

Business North, September 2023

Newsmakers

Duluth Airport Authority

The Duluth Airport Authority has



Martin



Durfee

hired Cole Martin to the organization as a finance technician. Martin joined the DAA team in June. He graduated from the College of St. Scholastica with a bachelor's in finance, minoring in marketing and management. Before joining the DAA, his background included working in the finance department at a local hospital and as a financial analyst, advisor, and implementation project manager. Originally from Cook, Martin enjoys golfing and actively engaging in volunteer work. He has recently joined the

Board of Directors for Grandma's Marathon Co. and has enjoyed the rewarding experience he has had.

The authority hired Tristian Durfee to become the manager of Sky Harbor Airport. Durfee has been working at the Duluth International Airport for three years in airfield operations prior to this promotion. He previously had worked as an aircraft mechanic and has an associate degree from Lake Superior College.



August 18, 2023

MEMORANDUM FOR RECORD

RE: Employee Incentive Recommendation

In accordance with Duluth Airport Authority's (DAA) Operating Policy 5 (OP 5), I recommend \$1500 incentive awards for Jana Kayser and Joelle Bodin.

I have investigated the circumstances and support its consideration by the DAA Board of Directors. The following is a summary supporting the recommended awards:

As staff directors, Jana and Joelle have set an example for our team by selflessly giving their time and talents, beyond the scope of their normal areas of responsibility, to ensure the DAA is successful. This was never more evident than from November 1, 2022 to August 1, 2023. During this time the DAA was short 1-3 key administrative staff. Both Jana and Joelle took up several key duties while expertly managing their normal functional areas. Some of these duties included:

- Board meeting preparation including attendance, posting of meetings, agendas, board packet composition, and board meeting minutes
- Activity statistics
- Website updates as needed, fixing errors, working through parking changes, etc.
- Ordering of office supplies as needed
- DAA general phone: reconfigured the phone tree as needed/as issues came up, responded to general DAA phone calls/messages
- DAA general email management
- Airline schedule distribution
- Parking/permitting
- Conference room rental
- Mail distribution
- Management of marketing invoice processing
- Process improvement: preparing for new employees; creating how-to documents and templates; organizing the general email; streamlining ordering accounts

Jana worked on many of her additional duties while actively cultivating several key development projects such as Project Eagle Dare, LifeLinkIII and the ranch hangar development. Joelle diligently completed many of these tasks during budget preparation and audit season(s). Both individuals have been key to new employee success by providing on-going training while preserving the continuity of their lines of business.



DULUTH AIRPORT AUTHORITY

It is without question that Jana and Joelle have selflessly contributed to the DAA's success, leading by example consistent with our values. Please refer questions regarding this recommendation to the undersigned.

Sincerely,

Tom Werner

Tom Werner, C.M.
Executive Director
Duluth Airport Authority

SEH Terminal Office Lease Duluth International Airport

Terms:

- 1 year

Background:

- SEH has leased an office in the Terminal since 2016.

Agreement Overview:

- 166 square foot office lease on second floor of Terminal
- Rate is based on our annually adopted Rates & Charges, the 2022 rate is \$42.31 per square foot per year; monthly rate \$585.29.

Why were the changes in key terms needed/wanted?

- Lease renewal

**SEH TERMINAL OFFICE SPACE LEASE AGREEMENT
DULUTH INTERNATIONAL AIRPORT**

The parties to this Agreement are the DULUTH AIRPORT AUTHORITY, a governmental body organized and existing under Chapter 577 of the Laws of Minnesota, 1969, hereinafter known as "Authority", and Short Elliott Hendrickson Inc. doing business as "SEH", an employee owned company organized and incorporated in the State of Minnesota, hereinafter referred to as "Lessee".

WHEREAS, The Authority is a public body created pursuant to Minnesota Laws 1969, Chapter 577 and responsible for the operation of the Duluth International Airport located in and adjacent to the City of Duluth, Minnesota; and

WHEREAS, The Lessee desires to lease space in the terminal at the Airport and the Authority agrees to allow the Lessee to lease space under the terms and conditions set forth herein

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

**SECTION 1
DEFINITIONS**

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

- A. Airport: shall mean the Duluth International Airport located in and adjacent to the City of Duluth, County of St. Louis, and State of Minnesota.
- B. City: shall mean the City of Duluth, Minnesota.
- C. Consent or Approval of Authority and 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 the Executive Director or authorized designee.
- D. Executive Director: shall mean the Executive Director of the Authority, or designee.
- E. Leased Premises: shall refer to that portion of the Terminal leased by Lessee as further described in Section 3A and as shown on Exhibit A.
- F. Leasehold Improvements: shall mean all items located on and within the Leased Premises provided or purchased by Lessee, including items such as decorations, partitions, wiring, lighting and plumbing fixtures, piping, finished ceilings, ventilation duct work, grills, floor and wall coverings, heaters, cabinets, lockers, sinks, counters, chairs, other furniture, signs and other related improvements.
- G. Terminal: shall mean the main passenger terminal building at the Airport located at 4701 Grinden Drive, Duluth MN, 55811.

SECTION 2 TERM

The Term of this Agreement shall commence on November 1, 2023 and shall remain in effect until midnight October 31, 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 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 Lessee will be allowed to hold over at the sole discretion and upon the written consent of the Executive Director, which consent may be withdrawn upon thirty (30) days' written notice to Lessee.

SECTION 3 LEASED PREMISES, EMPLOYEE PARKING AND PUBLIC SPACE

- A. Leased Premises: Lessee is hereby granted use of approximately 166 square feet of space on the second floor of the Terminal, also referred to room number 251 as identified on Exhibit A. The Leased Premises shall be used solely for providing an office for its employees.
- B. Employee Parking: Lessee and its employees, contractors, or agents working at the Airport, in common with others, shall have vehicular parking space, at a location to be designated by the Executive Director. Authority reserves the right to charge a fee for the use of such space which fee may be adjusted from time to time.
- C. Public Space: Lessee is hereby granted the use by Lessee and its employees, contractors, and guests of all public space in the Terminal including but not limited to circulation space, restrooms, stairways, elevators, and public seating in common with other users. This provision shall not be construed to grant any special license to Lessee or its employees, contractors, or guests with respect to public space over and above that of the general public.
- D. The Right of Ingress and Egress: Lessee is hereby granted the full and free right of ingress to and egress from the Leased Premises for all purposes contemplated by this Agreement; however, this right shall be consistent with present and future security regulations of the Federal Aviation Administration.

SECTION 4 PAYMENTS AND OTHER FEES

Lessee hereby agrees to pay Authority for the rights and privileges granted hereunder as follows:

- A. Leased Premises: For the rent of the Leased Premises, a rental fee shall be paid to the Authority in the sum of \$42.31 per square foot per year or \$585.29 per month for the Leased Premises. The first payment of rent in the amount of \$585.29 shall be due and payable October 31, 2023. Subsequent monthly payments in the amount of \$585.29 shall be due and payable beginning on November 30, 2023 and monthly thereafter during the term of this Agreement and any extensions thereof.

Beginning January 1, 2024, 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. If Lessee finds the new

rates unacceptable, Lessee may terminate this agreement upon forty-five (45) days written notice to the Authority.

- B. Refuse and Garbage: Lessee assumes all responsibility for the disposal of refuse and garbage generated by its operations in the Leased Premises during the term of possession of the Lease and agrees to deposit such refuse and garbage in containers provided by the Authority.
- C. Maintenance and Fee for Failure to Maintain. Lessee shall keep the space clean and orderly and not permit damage to the space, normal wear and tear excepted. Maintenance shall include regular carpet vacuuming, annual shampooing, extraction prior to surrender at the termination of this Agreement, replacement of bulbs, and wall cleaning. In the event that Lessee fails to keep the Leased Premises in a neat, clean, orderly and sanitary condition and the Executive Director has issued a written notice of such deficiency and provided a reasonable cure period as determined solely by the Executive Director, Authority may itself clean or cause to be cleaned those portions of the Leased Premises not so kept, and Lessee agrees to reimburse Authority for the direct and indirect costs incurred by Authority for the performance of said work plus a fifteen percent (15%) administrative fee, due and payable upon receipt.
- D. Fee for Repair and Replacement. Lessee shall promptly repair or replace any property of the Authority lost, destroyed or damaged by its operations hereunder. If Lessee fails to promptly repair or replace such property following written notice by the Executive Director of such deficiency and a reasonable cure period as determined solely by the Executive Director, Authority may repair or replace it and Lessee agrees to reimburse for the direct and indirect costs incurred by Authority for such repair or replacement plus a fifteen (15%) percent administrative fee, due and payable upon receipt.
- E. Fee for Unpaid Licenses, Fees, Taxes, and Assessments. Lessee hereby agrees to pay all licenses, fees, taxes and assessments of any kind whatsoever which arise because of, or in the course of any operations covered by this Agreement during the term hereof. Should Lessee fail to pay such amounts following written notice of such deficiency and a reasonable cure period as determined solely by the Executive Director, it is expressly agreed that Authority may pay the same on behalf of Lessee, and Lessee agrees to reimburse Authority for said amounts paid plus a fifteen percent (15%) administrative fee due and payable upon receipt.
- F. Late Payment:
If Lessee is delinquent for thirty (30) days or longer in paying any amounts owed to the Authority under this Agreement, Lessee shall pay to the Authority a late payment charge assessed on the delinquent amount at the Authority's then-prevailing rate on delinquent accounts (the rate at the date of execution of the Agreement is one and one-half percent (1½%) per month). The late payment charge shall accrue from the date the delinquent amount was due until paid.

The remedies provided by this Section are in addition to all other remedies the Authority may have for a breach of this Agreement by Lessee, and nothing in this Section shall be deemed to be a waiver by the Authority or prevent the Authority from asserting any other remedy.

G. Payment Obligations Unconditional

The obligations of Lessee to pay any amounts due to Authority under this Lease Agreement in accordance with the terms hereof shall be absolute and unconditional, irrespective of any defense or rights of set off, recoupment or counterclaim which may at any time be available against Authority. Such payments shall be due without notice or demand therefore except as specifically provided for herein.

**SECTION 5
UTILITIES**

The Authority agrees to provide such heat, electricity, internet infrastructure, telephone infrastructure, water and sewage as are reasonably necessary for Lessee's operations at no additional cost to Lessee. Lessee shall be responsible for providing and installing all telephone systems and computer systems for their operation at its sole expense.

