



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, October 17th, 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

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Meeting ID: 249 336 734 244

Passcode: ihi3nk

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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.



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DULUTH AIRPORT AUTHORITY MEETING AGENDA OCTOBER 17, 2023

AMATUZIO CONFERENCE ROOM DULUTH INTERNATIONAL AIRPORT

I. * EXECUTIVE DIRECTORS REVIEW

- A. Information Letter to DAA Directors

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

- A. Approval of September 14, 2023, Board Retreat Meeting Minutes
- B. Approval of September 19, 2023, Meeting Minutes

III. DAA CASH DISBURSEMENTS

- A. Operating Check Register Sheets #25-27 of 2023; Operating ACH Payment Register # 26-29 of 2023; Construction ACH Register #08 of 2023.

IV. CORRESPONDENCE

- A. DLH Construction Newsletter:
 - i. Dated September 15, 2023.
 - ii. Dated September 22, 2023.
 - iii. Dated September 29, 2023.
 - iv. Dated October 6, 2023.
- B. DYT Construction Newsletter:
 - i. Dated September 19, 2023.
 - ii. Dated September 29, 2023.
- C. September 8, 2023: Persisting Pilot shortage strains growth prospects, reduces flights for regional airports like Duluth. MPR News.
- D. September 18, 2023: Klobuchar, Stauber Call On FAA To 'Expedite' Approvals for New DLH Air Traffic Control Tower. Fox21.
- E. September 26, 2023: Minnesota House Capital Investment Committee Bonding Tour makes a stop in Duluth. WDIO.
- F. September 28, 2023: Email from AAAE Aviation News Today
- G. September 30, 2023: September 2023 Monaco Air Foundation Report.

V. OPPORTUNITY FOR PERSONS TO BE HEARD

VI. OLD BUSINESS

None



VII. NEW BUSINESS

- A. Resolution to Approve Employee Incentive Awards for Natalie Baker in the Amount of \$1000 in Accordance With Operating Policy #5
- B. Resolution of Support for the Monaco Air Foundation to Grant Monaco Air Duluth \$14,100 in support of Air Service Development Activities Related to Sun Country Service.
- C. Resolution to Approve Work Order 2023-13 for the design of Midfield Ramp Phase 2 between Short Elliot Hendrickson, Inc. and the Duluth Airport Authority.
- D. Resolution to Approve Work Order 2023-15 for the design of the Runway 27 PAPI's between Short Elliot Hendrickson, Inc. and the Duluth Airport Authority.
- E. Resolution to Approve Transportation Network Company Operating Agreement between Lyft, Inc. and the Duluth Airport Authority.
- F. Resolution to Approve Transportation Network Company Operating Agreement between Rasier, LLC and the Duluth Airport Authority.
- G. *August 2023 Financial Reports
- H. *October 2023 Accounts Receivable
- I. *September 2023 Airline Statistics, Landline Statistics

VIII. DIRECTOR'S REPORTS

Items annotated by an asterisk (*) 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.

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DATE: October 17, 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.
- Allegiant Meeting Recap
- SkyWest Meeting Recap

OPERATIONS/CONSTRUCTION/PLANNING

- Construction Management Agreement Update
- Planning:
 - New Air Traffic Control Tower (ATCT) Update
 - 2024 Capital Improvement Plan Draft
- Construction:
- Operations and Maintenance:
 - Taxiway A Phase 2 + 4 Update
- 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
- 2024 Draft Budget
- 2024 Draft DLH Rates & Charges Addendum
- 2024 Draft DYT Rates & Charges Addendum
- SCASD Semiannual Report Submission
- 2024 State Capital Budget Request Update

MARKETING/COMMUNICATIONS

- Digital Ad Landing Page Update



LEGISLATIVE UPDATE

- MN House Capital Investment Committee Tour Recap
- Duluth and St Louis County Days Legislative Breakfast Recap

PRESENTATIONS/TOURS/TRAVEL RECAP

- National Economic Development Conference

OTHER

- Operations Department Organizational Study
- Organization Salary Study

Submitted by,

Tom Werner, A.A.E.
Executive Director



II. - A. **DULUTH AIRPORT AUTHORITY**

DULUTH AIRPORT AUTHORITY BOARD RETREAT MEETING MINUTES SEPTEMBER 14, 2023

MEETING LOCATION: PILOT HOUSE BOARD ROOM
PIER B HOTEL RESORT

DIRECTORS PRESENT: Kim Maki
Kevin O'Brien
Elissa Hansen
Michael Henderson
Dan Markham
Jason Crawford

DIRECTORS ABSENT: Jeff Anderson

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
Heather Wink, Giant Voices
Samantha Hanson, Giant Voices
Mike Bown, Landrum & Brown
Kaci Nowicki, SEH
Shawn McMahon, SEH
Matt Baumgartner, Duluth Chamber of Commerce

OTHERS PARTICIPATING VIA ELECTRONIC MEANS:
Paul Huston, HNTB

CALL TO ORDER: Dir. Maki called the DAA board retreat to order at 8:12 a.m.

Dir. Maki invited Mr. Tom Werner to introduce some of the newer faces at the retreat. Mr. Werner introduced Mr. Matt Baumgartner from the Duluth Chamber of Commerce. Mr. Werner stated that he has appreciated Mr. Baumgartner's support for the DAA during his term. Mr. Werner next introduced Mr. Mike Bown to speak on **Air Service Industry Update and Trends**.

- Mr. Bown shared several industry trends, focusing post-pandemic, in the air service industry. He shared that while mainline airlines have recovered above their pre-pandemic standards, many regional airlines are still down. He stated that this is in large part due to the continuing shortage of available pilots. Leisure markets (like the southeast US and the mountains) have increased travel, while predominately business/government-based travel markets (like the Midwest and northeast) are seeing the biggest declines.
 - Mr. Werner added that Rochester in particular is down drastically as a result of them seeing a decrease in flying patients into the Mayo Clinic Health System. They are often instead opting for virtual visits. He also noted that the mainline airlines are "up" when calculating the number of seats, largely due to flying larger aircraft and retiring the smaller planes. He also emphasized that connecting hubs should be as strong as possible, and both Minneapolis and Chicago are down, due to the above trends.



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- Mr. Bown also noted that many airlines are shifting their focus to this leisure travel as business travel is down. In addition, ultra low cost carriers (ULCCs) have been on the rise, while larger carriers are trending downwards.
- Mr. Bown shared that in the upper Midwest specifically, air travel is down disproportionately. The “sun states” are up in comparison due to migration and leisure travel. ULCCs have combated this trend and some of the downward trend in this region is due to the rise of ULCC in Minneapolis (Spirit Airlines) and also a drop in demand from Thunder Bay flyers due to the current strength of the US Dollar.
- Mr. Bown explained that Essential Air Service (EAS) is a federally subsidized program to support air traffic in “essential” markets. Minnesota is a large EAS state with 5 markets.
- Mr. Bown and Mr. Werner share the results of their DLH Ground Shuttle Survey and discussed the potential for Landline bus service to become a “regional airline” by provided secure-to-secure transportation, which would be booked like an airline ticket and become a feeder airline from smaller markets into DLH. This process has been approved once already. DLH would provide the customer service, with smaller security lines and ease of use as compared to MSP. Landline seems very interested in this opportunity but would need to partner with an airline. It was also cautioned that smaller regional airports (i.e., International Falls, Bemidji) may also be resistant to this, as their airport boards would likely be hesitant to reduce their air service.
 - Questions arose about if this would replace the Denver route. Mr. Werner clarified that he is still working on this, and it likely would have already been a reality if not for the pandemic. Those funds are good through 2027, so there is still time to work on bringing that forward.
 - Ms. Kayser added that historically, we’ve seen Landline absorb consumers who would otherwise drive, not those who are already flying. They help us capture more leakage, not create new leakage.
- Mr. Bown shared that DLH’s airfare is about at the same level now as it was pre-pandemic. DLH was growing prior to COVID, but was hit hard by the pandemic, like most of the regional airports.
 - Mr. Werner shared that although America is no longer flying from DLH, this was likely to happen even without the pandemic and stressed the importance of a carrier to committed to building customer loyalty. He stated that he is working on building relationships with potential air carriers now, even if there are no immediate plans to add service to DLH, as these relationships can take years to develop.
 - Mr. Bown went through the specifics of each airline and how they have weathered the pandemic and their current state. He also shared that many communities are getting aggressive in recruiting air service. Some states are adding an air service fund into their statewide budget, including Ohio, Indiana, and Michigan.
 - Mr. Werner added that the money set aside to promote the Denver route was originally the largest in the region, however that has changed since those funds were received.

Dir. Maki suggested a break at 9:40am. Meeting was resumed at 9:55am.

Mr. Werner shared how some communities receive support from the state level, while others receive it from their local Chambers. Given the restrictions around how the airport funds can be spent, the chamber can sometimes fund projects the airport cannot. There have been conversations with the Duluth Chamber of Commerce about this possibility.

- Mr. Baumgartner shared that he is very excited about this partnership. The Duluth Area Chamber is a 501c6 non-profit, however they additionally launched a 501c3 foundation to help support these types of initiatives. This foundation would support items like economic development, research, or population/community growth, all of which coincide with the airport. They will have both restricted and non-restricted donor funds which may be used for specific projects. One of the top priorities for the chamber is aviation, including companies like the Duluth Airport Authority, 148th, and Cirrus. Mr. Baumgartner is expecting to receive formal board support at the end of September to ratify aviation as one of the goals of the foundation.
 - Mr. Werner shared that this type of partnership would allow the DAA Board to continue to set goals around Air Service but could then reach out to the foundation to help support new or existing goals, such as the Denver route or incentive packages around new routes/airlines or bolstering existing route/airlines. He stressed that the chamber has both a passion and capacity to help the DAA.



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- Questions arose about the relationship between the City and the Foundation, the formal partnership between all three entities, and how the foundation's board would be structured.
- Dir. Maki shared that this seems like a fantastic partnership opportunity for both the city of Duluth and the Duluth Airport Authority.
- Mr. Baumgartner thanked the board for allowing him to speak and left the meeting at 10:16am.

Mr. Werner turned attention back to Mr. Bown's Air Service Industry Update and opened the table for questions.

- Dir. Hansen asked if there was a reason for looking at service to Ft. Myers instead of Orlando?
 - Mr. Werner and Bown shared that logistics are easier since Sun Country has a base in Ft. Myers.
- Dir. Hansen asked if the goals were feasible given the current pilot shortages.
 - Mr. Bown shared that the Delta numbers give him confidence in meeting the goal. Mr. Werner also shared the increases around Great Lakes Cruising will also help us meet that. Ms. Kayser clarified that last year the cruise ships only stopped in Duluth, while this year it is the beginning or end of the destination, and that is the plan moving forward, leading to the increase.
- Dir. Markham asked what DAA could do to help with the secure-to-secure landline option.
 - Mr. Werner indicated the airlines need to buy into this to help drive it into reality. MSP would also likely need to become a partner as well, but their infrastructure is not currently set up for this. Mr. Papko shared that from an operational perspective, the DAA could facilitate this quickly. It would rely on the other partners also being ready.
- Additional questions arose regarding airline credit card loyalty programs, changes in pilot wages, and any plane size restrictions at DAA.
- Mr. Werner asked if there were any concerns about the goals and initiatives laid out at the end of Mr. Bown's presentation.
 - Dir. Maki asked if there was any prioritization between the goals. Mr. Werner stated that there was no direct prioritization. The staff is working on multiple goals and pursue whichever one is moving based on current conditions.
 - Dir. Maki shared that she is continuously impressed by the airport staff. She appreciated how, even with challenges, the staff always pursue and present solutions to the board.

Ms. Baker invited Ms. Heather Wink and Ms. Samantha Hanson from Giant Voices to expand on **Who is DLH's Post-Pandemic Air Service Customer**

- Ms. Wink and Ms. Hanson expressed their appreciation for being invited to sit in on the Board Retreat and hear their insights as to where their marketing should focus. They also shared that while they are the primary representatives from Giant Voices that the DAA will be working with, they also have a "team of giants" to help support their efforts. Today, they will be diving into who is the DAA's audience.
- Ms. Baker shared that one of the current trends is business travel which has not returned at the same rate that leisure travel has post pandemic. Ms. Baker recommended to continue a multi-audience approach to meet both the business and leisure traveler with different tactics.
- Ms. Wink and Hanson shared that they broke the DAA audience down into 5 different personas, 4 for leisure travelers, and one for business travelers.
 - Personal 1: Young Professionals: "Alex". Prioritize travel when spending their income and wants to make the most of every minute.
 - Personal 2: Budget-conscious Family: "Jessica". Budgets and saves up for travel and will prioritize cost.
 - Persona 3: High-earning family: "Jane". Expects to travel, regardless of if the price is right. Have flexibility in schedules and will pay premium for convenience.



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- Persona 4: Retirees: “James”: Ready to relax and wants convenience and reliability.
- Persona 5: Business Travelers: “Bryan”. Travels frequently and uses rewards programs. Needs to stay connected and work on the go. Employers will pay a premium for convenience.
- Ms. Wink and Hanson shared that they are always checking on their marketing reports to see what tactics are working to help make informed decisions moving forward. Did not have much data to report today but will share more in the future. They also noted that the reports will also help inform the personas and that the personas may change or add new ones as they get the data back.
- Ms. Baker reiterated that marketing decisions are made strategically first, then use creative to pair with the strategic initiative. These personas are dynamic to move with the customer, to meet them where they are.
- Dir. Maki asked if data was used to develop these starting personas and what role gender played in their creation.
 - Ms. Wink and Hanson shared the personas are very specific to show one person, but apply to a broader range of individuals, often both male and female. The Family centered individuals tend to be female matriarchs. However, the other individuals could be either gender. They reiterated that insights did drive these recommendations. Ms. Baker added that the most recent customer survey had a large return rate which helped give a good basis of support to these decisions.
- Dir. Markham inquired about the ratio between business and leisure travelers.
 - Ms. Baker shared that of the returned surveys, 12% self-reported as business travelers, 55% were leisure travelers, and 29% selected both. This is self-reported data, which can be skewed. Mr. Werner also added that these numbers are per customer, however business travelers fly more often than leisure travelers. Ms. Baker added that business travelers also spend about twice as much as leisure travelers.
- Mr. Werner asked about the reach of the planned campaigns.
 - Ms. Wink shared that the tactics they are using can be both board (i.e., TV stations) and specific (i.e., Social Media targeting). They can pick the different areas to place specific ads there. Ms. Baker also stated that radio and print ads both have very broad reaches, especially with business travelers who are often proactive in staying informed.
- Mr. Werner asked the board to reflect on the personalities listed above and how they may utilize DAA amenities. He recommended to be aware that if these personas change, it may require changing amenities.
 - Dir. Hansen shared that some amenities have dual function for different audiences, such as Club DLH being great for business travelers, but also great for toddlers.
- Dir. Crawford asked about data on the group sizes flying out of DLH.
 - Mr. Bown shared that the airlines are not collecting or sharing that information. Mr. Werner confirmed that a survey would be the best way to answer that question.
- Questions arose about personas not using DLH, or if MSP had different personas than DLH.
 - Mr. Werner and Ms. Hanson shared that with technological advances, like geo-fencing, allows for targeting individuals who are using alternative travel methods to advertise to that leakage.
 - Dir. Hansen emphasized that there will always be leakage that cannot be captured. She stated that retention may be a better focus.
- Dir. Markham asked about any changes in reliability at DLH and if that could be used to overcome perception.
 - Mr. Werner stated that while reliability is high, marketing could do more to talk about this. Growing more options and connectivity could help battle negative perceptions.

Dir. Maki invited everyone to break for lunch at 11:22am. Meeting was resumed at 12:15pm.