**SECTION 6
SECURITY DEPOSIT**

As of the commencement date of the Lease, a security deposit is not required; however, if Lessee subsequently is determined to be in default as called for in this Agreement or has delinquent payments due the Authority, Authority reserves the right to require a security deposit, and Lessee agrees to provide a security deposit in the amount of \$500.00 issued to the Authority. Lessee agrees that the Authority may hold the security deposit without liability for interest and in an account co-mingled with other funds. The Authority may use the security deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of the Lessee under this Agreement. Following any such application of the security deposit, Lessee shall pay to the Authority on demand the amount so applied in order to restore the security deposit to its original amount. If Lessee is not in default at the termination of this Agreement, the balance of the security deposit remaining after any such application shall be returned to Lessee.

**SECTION 7
ACCESS BY AUTHORITY**

Upon forty-eight (48) hours' notice, the Authority shall have the right to enter and inspect the Leased Premises for the purpose of ascertaining the condition thereof or in order to make such repairs as may be required to be made by the Authority under the terms of this Agreement or as the Authority may deem necessary. The right of entry shall not be deemed to impose any greater obligation on the Authority to clean, maintain, repair or change the Leased Premises than is specifically provided in this Agreement. The Authority may at any time in case of emergency enter the Leased Premises and do such acts as the Authority may deem proper in order to protect the Leased Premises, the Terminal, or any occupants of the Terminal.

**SECTION 8
CONSTRUCTION AND LEASEHOLD IMPROVEMENTS**

A. Approval of Executive Director. In the event that Lessee wishes to make any Leasehold Improvements, Lessee shall submit a written request to the Executive Director together with design development or construction drawings showing all details of said Leasehold Improvement. No Leasehold Improvement shall be made in the Leased Premises without the prior written approval of the Executive Director, which decision shall not be

unreasonably delayed, and then only in conformance with the approved plans and this Article.

B. Regulations and Standards. All work performed on behalf of Lessee shall conform to all applicable regulations, building design standards, building codes and health standards, as well as the following requirements:

1. All construction shall meet the requirement of Type I (fire resistant) construction as set forth in the Minnesota State Building Code (current edition) and the building standards for the Airport.
2. Complete contract drawings and specifications on all work, including alterations, additions or replacements, must be submitted for and receive approval of the Executive Director. Lessee will be responsible for delivering to the Authority at no cost "as built" drawings and an electronic version of same, or any reasonable substitute as agreed to in writing by the Executive Director, within sixty (60) days of completion of any Leasehold Improvement.
3. All work must be done by qualified and licensed contractors authorized to do business at the Airport in the time and manner approved by and coordinated with the Executive Director. Lessee shall comply with the indemnity and insurance and bond requirements of this Agreement. Work must be performed such that it may not have a material impact on the operations of the Airport or negatively impact any tenants operating at the Airport as determined in the sole discretion of the Executive Director.
4. An authorized representative of Lessee shall be available at all reasonable times at the site to coordinate the work of the Leasehold Improvements.

C. Construction Bonds and Insurance.

1. Bonds. During the term of this Agreement when any Leasehold Improvements are constructed, installed or renovated, Lessee shall require the contractor and any subcontractor to furnish a payment bond, approved as to form and substance by the City Attorney, written by a company or companies authorized to write such bonds in the State of Minnesota and who are acceptable to the Executive Director. The amount of such bond(s) shall be not less than the cost of such construction, installation or renovation including all persons doing work or furnishing skills, tools, machinery, materials, insurance premiums, equipment or supplies incident to such construction, installation or renovation, such bond or bonds to be conditioned for payment of claims as required and in full compliance with Minnesota Statutes Section 574.26. Further, during the term of this Agreement, for any construction, installation or renovation of Leasehold Improvements, and before the commencement of work thereon, Lessee shall furnish to Authority performance bonds, written by similarly qualified companies, covering all work to be performed thereunder guaranteeing the performance of all such work. In the alternative, if the value of labor and materials to be furnished for any such improvement shall not exceed Fifteen Thousand Dollars (\$15,000), Lessee may furnish to Authority written proof thereof and may, at its option, deposit a sum equal to the value of the labor and materials with an escrow agent approved by the Executive Director or may deposit said sum directly with Authority. Authority shall have the right, but not the obligation, to draw upon said sum to pay all bills unpaid by Lessee for said labor and materials supplied for said Leasehold Improvements. Upon completion of the project and the furnishing by Lessee to Authority of lien waivers by all contractors, laborers and materialman involved in said Leasehold Improvements,

Authority shall agree to the release of any funds remaining in escrow or held by it to Lessee.

2. Contractor's Public Liability and Property Insurance. Before commencing any improvement, work or equipment installation on the Leased Premises, Lessee shall require all contractors and subcontractors to procure and maintain insurance during the life of such contracts, protecting the Authority, the City, and the Lessee as follows:
 - a. Workers' Compensation Insurance.
 - b. Contractor's Comprehensive Liability and Property Damage Insurance with limits no less than \$1,500,000 combined single limit per occurrence, including but not limited to, bodily injury and property damage, airport premises and products/completed operations liability, contractual liability, and independent contractors liability.
 - c. Contractor's Automobile Liability and Property Damage Insurance, including automobile and non-ownership and hired cars with limits no less than \$1,500,000 each occurrence including owned and/or leased automobile liability and non-owned and hired automobile liability.
 - d. Owner's Protective Public Liability and Protective Property Damage Insurance.
 3. Insurance Requirements.
 - a. Authority and City shall be named as additional insureds on each of the policies above except the Workers' Compensation policy.
 - b. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.
 - c. Insurance, as above provided, shall be kept intact and in force throughout the term of construction work and equipment installation on the Leased Premises. Such insurance shall be subject to the approval of the City Attorney and copies furnished to the Authority prior to the commencement of construction.
- D. Subsequent Improvements. Any changes in, additions to or deletions from existing or later constructed improvements shall be subject to the prior written approval of the Executive Director, and the Executive Director may impose such conditions as it shall deem necessary to protect the Authority, the City, and the integrity of all operations at the Terminal and the Airport, including, but not limited to, bonding and insurance requirements.

SECTION 9 INDEMNIFICATION

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

Operator's performance of obligations under this Agreement, or the use and/or occupancy of the Licensed Premises or of the Airport by Operator, its officials, agents or employees, or successors or assigns, and on ten (10) days' written notice from the Authority, the Operator shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination or early cancellation of this Agreement.

- B. Environmental Liability. In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Operator shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency by Operator, its officials, agents or employees, successors or assigns. Operator shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Operator, its officials, agents or employee, successors or assigns in its operations at the Airport; and Operator specifically agrees that the obligations of Paragraph A above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.
- C. Survival. The provision of this Section shall survive the expiration, termination and early cancellation of this agreement.

SECTION 10 INSURANCE

- A. 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. To the extent that the "Accord" form of certificate is used, the words "endeavor to" shall be stricken from the notification provisions. Certified copies thereof or appropriate certificates of insurance evidencing the existence thereof shall be delivered to the Authority prior to the execution of this Agreement. The Authority reserves the right and 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. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.

- B. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.
- C. 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.
- D. 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 and/or personal possessions of Lessee.

SECTION 11 FIRE INSURANCE

- A. Authority's Fire Insurance. Lessee covenants that it will not do or permit to be done any act which:
 - 1. Will invalidate or be in conflict with any fire insurance policies covering the Airports or any part thereof or upon the contents of any building thereof; or
 - 2. Will increase the rate of any fire insurance on the Airport or any part thereof or upon the contents of any building thereof; or
 - 3. In the opinion of the Authority, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.

If, by any reason of the Lessee's failing to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, 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 such violation by the Lessee.

SECTION 12 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:
 - 1. 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.

2. 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 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 13 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 14 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 15 LIENS AND ASSIGNMENTS

- A. Liens:
Lessee shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materialmen's 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 Executive Director of its intention to do so and post such security as the Executive Director reasonably deems necessary, Lessee may, in good faith, contest any such mechanics' or other liens filed or established as long as the Executive Director does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such contest.

B. Assignment:

Lessee shall not assign or transfer this Agreement, in whole or in part, in any manner, nor any interest therein, nor permit the foregoing Agreement to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of Authority shall first be obtained in each and every case of subletting, assignment or transfer. It is expressly agreed by the parties that a change in ownership of the controlling share of stock in Lessee, if any, shall be deemed to be an assignment hereunder. It is expressly agreed by the Lessee that in the event permission be granted by the Authority as herein provided, the sub-lessee or assignee shall be required to assume and agree to perform the covenants of this Agreement and that notwithstanding any such subletting or assignment, the Lessee shall be and remain liable for the payments of all rents and other payments due hereunder and the performance of all covenants and conditions for the full term of this Agreement.

**SECTION 16
SUBORDINATION**

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

**SECTION 17
ERECTION OF SIGNS**

The Lessee shall be allowed to erect suitable signs on the Leased Premises to advertise its location or occupancy, but the form, type, size and method of installation of any such signs shall be subject to the approval of the Executive Director.

**SECTION 18
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 19
NOTICES**

Any notice provided for in this Agreement or otherwise to the Authority shall be sent to:

Duluth Airport Authority
Executive Director
Duluth International Airport
4701 Grinden Drive

Duluth, Minnesota 55811

Any notice to the Lessee hereunder shall be sent to:

SEH
3535 Vadnais Center Drive
St. Paul, MN 55110

SECTION 20 APPLICABLE LAW

This Agreement, together with all of its articles, terms and provision, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota. The parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise.

SECTION 21 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 22 SEVERABILITY

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

SECTION 23 NONWAIVER OF LIABILITY

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

SECTION 24 ATTORNEYS' FEES AND COSTS

In the event Authority shall prevail in any action or suit or proceeding brought by Authority to collect rents due or to become due hereunder or any portion thereof or to take possession of the demised Leased Premises, or to enforce compliance with this Agreement or for the failure to observe any of the covenants of this Agreement, Lessee agrees to pay Authority such sums as the court may adjudge reasonable as attorneys' fees and costs to be allowed in such action, suit or proceedings.

**SECTION 25
LAWS, RULES AND REGULATIONS**

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 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.

**SECTION 26
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 27
COUNTERPARTS**

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

**SECTION 28
ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

Dated: _____

DULUTH AIRPORT AUTHORITY

SHORT ELLIOTT HENDRICKSON Inc.

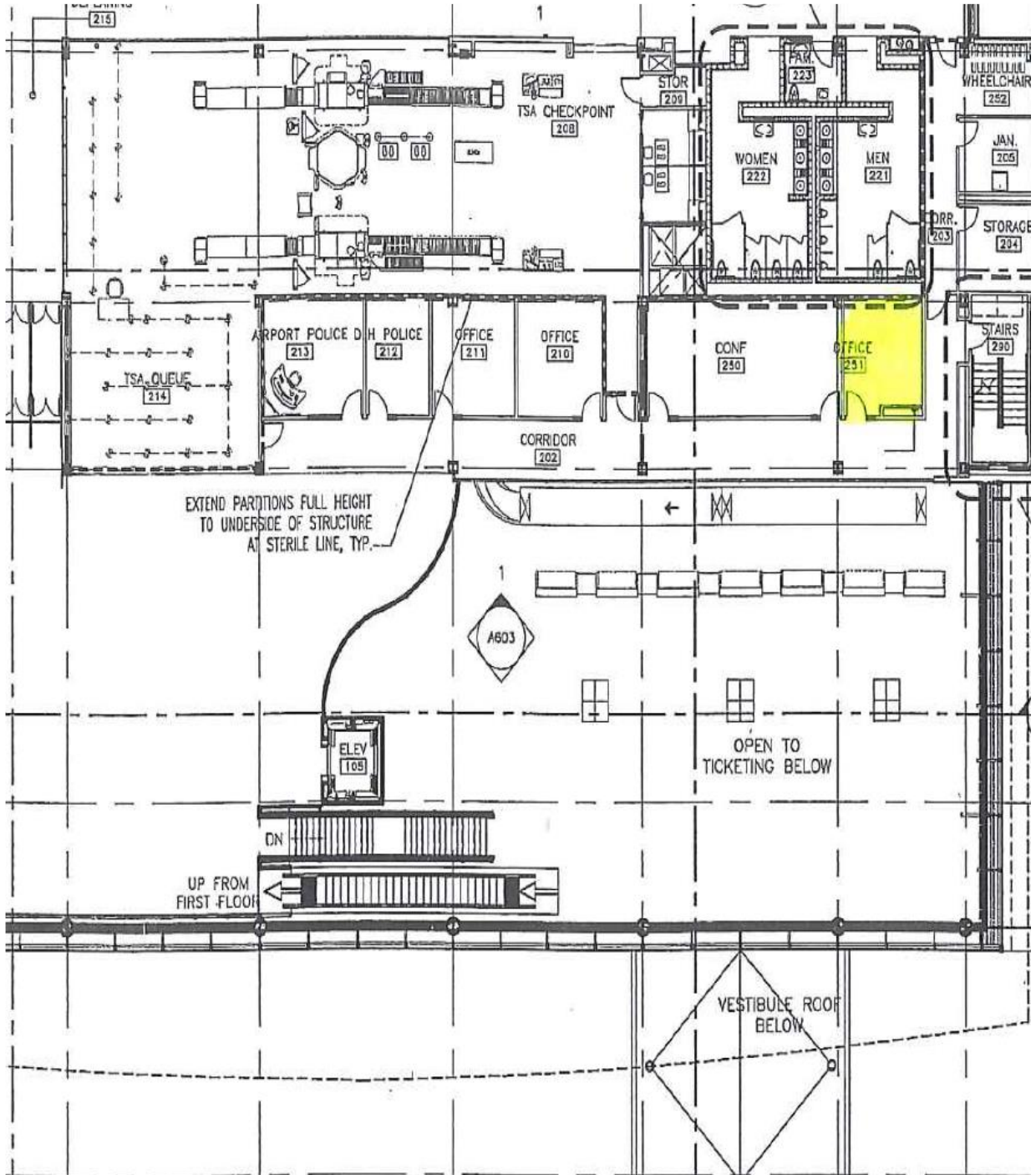
By _____
Its President

By _____

Its _____

By _____
Its Secretary

**EXHIBIT A
LEASED PREMISES**



VII. - C.

Duluth Airport Authority
Smarte Carte, Inc. Concession Agreement

Terms:

- 5 years, cancellable without cause after year 3

Background:

- Massage chairs are commonly found in public places such as shopping malls.
- Smarte Carte approached the DAA to add massage chairs at DLH.

Agreement Overview:

- Concession agreement for massage chairs inside the terminal.
- 2 chairs on the non-secure side, 4 chairs on secure side.
- 10% concession.

Why were the changes in key terms needed/wanted?

- Provide another amenity to airport visitors and passengers.
- New revenue opportunity.

**DULUTH AIRPORT AUTHORITY
CONCESSION AGREEMENT
SMARTE CARTE, INC.**

This Agreement is made this ____ day of _____, by and between **Duluth Airport Authority**, the governmental authority organized and existing under the Laws of Minnesota, 1969, Chapter 577 (hereinafter "Authority"), and **Smarte Carte, Inc.**, a corporation registered to do business in Minnesota with offices at 4455 White Bear Parkway, St. Paul, MN 55110 hereinafter "Smarte Carte".

RECITALS:

Whereas, Smarte Carte owns massage chairs that are rented on a self-service basis to the general public for use at airports and other places of public accommodation; and

Whereas, Authority is the operator of the Duluth International Airport (hereinafter "Airport"), located in the City of Duluth, State of Minnesota and is in the business of promoting and managing aviation activity at the Airport.

Whereas, the parties have agreed upon the installation and operation of commercial massage chairs at the Airport upon the terms and conditions hereinafter set forth.

Now, Therefore, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. Equipment. Smarte Carte will install a total of six (6) massage chairs at the Airport as detailed in Schedule A. The massage chairs provided pursuant to this Agreement are hereinafter collectively referred to as the "Equipment." Authority will provide electrical service meeting Smarte Carte's specifications as set forth in Schedule B to a point within five (5) feet of each massage chair location. Smarte Carte will maintain Equipment quantities as set forth in Schedule A.

2. Operation and Maintenance. Smarte Carte shall operate, maintain and service the Equipment as set forth in Part I of Schedule C and shall maintain the Equipment in good, attractive, and properly functioning condition. Authority shall perform the cleaning services specified in Parts I and II of Schedule C.

4. Rental Charge. The minimum cash rental charge is \$2 for five minutes. Each additional dollar inserted during the massage will increase the massage duration by three minutes. The credit card rental charge is \$5 for a 19-minute massage. No change in the rental charge is permitted unless agreed upon in writing by the parties.

5. Accounting and Payment to Authority.

5.1. As used in this Agreement, the term "Net Revenues" means the sum of all revenues collected by Smarte Carte from the massage chairs, minus (i) all sales, excise, use,

property or other taxes imposed on such revenues, (ii) credit card fees, (iii) all sums paid by Smarte Carte to customers for customer service-related complaints whether for money lost in the massage chairs due to malfunction or as compensation for other customer service-related complaints.

5.2. On or before the twentieth (20th) day following the end of each calendar month, Smarte Carte shall submit to the Authority a true and correct statement setting forth the Net Revenues received by Smarte Carte during the immediately preceding calendar month. Along with said statement, Smarte Carte shall remit to the Authority the "Percentage Commission" payment set forth in the following table:

10% of total Net Revenues per month.

All amounts due under this Agreement shall be remitted to the following address:

If to Authority:

Duluth Airport Authority
4701 Grinden Dr.
Duluth, MN 55811
Attention: Accounts Receivable

If to Smarte Carte:

Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110
Attention: Controller

6. Term. This Agreement shall be for an initial term of five (5) years, deemed to have commenced on April 1, 2023 and continuing until March 31st, 2028. Upon expiration of the initial term, the Agreement will continue on a month-to-month basis, unless terminated by either party at any time upon not less than thirty (30) days prior written notice.

7. Default. Either party may terminate this Agreement if the other party breaches a term of this Agreement and fails to remedy the breach within thirty (30) days after receipt of written notice, or such longer period if the default is not capable of being cured within thirty days; provided, however, if the defaulting party remedies the breach within the cure period, such notice shall be null and void. Beginning April 1, 2026, either party may terminate the agreement without cause upon ninety (90) days written notice.

8. Insurance. Smarte Carte shall provide the Authority with a certificate of insurance evidencing not less than \$1 million of commercial general liability insurance and property damage insurance. Such insurance will list the Duluth Airport Authority and City of Duluth as an additional insured, shall waive subrogation against the Authority and provide for thirty (30) days written notice to Authority before cancellation of coverage.

9. Indemnification and Release. Smarte Carte shall indemnify and save harmless Authority from all claims, suits, damages or expenses, on account of injuries or death of any and

persons whomsoever, directly attributed to Smarte Carte; notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the gross negligence or willful misconduct of Authority, its officers, employees or agents.

10. Removal or Relocation of Equipment. If any individual massage chair fails to generate \$200.00 in Net Revenues per month, Smarte Carte may either remove such massage chair or, with the prior consent of the Authority, relocate such massage chair at the Airport.

11. Assignment. The provisions herein shall be binding upon and inure to the benefit of the parties and to their respective successors and assigns. This Agreement cannot be assigned by either party without the written consent of the other.

12. Notice. All notices provided under this Agreement shall be in writing and personally delivered or sent by courier, or registered or certified mail, postage prepaid, return receipt requested, and additionally by telecopier, addressed as follows:

To Authority: Duluth Airport Authority
ATTN: Director of Business Development
4701 Grinden Dr.
Duluth, MN 55811

To Smarte Carte: Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110
Telecopier: 651-426-0927

Attention: General Counsel

or to such other persons or places as either party may designate.

13. Governing Law. This Agreement will be governed under the laws of the State of Minnesota.

14. Entire Agreement. This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior understandings between the parties with respect to the operation of the Equipment at the Airport. The failure or refusal by either party to exercise any term, provision, right or remedy contained herein shall not be construed as a waiver or relinquishment for the future of such term, provision, right or remedy, but the same will continue with full force and effect. If any provision of this Agreement is held invalid, the remainder of the Agreement will remain in full force and effect. This Agreement may be modified only in writing executed by the parties.

In Witness Whereof, this Amendment has been duly executed by the parties as of the date and year written above.

SMARTE CARTE, INC.