Dir. Maki invited Mr. Tom Werner to provide an update on the **Strategic Plan Progress Update 2020-2025**



- Mr. Werner reviewed the DAA's mission and vision. He then reviewed the Strategic Initiatives and provided updates on the updates in the last year.
- Infrastructure Renewal:
 - Alphas Taxiway Reconstruction is funded. Phases 1 and 4 are completed with Phase 2 in progress. Phase 3 is currently scheduled for next year and Phase 5 is being designed. Initially this was slated to cost \$77 million, but is currently at \$80 million, possibly more.
 - The Air Traffic Control Tower (ATCT) has completed the Master Plan and Citing Study, but still waiting on the Requirements Workbook. The Congressional Delegation has been active with the FAA to expedite this process. The project design is waiting on this workbook but are also designing usable units of work that could utilize funding to meet deadlines.
 - The ATP grant could cover 90% of eligible costs so staff will be working on this shortly. The full funds for the tower may need to come from multiple grants over multiple years. Mr. Werner shared that there is intense competition for these funds.
 - Dir. Maki asked what types of projects these grants typically cover.
 - Mr. Werner shared that the original intent of this grant was for terminals, but it also includes a line about towers. Mr. Papko shared that some of the funded projects have been only tangentially related to terminals.
 - Tours have already happened with the Senate Capital Investment committee, and the House committee is coming soon. It is a huge credit to the local delegation to get both chambers to Duluth.
 - Rehabilitation of Runway 3/21: Originally this had included an extension of this runway as well, however it was found not financially feasible nor required by any stakeholders. The electrical edge light was completed last calendar year. No more updates are expected for the next few years.
 - Mr. Papko shared that there has been a balance of trying to utilize the entire life of this runway. While it may appear that this is getting "kicked down the road" by delaying deadlines, it is done with intention.
 - GA Ramp Expansion was completed prior to the Airshow.
 - Support Economic Development:
 - Hanger 101 was demolished in 2022, while Hydrosolutions and DHL are projected for demolition in 2024. Hermantown Hydraulics, DHL and Hanger 2 will need to be demolished for the new ATCT.
 - Dir. O'Brien asked what revenue losses will result from these demolitions.
 - Ms. Kayser shared that there will be no significant revenue lost from these buildings. She also expressed concerns about some inaccuracies in public statements surrounding Hydrosolutions, as there has been clear communications with them about the demolition plans since 2015.
 - Positioning select green space for new development is one of the most exciting initiatives at the moment, however the focus has shifted as circumstances changed. Initially, new development was focused on the Haynes Rd and Airport Rd intersection, but has now shifted to Sites 1 and 2 since a major employer has expressed interest.
 - Mr. Werner also shared that zoning adjustments are being sought, since parts of the airport are currently zoned as residential, so trying to get everything zoned appropriately for the activities and businesses present.
 - Strengthen DAA Cash Flow:
 - Mr. Werner shared that the DAA staff regularly talks about ways to maximize revenue opportunities, which has increased year over year. DAA Cash Balance is consistently above the requirements and regularly reported at Board Meetings. 99% of space available is currently leased, with only one



- small office not rented. Ms. Kayser is also working on new spaces to lease and is making great progress.
- Mr. Werner shared that the new parking revenue management stream has been completed and is working great. Ms. Bodin shared that the parking revenue has increased more than 23% since 2022. The first year has already paid for the new equipment. Mr. Papko stated that it was a bold choice to go cashless/cashier-less in parking and to solely manage the entire system. Many other airports have some contract in place for a part of the system, such as maintenance. Originally had projected it would take two years to recover the cost of the systems.
 - Other new opportunities to strengthen the cash flow have already been discussed.
 - Strengthen and Grow Air Service:
 - Add Daily Flights to Western Hub: Mr. Werner shared that this would be met by the Denver route, however capacity constraints have slowed the progress. In addition, cost structures have changed then when this started. Once airlines are better positioned to start this route, a refresh of the business case will need to be done. Mr. Werner stated that this goal is specifically targeted at a network air carrier to provide direct competition to Delta to keep fares in line.
 - Dir. O'Brien asked about when the funds received for the Denver route would expire.
 - Mr. Werner stated those funds expire in 2027. Mr. Bown also stated that the DOT has granted extensions, which the DAA would have a good case for given the pandemic.
 - Add ULCC to Leisure Route: Mr. Werner shared that Sun Country had added their regional routes, but are still seeking to add more destinations. Phoenix has been discontinued for this season, both for Duluth and other regional markets. Mr. Werner is anticipating that Ft. Myers will return, but there has not been a formal decision yet. He continues to have conversations about other leisure routes that could be added, such as Orlando, ideally with Sun Country, but other airlines are also in consideration.
 - Strengthen Existing Carriers and Routes: Mr. Werner shared that he is focused on United and its strength post-pandemic. He believes that if United put more seats on the market, they would be filled. Concerns arose about the specific goal of 330,000 passengers by 2025 no longer being feasible, since it was formed pre-pandemic.
 - Dir. Maki asked if there should be consideration to reset the goal.
 - Mr. Werner stated that is possible and staff could propose new, realistic numbers.
 - Dir. Maki emphasized it should only be done if worthwhile, which it may not be.
 - Mr. Werner also shared that a dual class product has also been available with Delta flying larger jets with first class.
 - Mr. Werner credited the DAA Staff Directors for getting all these achievements.
 - Dir. Maki asked if other airports are offering similar incentives to Duluth, focusing on one airline and one destination.
 - Mr. Bown stated that it is all over the board. Many will consider the right opportunity at the right time, occasionally prioritizing specific routes.
 - Dir. Maki noted that American did not stay in Duluth for long. She asked about the incentives and if there is a minimum stay requirements.
 - Mr. Werner noted that the American incentives included partial waiver of fees and marketing support, but were not to the level planned for the Denver routes. Ms. Bodin shared that the FAA has rules about incentive requirements and how long they can last. Ms. Kayser noted that there was a cap on American's incentives, which they did not reach before leaving Duluth.



Dir. Maki invited Mr. Werner to provide an update on the **Operations/Maintenance Department Study**.

- Mr. Werner shared that the DAA had recently contracted ADK to review the operations department. They have completed their initial assessment and he will be sharing their preliminary findings. Mr. Werner shared that they are still working with ADK with follow-up questions to develop a final draft. The ADK Executive Search focused on workload and staffing to ensure DAA staff is aligned with the DAA mission.
- ADK conducted an employee survey and had airport tours to meet with staff and stakeholders. They noted that everyone was forthcoming and candid with comments and wanted to help the organization move forward. ADK compared results against peer airports. Mr. Werner commented that he will be digging into the airports chosen for comparison to see if there are better comparisons to make.
- Key findings included that the staff is committed, hardworking, accommodating, and cooperative. Mr. Werner was excited to share that ADK noted that there is an incredible collaboration culture.
- Snow removal operations are a year-round concern since preparation of snow removal equipment starts in May. ADK found that there are inadequate personnel, but they have a great attitude. They recommend reducing temporary workers and adding full-time personnel who could also assist in construction or maintenance. Mr. Papko noted the challenges in the labor marketing, especially for temporary workers.
- Mr. Werner shared that ADK found the relationship between labor and management at DAA is good, with people being highly motivated and genuinely invested in their jobs. ADK recommends creating new job titles for operations, maintenance and facilities, since the job classifications do not match the actual work being done. Mr. Werner noted that they will be having conversations around these recommendations.
- It was noted that there is a large amount of overtime being done, and over-hires/temps are not a viable solution due to the current hiring market. Mr. Papko noted that the equipment they used also requires operator skill, which is additionally hard to find. Mr. Werner noted that temp workers also pose increased risk due to lack of experience, and limited familiarity with the equipment and the airfield. They will be looking at removing temp workers, replacing with year-round employees, and adjusting pay range, plus considering alternative streams. ADK also recommended a full salary study be completed to make informed decisions across the entire organization, since it appears that DAA salaries are not reflective of industry levels.
 - Dir. O'Brien inquired who would conduct that study.
 - Mr. Werner shared that ADK can complete it or can recommend alternative companies.
- Another focus of the study's findings was around overtime alternatives. Currently, hourly employees have made more than their salaried supervisors due to overtime, even when working the same number of hours. Overtime is very common during snow events. This is not best practice.
 - Dir. Maki asked for clarification on if this is referring to their pay for the year, not just for a week.
 - Mr. Werner agreed this was referring to the entire year, since snow overtime is massive. Mr. Papko also added that once the snow melts, then construction overtime starts, especially since vacations increase over the summer months. Mr. Werner mentioned there was comp time listed as a potential resolution, however that would raise other issues.
 - Dir. Maki asked if this had come up as an issue in hiring or retaining an Airside Manager.
 - Mr. Werner shared this has not been an issue, since this position is highly sought after for those looking for advancement to learn all aspects of the airport. Ms. Bodin noted that there have been very dedicated employees in this role.
- They noted the use to Fleetio/Vicheo to manage the airside's work order, which has been going well. However, the facilities side is not currently using a software management solution. Mr. Papko noted that this will be especially important with upgrading and adding more facilities.
- Other recommendations surrounded reducing the escorting of consultants, establishing a volunteer program for administrative staff to help with snow removal, contracting maintenance for bridges and belts, increasing employee recognition programs and continuing need for training for all employees.



- Organizational realignment was recommended to change titles, develop new positions, and deleting temporary works. Mr. Werner noted that changing titles to reflect specific job functions is a deviation from a previous philosophy of having well rounded employees who could respond to any situation. New positions would include both a replacement of the temporary workers roles, and an additional hiring of either a Deputy Executive Director or a Special Projects Manager to alleviate the demand on Mr. Papko's time. Mr. Werner emphasized that these changes would need to be tied back to financial viability and may be deployed in phases.
 - Dir. Hansen noted that the more specific job titles would be clearer and easier to understand what employment opportunities are available at the airport.
 - Dir. Markham asked if the overtime issues were due to the abnormal amount of snow last year.
 - Mr. Werner clarified that this was not an anomaly last year. Mr. Papko also shared that often the operations managers are working with their team directly, which can pull them out of management roles. Hiring appropriate levels of employees would help the managers step back to be able to better manage their teams. Mr. Papko also expressed concerns about allowing comp time in place of overtime pay, since that can lead to too many vacations during construction season, when the same employees are needed.
 - Dir. Crawford asked for Mr. Werner's opinion on the report's findings.
 - Mr. Werner stated that the report presented today is only skin deep and he would like more time to make sure everything is supported by data before presenting formal recommendations to the board to make sure that everything is actionable and financially responsible. He would like to make sure that hiring is done with a 30-year view. As these changes are being considered, Mr. Werner expressed appreciation for the diverse board members' backgrounds to help inform decisions.
 - Questions and discussion arose regarding the appropriate ratio of revenue to payroll.
- Mr. Werner stated that he is working to develop a second draft of this report and will likely bring forth recommendations to the board next year about its contents. He would like to ensure consensus among senior staff before presenting the formal recommendations to the board.
- Dir. Maki noted that the compliments around the airport's culture, cohesion and dedication start at the top, and expressed gratitude to Mr. Werner for that.

Dir Maki suggested a break at 1:51pm. Meeting was resumed at 2:10 pm.

Dir. Maki invited Ms. Jana Kayser to provide an update on the **Economic Development Activity near DLH**.

- Ms. Kayser stated that after the conversations this morning about capacity and pilot shortages, it emphasizes the importance of increasing economic development and non-aeronautical revenue. She also pointed out that it is directly a part of the DAA's mission and vision. While she is a one-person department, she works closely with the rest of the DAA team.
- Ms. Kayser pointed out the different ways that DAA participates in economic development around the region, including with APEX, Area Chamber of commerce's, Local Municipalities, air service development, non-aeronautical development, and through tenants like Cirrus and the 148th.
- One large project that Ms. Kayser is working through is the Rice Lake Corridor Projects. It is believed that this area could be the next large boom economically in the area. It would help resolve existing traffic issues and allow for business and housing expansions. There continue to be public meetings to gather input from the community.
 - The next step is for St. Louis County to submit a RAISE grant application for federal funds. They were unsuccessful in their first attempt, so were looking to add economic development as a major facet in their next round. Ms. Kayser has helped bring in major stakeholders to these meetings.




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- The Minnesota Power Service Project also corresponds to these conversations. MN Power is looking to relocate to the site on Stebner Rd. This area was slated as a potential area for non-aeronautical growth but does not currently have any utilities on site. Ms. Kayser is working with the FAA to release this area for non-aeronautical use on the airport layout plan. She mentioned that utilities on Airport Rd cannot be extended to this area, so the City of Rice Lake would own and install the utilities. There is also a requirement to have an appraisal done to determine the market rate on the property for rent. MN Power has already hired an architect for this project and is anticipated to be a \$150 million investment from MN Power.
- Mr. Werner emphasized that this project ties into DAA aspirations since it will bring a new small-town downtown area, which could be anchored at Stebner Rd, with lots of developable land.
- Questions from Directors arose regarding the scope and specific locations of these projects arose.
- Dir. Markham asked about the possibility of obtaining an appraisal for the Arrowhead and Haines Rd intersection property at the same time.
 - Mr. Werner stated that it would likely not be useful, since that property would need improvements before being attractive to developers, which would change the appraisal.
- Mr. Werner reiterated that non-aeronautical development is a high priority for DAA staff, since this is a big opportunity to increase revenue. Asked for board opinions on any missed opportunities.
 - Directors expressed appreciation for the time and thought put into this process.

ADJOURN: Dir. Maki thanked attendees for their engagement and the presenters for their information. The meeting was adjourned at 2:54 p.m.

Respectfully submitted,

Jenny Delnay
Administrative Coordinator

APPROVED: Tom Werner  Digitally signed by Tom Werner
Date: 2023.09.28 08:23:29 -05'00'

DATE: _____



II. - B.

DULUTH AIRPORT AUTHORITY

DULUTH AIRPORT AUTHORITY MEETING MINUTES SEPTEMBER 19, 2023

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

DIRECTORS PRESENT: Kim Maki
Elissa Hansen
Kevin O'Brien
Michael Henderson
Jason Crawford

DIRECTORS PARTICIPATING VIA ELECTRONIC MEANS:
Jeff Anderson

DIRECTORS ABSENT: Dan Markham

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
Steve Hanke, Duluth City Attorney
Mike Magni, Monaco Air Duluth
Kaci Nowicki, SEH
Shawn McMahon, SEH
Scott Sannes, SEH

OTHERS PARTICIPATING VIA ELECTRONIC MEANS:
Kathy Leon, DAA Confidential Bookkeeper
Matthew Stewart, SEH
Don Monaco, Monaco Air Duluth
Paul Huston, HNTB

CALL TO ORDER: Dir. Maki called the DAA board meeting to order at 8:00 a.m. Dir. Maki noted that Dir. Hanen is running a few minutes late (arrived at 8:06), Dir. Markham is absent, and Dir. Anderson is participating via electronic means.

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

I. *EXECUTIVE DIRECTORS REVIEW

- **Air Service:** Mr. Werner provided an update on current air service with an air service presentation.
 - Total passengers at Duluth are up 8% year-to-date, although still down from 2019. Increased capacity on the market has allowed for growth since load factor is strong. It is trending in the right direction with peak season, however there will be a reduction in seats available in the fall. Nationwide, TSA has screened 102% of the passengers compared to 2019 levels.
 - Mr. Werner noted that as discussed at the recent Board Retreat, there is still no final decision by Sun Country about the returning of the Ft. Myers route. He also mentioned that he is continuing to build relationships with several airlines, including Avelo, Allegiant, and SkyWest.



- **Operations/Construction/Planning:** Mr. Papko provided the following updates:
 - Planning
 - New Air Traffic Control Tower (ATCT) Update
 - Mr. Papko shared that the DAA has not yet received the Requirements Workbook from the FAA yet, but it is expected no earlier than the end of September, possibly longer. He stated that his team is continuing to work through the pieces of work possible before receiving the Workbook, to determine what work could be completed to meet the amount and timing of funding received.
 - Mr. Werner shared that operational planning is concerned with the sequencing of projects as the funds are available, since bonding will likely not be available. He will continue to work with Dir. Anderson and the legislative team to see about the possibility of a cash bill.
 - Mr. Papko shared that EXP has a first draft of a design order but is waiting to deliver the final design until the Requirements Workbook is received. It is expected to be delivered in November.
 - Environmental Assessment (EA) Update: Mr. Papko shared that traditionally, the EA is started after receiving the full citing study and takes 6-9 months to complete. Thanks to the close relationship with the FAA, SEH was able to start a draft of the EA prior to receiving the full Citing Study. Now that the full Citing Study has been received, the public side of the EA can begin. Mr. Papko invited Ms. Kaci Nowicki to speak more on SEH's involvement in preparing the EA.
 - Ms. Nowicki shared that SEH has been working behind the scenes with the local district of the FAA to start the process on the EA. In August, they started the solicitation of view letters from the state and federal agencies. None of the agencies returned any concerns about this project. Now that the full Citing Study is received, the FAA is reviewing the full EA, which will take about 2 weeks. The EA is expected to be published prior to the next board meeting. There is no requirement for a public hearing, but there is an opportunity for anyone to request a public hearing.
 - 2024 CIP Approval Plan: Mr. Papko shared that we are on track to bring a draft before the board in October and will seek final approval in November.
 - Construction
 - Midfield Ramp: Mr. Papko shared that Phase 1 was completed this year and we have been awarded \$1 million in state funds for phase 2, so are starting to work on the design now.
 - Dir. Maki asked if this was out of sequence.
 - Mr. Papko said no. The midfield ramp has a lower priority, but this is more about the timing of state funds versus federal funds.
 - Mr. Werner shared that we wanted to be ready whenever the funds come in for this, since ramps can be a lower priority item.
 - Mr. Papko also shared that the next phases will be more complicated due to remediation that will need to be done based on previous military use.
 - Taxiway A Phase 2 + 4 Update: Mr. Papko was happy to report that the delay due to the duct bank went as well as possible. They are planning to start paving in the next couple weeks.
 - There is a 60-hour runway closure scheduled for October 6th-9th. It will close on Friday evening and reopen Monday morning. There will be open excavation happening, so once the closure starts, there is no way to re-open in the middle of that process. In addition, there will be some nightly closures leading up to that. Mr. Papko shared that he is working with tenants to minimize impact. Runway 3/21 will be available to use, and many planes will be coming in with lighter loads to use this option (less fuel, less passengers, less luggage).



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- Mr. Werner shared that the impact of the closure will also be dictated by weather. Bad weather may rule out using runway 3/21.
- Mr. Papko also shared that the DAA will be doing a review after these closures to see opportunities for improvement, which will be used to update processes and bidding contracts for the next round of closures in the coming years.
- Sky Harbor
 - New Sky Harbor Airport Terminal Update: Mr. Papko shared that the abatement process at the terminal building has been completed and the old building is coming down today. He stated it is exciting to see the end of an era and the start of a new one. He mentioned that there is a project camera on the terminal building to see the updates.
 - New Snow Removal Equipment Building Update: Mr. Papko shared that dirt will be moved starting this week for the new SRE building. Once that starts, there will be a better idea of scheduling, although it is expected to be completed in the spring.
- **Business/Property Development:** Ms. Kayser provided an update on the following projects:
 - Funding: The FAA recently gave some tentative information for eligibility for the Midfield Hangar, North Business Development Area and Hangar 104. While this is not official approval, the conversation did seem very positive.
 - MN Power Project on Stebner Rd: Ms. Kayser is working with the FAA on Section 163 to classify it for non-aeronautical purposes. There is a meeting in the next few weeks to update everyone on the process. The appraisal for this project is expected to come back by the end of the month.
 - Ranch Hangar: Digging on this project started on September 11th but has experienced slight rain delays. The timeline may be adjusted based on winter conditions. Originally was scheduled to be completed in November, but now is likely to be completed in January. Ms. Kayser has asked contractors to provide cost estimates for the additional charge of winter work conditions, if needed.
 - Car Rentals: Ms. Kayser shared that the contract with the three rental car operators expires at the end of the year. They have been presented with a new term sheet for the updated agreement, however there was significant pushback from one of the operators regarding the increase from 10% to 11% concession rate. Ms. Kayser noted that this is the only operator who is not local. Even though this fee is charged to the customer, not the operator, they are stating that it would have a ripple effect on them. Ms. Kayser is working with Mr. Werner to confirm what other options may be available. Ms. Kayser asked for board opinions on whether she should continue to pursue this change in rate or if this was too great of a risk of losing that corporate operator.
 - Questions arose about whether it was only one entity that was pushing back and clarifying the amount that would come from this fee.
 - Ms. Kayser clarified that it was indeed only one entity, however, that it was the largest entity. This increase in fee would result in about \$60,000 additional revenue for the airport, but about \$30,000 of that would be from this particular entity. If that entity chose to leave, the other operators would be able to absorb some of their business. Ms. Kayser also clarified that before arriving at this proposed change, she had checked with other airports through her AAAE connections to make sure our fees were in line with theirs. While it is difficult to compare airports directly, this change would be comparable.
 - Mr. Werner added that while this is not the forum to actively negotiate these terms, if any board member had specific questions, he would provide them a full update.
- **Financial Update:** Ms. Bodin provided an update on the following topics:
 - Concessionaire Audits Update: Notifications have gone out for auditing the operators at Sky Harbor. There has been some back and forth with some of the operators, especially the smaller ones since their financial controls are different than larger operations. Ms. Bodin stated that there has been some frustration in requesting additional information, however she emphasized that the



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point of the audits is to help improve communications and clarity, not to seek additional funds from the operators.

- Budget Cycle Update: Ms. Bodin shared that they are currently working with a consultant for the rate models for 2024. The draft budget has been pushed back to October, with the final approval to come before the DAA board in November. It will then be presented to the City in early December.
- Ms. Bodin shared an update on Boris from Sky Harbor. His plane recently disappeared from the lot and his past due balance was officially sent to collections, due to no payment being made for several years.
 - Mr. Papko shared that Boris continues to be trespassed from Sky Harbor until his accounts are settled.
- **Marketing/Communications:** Ms. Baker provided an update on the following topics:
 - Sky Harbor Groundbreaking Recap: Ms. Baker shared that the groundbreaking went well and there was good media coverage of the event. She thanked everyone who was in attendance.
 - Board Retreat Recap: Ms. Baker also thanked those who attended the board retreat last week.
 - Duluth Chamber – Fuse Fest: Ms. Baker shared that DAA will be participating in this event tomorrow and donated some flight vouchers to support the Fuse program. She mentioned this is a great opportunity to market directly to young professionals.
 - Mr. Werner thanked Natalie for her recent hard work. He recognized that there have been multiple unique events that she had taken the lead on recently, including groundbreakings, tours, and the board retreat.
- **Legislative:** Mr. Werner provided an update on the following topics:
 - MN Senate Capital Investment Committee Tour:
 - Mr. Werner noted that there were lots of good conversations that happened at the recent Senate Tour and was a big credit to the staff for preparing for these tours. They were able to directly show the legislatures why the tower needs to be updated.
 - Mr. Werner shared that the House Capital meeting is happening next week. Mr. Werner expressed his excitement to repeat this tour. He stated that to have both the Senate and the House here is a testament to the support from the local delegations.
 - Air Traffic Control Tower Legislative Funding Request
 - Mr. Werner shared that he recently had a great call with Senator Klobuchar and has appreciated all of her efforts and advocacy on this project.
 - Mr. Werner shared a letter that was put out this morning signed by the entire delegation. It is a big compliment to all the work the congressional staff to help expedite the Requirements Workbook and help fund this project.
 - Mr. Werner shared that staff is busy working on the Airport Terminal Grant Request which is due on October 16th. He shared the competition for these funds is intense as there are lots of tower and terminal needs across the country.
- **Other:**
 - Mr. Werner shared that he recently returned from the National Airport Conference hosted by AAEE. There was much discussion about the FAA's new mandate about screening employees. Several small hubs are pushing back against this mandate. This change is not expected to impact Duluth yet. There was also lots of conversation with regional airports about pilot shortages and reduction in air services. Mr. Werner shared that Duluth seemed to be doing better than most similar airports.

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

- A. Approval of August 15, 2023, Meeting Minutes.
 - Dir. Maki thanked everyone for their reviews moved to item II of the agenda.
 - Motion: Dir. O'Brien
 - Second: Dir. Henderson



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- Abstain: None
- Result: This resolution was adopted unanimously.

III. *DAA CASH DISBURSEMENTS

- A. Operating 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

- None

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
 - Mr. Werner shared that there has been lots of hard work over the last 18 months, since the DAA has been short 1-3 employees over this time frame in key administrative functions. Ms. Kayser and Bodin have been working to cover these needs, while also giving their leadership in their respective areas. He noted that they are always positive and available to help, especially while now mentoring junior employees. Mr. Werner recommended approval of these incentives for these two great leaders of the organization.
 - Dir. Maki entertained questions or a motion.
 - The Directors thanked Ms. Kayser and Bodin for their dedication to the DAA.
 - Motion: Dir. O'Brien
 - Second: Dir. Hansen
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- B. Resolution to Approve Terminal Office Space Lease Agreement between the Duluth Airport Authority and Short Elliot Hendrickson, Inc.



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- Ms. Kayser stated that this is the office lease space the SEH has had for a number of years. This is for a one-year renewal at the rate established by our Rates and Charges sheet that is reviewed annually in January.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Hansen
 - Second: Dir. Henderson
 - Abstain: Dir. Anderson
 - Result: All voting members said aye. This resolution was adopted.
- C. Resolution to Approve Concession Agreement between the Duluth Airport Authority and Smarte Carte, Inc.
- Ms. Kayser shared that this agreement is regarding the massage chairs in the terminal. There was confusion in the contract previously. Ms. Kayser stated that the DAA does get concessions from this agreement. The first month was in July for \$99, however that is expected to increase. There has been good feedback from customers. Ms. Kayser recommended approval for this agreement.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Crawford
 - Second: Dir. O'Brien
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- D. Resolution to Approve the Updated Duluth Airport Authority Bylaws
- Ms. Bodin shared that Ms. Delnay did a lot of the work on this. They reviewed the bylaws due to changes requirements about in remote participation due to health reasons made by the state, but then also found other things that should be updated. She shared that the major changes included lots of formatting changes, job titles changed to match current positions, removing specific references to dollar values to instead reference policies and updating outdated procedures. Ms. Bodin noted that most of the changes were superficial and not very substantive changes. Ms. Bodin recommended approval of the amended bylaws.
 - Dir. Maki entertained questions or a motion.
 - Dir. Maki noted that she thought this was a good update after reviewing all of the changes. She noted that it is good to review these periodically to ensure they reflect our processes and regulations.
 - Motion: Dir. Henderson
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously.
- E. *July 2023 Financial Reports
 F. *September 2023 Accounts Receivable
 G. *August 2023 Airline Statistics, Landline Statistics

VIII. DIRECTOR'S REPORTS

- None

ADJOURN: The meeting was adjourned at 8:55 a.m.

Respectfully submitted,

Jenny Delnay
Administrative Coordinator

Tom Werner Digitally signed by Tom Werner
Date: 2023.09.28 07:59:16 -05'00'

APPROVED: _____

DATE: _____

III. - A.

**Duluth Airport Authority
DAA Operating Check Register #25-2023
September 15, 2023**

Document Number From 11938 through 11946

Document Number	Date	Transaction Type	Payee	Amount
11938	9/15/2023	BILLPMT	Baker, Natalie	\$60.00
11939	9/15/2023	BILLPMT	City Of Duluth Comfort Systems	\$12,880.99
11940	9/15/2023	BILLPMT	City Of Duluth, Minnesota	\$71.40
11941	9/15/2023	BILLPMT	Duluth Area Chamber Of Commerce	\$261.00
11942	9/15/2023	BILLPMT	Essentia Health	\$531.00
11943	9/15/2023	BILLPMT	Minnesota Petroleum Service	\$180.00
11944	9/15/2023	BILLPMT	Minnesota Power	\$29,017.96
11945	9/15/2023	BILLPMT	Northern Tool & Equipment	\$260.21
11946	9/15/2023	BILLPMT	Taylor, Dan	\$60.00
			Total	<u>\$43,322.56</u>

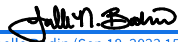

Airport Director


City Treasury

Joelle N Bodin
Finance Director

Tom Werner
Executive Director

Kim Maki
Board President

Signature: 
Joelle Bodin (Sep 18, 2023 15:08 CDT)
Email: jbodin@duluthairport.com

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

Signature: *Kim Maki*
Kim Maki (Sep 18, 2023 15:13 CDT)
Email: makik@stlouiscountymn.gov












Operating Check Register #25-2023

Final Audit Report

2023-09-18

Created:	2023-09-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATL75fXmrfFjgDP5IB3-3wYR_OLfJXY-9

"Operating Check Register #25-2023" History

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-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
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-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-09-18 - 8:13:19 PM GMT - Time Source: server- IP address: 207.171.103.126

✔ Agreement completed.

2023-09-18 - 8:13:19 PM GMT

Duluth Airport Authority
DAA Operating Check Register #26-2023
September 15, 2023

Document Number From 11938 through 11946

Document Number	Date	Transaction Type	Payee	Amount
11947	9/15/2023	BILLPMT	DMV	\$8,240.00

Total **\$8,240.00**

Joelle Bodin

Finance Director

Airport Director

John Bailey

City Treasury

Tom Werner

Executive Director

Kim Maki

Board President

Signature: *Joelle Bodin*
Joelle Bodin (Sep 18, 2023 15:10 CDT)

Email: jbodin@duluthairport.com

Signature: *Tom Werner*

Email: twerner@duluthairport.com

Signature: *Kim Maki*
Kim Maki (Sep 18, 2023 15:17 CDT)

Email: makik@stlouiscountymn.gov












Operating Check Register #26-2023

Final Audit Report

2023-09-18

Created:	2023-09-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu4Lb9HyKrCqVHWQ-1SCR5dakm14LmHEC

"Operating Check Register #26-2023" History

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Signature Date: 2023-09-18 - 8:17:56 PM GMT - Time Source: server- IP address: 207.171.103.126

✔ Agreement completed.

2023-09-18 - 8:17:56 PM GMT

Duluth Airport Authority
DAA Operating Check Register #27-2023
September 29, 2023

Document Number From 11948 through 11952

Document Number	Date	Transaction Type	Payee	Amount
11948	9/29/2023	BILLPMT	Avis Rent A Car	\$217.98
11949	9/29/2023	CHK	Citi Cards	\$9,074.97
11950	9/29/2023	BILLPMT	iFIDS.com Inc.	\$125.00
11951	9/29/2023	BILLPMT	NAPA Auto Parts	\$8.89
11952	9/29/2023	CHK	WF Bus Payment Processing - Tom	-----'\$_3_385.75
Total				<u>\$12,812.59</u>

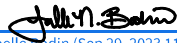
Joelle Bodin
 Finance Director


 Airport Director

John Bailey
 City Treasury

Tom Werner
 Executive Director

Kim Maki
 Board President

Signature: 
Joelle Bodin (Sep 29, 2023 11:38 CDT)
Email: jbodin@duluthairport.com

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

Signature: Kim Maki
Kim Maki (Oct 2, 2023 09:12 CDT)
Email: makik@stlouiscountymn.gov












Operating Check Register #27-2023

Final Audit Report

2023-10-02

Created:	2023-09-29
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfX46jm4WcOAOhEyQQv7M6U53H71nIJ1M

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2023-10-02 - 2:11:50 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-10-02 - 2:12:09 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-10-02 - 2:12:11 PM GMT - Time Source: server- IP address: 207.171.103.126

✔ Agreement completed.

2023-10-02 - 2:12:11 PM GMT

**DAA Operating ACH Payment Register #26-2023
September 15, 2023**

Confirmation #2570072

Document Number	Date	Transaction Type	Payee	Amount
00000089/1	9/15/2023	BILLPMT	ADB SAFEGATE	\$397.47
00000089/10	9/15/2023	BILLPMT	Jamar Company	\$7,675.00
00000089/11	9/15/2023	BILLPMT	Kayser, Jana	\$60.00
00000089/12	9/15/2023	BILLPMT	Leon, Kathy	\$60.00
00000089/13	9/15/2023	BILLPMT	Menards - Hermantown	\$65.15
00000089/14	9/15/2023	BILLPMT	Menards - West Duluth	\$48.94
00000089/15	9/15/2023	BILLPMT	Papko, Mark	\$60.00
00000089/16	9/15/2023	BILLPMT	Rendulich Photography	\$265.00
00000089/17	9/15/2023	BILLPMT	Sinnott, Paul	\$60.00
00000089/18	9/15/2023	BILLPMT	Snell, Matthew J	\$60.00
00000089/19	9/15/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$690.73
00000089/2	9/15/2023	BILLPMT	ADB SAFEGATE	\$2,855.64
00000089/20	9/15/2023	BILLPMT	Welch, Ryan	\$60.00
00000089/21	9/15/2023	BILLPMT	Werner, Thomas	\$60.00
00000089/3	9/15/2023	BILLPMT	Best Oil Company	\$8,253.30
00000089/4	9/15/2023	BILLPMT	Bodin, Joelle	\$60.00
00000089/5	9/15/2023	BILLPMT	Century Link	\$72.00
00000089/6	9/15/2023	BILLPMT	Century Link	\$72.00
00000089/7	9/15/2023	BILLPMT	Durfee, Tristan	\$60.00
00000089/8	9/15/2023	BILLPMT	Graves, John	\$60.00
00000089/9	9/15/2023	BILLPMT	Inter City Oil (ICO)	\$85.52
Total				\$21,080.75



Airport, Director



City Treasury

Joelle Bodin

Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Sep 22, 2023 09:02 CDT)

Email: jbodin@duluthairport.com

Signature: Tom Werner

Email: twerner@duluthairport.com

Signature: 
Kim Maki (Sep 25, 2023 01:04 GMT+2)

Email: makik@stlouiscountymn.gov












Operating ACH Payment Register #26-2023

Final Audit Report

2023-09-24

Created:	2023-09-22
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdKdcxRkaz3q3mtcGdqOQixNjc-fm4gPI

"Operating ACH Payment Register #26-2023" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-09-22 - 2:01:38 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-09-22 - 2:02:07 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-09-22 - 2:02:41 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-09-22 - 2:02:57 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-09-22 - 2:02:58 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
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Signature Date: 2023-09-22 - 2:34:32 PM GMT - Time Source: server- IP address: 174.199.118.156
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-09-22 - 2:34:33 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-09-24 - 11:03:40 PM GMT- IP address: 78.198.104.95
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-09-24 - 11:04:24 PM GMT- IP address: 78.198.104.95
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-09-24 - 11:04:26 PM GMT - Time Source: server- IP address: 78.198.104.95

✔ Agreement completed.

2023-09-24 - 11:04:26 PM GMT

**DAA Operating ACH Payment Register #27-2023
September 25, 2023**

Confirmation #2650229

Document Number	Date	Transaction Type	Payee	Amount
00000092/1	9/25/2023	BILLPMT	Airport Signs & Graphics	\$81.00
00000092/10	9/25/2023	BILLPMT	Oberon3, Inc.	\$126.00
00000092/11	9/25/2023	BILLPMT	SCS Interiors	\$855.00
00000092/12	9/25/2023	BILLPMT	Spectrum Business	\$177.16
00000092/13	9/25/2023	BILLPMT	Turbo Diesel & Electric	\$250.63
00000092/14	9/25/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$368.34
00000092/15	9/25/2023	BILLPMT	Viking Industrial Center	\$76.30
00000092/2	9/25/2023	BILLPMT	Apex	\$1,250.00
00000092/3	9/25/2023	BILLPMT	Benson Electric Company	\$445.29
00000092/4	9/25/2023	BILLPMT	Blueglobes LLC	\$1,884.35
00000092/5	9/25/2023	BILLPMT	Johnson Controls	\$4,325.89
00000092/6	9/25/2023	BILLPMT	Landrum and Brown, Incorporated	\$2,000.00
00000092/7	9/25/2023	BILLPMT	Menards - Hermantown	\$180.65
00000092/8	9/25/2023	BILLPMT	Menards - Hermantown	\$13.87
00000092/9	9/25/2023	BILLPMT	Metro Sales, Inc.	\$495.93
Total				\$12,530.41



Airport Director



City Treasury

Joelle Bodin

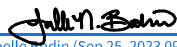
Finance Director

Tom Werner

Executive Director

Kim Maki

Board President

Signature: 
Joelle Bodin (Sep 25, 2023 09:07 CDT)
Email: jbodin@duluthairport.com

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

Signature: *Kim Maki*
Kim Maki (Sep 25, 2023 23:36 GMT+2)
Email: makik@stlouiscountymn.gov












Operating ACH Payment Register #27-2023

Final Audit Report

2023-09-25

Created:	2023-09-25
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAY6083srdzUIc44WDTvZzEZyS2ebMtK8g

"Operating ACH Payment Register #27-2023" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
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-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-09-25 - 12:35:50 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-09-25 - 2:07:00 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-09-25 - 2:07:51 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-09-25 - 2:07:53 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-09-25 - 4:24:31 PM GMT- IP address: 174.199.99.92
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-09-25 - 4:24:59 PM GMT - Time Source: server- IP address: 174.199.99.92
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-09-25 - 4:25:00 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-09-25 - 9:36:09 PM GMT- IP address: 78.198.104.95
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
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-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-09-25 - 9:36:46 PM GMT - Time Source: server- IP address: 78.198.104.95

✔ Agreement completed.