DULUTH AIRPORT AUTHORITY

By: _____
Its: Chief Legal Officer

By: _____

Its: President

By: _____

Its: Secretary

SCHEDULE A

Equipment

Location of Massage Chairs

Number of Massage Chairs

Landside Mezzanine

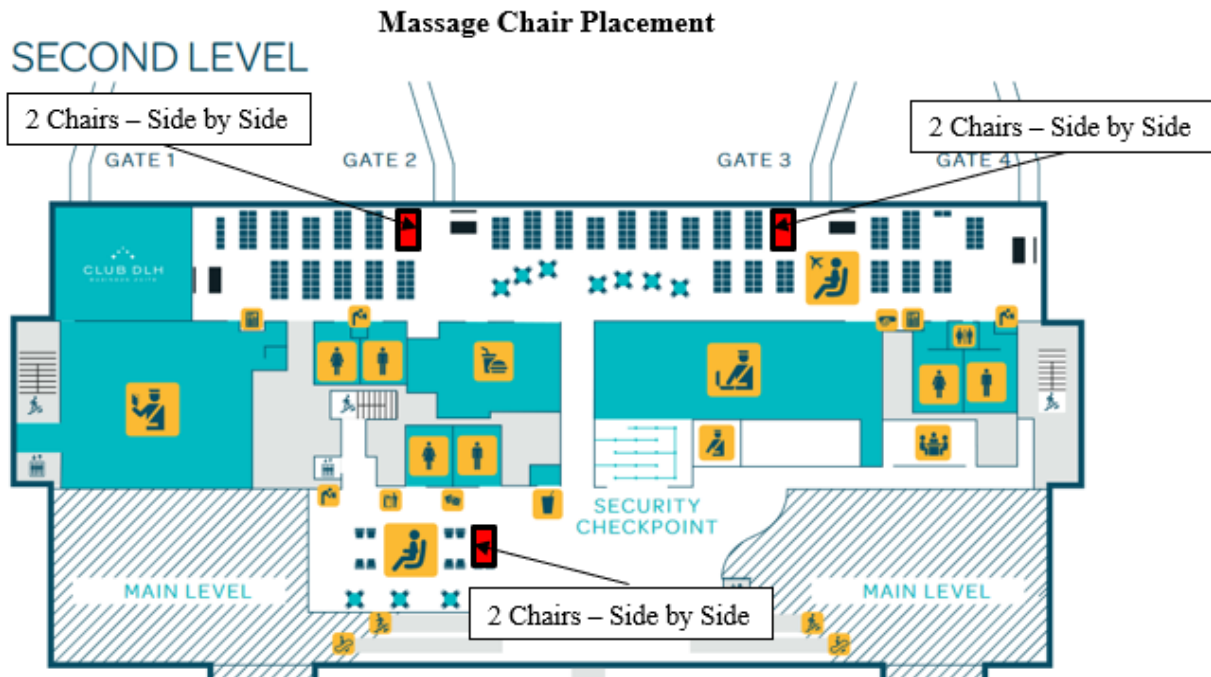
2 Black Massage Chairs

Airside – Gate #2

2 Black Massage Chairs

Airside – Gate #3

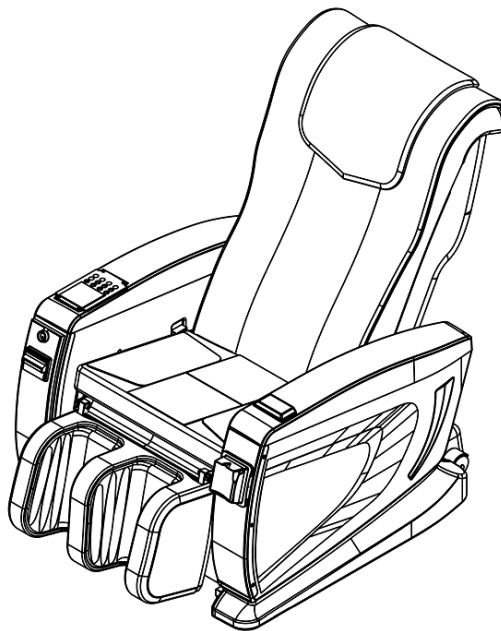
2 Black Massage Chairs



SCHEDULE B

AC Power Spec Sheet *Smarte Carte Oasis Massage Chair*

Consumption:	Per Massage Chair
Motor:	120v 1.25 amps (Maximum draw)
Max Draw combined:	120v 2.5 amps (per outlet)



<small>THIS DRAWING AND THE INFORMATION CONTAINED HEREON IS THE EXCLUSIVE PROPERTY OF SMARTE CARTE, INC. THE DRAWING OR ANY PART THEREOF IS CONFIDENTIAL AND PROPRIETARY AND IS NOT TO BE REPRODUCED BY ANY MEANS, EITHER IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OWNER, SMARTE CARTE, INC.</small>	TOLERANCE <small>(EXCEPT AS NOTED)</small> INCH(METRIC)	 4435 WHITE BEAR PARKWAY WHITE BEAR LAKE, MN 55110		
	DECIMAL 2 PLG ± .03 3 PLG ± .015	NA-NONE MODEL:3033	SCALE 1:24	DESIGNER APPROVED CHECKED BY DESIGN
	WELD SYMBOLS 2 PLG ± 3 PLG ±	TITLE CHAIR ASSY, HGD. UL, 3033		
	ANGLE ±1°	PHOTO NO.	DATE 10/29/2018	DRW. NUMBER 125600
			SHEET 3 OF 7 PART D	

SCHEDULE C
Responsibilities

Authority will notify Smarte Carte's location manager of any mechanical repair and maintenance issues. If the location manager does not respond within 24 hours, the Authority should notify the Business Manager at Smarte Carte's home office at **651-429-3614**.

I. SMARTE CARTE RESPONSIBILITIES: REPAIR AND MAINTENANCE

A. Massage Chair

Action	Frequency
➤ Clean seats, cushions, arm rests, leg rests	Weekly
➤ Remove any trash and debris	Weekly
➤ Test machine acceptance of coins and bills	Weekly
➤ Check fasteners for tightness	Monthly
➤ Verify meters advance	Monthly
➤ Clean optic sensors on bill validator and coin acceptor	Monthly

II. AUTHORITY RESPONSIBILITIES: CLEANING

A. Massage Chair

Action	Frequency
➤ Clean seats, cushions, arm rests, leg rests	Daily
➤ Remove any trash or debris	Daily

VII. - D.

RESOLUTION TO APPROVE THE UPDATED DULUTH AIRPORT
AUTHORITY BYLAWS

Terms (If relevant):

- Effective as of date of board Approval

Overview:

- DAA Bylaws were reviewed due to the Minnesota Legislature modifying the Minnesota Open Meeting Law. In that process, DAA also reviewed all portions of the bylaws and compared them to the bylaws of the newly established St. Cloud Regional Airport Authority. Below is a summary of the major changes proposed. All changes can be seen in the following “red-lined” copy of the bylaws.
- Formatting changes were made to group like items and add descriptions to Sections and Articles to allow for additional clarity and the ability to skim.
 - Examples include moving Corporate Seal information under Article 1 with other overall descriptions about the Authority and Separating Article 2 into two Articles to separate Regular Meeting and Special meeting requirements.
- Changed Articles II-3 & III-3 from very specific about notification requirements (sending agenda and notice 5 working days before a meeting) to more broad language that notifications will comply with state statutes. This grants more flexibility but will not change current procedures. The previous bylaws were stricter than what is required per state statutes.
- Changed Article II-12 that the delivery of meeting minutes will be “made available” to directors instead of “mailed to directors” to include the diverse ways that documents can be transmitted (i.e. posted on website or emailed).
- Article V-2 about remote attendance was reviewed and DAA’s statement does align with the changed regulations passed by the legislature.
- Changed Article VII to remove reference to a specific dollar value and instead only reference Operating Policy #18. The dollar value listed was no longer accurate per Operating Policy #18.

Prepared by:

- Joelle Bodin, Director of Finance & Administration, and Jenny Delnay, Administrative Coordinator.

**DULUTH AIRPORT AUTHORITY
BYLAWS**

Adopted October 9, 1985
Amended October 16, 1986
Amended September 16, 1997
Amended September 21, 1999
Amended November 16, 1999
Amended June 18, 2002
Amended February 17, 2004
Amended November 21, 2006
Amended September 28, 2010
Amended April 16, 2013
Amended October 18, 2016
Amended February 20, 2018
Amended January 18, 2022
Amended September 19, 2022
Amended September 19, 2023

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ARTICLE I. THE AUTHORITY

- Creation:** The Duluth Airport Authority was created by the Minnesota State Legislature on May 22, 1969. The power vested in the Authority is referenced in Minnesota Statutes, 1969, Chapter 577.
- Principal Office:** The principal office of the Authority shall be at the Duluth International Airport, Duluth, Minnesota, 55811, and the books and records of the Authority shall be kept at the principal office.
- Corporate Seal:** The corporate seal of the Authority shall be in circular form and shall have inscribed thereon the words "DULUTH AIRPORT AUTHORITY", the words "CORPORATE SEAL" and the words and figures "ESTABLISHED 1969".

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Commented [JB1]: I would make all "ARTICLEs and the title, the same....all CAPS and bold.

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ARTICLE II. REGULAR MEETINGS

- Schedule:** Regular meetings of the Authority shall normally be held on the third Tuesday of each month at 8:00 a.m. at the principal office of the Authority.
- Holidays:** No regular meeting shall be held on a legal holiday.
- Notice:** The Authority shall follow appropriate meeting notification requirements in compliance with Minnesota statutes regarding public notification for all Authority Meetings. The Executive Director of the Authority shall ensure that each Director receives a notice of meeting, including agenda, at least five (5) working days in advance of each regular meeting. At least three (3) days notification shall be given for any special meeting stating the time and place of the special meeting. Notice of special meetings shall also state the purpose of the meeting.

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Commented [JD2]: Do we want to be this specific? This is not a requirement per open meeting law.

Commented [JB3R2]: I don't feel that we should - but I do think it might make sense to send an email to Kim Maki (board president) letting her know that we're working on board bylaw updates and ask whether or not she wants the notification requirements to be more than what is required by statutes.

Commented [JD4R2]: Per Kim - likes that it is more flexible without the additional clarification.

4. Order of Business: Unless otherwise determined by the President, the normal order of business for regular meetings of the Authority shall be as follows:

- I. * Executive Director's Review
- II. * Approval of Previous Meeting Minutes
- III. * DAA Cash Disbursements
- IV. * Correspondence
- V. Opportunity for Persons to be Heard
- VI. Old Business

~~VII. New Business (*Financial Reports, *Accounts Receivable, *Financial Report, *Airline Statistics;~~

~~VII. — *Food and Beverage Report)~~

VIII. Directors' Reports

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5. Consent Items: Agenda Items annotated by an asterisk (*) are approved by consent and require no discussion or action unless questioned by a Director.

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6. Modifying Agenda: By majority vote of a quorum present the agenda may be modified at a regular meeting called for the transaction of general business.

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7. Presiding Over Meetings: The President shall preside over all meetings or, in the absence of the President, the Vice President, or their designee. In the absence of said officers and any designee, any Director may call the meeting to order and those present may elect a President protem provided a quorum is present.

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8. Conduct: All meetings shall be conducted pursuant to Robert's Rules of Order, as most recently revised.

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9. Adjourning: The Authority may adjourn any meeting in which case absentees shall be notified of the time and date to which said meeting was adjourned, if any.

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~~9. Absence of a Quorum:~~

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~~—If no quorum be present at the time fixed for a regular, adjourned, or special meeting the Directors present shall adjourn said meeting.~~

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10. In the event that a quorum is not reasonably anticipated for any meeting, said meeting shall be cancelled and the Executive Director shall cause notice of the cancellation to be given to all Directors.