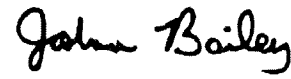
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**DAA Operating ACH Payment Register #28-2023
October 2, 2023**

Confirmation #2720099

Document Number	Date	Transaction Type	Payee	Amount
0000093/1	10/2/2023	BILLPMT	Citon	\$7,367.80
0000093/10	10/2/2023	BILLPMT	IdentiSys Incorporated	\$343.12
0000093/11	10/2/2023	BILLPMT	IdentiSys Incorporated	\$740.79
0000093/12	10/2/2023	BILLPMT	Jamar Company	\$1,620.00
0000093/13	10/2/2023	BILLPMT	Kleen-Tech	\$21,621.00
0000093/14	10/2/2023	BILLPMT	Menards - Hermantown	\$598.00
0000093/15	10/2/2023	BILLPMT	Menards - Hermantown	\$8.84
0000093/16	10/2/2023	BILLPMT	Menards - Hermantown	\$31.16
0000093/17	10/2/2023	BILLPMT	Menards - Hermantown	\$8.98
0000093/18	10/2/2023	BILLPMT	Menards - Hermantown	\$7.99
0000093/19	10/2/2023	BILLPMT	Menards - Hermantown	\$17.78
0000093/2	10/2/2023	BILLPMT	Citon	\$1,060.00
0000093/20	10/2/2023	BILLPMT	Menards - Hermantown	\$30.41
0000093/21	10/2/2023	BILLPMT	Menards - Hermantown	\$86.67
0000093/22	10/2/2023	BILLPMT	Menards - Hermantown	\$133.64
0000093/23	10/2/2023	BILLPMT	Menards - Hermantown	\$107.84
0000093/24	10/2/2023	BILLPMT	Menards - Hermantown	\$92.05
0000093/25	10/2/2023	BILLPMT	SCS Interiors	\$855.00
0000093/26	10/2/2023	BILLPMT	Sinnott, Paul	\$230.00
0000093/27	10/2/2023	BILLPMT	Vaneps Construction LLC	\$5,205.00
0000093/3	10/2/2023	BILLPMT	Citon	\$738.90
0000093/4	10/2/2023	BILLPMT	Citon	\$3,640.30
0000093/5	10/2/2023	BILLPMT	Citon	\$489.30
0000093/6	10/2/2023	BILLPMT	Citon	\$4,905.12
0000093/7	10/2/2023	BILLPMT	General Security Services Corporation	\$25,131.60
0000093/8	10/2/2023	BILLPMT	General Security Services Corporation	\$1,882.94
0000093/9	10/2/2023	BILLPMT	Grainger, Inc.	\$25.00
Total				<u>\$76,979.23</u>


V/t.)-LL
 Airport Director


John Bailey
 City Treasury

Joelle Bodin
 Finance Director

Tom Werner
 Executive Director

Kim Maki
 Board President

Signature: 
Joelle Bodin (Sep 29, 2023 11:36 CDT)

Email: jbodin@duluthairport.com

Signature: *Tom Werner*

Email: twerner@duluthairport.com

Signature: 
Kim Maki (Oct 2, 2023 09:11 CDT)

Email: makik@stlouiscountymn.gov












Operating ACH Payment Register #28-2023

Final Audit Report

2023-10-02

Created:	2023-09-29
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYaIFrANIXGldUeDziFDpHVEJjCtHt4W

"Operating ACH Payment Register #28-2023" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
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-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-09-29 - 4:14:47 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
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-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-09-29 - 4:36:26 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-09-29 - 8:31:10 PM GMT- IP address: 47.12.185.233
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-09-29 - 8:31:29 PM GMT - Time Source: server- IP address: 47.12.185.233
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-09-29 - 8:31:30 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-10-02 - 2:11:17 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-10-02 - 2:11:39 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-10-02 - 2:11:41 PM GMT - Time Source: server- IP address: 207.171.103.126

✔ Agreement completed.

2023-10-02 - 2:11:41 PM GMT

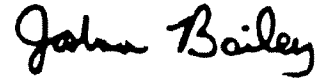
**DAA Operating ACH Payment Register #29-2023
October 6, 2023**

Confirmation #2780315

Document Number	Date	Transaction Type	Payee	Amount
00000094/1	10/6/2023	BILLPMT	American Association Of Airport Executives	\$7,500.00
00000094/10	10/6/2023	BILLPMT	Menards - Hermantown	\$123.17
00000094/11	10/6/2023	BILLPMT	Minnesota State Auditor	\$14,699.50
00000094/12	10/6/2023	BILLPMT	Paul Bunyan Communications	\$3,460.00
00000094/13	10/6/2023	BILLPMT	SCS Interiors	\$855.00
00000094/14	10/6/2023	BILLPMT	Shel/Don Group Inc.	\$84.13
00000094/15	10/6/2023	BILLPMT	Viking Industrial Center	\$226.96
00000094/16	10/6/2023	BILLPMT	Voltaire Aviation Inc.	\$2,000.00
00000094/17	10/6/2023	BILLPMT	Ziegler, Inc.	\$73.74
00000094/2	10/6/2023	BILLPMT	Aramark	\$294.64
00000094/3	10/6/2023	BILLPMT	Baker, Natalie M	\$1,741.54
00000094/4	10/6/2023	BILLPMT	Best Oil Company	\$2,871.95
00000094/5	10/6/2023	BILLPMT	Como Lube & Supplies	\$3,506.40
00000094/6	10/6/2023	BILLPMT	Guardian Pest Solutions	\$424.43
00000094/7	10/6/2023	BILLPMT	Inter City Oil (ICO)	\$4,087.86
00000094/8	10/6/2023	BILLPMT	Jamar Company	\$7,784.28
00000094/9	10/6/2023	BILLPMT	Linders Specialty Co.	\$550.00
Total				\$50,283.60



Airport Director



City Treasury

Joelle Bodin
Finance Director

Tom Werner
Executive Director

Kim Maki
Board President

Signature: 
Joelle Bodin (Oct 6, 2023 10:22 CDT)

Email: jbodin@duluthairport.com

Signature: 
Tom Werner (Oct 6, 2023 10:26 CDT)

Email: twerner@duluthairport.com

Signature: 
Kim Maki (Oct 6, 2023 14:31 CDT)

Email: makik@stlouiscountymn.gov












Operating ACH Payment Register #29-2023

Final Audit Report

2023-10-06

Created:	2023-10-06
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXms4GHddHhP53V8E0OsAQs5OaVw0G6ed

"Operating ACH Payment Register #29-2023" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-10-06 - 3:05:50 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-10-06 - 3:06:27 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-10-06 - 3:22:18 PM GMT- IP address: 173.26.2.249
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-10-06 - 3:22:44 PM GMT - Time Source: server- IP address: 173.26.2.249
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-10-06 - 3:22:45 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-10-06 - 3:26:17 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-10-06 - 3:26:57 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-10-06 - 3:26:58 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-10-06 - 7:30:45 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-10-06 - 7:31:10 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-10-06 - 7:31:12 PM GMT - Time Source: server- IP address: 207.171.103.126

✔ Agreement completed.

2023-10-06 - 7:31:12 PM GMT

Duluth Airport Authority
DAA Construction ACH Payment Register #8-2023
September 21, 2023

Confirmation #2630076

Document Number	Date	Transaction Type	Payee	Amount	
0000090/1	9/21/2023	BILLPMT	1 KGM Contractors	\$261,046.60	
0000090/10	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$7,335.00	
0000090/11	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$69,600.00	
0000090/12	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$17,730.00	
0000090/13	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$30,920.00	
0000090/2	9/21/2023	BILLPMT	1 Kraus Anderson Construction Co	\$24,704.11	
0000090/3	9/21/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$1,688,380.59	
0000090/4	9/21/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$344,861.38	
0000090/5	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$180,870.00	
0000090/6	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$18,645.00	
0000090/7	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$8,195.00	
0000090/8	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$10,640.00	
0000090/9	9/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$4,950.00	
0000091/1	9/21/2023	BILLPMT	1 Kraus Anderson Construction Co	\$24,704.11	
				Sub-Total	<u>\$2,692,581.79</u>
	0000090/2	Reversal	ACH 0000090/2 Kraus Anderson	<u>\$ (24,704.11)</u>	
				Total	<u>\$ 2,667,877.68</u>

 Airport Director

John Bailey

 City Treasury

Joelle Bodin

 Finance Director

Tom Werner

 Executive Director

Kim Maki

 Board President

Signature: 
Joelle Bodin (Sep 21, 2023 09:05 CDT)

Email: jbodin@duluthairport.com

Signature: *Tom Werner*

Email: twerner@duluthairport.com

Signature: *Kim Maki*
Kim Maki (Sep 21, 2023 10:18 CDT)

Email: makik@stlouiscountymn.gov












Construction ACH Payment Register #8-2023

Final Audit Report

2023-09-21

Created:	2023-09-20
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABKCPV_wqtDPhIWspJtTillrqWogvAKal

"Construction ACH Payment Register #8-2023" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
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-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
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-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-09-21 - 2:05:46 PM GMT
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2023-09-21 - 2:23:24 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
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-  Document emailed to makik@stlouiscountymn.gov for signature
2023-09-21 - 2:23:49 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-09-21 - 3:18:06 PM GMT- IP address: 205.149.151.193
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-09-21 - 3:18:32 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-09-21 - 3:18:34 PM GMT - Time Source: server- IP address: 205.149.151.193

✔ Agreement completed.

2023-09-21 - 3:18:34 PM GMT



Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - September 15, 2023

Taxiway A - Phase 2A and 2B Reconstruction

This week, the contractor continued with grading, placing the aggregate base, and prepping for base paving. The electrical subcontractor continued with the installation of electrical infrastructure.

Next Week

Shafer will begin with base paving and work on site cleanup. Parsons will continue with the installation of the underground electrical infrastructure.

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 (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

Continued Earthwork and storm sewer installation is anticipated for next week.

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



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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daa@duluthairport.com



Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - September 22, 2023

Taxiway A - Phase 2A and 2B Reconstruction

This week, the contractor paved the stabilized base pavement section, graded ditches, and began removing construction debris from Taxiway A4. The electrical subcontractor continued with the installation of electrical infrastructure.

Next Week

Shafer will continue to remove construction debris from Taxiway A4, construct the pavement section, and prep for concrete paving. Parsons will continue the installation of the underground electrical infrastructure.

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 early Monday morning, October 9. Following the 60-hour closure, there will be several more night closures. Please monitor NOTAMs. Schedule updates will be provided every week.

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 (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.

Soil corrections and foundation earthwork all next week. Concrete foundations to start on Monday as well.

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

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - September 29, 2023

Taxiway A - Phase 2A and 2B Reconstruction

This week, the contractor worked during overnight hours to prep the Taxiway A4 area for base paving and concrete paving next week. The electrical subcontractor finished with the installation of electrical infrastructure for Taxiway A.

Next Week

Concrete paving is anticipated to begin towards the middle of next week. The electrical contractor will focus on the electrical infrastructure for Taxiway A4.

Runway 9/27 Weekend Closure - Beginning 10/6

The extended Runway 9/27 closure is scheduled to **begin on Friday, October 6, at noon, and continue through the early morning hours of Monday, October 9.** Following the closure, there will be additional night closures to complete the Runway Safety Area (RSA) work for Runway 9/27. Please monitor NOTAMs extra closely throughout the next several weeks.

Temporary VSR Detour (West of Monaco)

There will be a temporary VSR detour in front of the electrical vault between October 9th and 15th as the contractor prepares to remove the temporary pavement section and install the permanent pavement section. Vehicles will be directed to travel around the south side of the vault. Low-profile barricades will be in place during this work.

Project Schedule





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 (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

Foundation and foundation wall construction continued throughout the previous week. Concrete trucks and dump trucks will be very active next week.

The construction area is located inside a fenced-off area and limited airfield impacts are anticipated 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 - avanespens@sehinc.com

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Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - October 06, 2023

Taxiway A - Phase 2A and 2B Reconstruction

Runway 9/27 Weekend Closure

The extended Runway 9/27 closure began today **and will continue through the early morning hours of Monday, October 9**. Following the closure, there will be additional night closures to complete the Runway Safety Area (RSA) work for Runway 9/27. Please monitor NOTAMs extra closely throughout the next several weeks.

Next Week

Concrete paving will continue, and the electrical contractor will work on the electrical infrastructure for Taxiway A4.

Temporary VSR Detour (West of Monaco)

There will be a temporary VSR detour in front of the electrical vault starting on Monday, October 9 and will continue through October 15 as the contractor prepares to remove the temporary pavement section and install the permanent pavement section. Vehicles will be directed to travel around the south side of the vault. Low-profile barricades will be in place during this work.

Project Schedule

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 (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.

Heavy hauling of backfill soils and concrete trucks all next 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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Construction Newsletter

Sky Harbor Airport (DYT)

September 19, 2023

Terminal Building and SRE Building Construction

The existing terminal building is scheduled to be demolished this week. During the replacement of the Terminal Building, a temporary facility has been installed, with working restrooms, and is located adjacent to Hangar 1.

The SRE building will begin with utility installation this week, followed by other site work items.

Construction progress photos will be provided throughout the project in future monthly newsletters.



Renderings of the Terminal Building



Exterior rendering of the SRE Building

Project Contact Information

Tristan Durfee, DYT Airport Manager - Airport Authority - tdurfee@duluthairport.com

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

Ryan Falch, Project Manager - SEH - rfalch@sehinc.com



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Construction Newsletter

Sky Harbor Airport (DYT)

September 29, 2023

Terminal Building and SRE Building Construction

Construction of the new terminal building has commenced following the demolition of the old terminal building. A temporary terminal facility with functional restrooms is available near Hangar 1.

The water main utility work for the SRE building has been completed. Additional utility work supporting the SRE building is anticipated to continue for the next several weeks.



Terminal Building Construction Progress



Exterior rendering of the SRE Building

*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

Tristan Durfee, DYT Airport Manager - Airport Authority - tdurfee@duluthairport.com

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

Ryan Falch, Project Manager - SEH - rfalch@sehinc.com



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Morning Edition

Persisting pilot shortage strains growth prospects, reduces flights for regional airports like Duluth

Cathy Wurzer and Gracie Stockton September 8, 2023 3:38 PM



Duluth International Airport, pictured here, has lost about 10 percent of its air service between 2019 and 2022. Courtesy of Duluth International Airport

It's no surprise the pandemic led large airlines to tighten budgets, limit flights, offer early buyouts to employees and avoid riskier investments. But now in 2023, legacy airlines' decisions are limiting service and growth opportunities for regional hubs like Duluth and Rochester international airports.

Duluth International Airport has lost about 10 percent of its air service between 2019 and 2022, according to data from [Rally For Airforce Services](#). Rochester lost more than half of its flights during that same time period. And the trend rings true around the nation.

According to Tom Werner, executive director of the Duluth International Airport Authority, COVID-19 worsened existing workforce issues.

"Prior to the pandemic, in the industry, we had a number of senior pilots throughout the airline industry that were going to be set to be retired. But it was certainly exacerbated by the early retirements and buyouts that the airlines conducted during the pandemic as a cost-saving measure because virtually nobody was flying," Werner said.

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To deal with the labor shortage and high fuel prices, 50-seat regional jets are used less frequently in favor of fewer flights with larger aircraft.

Major carriers often receive newer pilots from regional airlines, where those newcomers gain hours in hopes of getting a high-paying job flying larger aircraft, Werner explained. The other talent pipeline that's running dry is retiring servicemembers.

"Retiring military pilots still typically have a lot of time, if you will, in their career. And so they're able to go to the airlines with a lot of experience in the military," Werner said. But, like other industries, the military is working hard at retaining a shrinking workforce.

To mitigate the pilot shortage, Congress [is considering raising the mandatory retirement age for commercial pilots from 65 to 67](#). The House has already approved the measure, and the Senate is expected to vote later this month. That move is getting pushback from pilots. Werner is in favor of it, but says it's only a short-term solution.

"I think the industry is trying to be innovative of how we basically stop the loss of trained pilots; you can't train a pilot overnight," Werner said. "The raising of the mandatory retirement age ... is nothing more than a stop-gap that is meant to slow attrition."

Werner said the move would allow policymakers and the industry more time to develop long-term solutions. He also doesn't believe the higher age cap would come with increased risk.

"By allowing senior pilots with a lot of experience to apply for another couple of years, they already have to pass medical certifications, and so there are enough of those types of mitigating issues in there to make sure that it's safe for everyone," he said.

Werner does believe the future of passenger service and demand for air travel is bright, and that ridership is on the rise, but regional communities are seeing a shift from pre-pandemic business travel and frequent fliers to more leisure travel.

His message?

"You need to fly local."

Regional centers stand a better chance of growth and getting more direct flights, like a Denver-Duluth flight that's yet to get off the ground, if travelers support them with the same approach as supporting small businesses, according to Werner.

[Harrowing stories resurface in newly discovered Lake Superior shipwreck](#)

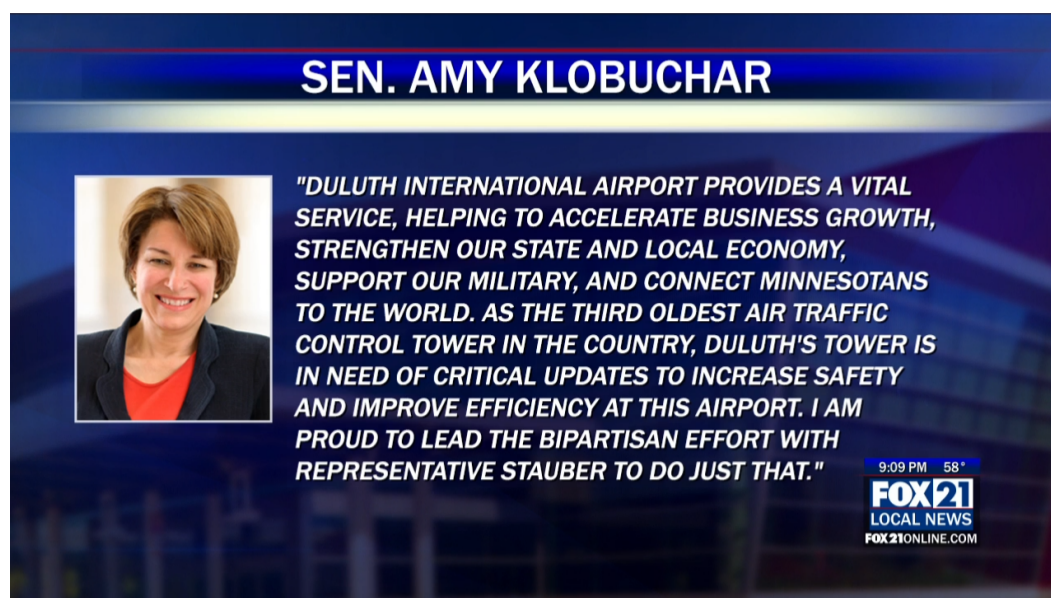
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[Minneapolis gallery selling first Bob Ross painting from PBS show for \\$9.85 million](#)

IV. - D.

Klobuchar, Stauber Call On FAA To 'Expedite' Approvals For New DLH Air Traffic Control Tower

10 hours ago by [Dan Hanger](https://www.fox21online.com/author/danhanger/) (https://www.fox21online.com/author/danhanger/)



U.S. Sen. Amy Klobuchar and U.S. Rep. Pete Stauber have joined forces to help rebuild Duluth's aging air traffic control tower.

The two have sent a letter to Transportation Secretary Pete Buttigieg and his team to urge the FAA to expedite any reviews and approvals necessary for the Duluth International Airport to pursue a federal grant to help get a new air traffic control tower.

The letter points to DLH being home to Cirrus Aircraft, the 148th Fighter Wing and the Minnesota Air National Guard.

Klobuchar and Stauber said the existing tower is 70 years old and does not meet FAA line-of-sight requirements, among other issues.

DLH supports 6,000-plus jobs and contributes roughly \$760 million annually to the economy.

"Duluth International Airport provides a vital service, helping to accelerate business growth, strengthen our state and local economy, support our military, and connect Minnesotans to the world. As the third oldest air traffic control tower in the country, Duluth's tower is in need of critical updates to increase safety and improve efficiency at this airport. I am proud to lead the bipartisan effort with Representative Stauber to do just that," Klobuchar said.

Congress of the United States
House of Representatives
Washington, DC 20543-2308

September 18, 2023

<p>The Honorable Pete Buttigieg Secretary of Transportation United States Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>	<p>The Honorable Polly Trottenberg Deputy Secretary and Acting Administrator Federal Aviation Administration 800 Independence Avenue SW Washington, DC 20591</p>
---	--

Dear Secretary Buttigieg and Acting Administrator Trottenberg:

As members of the Minnesota delegation, we write in support of the Duluth International Airport's (DLH) application for federal funding to rebuild its Air Traffic Control Tower. DLH is pursuing funding through the Federal Aviation Administration's (FAA) Airport Terminal Program (ATP), made available by Public Law 117-58. We urge the FAA to expedite any reviews and approvals necessary for DLH's pursuit of this grant so they can successfully submit their ATP application for FY 2024. Specifically, we request the immediate completion of the requirements document workbook (RDWB) from the FAA that it needs to move forward with planning.

The DLH provides vital service to the region. Commercial, cargo, and medical service flights all utilize the airport. The DLH is home to Cirrus Aircraft, one of the largest manufacturers of piston aircraft in the world, and the 148th Fighter Wing of the Minnesota Air National Guard, making the airport critical to our economic and national security. The airport supports over 6,000 jobs and contributes roughly \$760 million annually to the economy. However, the existing tower is 70 years old, making it the third oldest air traffic control tower in the country. It does not meet current FAA line-of-sight requirements, and it is deteriorating and in need of significant repairs. To sustain the growth of air commerce in this region of our state, a new air traffic control facility is necessary for enhanced safety and viability.

As a locally-owned air traffic facility staffed by FAA Controllers, the control tower at the DLH has previously not qualified for federal funding. The FAA's ATP program has presented a unique five-year opportunity to compete for funding. Two rounds of that funding have already been awarded.

For these reasons, we ask that the FAA work expeditiously to provide the DLH with any outstanding reviews or approvals necessary to submit a successful application, including the RDWB, which is critical to the design process of the new air traffic control facility.

Further, given that it will take approximately 12-14 months after the DLH receives all necessary documentation from FAA to complete final design for the new tower, we ask that you consider extending the anticipated July 2024 deadline for ATP grant applications to give the DLH an appropriate opportunity to compete for an ATP grant.

(<https://www.fox21online.com/content/uploads/2023/09/f/n/klobuchar-letter-to-faa.jpg>)

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IV. - E.

Minnesota House Capital Investment Committee Bonding Tour makes a stop in Duluth

Shalon Monroe WDIO

Updated: September 27, 2023 - 5:12 AM

Published: September 26, 2023 - 7:15 PM



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There are many businesses in Duluth with projects that they have visions for but need some extra help from the state, and they had their chance to pitch ideas and planning process. On Tuesday, members of the Minnesota House Capital Investment Committee embarked on a state-wide trip to visit different cities and hear presentations on proposed projects in different regions.

The committee chair shares how important it is to get out into the community and see firsthand the needs for these projects. "We need to understand the importance of the projects through the lens and the understanding of the local communities, and oftentimes, we will just look at numbers if we don't hear the actual stories. I think that's making it a little bit harder for us to make the decision that we had to make," said Rep. Fue Lee (DFL-Minneapolis), Chair of the House Committee.

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The committee made their fifth stop on Tuesday in Duluth visiting different organizations including the airport to hear about some of these future project ideas.

"We're actively seeking the \$14 million in state funding to help the rebuilding of this building. Currently, it's 70 years old. It's the third oldest air traffic control tower in the country at the end of its useful life. So, we have a project totaling \$52 million. There'll be a \$38 million request for federal grant money, and we're hoping that the state will partner with us on this project," said Tom Werner, Executive Director of the Duluth International Airport.

After visiting the airport, members headed to the public library and then the DECC, where the administrating staff discussed improvements that they are looking to get help funding. "There's a lot of things that haven't been repaired over 30 years or longer, and we're just really trying to get up to speed on that. So there are two main focuses this year actually making the deck more accessible for everyone. We're also trying to do energy conservation," Dan Hartman; DECC Executive Director shared.

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The committee then headed over to the Great Lakes Aquarium, where they also had conversations with staffers including the Executive Director at Great Lakes Aquarium, Jay Walker about two of the projects that they are looking to improve on like an education classroom and filtration system. "One of the projects is redoing our filtration system so that we can reduce the amount of water reused. Obviously, we're an aquarium, so we use water here to for the to support the animals we have. Well, we can update our systems so that we can reduce the amount of water we use or reuse some of the water that we have and that's a huge project for us."



The committee will continue their Northeast tour on Wednesday in Two Harbors then make their way to Ely.

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IV. - F.

From: AAAE Aviation News Today <aviationnewstoday@aaae.org>

Sent: Thursday, September 28, 2023 3:02 PM

Subject: Denver International Cuts Ribbon on Largest FAA-Funded Safety Project in the Nation



Top Stories for Thursday, September 28, 2023



Denver Mayor Mike Johnston, U.S. Transportation Secretary Pete Buttigieg, Colorado Governor Jared Polis and Denver International CEO Phil Washington cut the ribbon on Taxiway EE at Denver International

Denver International Cuts Ribbon on Largest FAA-Funded Safety Project in the Nation

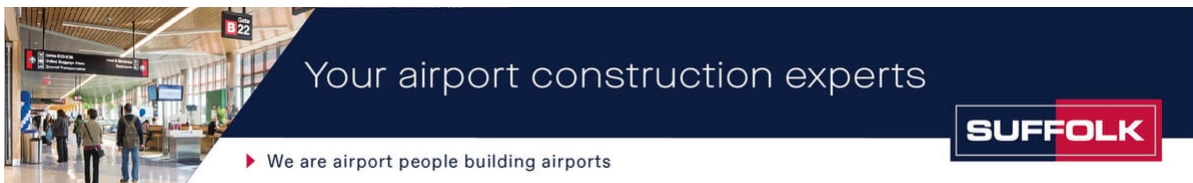
Denver International on Tuesday held a ribbon cutting ceremony to mark the completion of Taxiway EE, the largest FAA-funded safety project in the nation.

The \$50.9M taxiway project was fully funded with a grant from the FAA and was completed within budget and minimal impact to aircraft operations. It eliminates a “hot spot” at the intersection of Taxiway M and Taxiway ED on the airfield. A “hot spot” designated by the FAA is a location on an airport movement area with a history or potential risk of collision or runway incursion.

Specifically, the new taxiway mitigates an issue related to taxiing on the existing taxiway ED, to and from Runway 17L when approaches are being conducted on Runway 17R.

The new taxiway provides unrestricted access to and from Runway 17L-35R. By mitigating the need for aircraft go-around while on approach to Runway 17R, Taxiway EE provides a different taxi route for air traffic controllers. This added option decreases the risk and increases the efficiency and capacity of the entire system by 10 percent, according to the airport.

Denver International “is committed to providing a safe and efficient airport for all passengers and airlines,” said Airport CEO Phil Washington. “The completion of Taxiway EE is a testament to our dedication to safety and efficiency, and we couldn’t have done it without the support from FAA and our congressional delegation. We are excited to see the positive impact this project will have on our airport and the aviation industry as a whole”.



Indianapolis Airport Authority Executive Director Named 2023 'Dynamic Leader of the Year' by Indiana Chamber of Commerce

The Indiana Chamber of Commerce has named Indianapolis Airport Authority Executive Director Mario Rodriguez as the Chamber of Commerce’s 2023 Dynamic Leader of the Year.

The award was issued to Rodriguez for “his efforts in driving the strategic direction of the Indianapolis Airport Authority, operating Indiana’s largest airport system in the Indianapolis metropolitan area and realizing record growth and elevation in stature of the (airport).”

“Mario is the epitome of a visionary leader and really one of the most influential minds in our state,” said Indiana Chamber President and CEO Kevin Brinegar. “He understands an

airport is more than a public transportation facility, it's a vital economic hub and key strategic partner for attracting and sustaining all kinds of commerce."

A civil engineer by trade, Rodriguez's 35-year aviation career has spanned multiple continents and has taken him to executive posts at airports in Hong Kong, Long Beach, Calif. and New Orleans, among others.

A record 4.7 million passengers traveled through the Indiana airport in the first six months of 2023, which last week J.D. Power's customer satisfaction survey named the best of medium-sized facilities – marking the sixth time Indianapolis has been at the very top.

"The rankings and awards are just a byproduct of having an excellent team and the team having clarity in what they want to accomplish," Rodriguez said. "People have a boundless capacity to improve our collective experience if given the guidance and opportunity to do so. You can do amazing things by providing an overarching vision and strategy and charting a clear course."

The award will be given to Rodriguez at the Indiana Chamber's 34th Annual Awards Dinner in November.

Tom Werner Earns A.A.E Designation



Pictured left to right: Mark Bents, Joe Harris, Tom Werner, Sara Freese

Congratulations to Tom Werner, A.A.E., executive director of Duluth International, who successfully completed the final interview and earned the coveted Accredited Airport Executive (A.A.E.) designation on Monday in Minneapolis-St. Paul.

Thanks to Tom's mentor Bill Towle, A.A.E., St. Cloud Regional, and to his panelists Mark Bents, A.A.E., Joe Harris, A.A.E, and Sara Freese, A.A.E., ACE, IACE, IAP, Metropolitan Airports Commission.



Quick Hits

- BermudAir began service last Friday from from Bermuda's L.F. Wade International to Fort Lauderdale-Hollywood International Airport (FLL). The new start-up airline began service to New York's Westchester County Airport last month.
- TSA screened 2,132,572 passengers and crew on September 27 which is 24 percent higher than the 1,724,121 travelers the same day a year ago; and two percent higher than the 2,082,179 screened on the same day in 2019, prior to the pandemic. ([See the latest TSA throughput numbers](#)).



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IV. - G.

Jenny Delnay

From: Don Monaco <donm@monacoairduluth.com>
Sent: Saturday, September 30, 2023 7:59 AM
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: September, 2023 Monaco Air Foundation Report

Tom and Kim,

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

Summary of September 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.

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VII. - A.

DULUTH AIRPORT AUTHORITY

September 21, 2023

MEMORANDUM FOR RECORD

RE: Employee Incentive Recommendation

In accordance with Duluth Airport Authority's (DAA) Operating Policy 5 (OP 5), I recommend \$1000 incentive awards for Natalie Baker.

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

Natalie was asked, only months into her integration as the Director of Communication and Marketing to complete a number of large-scale tasks that are not routine and support critical strategic initiatives of the Duluth Airport Authority. Public relations is a forward-facing activity that requires special attention to detail, a carefully curated message, and the capacity for strategic thinking. Natalie has demonstrated mastery of these areas not common in someone new the airport industry. Activities in the last 4 months included:

- Led the process to select a public relations agency that would assist the DAA in its strategic communications and marketing for the next several years.
- Accelerated the DAA's marketing campaign development despite the transition to a new public relations firm in support of ongoing air service promotional efforts.
- Logistic planning for the DAA Board Retreat
- Strategic messaging and planning for the State Capital Investment Committees in both the House and Senate in support of the DLH tower reconstruction funding initiative.
- Co-hosted 2 local legislative tours of the tower facility.
- Planned and coordinated two groundbreaking events in support of capital projects at Duluth International and Sky Harbor Airports.

Natalie's fearless approach to her role has resulted in many strategic public relations successes in the past few months. I cannot be more pleased with her efforts in positioning this organization for success. Please refer questions regarding this recommendation to the undersigned.

Sincerely,

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

VII. - B.

RESOLUTION OF SUPPORT FOR THE MONACO AIR FOUNDATION
TO GRANT MONACO AIR DULUTH \$14,100 IN SUPPORT OF AIR
SERVICE DEVELOPMENT ACTIVITIES RELATED TO SUN COUNTRY
SERVICE

WHEREAS, the Duluth Airport Authority recognizes the importance of the return of seasonal Sun Country service in the region.

WHEREAS, additional leisure destinations have been highly requested by members of the public.

WHEREAS, DAA is unable to provide incentives to Sun Country.

WHEREAS, the Monaco Air Foundation intends to grant Monaco Air Duluth funds to support Sun Country service.

NOW, THEREFORE, BE IT RESOLVED that the Duluth Airport Authority hereby supports the Monaco Air Foundation to grant Monaco Air Duluth \$14,100 in support of Air Service Development Activities related to Sun Country Service.

PASSED by the Duluth Airport Authority this 17th day of October, 2023.

Signed by: _____ Date: _____

DAA President

Signed by: _____ Date: _____

DAA Secretary

VII. - C.

Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2023-13 for Design, Bidding Documents and Bidding for the Midfield Ramp – Phase 2 Repair at the Duluth International Airport

Terms:

- Estimated start date of October 17, 2023
- Estimated end date of April 30, 2024

Fiscal Impact:

- Proposal amount is \$125,500.00. MnDOT State share is \$87,850, the DAA share is \$37,650 (funded by Passenger Facility Charge (PFC))

Agreement Overview:

This work order includes design, bidding documents, and bidding for the Midfield Ramp – Phase 2 Repair project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/27/2023) between the DAA and SEH remain in effect for this work order.

Background:

The state grant opportunity was offered by MnDOT Aeronautics to provide engineering design to prepare plans and specifications to repair pavement on the Midfield Ramp Phase 2. The project is anticipated to be bid in 2024, with construction occurring in the summer of 2024. The construction amount is anticipated to be amended to the state grant once bids are received.

The Midfield Ramp at the Duluth International Airport (DLH) is located adjacent to the Snow Removal Equipment Maintenance Facility, east of the Cirrus area. The Midfield Ramp is approximately 36,100 square yards and is intended to serve as parking for large transient aircraft, such as military cargo aircraft or commercial service aircraft that divert from other airports, also known as irregular operations (IROPS).

Some of the Midfield Ramp pavement has been rated as some of the worst on the Airfield. The most recent pavement inspection completed by MnDOT Aeronautics in 2021 showed the proposed portion of the pavement to be reconstructed as “poor” condition.

This work scope includes final design, plans and specifications development, bidding documents, and bidding for the previously identified Phase 2 portion of the Midfield Ramp Repair (construction observation, administration, and closeout are excluded.) It is understood the Midfield Ramp will be broken down into phases, and design work for subsequent phases is excluded.

The project is eligible for MnDOT funding at 70 percent. The DAA is responsible for the remaining 30 percent, and that cost is anticipated to be funded with Passenger Facility Charge (PFC) revenue.

**WORK ORDER
No. 2023-13
Between**

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

Dated: October 17, 2023

**MIDFIELD RAMP REPAIR – PHASE 2
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes final design, plan and specification development, bidding documents, and bidding for the repair of the Midfield Ramp – Phase 2 at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 3-21-2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is October 17, 2023; estimated end date is April 30, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$125,500.00.

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

Point of Contact: Shawn McMahon, PE

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal

Date: _____

Date: October 17, 2023

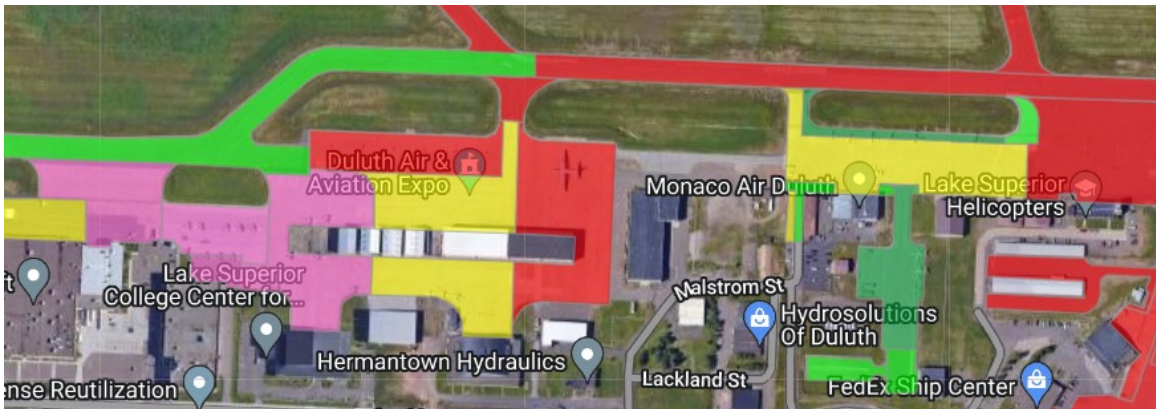
Title: _____

Date: _____

ATTACHMENT A
Duluth International Airport (DLH)
Midfield Ramp Repair – Phase 2
Projected State Grant SP No. TBD
Scope of Work
(Final Design, Plans and Specifications, and
Bidding)

General – The Midfield Ramp at the Duluth International Airport (DLH) is located adjacent to the Snow Removal Equipment Maintenance Facility, and east of the Cirrus area. The Midfield Ramp is approximately 36,100 square yards and is intended to serve as parking for large transient aircraft, such as military cargo aircraft or commercial service aircraft that diverted from other airports, also known as irregular operations (IROPS).