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Commented [JB5]: I might also change this section title to "Opportunities to be Heard"(to match board agenda/order)

~~10. Opportunities to be Heard: Any person desiring to speak to the Authority at a public meeting shall sign-in on the day of the meeting on the sign in sheet located at the meeting venue next to the public's copy of the meeting materials. Notification shall set forth the person's name, address/contact information, and the topic upon which the person desires to speak.~~

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Commented [JD6]: Do we want to be this specific as to the location of the sign in sheet? Current sheet only requests Name/Business and topic. Do we need to be collecting address as well?

~~11.~~

Commented [JB7R6]: I feel we could remove the location of the materials, I also feel we should perhaps update our sign-in sheet to include: Name, business/topic and contact information (phone/email)

11.

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~~a.~~ Non-Agenda Items: Sign-in for non-agenda items will end when the President calls the meeting to order. Opportunity for persons to be heard on non-agenda items will be the fifth order of business. Persons will be called upon to speak in the order of sign up. Each person will be given three minutes to address the Authority on any issue not on the agenda. The President may allow a person representing an organization up to five minutes to address the Authority.

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a.

~~Agenda Items:~~

b. Persons may also sign up to speak on specific agenda items using the same sign-in sheet. Sign-in for agenda items will end when the agenda item comes before the Authority. Persons will be called upon to speak in the order of sign up or as otherwise determined by the President. After all persons have finished speaking to the Authority on an agenda item, public speaking on that item will close, and Authority discussion on that agenda item will begin. Each person will be given three minutes to address the Authority on an agenda item. The President may allow a person representing an organization up to five minutes to address the Authority.

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12. Minutes: The minutes of any meeting (regular, special or committee) shall be taken and posted in accordance with Minnesota Open Meeting Law and mailed to all Directors made available as soon as practical following the meeting.

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Commented [JB8]: We could check with Kim on this as well!

12. ARTICLE III. SPECIAL MEETINGS

13.1. Special Meetings: Special meetings may be called by the President whenever deemed necessary and shall be called whenever three (3) Directors shall request the President, in writing, to call such meetings.

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14.2. Location: Special meetings shall be held at the principal office of the Authority or at such other place as shall be designated by the President.

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3. Notice: The Authority shall follow appropriate meeting notification requirements for special meetings in compliance with Minnesota statutes regarding public information.

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~~15.a.~~ The President shall notify the Executive Director of the Authority of the time and place of meetings with sufficient notice to comply with the notification requirements. ~~Article II, Section 7 of the Bylaws having to do with notice of meetings to the Directors.~~

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16.4. Modifying Agenda: No business shall be transacted at any special meeting other than that for which the meeting was called.

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ARTICLE IV. OFFICER POSITIONS

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1. Elections: The President, Vice President and Secretary elected pursuant to Subdivision 6 of Section 3, Chapter 577, Laws 1969, shall serve in such capacity for a term of one or two years, evidenced by a resolution of the Authority, commencing on July 1 of any year and ending June 30 of the following year. No Director so elected to any office may be elected to that office for more than two consecutive terms.

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2. Duties: The duties of the President, Vice President and Secretary shall be such as are usually imposed upon such officials of public corporations or bodies politic and as are required by law and such duties as may be assigned to them by the Authority. If the President is absent or for any reason is unable to act, the Vice President shall perform all duties of the President and in case of the absence or inability to act of the Secretary, the President or in the absence of the President, the Vice President shall designate an Acting Secretary which shall perform all the duties of the Secretary.

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3. Appointments: The Authority shall appoint the Executive Director and any Assistant Directors, and shall contract for the services of consultants, agents, engineers and other independent contractors as it shall deem reasonably necessary. The Authority shall further determine staffing levels for other employee positions and their rate of compensation; the hiring, direction, discipline and terminating of employees is delegated to the Executive Director. An individual Director shall not take action to direct staff members to accomplish action items without formal approval of the Authority and/or Executive Director.

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3. Article V. DIRECTOR EXPECTATIONS

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4.1. Attendance: Directors are expected to attend each regularly scheduled monthly meeting and stay for the entire meeting. Directors are expected to attend special and emergency meetings when possible.

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2. Remote Attendance: Directors shall attend meetings in person whenever possible. Directors may attend one or more meetings remotely using interactive technology so long as it complies with exceptions permitted by the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.02.

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5.a. Notice of remote attendance shall be given to the DAA staff's Executive Secretary Administrative Coordinator no later than 7 days prior to a scheduled meeting.

Commented [JB9]: It looks like the part of open meeting law that references ability to be remote is under "subdivision 1". I still don't think we need to add anything further to address the new Medical Necessity Exception, as this will still cover it.

6.3. Unexcused Absences: Directors shall notify the DAA staff's Executive Secretary Administrative Coordinator with as much advance notice as possible regarding need to miss a meeting. Failure to attend a meeting without advance notification constitutes an unexcused absence. Upon each subsequent unexcused absence within a calendar year, the President, on behalf of the Board, shall send a written resignation request to the Director and provide a copy to the City of Duluth Mayor and Duluth City Council. If the Director refuses to resign, the Board may vote to remove the Director for cause.

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7.4. Excused Absences: Except for the exclusions provided for in Article HVI, sec 95, upon a Director's third consecutive missed meeting or fourth total within a calendar year the President, on behalf of the Board, shall send a written resignation request to the Director and provide a copy to the City of Duluth Mayor and Duluth City Council. If the Director refuses to resign, the Board may vote to remove the Director for cause.

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~~4. Long Term Absences:~~ Directors may miss up to four meetings due to the birth or adoption of their child or their own serious health condition(s) that make them unable to perform the essential functions of their director position, or to care for immediate family members (i.e., spouse, child, or parent) with serious health conditions. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

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- 5.
 - a. ~~a.~~ inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. ~~b.~~ continuing treatment by a health care provider.

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These absences shall not be counted for purposes of Article ~~HHV~~, sec. ~~74~~.

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ARTICLE VI. COMMITTEES

1. Establishment: Committees of the Authority may be established by the President to serve the interest of the Authority and the public.

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2. Membership: Committee membership and the committee chair are designated by the President. Any such committee shall consist of at least one (1) Director. The public may serve on committees by appointment of the President. Membership shall be for no more than three (3) consecutive years by a Director or member of the public.

3. Location: Committee meetings shall be located at a place accessible to the public and relevant to the committee's principal function on behalf of the Authority.

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4. Notice: All committee meetings shall be noticed in accordance with Article II, Section ~~73~~ of this document. For each new committee established, the first order of business shall be to determine a regular meeting schedule and location. A committee's regular meeting schedule shall be adopted by resolution and majority vote of the Authority.

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~~5. Committee meeting minutes shall be taken and posted in accordance with Minnesota Open Meeting Law and Article II, Section 8 of this document.~~

Commented [JD10]: This is the only place we reference this law.. Do we want to add this to other "minute" sections or remove entirely?

~~6.5. Opportunities to be Heard:~~ Any persons desiring to be heard at a committee meeting of the Authority shall do so in accordance with Article II, Section ~~113~~ of this document. The committee chairperson may at their discretion establish an alternative structure at the beginning of the meeting for persons desiring to be heard if it serves the Authority and/or the public.

Commented [JB11R10]: I think that it makes sense to put this in the above section on minutes. For this reference for committee minutes, I would just reference the previous section and take out the reference to Open meeting law (since it will be in the main section on minutes)

Commented [JD12]: REMOVE

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ARTICLE VII. DISBURSEMENTS OF MONEYS

Orders for the disbursement of moneys of the Authority made by the Executive Director of the Authority shall be countersigned by the President or the Vice President of the Authority. ~~Disbursements shall be made in accordance with Operating Policy #18: Purchasing Policy. No single disbursement shall exceed \$50,000 in accordance with Operating Policy #18.~~ All such expenses paid shall be reported to the Authority at its next meeting.

ARTICLE VI

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ARTICLE VIII. AMENDMENTS

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These Bylaws may be amended at any regular or special meeting of the Authority by a majority vote of all of the Directors, provided that notice of such regular or special meeting to the Directors shall set forth a copy of the proposed amendment(s) and give notice that the same will be brought to the attention of the Directors for action at such regular or special meeting.

ARTICLE IX. OMISSIONS

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The omission in these Bylaws of any word, phrase, clause of sentence contained in the Laws 1969, Chapter 577, shall not be deemed to be an abandonment or waiver by the Authority of any power or authority granted to the Authority, the Directors, and the Executive Director, or other managing agent, by such Act; nor shall such omission be deemed to relieve the Authority, the Directors, the Executive Director or other managing agent, in performing the duties and being subject to the obligations being imposed upon them by such Act.

These bylaws were approved as required in Article VIII.

President

Secretary

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Date

Date

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**DULUTH AIRPORT AUTHORITY
BYLAWS**

Adopted October 9, 1985
Amended October 16, 1986
Amended September 16, 1997
Amended September 21, 1999
Amended November 16, 1999
Amended June 18, 2002
Amended February 17, 2004
Amended November 21, 2006
Amended September 28, 2010
Amended April 16, 2013
Amended October 18, 2016
Amended February 20, 2018
Amended January 18, 2022
Amended September 19, 2022
Amended September 19, 2023

ARTICLE I. THE AUTHORITY

1. Creation: The Duluth Airport Authority was created by the Minnesota State Legislature on May 22, 1969. The power vested in the Authority is referenced in Minnesota Statutes, 1969, Chapter 577.
2. Principal Office: The principal office of the Authority shall be at the Duluth International Airport, Duluth, Minnesota, 55811, and the books and records of the Authority shall be kept at the principal office.
3. Corporate Seal: The corporate seal of the Authority shall be in circular form and shall have inscribed thereon the words “DULUTH AIRPORT AUTHORITY”, the words “CORPORATE SEAL” and the words and figures “ESTABLISHED 1969”.

ARTICLE II. REGULAR MEETINGS

1. Schedule: Regular meetings of the Authority shall normally be held on the third Tuesday of each month at 8:00 a.m. at the principal office of the Authority.
2. Holidays: No regular meeting shall be held on a legal holiday.
3. Notice: The Authority shall follow appropriate meeting notification requirements in compliance with Minnesota statutes regarding public notification for all Authority Meetings. .
4. Order of Business: Unless otherwise determined by the President, the normal order of business for regular meetings of the Authority shall be as follows:

- I. * Executive Director’s Review
 - II. * Approval of Previous Meeting Minutes
 - III. * DAA Cash Disbursements
 - IV. * Correspondence
 - V. Opportunity for Persons to be Heard
 - VI. Old Business
 - VII. New Business (*Financial Reports, *Accounts Receivable, *Statistics)
 - VIII. Directors’ Reports
5. Consent Items: Agenda Items annotated by an asterisk (*) are approved by consent and require no discussion or action unless questioned by a Director.
 6. Modifying Agenda: By majority vote of a quorum present the agenda may be modified at a regular meeting called for the transaction of general business.
 7. Presiding Over Meetings: The President shall preside over all meetings or, in the absence of the President, the Vice President, or their designee. In the absence of said officers and any designee, any Director may call the meeting to order and those present may elect a President protem provided a quorum is present.
 8. Conduct: All meetings shall be conducted pursuant to Robert’s Rules of Order, as most recently revised.
 9. Adjourning: The Authority may adjourn any meeting in which case absentees shall be notified of the time and date to which said meeting was adjourned, if any.
 10. Absence of a Quorum: If no quorum be present at the time fixed for a regular, adjourned, or special meeting the Directors present shall adjourn said meeting. In the event that a quorum is not reasonably anticipated for any meeting, said meeting shall be cancelled and the Executive Director shall cause notice of the cancellation to be given to all Directors.
 11. Opportunities to be Heard: Any person desiring to speak to the Authority at a public meeting shall sign-in on the day of the meeting on the sign in sheet. Notification shall set forth the person’s name, contact information, and the topic upon which the person desires to speak.
 - a. Non-Agenda Items: Sign-in for non-agenda items will end when the President calls the meeting to order. Opportunity for persons to be heard on non-agenda items will be the fifth order of business. Persons will be called upon to speak in the order of sign up. Each person will be given three minutes to address the Authority on any issue not on the agenda. The President may allow a person representing an organization up to five minutes to address the Authority.
 - b. Agenda Items: Persons may also sign up to speak on specific agenda items using the same sign-in sheet. Sign-in for agenda items will end when the agenda item comes before the Authority. Persons will be called upon to speak in the order of sign up or as otherwise determined by the President. After all persons have finished speaking to the Authority on an agenda item, public speaking on that item will close, and

Authority discussion on that agenda item will begin. Each person will be given three minutes to address the Authority on an agenda item. The President may allow a person representing an organization up to five minutes to address the Authority.

12. Minutes: The minutes of any meeting (regular, special or committee) shall be taken and posted in accordance with Minnesota Open Meeting Law and made available as soon as practical following the meeting.

ARTICLE III. SPECIAL MEETINGS

1. Special Meetings: Special meetings may be called by the President whenever deemed necessary and shall be called whenever three (3) Directors shall request the President, in writing, to call such meetings.
2. Location: Special meetings shall be held at the principal office of the Authority or at such other place as shall be designated by the President.
3. Notice: The Authority shall follow appropriate meeting notification requirements for special meetings in compliance with Minnesota statutes regarding public information.
 - a. The President shall notify the Executive Director of the Authority of the time and place of meetings with sufficient notice to comply with the notification requirements.
4. Modifying Agenda: No business shall be transacted at any special meeting other than that for which the meeting was called.

ARTICLE IV. OFFICER POSITIONS

1. Elections: The President, Vice President and Secretary elected pursuant to Subdivision 6 of Section 3, Chapter 577, Laws 1969, shall serve in such capacity for a term of one or two years, evidenced by a resolution of the Authority, commencing on July 1 of any year and ending June 30 of the following year. No Director so elected to any office may be elected to that office for more than two consecutive terms.
2. Duties: The duties of the President, Vice President and Secretary shall be such as are usually imposed upon such officials of public corporations or bodies politic and as are required by law and such duties as may be assigned to them by the Authority. If the President is absent or for any reason is unable to act, the Vice President shall perform all duties of the President and in case of the absence or inability to act of the Secretary, the President or in the absence of the President, the Vice President shall designate an Acting Secretary which shall perform all the duties of the Secretary.
3. Appointments: The Authority shall appoint the Executive Director and any Assistant Directors, and shall contract for the services of consultants, agents, engineers and other independent contractors as it shall deem reasonably necessary. The Authority shall further determine staffing levels for other employee positions and their rate of

compensation; the hiring, direction, discipline and terminating of employees is delegated to the Executive Director. An individual Director shall not take action to direct staff members to accomplish action items without formal approval of the Authority and/or Executive Director.

Article V. DIRECTOR EXPECTATIONS

1. Attendance: Directors are expected to attend each regularly scheduled monthly meeting and stay for the entire meeting. Directors are expected to attend special and emergency meetings when possible.
2. Remote Attendance: Directors shall attend meetings in person whenever possible. Directors may attend one or more meetings remotely using interactive technology so long as it complies with exceptions permitted by the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.02.
 - a. Notice of remote attendance shall be given to the DAA staff's Administrative Coordinator no later than 7 days prior to a scheduled meeting.
3. Unexcused Absences: Directors shall notify the DAA staff's Administrative Coordinator with as much advance notice as possible regarding need to miss a meeting. Failure to attend a meeting without advance notification constitutes an unexcused absence. Upon each subsequent unexcused absence within a calendar year, the President, on behalf of the Board, shall send a written resignation request to the Director and provide a copy to the City of Duluth Mayor and Duluth City Council. If the Director refuses to resign, the Board may vote to remove the Director for cause.
4. Excused Absences: Except for the exclusions provided for in Article V, sec 5, upon a Director's third consecutive missed meeting or fourth total within a calendar year the President, on behalf of the Board, shall send a written resignation request to the Director and provide a copy to the City of Duluth Mayor and Duluth City Council. If the Director refuses to resign, the Board may vote to remove the Director for cause.
5. Long Term Absences: Directors may miss up to four meetings due to the birth or adoption of their child or their own serious health condition(s) that make them unable to perform the essential functions of their director position, or to care for immediate family members (i.e., spouse, child, or parent) with serious health conditions. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:
 - a. inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. continuing treatment by a health care provider.These absences shall not be counted for purposes of Article V, sec 4.

ARTICLE VI. COMMITTEES

1. Establishment: Committees of the Authority may be established by the President to serve the interest of the Authority and the public.

2. Membership: Committee membership and the committee chair are designated by the President. Any such committee shall consist of at least one (1) Director. The public may serve on committees by appointment of the President. Membership shall be for no more than three (3) consecutive years by a Director or member of the public.
3. Location: Committee meetings shall be located at a place accessible to the public and relevant to the committee's principal function on behalf of the Authority.
4. Notice: All committee meetings shall be noticed in accordance with Article II, Section 3 of this document. For each new committee established, the first order of business shall be to determine a regular meeting schedule and location. A committee's regular meeting schedule shall be adopted by resolution and majority vote of the Authority.
5. Opportunities to be Heard: Any persons desiring to be heard at a committee meeting of the Authority shall do so in accordance with Article II, Section 11 of this document. The committee chairperson may at their discretion establish an alternative structure at the beginning of the meeting for persons desiring to be heard if it serves the Authority and/or the public.

ARTICLE VII. DISBURSEMENTS OF MONEYS

Orders for the disbursement of moneys of the Authority made by the Executive Director of the Authority shall be countersigned by the President or the Vice President of the Authority. Disbursements shall be made in accordance with Operating Policy #18: Purchasing Policy. All such expenses paid shall be reported to the Authority at its next meeting.

ARTICLE VIII. AMENDMENTS

These Bylaws may be amended at any regular or special meeting of the Authority by a majority vote of all of the Directors, provided that notice of such regular or special meeting to the Directors shall set forth a copy of the proposed amendment(s) and give notice that the same will be brought to the attention of the Directors for action at such regular or special meeting.

ARTICLE IX. OMISSIONS

The omission in these Bylaws of any word, phrase, clause of sentence contained in the Laws 1969, Chapter 577, shall not be deemed to be an abandonment or waiver by the Authority of any power or authority granted to the Authority, the Directors, and the Executive Director, or other managing agent, by such Act; nor shall such omission be deemed to relieve the Authority, the Directors, the Executive Director or other managing agent, in performing the duties and being subject to the obligations being imposed upon them by such Act.

These bylaws were approved as required in Article VIII.

President

Secretary

Date

Date

VII. - E.

**Duluth Airport Authority
DAA Board Packet Budget vs. Actual Summary
From Jan 2023 to Jul 2023**

UNAUDITED

Financial Row	Prior Year Actual (Jan 2022 - Jul 2022)	Current Year Actual (Jan 2023 - Jul 2023)	Budget Amount (Jan 2023 - Jul 2023)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2023 - Adjust 2023)
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	1,722,876	1,928,636	1,578,274	122.20%	205,761	350,363	2,950,799
Non-Passenger Aeronautical Revenue	898,422	979,123	938,552	104.32%	80,701	40,571	1,643,775
Passenger Airline Aeronautical Revenue	761,860	815,624	767,172	106.32%	53,765	48,452	1,321,416
Total - Income	3,383,157	3,723,383	3,283,998	113.38%	340,226	439,386	5,915,990
Gross Profit	3,383,157	3,723,383	3,283,998	113.38%	340,226	439,386	5,915,990
Expense							
Miscellaneous Expenses	21,990	52,177	40,314	129.42%	30,186	11,862	71,436
Personnel Compensation & Benefits	1,363,625	1,509,260	1,573,513	95.92%	145,636	(64,252)	2,909,323
Services and Charges	1,227,744	1,239,664	1,373,021	90.29%	11,920	(133,357)	2,266,993
Supplies	337,126	527,757	503,011	104.92%	190,631	24,745	768,676
Total - Expense	2,950,485	3,328,858	3,489,859	95.39%	378,373	(161,001)	6,016,427
Net Ordinary Income	432,672	394,526	(205,862)	-191.65%	(38,147)	600,387	(100,437)
Other Income and Expenses							
Other Income	452,017	2,928,590	290,764	1,007.21%	2,476,574	2,637,826	496,209
Other Expense	93,586	82,812	129,479	63.96%	(10,774)	(46,667)	221,964
Net Other Income	358,430	2,845,778	161,285	1,764.44%	2,487,348	2,684,493	274,245
Net Income Exclusive of Project Expenses, Depreciation & Amortization	791,103	3,240,304	(44,576)	-7,269.09%	2,449,201	3,284,880	173,808
Projects/Grants	292,721	3,375,494	10,464,691	32.26%	3,082,773	(7,089,196)	17,939,470
Depreciation & Amortization	(6,261,340)	0	(5,831,662)	0.00%	6,261,340	5,831,662	(10,007,639)
Net Income	(5,177,516)	6,615,798	4,588,453	144.18%	11,793,314	2,027,345	8,105,638