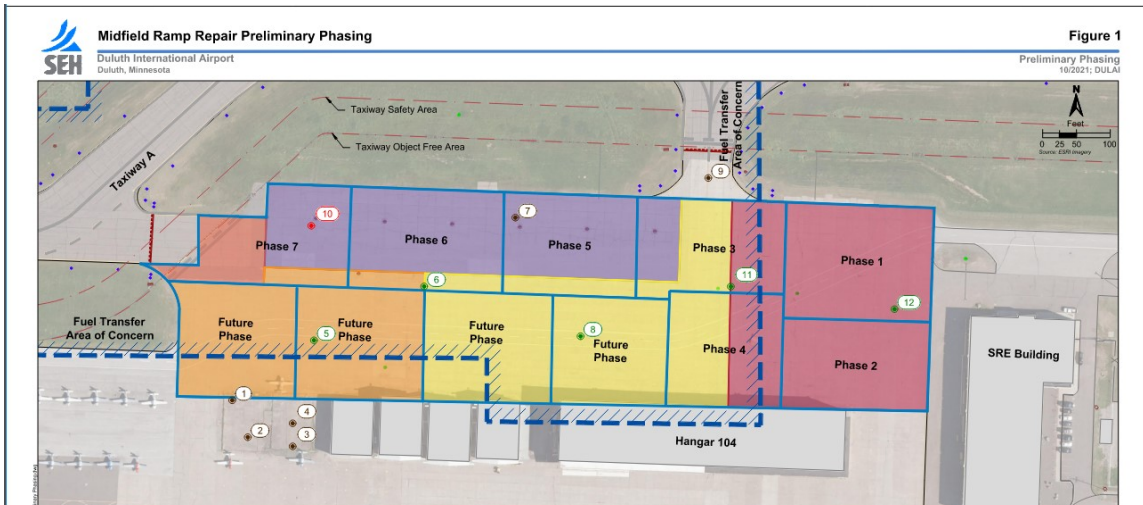
Some of the Midfield Ramp pavement has been rated as some of the worst on the Airfield. The most recent pavement inspection completed by MnDOT Aeronautics in 2021 showed a portion of the pavement as “failed” and another portion in “good” or “fair” condition. See the excerpt from the pavement condition report below. Please note the following excerpt does not show Phase 1 of the midfield apron repair that was completed in 2023.



	Failed	Very Poor	Poor	Fair	Good	Very Good	Excellent	PCI INDEX
NS	0-10	11-25	26-40	41-55	56-70	71-85	86-100	

Figure 4. 2021 Pavement Condition Index Rating at Duluth International Airport (DLH).

The proposed design project would be for the reconstruction of Phase 2 of the midfield apron. The following figure shows the location of Phase 2 that will be designed as part of this effort.



This work scope includes final design, plans and specifications development, bidding documents, and bidding for the previously identified Phase 2 portion of the Midfield Ramp Repair (construction observation, administration, and closeout are excluded.) It is understood the Midfield Ramp will be broken down into phases, and design work for subsequent phases is excluded.

The project schedule includes design in 2023 with anticipated bidding in March of 2024. Construction is anticipated to occur in 2024, dependent on the availability of state funding support.

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

1. Project formulation
2. Plan drawings for Midfield Ramp Repair – Phase 2
3. Construction bidding documents for Midfield Ramp Repair – Phase 2
4. Bidding services
5. Project management

This work scope includes:

Work Element 1: Project Formulation

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

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, permit review submittals (as required), and cost breakdowns for the approved scope of work.

Task 1.3 – Coordination of Contaminated Materials – SEH will review existing soil boring and testing information to determine appropriate mitigation strategies for contaminated material, if encountered. Mitigation plans could include removal or remediation.

Work Element 2: Topographical Analysis

Task 2.1 – Topographic Survey – A topographic survey was completed as part of the Phase 1 design. This task will be up to two trips for verification of Phase 1 grades and to

pick up additional survey as required for this design effort. SEH will complete the survey work and provide escorting and oversight during the survey.

Work Element 3: Plan Drawings for Midfield Ramp Repair – Phase 2

Final design and plan drawings for Midfield Ramp Repair, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 3.1 – Environmental Coordination and Permits – SEH will complete the and/or coordinate the following permits:

- National Environmental Policy Act (NEPA) determination
- MPCA NPDES permit application
- City of Duluth Haul Route Application
- City of Duluth Stormwater permit
- Stormwater Pollution Prevention Plan (SWPPP)

Task 3.2 – Construction Safety and Phasing Plan Development – SEH will complete the Construction Safety and Phasing Plan (CSPP). SEH will meet with DAA staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review.

Task 3.3 – Detailed Final Design – The final design will include design of the Phase 2 portion of the Midfield Ramp Repair. It is understood the Midfield Ramp will be broken down into phases, and design work for subsequent phases is excluded. Detailed design will include development of pavement design, repair techniques, joint layout, and other necessary elements.

Task 3.4 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Topography and Plan/Profile drawings for new pavement
- Alignment Plan
- Bituminous Pavement Jointing Plan and Details
- Concrete Pavement Joint Plan and Details
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections

Task 3.5 – Quality Control Site Visit – SEH will conduct one quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 4: Construction Bidding Documents for Midfield Ramp Repair – Phase 2

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

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

Work Element 5: Bidding Services

Bidding Services include the following tasks:

- Task 5.1 – Bidding and Award** – SEH will coordinate with the City of Duluth for advertisement and opening. Respond to questions from prospective bidders and issue addenda as needed. Assist the sponsor with obtaining construction bids for project, including arranging for bid advertisement, attending the bid opening and tabulating bid results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting a State grant for the project.

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

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

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

September 19, 2023
February 15, 2024
March 14, 2024
March 2024

Board consideration of SEH's proposal
100% Bidding documents completion
Bid opening
State grant application for construction

**ATTACHMENT B
ESTIMATED FEES AND EXPENSES
MIDFIELD RAMP REPAIR - PHASE 2
FINAL DESIGN, PLANS AND SPECIFICATIONS, AND BIDDING DOCUMENTS
DULUTH INTERNATIONAL AIRPORT (DLH)
DULUTH, MN**

Task No.	Task Description	Project Director	Project Manager	Professional Engineer	Project Engineer II	Project Engineer I	Senior Technician	Sr. Aviation Planner	Sr Environmental Engineer	Surveyor	Admin Technician
Project Formulation											
1.1	Scoping, Review, and Coordination	1	4	4	2		2				
1.2	Project Formulation	2	4	8	4	2	2				2
1.3	Coordination of Contaminated Materials	2	2	2		2		4	16		
Preliminary Engineering											
2.1	Topographic Survey		2	4						16	
2.2	Geotechnical Analysis/Borings										
2.3	Environmental Analysis		4		20	20					
Plan Drawings for Midfield Ramp Repair											
3.1	Environmental Coordination and Permits		2	2		8	2	2			
	CATEX					12		8			
	MPCA NPDES/SWPPP Permit		4	24	4						
3.2	Construction Safety and Phasing Plan Development		2	4	6		8				
3.3	Detailed Final Design		16	60	60						
3.4	Construction Plan Sheets		2	16	32	20	80				
3.5	Quality Control Site Visits		8	10							
Construction Bidding Documents for Midfield Ramp Repair											
4.1	Construction Bidding Documents		2	12	20		6				4
4.3	Quantity Calculations and Final Engineer's Estimate		2	8	4		2				
4.4	Quality Control Reviews	2	4	8							
Bidding Services											
5.1	Bidding and Award		12	12	8	4					
Project Management											
6.1	Design Team Meetings		12	12	12	6					
6.2	Agency Meetings	2	4	4	4						
6.3	Public Involvement Meetings and Notifications	2		4				6			2
6.4	Overall Project Management	2	20								
Total hours per labor category		13	106	194	176	74	102	20	16	16	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Director	13	\$82.21	\$1,068.73
Project Manager	106	\$62.58	\$6,633.48
Professional Engineer	194	\$48.59	\$9,426.46
Project Engineer II	176	\$48.86	\$8,599.36
Project Engineer I	74	\$36.20	\$2,678.80
Senior Technician	102	\$45.99	\$4,690.98
Sr. Aviation Planner	20	\$52.20	\$1,044.00
Sr Environmental Engineer	16	\$70.34	\$1,125.44
Surveyor	16	\$39.67	\$634.72
Admin Technician	8	\$33.91	\$271.28

Total Direct Labor Costs: 725 \$36,173.25
 Direct Salary Costs plus Overhead (88%) \$68,005.71

Total Labor Costs \$104,178.96

Fixed Fee on Labor Costs (15%) \$15,626.84

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	725	\$5.80	\$4,205.00
Survey Equipment	16	\$35.00	\$560.00
Employee Mileage	600	\$0.65	\$390.00
Per Diem	2	\$200.00	\$400.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00

Total Expenses \$5,655.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee \$125,460.80

Estimated Total \$125,500.00

VII. - D.

Duluth Airport Authority **Short Elliott Hendrickson Inc. (SEH) Work Order 2023-15 for Design, Bidding Documents and Bidding for the Runway 27 PAPI Replacement at the Duluth International Airport**

Terms:

- Estimated start date of October 17, 2023
- Estimated end date of June 1, 2024

Fiscal Impact:

- Proposal amount is \$57,900.00. FAA share is 90 percent (\$52,110), MnDOT share is 5 percent (\$2,895), and the DAA share is 5 percent (\$2,895)

Agreement Overview:

This work order includes design, bidding documents, and bidding for the Runway 27 Precision Approach Path Indication (PAPI) lighting system replacement project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/27/2023) between the DAA and SEH remain in effect for this work order.

Background:

The Runway 27 PAPI serves as a visual glideslope navigational aid for pilots using Runway 27. The PAPI is approximately 25 years old, and well beyond its useful life. Obtaining parts from the aging system is becoming more difficult, and the system is becoming less reliable. The FAA authorizes replacement of PAPI systems after 15 years. The recently completed Master Plan recommended replacing the Runway 27 PAPI.

The PAPI replacement project includes removal of the old system and installation of a 4-box LED PAPI system at the Runway 27 end. The PAPI facility replacement would require only minor grading and the excavation and installation of a foundation approximately 8 feet deep. Conduit from the PAPI facility will need to be installed and wire will need to be pulled to the electrical power source at the electrical vault facility. The conduit and wire will be directionally bored under pavements as required to reach the electrical source.

In addition to the design, SEH will evaluate existing obstruction data for the necessary glidepaths and safety areas. SEH will also coordinate with FAA for a reimbursable agreement to complete a Flight Check to commission the new PAPI system.

The project is anticipated to be bid in 2024, with construction occurring in the summer of 2024.

This work scope includes final design, plans and specifications development, bidding documents, and bidding (construction observation, administration, and closeout are excluded.)

The project is eligible for FAA funding at 90 percent and MnDOT funding at 5 percent. The DAA is responsible for the remaining 5 percent, and that cost is anticipated to be funded with Passenger Facility Charge (PFC) revenue.

**WORK ORDER
No. 2023-15
Between**

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

Dated: October 17, 2023

**RUNWAY 27 PAPI REPLACEMENT (DESIGN AND BIDDING SERVICES)
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes preliminary and final design for the Runway 27 PAPI Replacement project at Duluth International Airport (DLH). Components of this work include Preliminary Design, Engineer's Design Report, Final Design, Plans and Specifications, Bidding Documents, and Bidding Services. The contract provisions included in the Master Agreement (dated 03-27-23) between the DAA and SEH remain in effect for this work order.

Estimated start date is November 1, 2023; estimated end date is June 1, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$57,900.00.

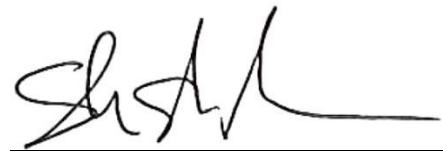
Descriptions of the services to be provided are included in Attachment A. Detailed estimates of labor cost and expenses are included in Attachment B.

Point of Contact: Shawn McMahon, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal _____

Date: _____

Date: October 17, 2023 _____

Title: _____

Date: _____

ATTACHMENT A

Duluth International Airport (DLH) Runway 27 PAPI Replacement Design and Bidding Phases Scope of Work

Preliminary Design, Engineer’s Design Report, Final Design, Plans and Specifications, Bidding Documents, and Bidding Services

Project Scope – The Runway 27 PAPI Replacement project includes installation of a 4-box LED PAPI system at the Runway 27 end. The PAPI facility replacement would require only minor grading and the excavation and installation of a foundation approximately 8 feet deep. Conduit from the PAPI facility will need to be installed and wire will need to be pulled to the electrical power source at the electrical vault facility. The conduit and wire will be directionally bored under pavements as required to reach the electrical source. **See Figure 1 for a project location sketch.** *(The Construction Administration scope items will be included in a subsequent work order)*

Scope of Services: Services to be provided include program coordination, preliminary and final design, preparation of bidding documents, bidding and award, and project management.

Proposed project schedule:

October 17, 2023	DAA Board considers Design contract
November 17, 2023	FAA EDR Submittal
December 8, 2023	90% Plan and Specification Submittal
January 16, 2023	Issued for Bid Submittal (City of Duluth Purchasing Office)
January 18, 2024	Advertise for Bid
February 8, 2024	Bid Opening
February 20, 2024	Contract Award Recommendation
February 26, 2024	Final Grant Request Application Submittal to FAA
July 1, 2024	Construction Notice to Proceed

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

1. Project Formulation
2. Engineer’s Design Report
3. Plan Drawings for Runway 27 PAPI Replacement
4. Construction Bidding Documents for Runway 27 PAPI Replacement
5. FAA Construction Plans and Specifications Review
6. Quality Control Reviews
7. Project management and Meetings

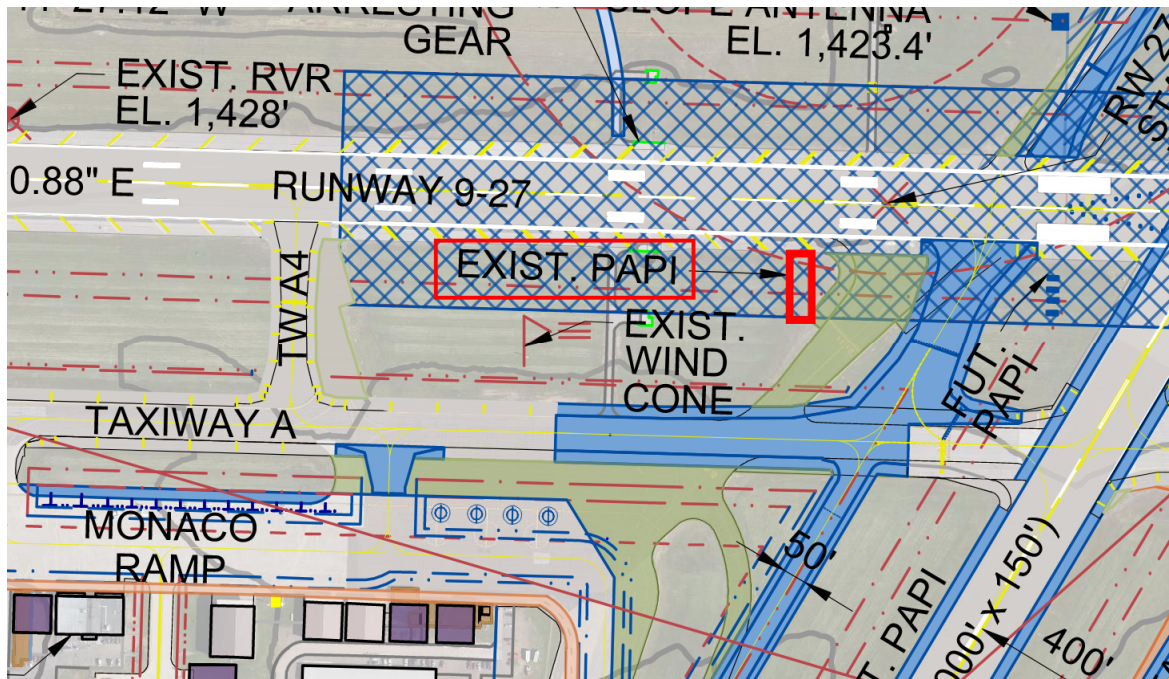


Figure 1

This work scope includes:

1. Project Formulation

- 1.1. **Scoping, Review and Project Coordination:** Short Elliott Hendrickson (SEH) will coordinate with the Duluth Airport Authority (Client) to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. The scoping will include review and coordination with MnDOT, FAA, and other regulatory agencies. The scope will be updated as needed based on input received.
- 1.2. **Project Formulation:** SEH will complete the project scoping and grant application, cost breakdowns, and eligibility determinations for the approved scope of work.
- 1.3. **Environmental Considerations:** SEH will prepare and submit the required categorical exclusion checklist and letter to the FAA for approval.
- 1.4. **Engineer's Design Report:** SEH will complete the FAA required engineer's design report (EDR) per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comment at the 60% document milestone. Comments provided by the FAA will be addressed and resubmitted as the final design report. The EDR will include the general project scope, site photographs, construction safety overview, environmental considerations, permitting, Disadvantaged Business Enterprise (DBE) participation, a project schedule, an Engineer's Estimate to complete the work and a preliminary project budget and planned funding sources.
- 1.5. **DBE Program and DBE Goals:** SEH will prepare a Disadvantaged Business Enterprise (DBE) Program and project specific goals in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

2. Project Design:

- 2.1. **Topographic Survey:** SEH will complete a comprehensive field survey to obtain topographical information including existing pavement, existing utilities, and relevant ground elevations. Task also includes data processing and review of the survey data.
- 2.2. **Geotechnical Investigation:** (1) soil boring will be taken at the PAPI facility location to aid with the structural design of the PAPI foundations. See attached scope of work from geotechnical consultant. Task includes Consultant supervision during investigation and review of the final geotechnical report.
- 2.3. **Construction Safety Plan / Airspace Analysis:** SEH will prepare a construction safety and phasing plan, as well as a construction safety plan narrative, for the project and submit to the FAA. This plan and analysis are required to be completed to proceed with construction. This work element will evaluate the final PAPI facility location and associated height within the FAA 7460 airspace review.
- 2.4. **Project Site Visit:** SEH will conduct an initial project site visit to evaluate the existing Runway 27 PAPI facility that is proposed to be replaced. The project design elements will incorporate the information gathered by the site visit.
- 2.5. **Detailed Design:** Detailed design includes removal of the existing PAPI facility, proposed PAPI design and foundation design, as well as necessary electrical design/layout and coordination.
- 2.6. **Construction Plan Sheets:**
 - 2.6.1. *Final Construction Plan Sheets:* Preparation of construction drawings consisting of approximately the following plan sheets.
 - Title Sheet
 - Construction Safety and Phasing Plan
 - Statement of Estimated Quantities
 - Erosion Control Plan and Details
 - PAPI Design
 - Electrical Plan
 - Electrical Details
 - Details, Standard Plates, Construction Notes

3. Quality Control Review:

- 3.1. **Quantity Calculations and Engineer Opinion of Probable Cost Estimate:** SEH will calculate final quantities for use in the bid package. A final engineer's opinion of probable cost estimate using these quantities is also included.
- 3.2. **Quality Control Review:** SEH will perform quality control review of the project drawings and specifications as well as quantity determination and engineering opinion of probable cost estimate. This task includes the time required to perform the review, internal meetings, and coordination with the DAA, FAA, MnDOT, and other regulatory agencies and utilities, as needed. The review will take place at the 90% document milestone.