- **Overall:** At the time this report was generated for the above period, the DAA is at an overall favorable variance budget vs actual of over \$3.2M. COVID Relief Funds of \$2.4M are mainly responsible for this positive variance. Excluding COVID relief funds, the DAA is at a favorable variance of budget vs actual of over \$884k.
- **Operating Revenue:** Non-Aeronautical Revenue is \$350k over budget overall due to increased parking revenues of over \$200k, and car rental concessions of \$56k. Non-passenger aeronautical revenue is 40k over budget due to increased concessions and rent. Passenger Airline Aeronautical revenue is 48k over budget. Operating Revenues are \$439k over budget overall.
- **Operating Expenses:** Personnel Compensation and Benefits are \$64k under budget. Supplies are 24k over budget. Services and charges are 133k under budget. Operating expenses are \$161k under budget overall.
- **Non-Operating Revenue:** Non-operating revenue is substantially over budget because we requested all remaining COVID relief in January 2023. This totaled \$2.4M. Interest income is up \$182k due to our increased cash balance. PFCs came in \$54k over budget as well.
- **Non-Operating Expenses:** Non-Operating Expenses are down over \$46k, as the line of credit has not been utilized.
- **Report Disclaimer:** The results of this report are expected to change slightly with delayed revenue and expense postings as well as audit adjustments. Insurance invoices discrepancies are in discussion, which will increase operating expenses by close \$75k.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 9/13/23:**
 - Minimum Cash Balance Goal: \$2,801,956
 - Current Balance: \$7,875,450 (does not include grants receivable)
 - Days Cash on Hand: 506 days currently vs 180 day benchmark (326 days over goal)

Duluth Airport Authority
Income Statement
From Jan 2023 to Jul 2023

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$20,691.80
Concession Revenue	
ATM	\$299.00
Car Rental Concession	\$339,424.59
Food & Beverage Concession	\$52,432.57
Lottery Concessions	\$756.05
Parking	\$144,216.13
Per Departure Fee	\$2,265.00
Per Passenger Fee	\$23,085.00
Services/Other	\$449.23
TNC Per Trip Fee	\$6,636.00
Vending	\$4,085.20
Total - Concession Revenue	\$573,648.77
Customer Facility Charges	\$136,392.00
Miscellaneous Revenues	\$64,354.16
Parking	\$858,502.98
Permits	\$5,657.87
Plowing Services	\$2,022.96
Reimbursed Expenses	\$46,953.30
Rent	\$145,343.67
Sponsorship Income	\$35,000.00
State Aid	\$40,068.90
Total - Non-Aeronautical Revenue	\$1,928,636.41
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$34,672.48
Concession Revenue	\$104,417.57
Event Income	\$38,999.10
Landing Fees	\$21,197.44
Ramp Fees	\$13,433.48
Rent	\$703,467.12
Security Reimbursement	\$58,490.40
Tie Downs	\$4,445.00
Total - Non-Passenger Aeronautical Revenue	\$979,122.59
Passenger Airline Aeronautical Revenue	
Landing Fees	\$175,547.41
Per Use Fee	\$4,141.55
Terminal Office/Space Rental	\$635,935.43
Total - Passenger Airline Aeronautical Revenue	\$815,624.39
Total - Income	\$3,723,383.39
Gross Profit	\$3,723,383.39
Expense	
Miscellaneous Expenses	\$52,176.50
Personnel Compensation & Benefits	
Benefit Administration Fees	\$153.00
Employer Contributions for Retirement	\$133,849.72
Employer Paid Insurance	\$258,769.68
Retiree Benefits	\$82,386.15
Unemployment Compensation	\$2,909.55
Wages & Salaries	\$1,031,192.35
Total - Personnel Compensation & Benefits	\$1,509,260.45
Services and Charges	
Advertising	\$2,929.00
Central Services Fee	\$42,700.00

Financial Row	Amount
Communications & Technology	\$139,347.46
Employee Development Services	\$38,587.22
Employee Physicals	\$1,740.00
Marketing	\$83,651.40
Professional Services	\$263,706.68
Rentals	\$11,057.73
Repairs and Maintenance - Contractual/Services	\$256,893.17
Sponsorship Expenses	\$4,650.00
Transportation	\$289.24
Utility Services	
Electric	\$250,275.09
Fuel Oil	\$1,358.07
Natural Gas	\$46,038.62
Propane	\$1,233.33
Refuse Disposal	\$13,430.88
Storm Water	\$71,681.49
Water	\$10,094.75
Total - Utility Services	\$394,112.23
Total - Services and Charges	\$1,239,664.13
Supplies	
Merchandise for Resale	\$26,484.06
Office Supplies	\$7,468.89
Operating Supplies	
Cleaning & Janitorial	\$12,792.55
Customer Service	\$2,225.00
Lubricants & Additives	\$9,891.93
Meeting Supplies	\$2,258.72
Motor Fuels	\$113,175.17
PPE Reimbursement	\$1,075.28
Safety & Environmental	\$172.47
Signs	\$8,237.47
Wildlife Control	\$2,667.29
Total - Operating Supplies	\$152,495.88
Repairs & Maintenance Supplies	\$341,307.88
Total - Supplies	\$527,756.71
Total - Expense	\$3,328,857.79
Net Ordinary Income	\$394,525.60
Other Income and Expenses	
Other Income	
Capital Contributions	
Grants	\$5,775,815.38
Total - Capital Contributions	\$5,775,815.38
Non-Operating Revenue	
Interest Income	\$212,505.53
Passenger Facility Charges	\$315,763.81
Total - Non-Operating Revenue	\$528,269.34
Total - Other Income	\$6,304,084.72
Other Expense	
Non-Operating Expense	
Interest Expense	\$82,812.17
Total - Non-Operating Expense	\$82,812.17
Total - Other Expense	\$82,812.17
Net Other Income	\$6,221,272.55
Net Income	\$6,615,798.15

Duluth Airport Authority

Balance Sheet

End of Jul 2023

Financial Row	Amount
ASSETS	
Current Assets	
Bank	\$6,180,545.51
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$85,799.52
Accounts Receivable Billed	\$581,667.32
Accrued Receivable	\$22,029.61
Grants Receivable	\$3,790,592.94
ST Lease Receivable	\$77,794.05
Total Accounts Receivable	\$4,557,883.44
Other Current Asset	\$305,410.37
Total Current Assets	\$11,043,839.32
Fixed Assets	
Accumulated Depreciation	(\$152,234,067.04)
Capital Assets	\$265,194,140.48
Work in Progress	\$8,114,812.20
Total Fixed Assets	\$121,074,885.64
Other Assets	
Accumulated Amortization	(\$2,704,381.64)
Airport Planning Projects - Contributed	\$5,410,626.72
Airport Planning Projects - Invested	\$763,452.79
Deferred Outflows - OPEB	\$293,497.00
Deferred Outflows - Pension	\$524,632.00
LT Lease Receivable	\$2,252,032.75
Total Other Assets	\$6,539,859.62
Total ASSETS	\$138,658,584.58
Liabilities & Equity	
Current Liabilities	
Accounts Payable	\$437,179.71
Credit Card	\$3,113.17
Other Current Liability	
Accrued Expense	(\$6,100.00)
Accrued Interest	\$82,812.17
Accrued Sales Taxes Payable - All	\$10,056.68
Accrued Vacation	\$126,146.44
Deferred Inflows - Lease Asset	\$2,300,124.37
Deferred Inflows - OPEB Liabilities	\$76,820.00
Deferred Inflows - Pension	\$23,745.00
Loans Payable to City of Duluth	\$930,000.00
Unearned Revenue - Current	\$181,474.74
Unearned Revenue - Non Current	\$104,497.46
Total Other Current Liability	\$3,829,576.86
Total Current Liabilities	\$4,269,869.74
Long Term Liabilities	
LT Loans Payable to City of Duluth	\$4,165,000.00
Net Pension Liability	\$1,647,368.00
Total Other Post Employment Benefit Liability	\$3,451,083.45
Total Long Term Liabilities	\$9,263,451.45
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$101,887,796.54
Net Income	\$6,615,798.15
Total Equity	\$125,125,263.39
Total Liabilities & Equity	\$138,658,584.58

Duluth Airport Authority Duluth A/R Aging Report As of September 12, 2023

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	8/13/2023 - 9/11/2023	7/14/2023 - 8/12/2023	6/14/2023 - 7/13/2023	BEFORE	TOTAL
						Open Balance	(30) Open Balance	(60) Open Balance	(90) Open Balance	(>90) Open Balance	Open Balance
Avis Rent A Car	Invoice	9/1/2023	11895	10/1/2023	11	\$0.00	\$2,575.59	\$0.00	\$0.00	\$0.00	\$2,575.59
Azbell, Austin						\$0.00	\$0.00	\$153.00	\$0.00	\$153.00	\$306.00
Bellamy Bill						\$0.00	\$932.45	\$0.00	\$199.74	\$0.00	\$1,132.19
BKR						\$0.00	\$250.00	\$250.00	\$275.00	\$0.00	\$775.00
Investments DBA											
Duluth Pack											
Brenholdt, Jacob	Invoice	9/1/2023	11917	10/1/2023	11	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Brown, James	Invoice	9/1/2023	11933	10/1/2023	11	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Churchill, Sean						\$0.00	\$271.56	\$0.00	\$0.00	\$0.00	\$271.56
Cirrus Design Corporation						\$0.00	\$26,936.06	\$5,409.07	\$0.00	\$1,874.55	\$34,219.68
City of Duluth						\$0.00	\$1,718.78	\$1,718.78	\$0.00	\$0.00	\$3,437.56
Civil Air Patrol	Invoice	8/21/2023	11862	9/20/2023	22	\$0.00	\$502.48	\$0.00	\$0.00	\$0.00	\$502.48
Clobes, Nathan	Invoice	7/14/2023	11662	8/13/2023	60	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Cloose Brian	Invoice	9/7/2023	11991	10/7/2023	5	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Cotter/Luck	Invoice	9/1/2023	11955	10/1/2023	11	\$0.00	\$2,105.64	\$0.00	\$0.00	\$0.00	\$2,105.64
Dal Santo, Frances M						\$0.00	\$206.56	\$206.56	\$0.00	\$0.00	\$413.12
Delta Airlines						\$0.00	\$57,446.06	\$0.00	\$0.00	\$115.00	\$57,561.06
DeSutter, Peter	Invoice	9/1/2023	11916	10/1/2023	11	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Divine Carriers						\$0.00	\$139.27	\$139.27	\$139.27	\$217.81	\$635.62
Dudley Bruce						\$0.00	\$90.00	\$0.00	\$90.00	\$0.00	\$180.00
Duluth Economic Development Authority	Invoice	8/3/2023	11787	9/2/2023	40	\$0.00	\$0.00	\$25,841.00	\$0.00	\$0.00	\$25,841.00
Duluth Hangar, LLC	Invoice	9/1/2023	11930	10/1/2023	11	\$0.00	\$869.48	\$0.00	\$0.00	\$0.00	\$869.48
Dunker, Christopher L	Invoice	3/17/2022	9478	4/16/2022	544	\$0.00	\$0.00	\$0.00	\$0.00	\$9,378.20	\$9,378.20
Ellefson, Nicholas	Invoice	9/1/2023	11939	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Enterprise Leasing Company	Invoice	8/31/2023	11997	9/30/2023	12	\$0.00	\$68,808.79	\$0.00	\$0.00	\$0.00	\$68,808.79
Federal Aviation Administration						\$0.00	\$13,026.00	(\$125.00)	\$0.00	\$0.00	\$12,901.00
Federal Express Corporation	Invoice	9/5/2023	11967	10/5/2023	7	\$0.00	\$315.00	\$0.00	\$0.00	\$0.00	\$315.00
Gardonio, Michael	Invoice	9/6/2023	11977	10/6/2023	6	\$0.00	\$56.35	\$0.00	\$0.00	\$0.00	\$56.35
General Services Administration	Invoice	9/1/2023	11923	10/1/2023	11	\$0.00	\$5,631.76	\$0.00	\$0.00	\$0.00	\$5,631.76
Goritchan Boris						\$0.00	\$225.00	\$0.00	\$0.00	\$1,779.00	\$2,004.00
Griffith Evans						\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$180.00
GSSC						\$0.00	\$345.00	\$0.00	\$0.00	\$0.00	\$345.00
Hagberg, Rick	Invoice	9/1/2023	11941	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Hall John	Invoice	9/1/2023	11902	10/1/2023	11	\$0.00	\$315.47	\$0.00	\$0.00	\$0.00	\$315.47
Harris, Melissa	Invoice	7/14/2023	11664	8/13/2023	60	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Hatfield, Dan	Invoice	9/1/2023	11938	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Hermantown Hydraulics						\$0.00	\$0.00	\$714.90	\$402.18	\$0.00	\$1,117.08
Hillman Colin	Invoice	9/1/2023	11949	10/1/2023	11	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$275.00
Hunstad, Nicholas	Invoice	9/1/2023	11915	10/1/2023	11	\$0.00	\$108.33	\$0.00	\$0.00	\$0.00	\$108.33

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	8/13/2023 -	7/14/2023 -	6/14/2023 -	BEFORE	TOTAL
							9/11/2023 (30)	8/12/2023 (60)	7/13/2023 (90)	6/14/2023 (>90)	
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
HydroSolutions Of Duluth, Inc.	Invoice	9/1/2023	11903	10/1/2023	11	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Jay Anne	Invoice	2/28/2023	11014	3/30/2023	196	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	\$102.00
Kleen-Tech Services, LLC						\$0.00	\$908.69	\$0.00	\$0.00	\$0.00	\$908.69
Kraus-Anderson Construction Company	Invoice	8/31/2023	11885	9/30/2023	12	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
Lake Superior College	Invoice	9/1/2023	11924	10/1/2023	11	\$0.00	\$34,468.27	\$0.00	\$0.00	\$0.00	\$34,468.27
Lake Superior Helicopters						\$0.00	\$6,973.97	\$0.00	\$0.00	\$0.00	\$6,973.97
Larsen, Shane	Invoice	9/6/2023	11978	10/6/2023	6	\$0.00	\$813.78	\$0.00	\$0.00	\$0.00	\$813.78
Lucero Andrew	Invoice	8/17/2023	11842	9/16/2023	26	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$450.00
Luck, Rick	Invoice	9/6/2023	11979	10/6/2023	6	\$0.00	\$115.18	\$0.00	\$0.00	\$0.00	\$115.18
Maurices, Inc.	Invoice	9/1/2023	11954	10/1/2023	11	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
Messerer Jon						\$0.00	\$1,377.39	\$0.00	\$0.00	\$0.00	\$1,377.39
Minnesota Air National Guard	Invoice	9/7/2023	11987	10/7/2023	5	\$0.00	\$691.18	\$0.00	\$0.00	\$0.00	\$691.18
Minnesota Department of Transportation						\$0.00	\$53,100.24	\$2,910.76	\$2,456.50	\$24,349.42	\$82,816.92
Minnesota Power	Invoice	9/5/2023	11964	10/5/2023	7	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00
MN State Lottery	Invoice	8/30/2023	11473	9/29/2023	13	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
Monaco Air Duluth						\$0.00	\$6,979.19	\$6,804.19	\$4,360.27	\$305.00	\$18,448.65
Mountain Air Cargo	Invoice	9/1/2023	11910	10/1/2023	11	\$0.00	\$1,646.00	\$0.00	\$0.00	\$0.00	\$1,646.00
Northland Constructors, Inc.	Invoice	9/1/2023	11911	10/1/2023	11	\$0.00	\$181.50	\$0.00	\$0.00	\$0.00	\$181.50
Oakwells CR, LLC						\$0.00	\$2,184.59	\$0.00	\$0.00	\$0.00	\$2,184.59
On Site Enterprises, Inc	Payment	3/17/2023	9757	3/17/2023	179	\$0.00	\$0.00	\$0.00	\$0.00	(\$2.00)	(\$2.00)
Opack Matthew Jr.	Invoice	9/1/2023	11947	10/1/2023	11	\$0.00	\$207.50	\$0.00	\$0.00	\$0.00	\$207.50
Palmer, John	Invoice	9/1/2023	11948	10/1/2023	11	\$0.00	\$207.50	\$0.00	\$0.00	\$0.00	\$207.50
Parking Lot Miscellaneous Customers	Invoice	8/21/2023	11864	9/20/2023	22	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
Parthe, Lance	Invoice	9/1/2023	11936	10/1/2023	11	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Payne, Robert	Invoice	9/1/2023	11932	10/1/2023	11	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Premium Air, LLC	Invoice	8/31/2023	11889	9/30/2023	12	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00
Rathbun, Lesley	Invoice	9/1/2023	11940	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	1,485	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
RS&H						\$0.00	\$2,761.77	\$0.00	\$0.00	\$0.00	\$2,761.77
Safstrom Jon	Invoice	7/14/2023	11666	8/13/2023	60	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Scenic Airrides	Invoice	9/6/2023	11976	10/6/2023	6	\$0.00	\$1,212.62	\$0.00	\$0.00	\$0.00	\$1,212.62
SEH						\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
Shelter Dog Inc.	Invoice	7/25/2023	11712	8/24/2023	49	\$0.00	\$0.00	\$61.00	\$0.00	\$0.00	\$61.00
Simplex Grinnell	Invoice	8/31/2023	11891	9/30/2023	12	\$0.00	\$115.00	\$0.00	\$0.00	\$0.00	\$115.00
Sinex, Barry						\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$180.00
Stevens, Mike	Invoice	9/1/2023	11943	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Sun Country, Inc. dba Sun Country Airlines						\$0.00	\$120.00	\$0.00	\$0.00	(\$5.04)	\$114.96
Sydow Dan						\$0.00	\$276.64	\$276.64	\$0.00	\$0.00	\$553.28
The Landline Company						\$0.00	\$4,814.16	\$4,384.00	\$3,388.00	\$0.00	\$12,586.16
Tom Sullivan						\$0.00	\$275.00	\$550.00	\$0.00	\$0.00	\$825.00

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	8/13/2023 - 7/14/2023	6/14/2023 -	BEFORE	TOTAL	
						Open Balance	9/11/2023 (30) Open Balance	8/12/2023 (60) Open Balance	7/13/2023 (90) Open Balance		6/14/2023 (>90) Open Balance
Transportation Security Administration						\$0.00	\$8,345.00	\$0.00	\$7,820.40	\$8,079.33	\$24,244.73
unifi						\$0.00	\$410.00	\$0.00	\$0.00	\$0.00	\$410.00
United Airlines						\$0.00	\$0.00	\$0.00	\$1,659.08	\$43,432.25	\$45,091.33
United Parcel Service						\$0.00	\$0.00	\$190.00	\$0.00	\$260.00	\$450.00
University of Minnesota Duluth	Invoice	8/3/2023	11790	9/2/2023	40	\$0.00	\$0.00	\$3,250.00	\$0.00	\$0.00	\$3,250.00
Williams, Ron	Invoice	9/1/2023	11944	10/1/2023	11	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Total						\$0.00	\$331,703.83	\$53,193.17	\$20,790.44	\$89,963.52	\$495,650.96

VII.- G.

August 2023 Airline Statistics

Month	DELTA					UNITED					SUN COUNTRY					CHARTERS - SUN COUNTRY					Total Passenger Data Including Charters						
	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements			2023 Deplanements			Total Passengers
	Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev	Total	Rev	
JAN	4,890	245	4,344	244	9,723	3,393	118	3,001	79	6,591	117	1	1,265	-	1,383	0	0	0	0	-	8,400	364	8,764	8,610	323	8,933	17,697
FEB	4,521	163	4,217	139	9,040	3,557	77	3,491	72	7,197	1,207	1	2,096	5	3,309	0	0	179	0	179	9,285	241	9,526	9,983	216	10,199	19,725
MAR	6,049	166	1,206	47	7,468	4,232	113	4,274	87	8,706	3,040	13	2,750	4	5,807	183	0	180	0	363	13,504	292	13,796	8,410	138	8,548	22,344
APR	5,355	169	5,383	172	11,079	3,585	99	3,594	81	7,359	1,399	4	1,635	7	3,045	183	0	183	0	366	10,522	272	10,794	10,795	260	11,055	21,849
MAY	6,470	192	6,812	188	13,662	3,722	104	4,035	100	7,961	-	-	-	-	-	177	0	177	0	354	10,369	296	10,665	11,024	288	11,312	21,977
JUN	6,421	192	6,413	140	13,166	3,049	66	3,079	51	6,245	-	-	-	-	-	0	0	0	0	-	9,470	258	9,728	9,492	191	9,683	19,411
JUL	7,821	169	7,968	212	16,170	3,633	109	3,636	70	7,448	-	-	-	-	-	343	0	343	0	686	11,797	278	12,075	11,947	282	12,229	24,304
AUG	8,177	229	7,828	247	16,481	5,215	123	5,020	121	10,479	-	-	-	-	-	-	-	-	-	-	13,392	352	13,744	12,848	368	13,216	26,960
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	49,704	1,525	44,171	1,389	96,789	30,386	809	30,130	661	61,986	5,763	19	7,746	16	13,544	886	0	1,062	0	1,948	86,739	2,353	89,092	83,109	2,066	85,175	174,267

August 2023 Landline Statistics

	Mar 2023	April 2023	May 2023	Jun 2023	Jul 2023	Aug 2023
Departing Rev Pax	1,110	1,090	786	747	996	908
Van Departures	49	26	28	28	27	26
Bus Departures	37	34	24	24	26	26
Total Departures	86	60	52	52	53	52

Aug 2023			
Pax Type	Market	Pax Count	Seats (AU)
Revenue	Departures	908	918
	Arrivals	762	918
Revenue Total		1,670	1,836
NonRev	Departures	13	-
	Arrivals	14	-
NonRev Total		27	-
Grand Total		1,697	1,836