4. Construction Bidding Documents:

- 4.1. **Construction Bidding Documents:** SEH will prepare a bid proposal project manual consisting of a table of contents, advertisement for bids, proposal documents, bid form, state and federal requirements, wage rates, technical specifications, and special provisions. The basis of this proposal is assuming one bid proposal package for all the work items necessary to complete the project. Bidding documents will be edited individually and sent to the City of Duluth Purchasing Office for review. This task includes coordination with the City of Duluth Purchasing Office to advertise the project for bid.
- 4.2. **Bidding Services:** The design team will take questions from contractors throughout the bidding process and if needed, will clarify questions with an addendum.

- 4.3. **Bid Review and Recommendation:** After bids are opened, engineer will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the DAA for award of the bid.

5. Project Management:

- 5.1. **Overall Project Management:** Overall administration of the project, review of design data and deliverables, email coordination of plan and specification review with the DAA, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required. Monthly invoices will be prepared and submitted to DAA.
- 5.2. **Subconsultant Coordination:** Scheduling, coordination and administration, and review of subconsultant deliverables, including subcontracts, reports, design data, and pay applications.
- 5.3. **Meetings:** SEH will coordinate and prepare project meetings for the following:
 - 5.3.1. Duluth Airport Authority: Design Kick Off meeting. This meeting will be a kickoff to discuss project goals and obtain DAA feedback on project preferences. This meeting is expected to include Project Principal & Project Manager for 1-hr of preparation time, 1-hr for meeting and 1-hr for recording of meeting minutes (for Project Manager only).
 - 5.3.2. FAA/MnDOT Project Meetings: One (1) meeting with the FAA and MnDOT is anticipated to discuss project progress and design and eligibility reviews. This meeting is expected to include Project Principal & Project Manager for 1-hr of preparation time, 1-hr for meeting and 1-hr for recording of meeting minutes (for Project Manager only).
 - 5.3.3. SEH/Burns & McDonnell: 3-total design team meetings. These virtual meetings are expected to include 1-hr for meeting per staff member, and 1-hr for recording of meeting minutes (for Project Manager only).

Subconsultants performing work under this proposal include the following:

1. Braun Intertec: Geotechnical investigation will be performed by Braun Intertec. See attached proposal dated October 10, 2023.
2. Burns & McDonnell.: Electrical design elements will be performed by Burns & McDonnell. See attached proposal dated October 10, 2023.

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

Runway 27 PAPI Replacement

Duluth International Airport

Duluth, Minnesota

Task No.	Task Description	Project Principal	Project Manager	Project Engineer	Senior Technician	Survey Crew Chief	Instrument Operator	Admin Technician
<i>Final Design and Bidding, including project management, preparation of bidding documents, bidding and award.</i>								
1.1	Scoping, Review, and Project Coordination		2	2				
1.2	Project Formulation	2	2	2				
1.3	Environmental Considerations		2	4				
1.4	Engineer's Design Report		2	6				
1.5	DBE Program and Goals		1					2
2.1	Topographical Survey			2	2	4	4	
2.2	Geotechnical Investigation			2				
2.3	Construction Safety Plan / Airspace Analysis		2		12			
2.4	Project Site Visit			2				
2.5	Detailed Design		2	8	8			
2.6	Construction Plan Sheets		4	8	16			
3.1	Quantity Calculations and Engineer Cost Estimate		2	4				
3.2	Quality Control Review		2	2				
4.1	Construction Bidding Documents		4	6				4
4.2	Bidding Services		2	4				1
4.3	Bid Review and Recommendation		2					
5.1	Overall Project Management		4	2				
5.2	Subconsultant Coordination		2					
5.3	Meetings	2	6	2				
Total hours per labor category		4	41	56	38	4	4	7

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Principal	4	\$82.21	\$328.84
Project Manager	41	\$74.23	\$3,043.43
Project Engineer	56	\$36.20	\$2,027.20
Senior Technician	38	\$45.99	\$1,747.62
Survey Crew Chief	4	\$39.67	\$158.68
Instrument Operator	4	\$39.03	\$156.12
Admin Technician	7	\$33.91	\$237.37
Total Direct Labor Costs:	154		\$7,699.26
Direct Salary Costs plus Overhead			\$14,474.61
Total Labor Costs			\$22,173.87
Fee (15%)			\$ 3,326.08

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	600	\$0.65	\$390.00
Employee Per Diem	3	\$150.00	\$450.00
Employee Auto Allowance	3	\$16.00	\$48.00
Equipment Usage	154	\$5.80	\$893.20
Airfield Lighting Subconsultant - Burns & McDonnell	1	\$26,593.00	\$26,593.00
Geotechnical Subconsultant - Braun Intertec	1	\$3,825.00	\$3,825.00
Reproductions / Miscellaneous	1	\$200.00	\$200.00
Total Expenses			\$32,399.20

SUMMARY:

Total Labor Costs + Fees + Expenses	\$57,899.15
Not to Exceed Amount	\$57,900.00

Duluth International Airport

Runway 27 PAPI Replacement - Electrical Design and Bidding Services

Scope of Work

Project Scope

Provide a new 4-unit L-880(L) Style A, Mode 2, LED PAPI unit as required to suit local requirements. New power and grounding conductors will be routed to the existing airfield lighting vault. New transformers, breakers, disconnects, and associated electrical to be provided. No work on regulators within the vault is necessary. Aiming of new PAPIs and a flight check will be required.

Electrical Design Scope, 9-27 PAPI Reconstruction

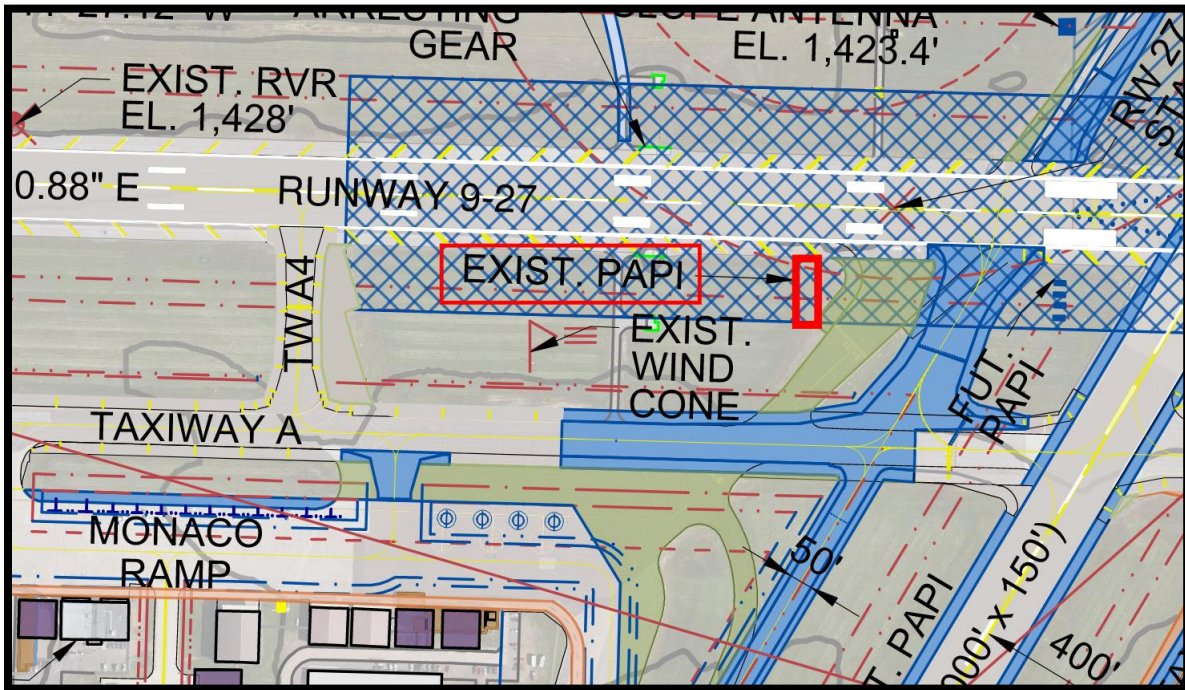


EXHIBIT 1: PROJECT SCOPE OF WORK

Elements of Work for the Design Scope.

1. PROJECT MEETINGS:

- a. The Consultant will attend 5 (1-hour) meetings. The Project Manager will attend 1 meeting.
- b. An in-person site visit will be coordinated with another project site visit and is not included.

2. DESIGN PRODUCTION:

- a. The Consultant will review all existing airport documents. Plans, as-builts, etc.
- b. The Consultant will produce the electrical sections of the Engineer's Design Report (EDR).

- c. The Consultant will produce 90%, and Issued for Bid plans. The plans include but are not limited to the following:
 - Electrical Legend and Abbreviations
 - Electrical Notes
 - Electrical Demolition Plans
 - Electrical Overall Plan
 - Electrical Site Plans
 - Home Run (Vault) Plan
 - Electrical Details
- d. The Consultant will produce 90%, and Issued for Bid Specifications.
- e. The Consultant will produce Bid Cost estimates for the EDR, 90%, and Issued for Bid submittals.
- f. The Consultant will respond to SEH, FAA, and DAA comments from the 60%, and 90% submittal reviews.
- g. The Consultant will perform internal Quality Control Reviews.

3. BIDDING:

- a. The Consultant will respond to bid inquiries during bidding phase.
- b. Production of Issued for Construction documents is not included.

4. SCHEDULE

- a. Engineer's Design Report Submittal – November 17th, 2023
- b. 90% Plan and Specification Submittal – December 8th, 2023
- c. Issued for Bid Submittal – January 16th, 2023

5. COST OF SERVICES:

- a. The attached fee estimate details the hours and fee proposal for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
- b. Project Management and Administration services are provided in this proposal.

October 10, 2023

Proposal QTB186139

Jarrold Nelson, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Runway 27 Percision Approach Path Indicators Replacement
Duluth International Airport
4701 Grinden Drive
Duluth, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed Percision Approach Path Indicators (PAPI) replacement project at the referenced site.

Project Information

Per our correspondence with you, we understand the airport's existing PAPI along south of Runway 27 is planned to be replaced. The location of the new PAPI is planned to be moved to the east of Taxiway C. At this time, no other details of the foundation design are known. The location of the soil boring has been selected and will be surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at the selected exploration location, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the new PAPI foundation.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a float tire-mounted drill rig. We assume there will be no cause for delays in accessing the exploration location. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration location from the proposed location to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access the boring location. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration location of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Boring

We propose to drill 1 standard penetration test boring for the beacon relocation, extending to a depth of 14 1/2 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to the termination depth of the boring.

If the boring encounters groundwater during or immediately after drilling, we will record the observed depth on the boring log.

If the intended boring depth does not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend the boring to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

After completing the soil boring, the boring will be backfilled with cuttings. Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled. Braun Intertec is not assuming responsibility for re-leveling after initial backfilling.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, an Atterberg Limits test, and a mechanical analysis (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our boring.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to beacon design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration location.
- Log of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater condition.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrade, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the PAPI foundation.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – we understand that the field work can take place concurrent with the Taxiway A – Phase 5.
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final deliverables submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$3,825. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Service Agreement dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504.

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

VII. - E. & F.

Transportation Network Company (Rasier (Uber), Lyft) Operating Agreements

Terms:

- 2 years October 1, 2023, to September 30, 2025

Background:

- Original agreement expired Dec 31, 2022; operating in hold over period until new agreement is established.

Agreement Overview:

- Renewal of previous agreement.
- Rates remained the same at \$1.50 per each pick up and each drop off.

VII. - E.

DULUTH INTERNATIONAL AIRPORT TRANSPORTATION NETWORK COMPANY OPERATING AGREEMENT LYFT, INC.

THIS OPERATING AGREEMENT (the “Agreement”) is hereby made and entered into on _____, 2023, by and between Lyft, Inc. (“Operator”), and Duluth Airport Authority (“Airport Authority”). Operator and Airport Authority are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, Airport Authority is the operator of the Duluth International Airport (the “Airport”) located in Duluth, Minnesota;

WHEREAS, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by such drivers;

WHEREAS, Airport Authority has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement; and

WHEREAS, the following definitions shall apply to this Agreement at all times:

- (a) “App” shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles.
- (b) “Airport Property” shall mean the property shown on Exhibit A attached hereto and incorporated herein.
- (c) “Designated Areas” shall mean loading zones that are available to Drivers to pick up and drop off passengers at the Airport as shown on Exhibit A attached hereto and incorporated herein.
- (d) “Driver” means any individual who has been approved by Operator to use a Vehicle to transport passengers whose rides are arranged through the App. For purposes of this Agreement, the term “Driver” applies at all times that Driver is on Airport Property by reason of the Driver’s relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.
- (e) “Ordinance” shall mean Article V of Chapter 47 of the Duluth City Code, 1959, as amended.
- (f) “Rules and Standards” shall mean the Rules and Standards adopted by the Authority that govern operations on the Airport, as may be amended from time to time.
- (g) “Vehicle” shall mean the vehicle used by a Driver.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **OPERATIONS**

1.1. **Designated Areas.** Airport Authority grants to Operator the right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Operator shall also inform Drivers of the Rules and Standards and the Ordinance. Upon request, Drivers shall allow Airport Authority personnel access to electronic waybill information (described in Section 3.4). Operator shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport and shall not permit an individual to act as a Driver in violation of the Ordinance. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations. Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times. Operator shall ensure that all Drivers shall maintain personal insurance for their Vehicles in accordance with state financial responsibility requirements at all times. Operator acknowledges that observance of Airport Rules and Standards is of the utmost importance to the Airport Authority. Operator agrees that, upon written notice from the Airport Authority demanding that Operator suspend the privileges to operate at or from the Airport of any Driver who the Airport Authority has reasonable grounds to believe is intentionally or repeatedly violating Airport Rules and Standards, then Operator will prohibit such Driver from providing transportation network services at the Airport.

1.2. **Rights of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive rights of ingress and egress across Airport Property to conduct their permitted operations hereunder and in accordance with the permit terms and conditions which may be amended from time to time, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by Airport Authority or the use of the Airport by its tenants, passengers, employees or the general public; (b) shall be on roadways, and other areas designated by Airport Authority from time to time; and (c) may be temporarily suspended by Airport Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat, for construction or maintenance purposes or operational needs, or for any other purpose deemed prudent by the Airport Authority.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) Airport Authority shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) Airport Authority has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, maintenance, construction and other Airport modifications; and (b) the Airport Authority may from time to time adopt rules and regulations relating to security or operational matters that may affect Operator's business.

1.4. **"As-Is" Condition.** Operator accepts the Designated Areas and the Airport Property in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

1.5. **Requirements.** During the term of this Agreement and subject to its terms, Operator shall have a non-exclusive, revocable license solely to: (a) operate a transportation network business (subject to this Agreement and all applicable laws, rules, ordinances and regulations, Rules and Standards, permit requirements and the Ordinance) at the Airport utilizing mobile smartphone application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the App in order to transport such passengers and their personal baggage to and/or from the Airport in

Vehicles in compliance with Section 47-52 of the Ordinance and approved by Operator and in compliance with the other provisions of the Ordinance; and (c) permit Drivers in providing rides matched through the App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege.

1.6. **Geo-Fence.** Operator shall demonstrate to the Airport Authority's satisfaction that Operator has established a Geo-Fence at its expense at the location shown on attached Exhibit A attached hereto as incorporated herein to manage its airport business and shall notify affiliated Drivers about the geo-fence.

2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on October 1, 2023 and shall be in effect for a period of two (2) years. 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.

Prior to October 1, 2023, Operator will ensure the following:

(a) Airport Authority shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement;

(b) Operator shall have implemented a virtual perimeter that encompasses the real-world geographic area as shown on Exhibit A attached hereto and incorporated herein ("Geo-Fence"). Operator will use the Geo-Fence and other tools, as appropriate, to manage its airport business and comply with the terms of this Agreement.

(c) Each Driver will maintain information on his or her smartphone while using the App. This information will allow the Airport Authority to confirm the following information for any Driver or Vehicle using the App while on Airport Property:

(1) Driver identity and color photo;

(2) Vehicle make, model;

(3) License plate number;

(4) Certificates of insurance; and

(5) The electronic equivalent of a waybill that meets the criteria set forth in Section 3.4.

2.2. **Termination.** This Agreement will continue in force until terminated as hereinafter provided:

(a) Airport Authority shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if Operator has not cured such Event of Default within the period set forth in Section 8; or

(b) Either party may terminate this Agreement, at any time, without cause, if the requesting Party gives not less than thirty (30) days' prior written notice thereof to the other Party.

3. USE

3.1. **Permitted Use**. Operator and Drivers may use the Designated Areas only to provide transportation network company services (collectively, "Permitted Use") and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

3.2. **No Exclusivity**. Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that Airport Authority has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements**. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform and educate Drivers regarding the terms of this Agreement, as amended from time to time by Airport Authority:

(a) Each Driver shall maintain, within such driver's vehicle at all times while upon Airport Property, a digital decal or distinctive trade dress as required by the Ordinance;

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any enforcement officer or other Airport Authority representative, the electronic equivalent of a waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such Driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit such Driver's Designated Areas and curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

3.4. **Waybills**. In lieu of a physical waybill and as an explicit requirement of Airport Authority under this Agreement, every passenger pick-up and drop off shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present the electronic equivalent of a requested waybill to any Airport Authority official for inspection.

3.5. **No Advertising or Promotions**. No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator's name and/or logo and/or distinctive trade dress (or the signage of other transportation network companies).

3.6. **General Prohibited Activities**. Without limiting any other provision herein, Operator shall not, and shall inform Drivers that they shall not, without the Airport Authority's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure them; (b) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport; or (c) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways.

3.7. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Drivers and Operator shall notify Drivers that the following activities are prohibited:

- (a) Turning off or disabling the App when a Vehicle is on Airport Property, unless the Driver is departing the Airport after a drop-off;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;
- (e) Failing to provide information, or providing false information, to police officers or Airport personnel;
- (f) Displaying, to an Airport official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport Property;
- (h) Using or possessing any alcoholic beverage while operating on Airport Property;
- (i) Failing to operate a vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (p) Disconnecting any pollution control equipment;
- (q) Using or possessing any illegal drug or narcotic while on Airport Property;
- (r) Operating a vehicle without proper certification or at any time during which Operator's authority is suspended or revoked;
- (s) Engaging in any criminal activity;
- (t) Operating at the Airport when the operating rights of the Driver have been suspended or revoked by the City;

(u) Using the Designated Areas for any improper, immoral, unlawful or reasonably objectionable purpose; and

(v) Operating when in violation of the Airports Rules and Standards or the Ordinance.

3.8. **Representative of Operator**. Operator shall provide the Airport Authority with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep Airport Authority informed, in writing, of the identity of each such person.

4. FEES; REPORTING; AND RECORDKEEPING

4.1. **Defined Terms**. As used in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Trip" means each instance in which a Driver affiliated with the Operator picks up or drops off one or more passengers within the Airport Geo-fence.

(b) "Permit Fee" means the annual Permit Fee required of the Operator in order to operate at the Airport. The Permit Fee will be adopted each fiscal year by the Airport Authority. Permit Fees are for the full fiscal year and shall not be pro-rated. The Permit Fee for 2023 is shown on the Rates and Charges attached as Exhibit B.

(c) "Per Trip Fee" means \$1.50 for each pick-up and a \$1.50 fee for drop off.

(d) "Monthly Fee" means the product of the following: (i) the number of pick-ups and drop offs conducted by Vehicles in one calendar month, and (ii) the Per Trip Fee.

4.2. Payment Requirements and Reports.

(a) Within fifteen (15) days after the close of any calendar month, Operator shall submit its operations report to Airport Authority for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic or paper format as specified by Airport Authority, and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to the Airport Authority, which shall constitute a total of the Per Trip Fees assessed for each pick-up and drop-off in the relevant month. The Monthly Fee is due, in full, and received by the Airport Authority, within twenty (20) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the office of the Airport Authority, or at such other place or manner as Airport Authority may designate in writing.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

4.3. Books and Records.

(a) Operator agrees to maintain and make available, in physical or electronic form as specified by the Authority, to Airport Authority at Operator's place of business or a mutually agreed upon third party location, but in no event a distance greater than 30 miles from the Airport, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles ("GAAP"), unless otherwise agreed to by the Airport Authority. Upon Airport Authority's reasonable prior written request, which shall not occur more than twice per calendar year, Operator shall permit the Airport Authority to audit and examine such books and records relating to the performance of its obligations under this Agreement at Operator's place of business or a mutually agreed upon third party location, but in no event a distance greater than 30 miles from the Airport. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration or termination of this Agreement, whichever is later.

(b) Should any examination, inspection and audit of Operator's books and records by the Airport Authority disclose an underpayment by Operator of the consideration due, Operator shall promptly pay Airport Authority the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the Airport Authority for all reasonable costs incurred in the conduct of such examination, inspection and audit.

5. ASSIGNMENT

5.1. **No Assignment.** Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without Airport Authority's prior written consent, which consent may be granted or denied in Airport Authority's sole and absolute discretion (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). Airport Authority's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without Airport Authority's consent shall constitute a default hereunder and shall be voidable at Airport Authority's election. Notwithstanding the above, with the consent of the Airport Authority's Executive Director which consent shall not be unreasonably withheld, Operator shall have the right to Transfer this Agreement to an affiliate of Operator defined as an entity that directly or indirectly controls, is controlled by, is under common control with, or is a subsidiary of Operator ("Affiliate").

5.2. **Change of Control.** The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Transfer subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

6. COMPLIANCE WITH LAWS

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances including but not limited to the Ordinance, Rules and Standards, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all grant assurances provided by

Airport Authority to any federal or state Governmental Entity in connection with the Airport Authority's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of Airport Authority, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, Airport Authority, State of Minnesota, U.S. Department of Transportation, Federal Aviation Administration, Transportation Security Administration and the City of Duluth.

7. WAIVER; INSURANCE

7.1. **Indemnification.** Operator, or Affiliate in the event of a Transfer of this Agreement pursuant to Section 5.1, agrees to defend, indemnify, and save harmless the Airport Authority and the City of Duluth (the "City"), and their officers, agents, servants, and employees from any and all liens, judgments, claims including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of the Airport Authority, the City or the Operator or Affiliate by reason of death or injury to person or persons or the loss or damage to property or any cause of action arising out of or in connection with or relating to the operation of Operator, Affiliate or Drivers on Airport Property. The forgoing indemnification obligation is contingent upon Airport Authority providing Operator or Affiliate in the event of a Transfer of this Agreement with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Operator or Affiliate will not settle or compromise any claim without written consent of Airport Authority, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Operator's or Affiliate's expense, in the defense and settlement of a claim. Notwithstanding the foregoing, Operator or Affiliate in the event of a Transfer of this Agreement shall have no obligation under this Section for claims arising solely out of any negligent act or omission of Airport Authority or its officers, directors, agents, and employees, or any allegation related to the Airport Authority's authority to enter this Agreement or Airport Authority's enforcement of this Agreement.

7.2. **Insurance.** Operator, or Affiliate in the event of Transfer of this Agreement pursuant to Section 5.1, shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies authorized or eligible to do business in the State of Minnesota, covering all operations under this Agreement (including those of Drivers with respect to the Drivers' liability arising from the use of an automobile while on the App). Prior to the Commencement Date, Operator or Affiliate shall provide a certificate of insurance to Airport Authority, in a form acceptable to Airport Authority, showing that Operator or Affiliate has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that the insurer provide the Airport Authority with at least thirty (30) days prior written notice of cancellation, non-renewal or material modification. The following insurance coverages are required to be provided by Operator, or Affiliate in the event of Transfer of this Agreement:

(a) Commercial Automobile Liability Insurance with limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for each accident for third party bodily injury and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the Airport Property during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);

- ii. The Driver has logged into the App controlled by the Operator or Affiliate and is “available to receive requests” for transportation services from passengers using the App and the Driver is located on the Airport Property.

“Available to receive requests” means the App is in a state such that an applicable request would be transmitted to the Driver’s smartphone for acceptance by the Driver.

(b) Commercial General Liability Insurance of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence, insuring the Operator, or Affiliate in the event of Transfer of this Agreement, arising from bodily injury (including wrongful death), personal injury, and damage to property arising out of this Agreement, including for alleged liability arising from bodily injury (including wrongful death), personal injury, and damage to property caused by Drivers and/or arising out of this Agreement.

All Vehicles must be included under Operator’s or Affiliate’s Commercial Automobile Liability Policy or covered by a blanket coverage form or endorsement; and all employees of Operator or Affiliate must be covered under the General Liability policy of Operate or Affiliate in the event of Transfer of this Agreement. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator or Affiliate under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by Airport Authority with respect to any covered claims arising out of this Agreement. The Airport Authority and the City of Duluth shall be named as an additional insured on the Commercial Automobile Liability and Commercial General Liability Insurance of Operator or Affiliate in the event of a Transfer of this Agreement.

7.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney’s fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either.

7.4 **Confidentiality of Records.** Any information that Operator makes available to Airport Authority pursuant to this Agreement is deemed to be confidential and proprietary information (“Operator’s confidential information”), regardless of whether the records are marked as such, and shall not be disclosed to anyone without Operator’s express written permission unless required to be disclosed by applicable law or a court order; including without limitation the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, provided that Airport Authority notifies Operator of such requirement promptly prior to disclosure, and provided further that Airport Authority makes diligent efforts to limit disclosure pursuant to any available provisions of the Minnesota Government Data Practices Act or other applicable law. If the Airport Authority determines that it must disclose such information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law including the Minnesota Government Data Practices Act and the final judgment.

7.5 **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

8. DEFAULT; REMEDIES

8.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an “Event of Default”:

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to Airport Authority, and such failure shall continue beyond the date specified in a written notice of such breach or default from Airport Authority, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of the Airport Authority as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the Airport Authority as required herein; or

(d) Operator’s City of Duluth transportation network company license is suspended or revoked or Operator fails to comply with any provision of the Ordinance and such failure continues for a period of more than twenty (20) days after delivery by Airport Authority of a written notice thereof.

(e) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by Airport Authority of a written notice thereof.

8.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Airport Authority shall have the following rights and remedies in addition to any and all other rights and remedies available to the Airport Authority under this Agreement, at law, or in equity: (a) Airport Authority may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit Airport Authority’s right to terminate this Agreement as provided in Section 2. In such event, the Airport Authority may seek and be entitled to monetary damages from Operator, may seek and be entitled to injunctive and declaratory relief, and may seek other legal or equitable relief.

8.3. **Cumulative Rights.** The exercise by Airport Authority of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Airport Authority under law or in equity.

8.4. **Fines/Penalties.** By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to all applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. Airport Authority shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

9. GOVERNMENTAL PROVISIONS

9.1. **No Representations.** Operator acknowledges and agrees that neither Airport Authority, nor any person on behalf of Airport Authority, has made, and Airport Authority hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Operator at the Airport, including any statements relating to the potential success or profitability of such venture. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

9.2. **Federal Nondiscrimination**. Operator understands and acknowledges that Airport Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to Airport Authority for certain Airport programs and activities, and that Airport Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than Airport Authority, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of Duluth International Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

10. GENERAL PROVISIONS

10.1. **Notices**. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) Airport Authority at its Notice Address; or (c) such other address as either Operator or Airport Authority may designate as its new address for such purpose by notice given to the other in accordance with this Section 10. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator's Notice Address:

Lyft, Inc.
c/o Michael Huggins
185 Berry Street, Suite 400
San Francisco, CA 94107
ATTN: Legal Department

Airport Authority's Notice Address:

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

10.2. **Waiver of Performance**. The waiver by the Airport Authority of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions. To be effective, any waiver by the Airport Authority shall be in writing.

10.3. **Entire Agreement**. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

10.4. **Recitals**. The parties agree that the recitals set forth above are hereby incorporated in and made a part of this Agreement.

10.5. **Amendments**. Amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

10.6. **Interpretation**. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

10.7. **Successors and Assigns**. The terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and Airport Authority, and, to their personal representatives and successors and assigns.

10.8. **Severability**. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

10.9. **Governing Law**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in St. Louis County, Minnesota; and the Parties consent to the exclusive jurisdiction thereof.

10.10. **Authority**. Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in Minnesota, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon Airport Authority's request, Operator shall provide Airport Authority with evidence reasonably satisfactory to Airport Authority confirming the foregoing representations and warranties.

10.11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on the date set forth above.

DULUTH AIRPORT AUTHORITY

LYFT, INC.

By: _____

By: _____

President

Printed: _____

By: _____

Title: _____

Secretary

VII. - F.

DULUTH INTERNATIONAL AIRPORT TRANSPORTATION NETWORK COMPANY OPERATING AGREEMENT RASIER, LLC

THIS OPERATING AGREEMENT (the "Agreement") is hereby made and entered into on _____, 2023, by and between Rasier, LLC ("Operator"), and Duluth Airport Authority ("Airport Authority"). Operator and Airport Authority are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, Airport Authority is the operator of the Duluth International Airport (the "Airport") located in Duluth, Minnesota;

WHEREAS, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by such drivers;

WHEREAS, Airport Authority has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement; and

WHEREAS, the following definitions shall apply to this Agreement at all times:

(a) "App" shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles.

(b) "Airport Property" shall mean the property shown on Exhibit A attached hereto and incorporated herein.

(c) "Designated Areas" shall mean loading zones that are available to Drivers to pick up and drop off passengers at the Airport as shown on Exhibit A attached hereto and incorporated herein.

(d) "Driver" means any individual who has been approved by Operator to use a Vehicle to transport passengers whose rides are arranged through the App. For purposes of this Agreement, the term "Driver" applies at all times that Driver is on Airport Property by reason of the Driver's relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

(e) "Ordinance" shall mean Article V of Chapter 47 of the Duluth City Code, 1959, as amended.

(f) "Rules and Standards" shall mean the Rules and Standards adopted by the Authority that govern operations on the Airport, as may be amended from time to time.

(g) "Vehicle" shall mean the vehicle used by a Driver.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **OPERATIONS**

1.1. **Designated Areas.** Airport Authority grants to Operator the right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Operator shall also inform Drivers of the Rules and Standards and the Ordinance. Upon request, Drivers shall allow Airport Authority personnel access to electronic waybill information (described in Section 3.4). Operator shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport and shall not permit an individual to act as a Driver in violation of the Ordinance. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations. Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times. Operator shall ensure that all Drivers shall maintain personal insurance for their Vehicles in accordance with state financial responsibility requirements at all times. Operator acknowledges that observance of Airport Rules and Standards is of the utmost importance to the Airport Authority. Operator agrees that, upon written notice from the Airport Authority demanding that Operator suspend the privileges to operate at or from the Airport of any Driver who the Airport Authority has reasonable grounds to believe is intentionally or repeatedly violating Airport Rules and Standards, then Operator will prohibit such Driver from providing transportation network services at the Airport.

1.2. **Rights of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive rights of ingress and egress across Airport Property to conduct their permitted operations hereunder and in accordance with the permit terms and conditions which may be amended from time to time, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by Airport Authority or the use of the Airport by its tenants, passengers, employees or the general public; (b) shall be on roadways, and other areas designated by Airport Authority from time to time; and (c) may be temporarily suspended by Airport Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat, for construction or maintenance purposes or operational needs, or for any other purpose deemed prudent by the Airport Authority.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) Airport Authority shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) Airport Authority has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, maintenance, construction and other Airport modifications; and (b) the Airport Authority may from time to time adopt rules and regulations relating to security or operational matters that may affect Operator's business.

1.4. **"As-Is" Condition.** Operator accepts the Designated Areas and the Airport Property in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

1.5. **Requirements.** During the term of this Agreement and subject to its terms, Operator shall have a non-exclusive, revocable license solely to: (a) operate a transportation network business (subject to this Agreement and all applicable laws, rules, ordinances and regulations, Rules and Standards, permit requirements and the Ordinance) at the Airport utilizing mobile smartphone application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the App in order to transport such passengers and their personal baggage to and/or from the Airport in

Vehicles in compliance with Section 47-52 of the Ordinance and approved by Operator and in compliance with the other provisions of the Ordinance; and (c) permit Drivers in providing rides matched through the App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege.

1.6. **Geo-Fence.** Operator shall demonstrate to the Airport Authority's satisfaction that Operator has established a Geo-Fence at its expense at the location shown on attached Exhibit A attached hereto as incorporated herein to manage its airport business and shall notify affiliated Drivers about the geo-fence.

2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on October 1, 2023 and shall be in effect for a period of two (2) years. 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.

Prior to October 1, 2023, Operator will ensure the following:

(a) Airport Authority shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement;

(b) Operator shall have implemented a virtual perimeter that encompasses the real-world geographic area as shown on Exhibit A attached hereto and incorporated herein ("Geo-Fence"). Operator will use the Geo-Fence and other tools, as appropriate, to manage its airport business and comply with the terms of this Agreement.

(c) Each Driver will maintain information on his or her smartphone while using the App. This information will allow the Airport Authority to confirm the following information for any Driver or Vehicle using the App while on Airport Property:

(1) Driver identity and color photo;

(2) Vehicle make, model;

(3) License plate number;

(4) Certificates of insurance; and

(5) The electronic equivalent of a waybill that meets the criteria set forth in Section 3.4.

2.2. **Termination.** This Agreement will continue in force until terminated as hereinafter provided:

(a) Airport Authority shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if Operator has not cured such Event of Default within the period set forth in Section 8; or

(b) Either party may terminate this Agreement, at any time, without cause, if the requesting Party gives not less than thirty (30) days' prior written notice thereof to the other Party.

3. USE

3.1. **Permitted Use**. Operator and Drivers may use the Designated Areas only to provide transportation network company services (collectively, "Permitted Use") and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

3.2. **No Exclusivity**. Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that Airport Authority has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements**. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform and educate Drivers regarding the terms of this Agreement, as amended from time to time by Airport Authority:

(a) Each Driver shall maintain, within such driver's vehicle at all times while upon Airport Property, a digital decal or distinctive trade dress as required by the Ordinance;

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any enforcement officer or other Airport Authority representative, the electronic equivalent of a waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such Driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit such Driver's Designated Areas and curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

3.4. **Waybills**. In lieu of a physical waybill and as an explicit requirement of Airport Authority under this Agreement, every passenger pick-up and drop off shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present the electronic equivalent of a requested waybill to any Airport Authority official for inspection.

3.5. **No Advertising or Promotions**. No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator's name and/or logo and/or distinctive trade dress (or the signage of other transportation network companies).

3.6. **General Prohibited Activities**. Without limiting any other provision herein, Operator shall not, and shall inform Drivers that they shall not, without the Airport Authority's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure them; (b) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport; or (c) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways.

3.7. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Drivers and Operator shall notify Drivers that the following activities are prohibited:

- (a) Turning off or disabling the App when a Vehicle is on Airport Property, unless the Driver is departing the Airport after a drop-off;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;
- (e) Failing to provide information, or providing false information, to police officers or Airport personnel;
- (f) Displaying, to an Airport official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport Property;
- (h) Using or possessing any alcoholic beverage while operating on Airport Property;
- (i) Failing to operate a vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (p) Disconnecting any pollution control equipment;
- (q) Using or possessing any illegal drug or narcotic while on Airport Property;
- (r) Operating a vehicle without proper certification or at any time during which Operator's authority is suspended or revoked;
- (s) Engaging in any criminal activity;
- (t) Operating at the Airport when the operating rights of the Driver have been suspended or revoked by the City;

(u) Using the Designated Areas for any improper, immoral, unlawful or reasonably objectionable purpose; and

(v) Operating when in violation of the Airports Rules and Standards or the Ordinance.

3.8. **Representative of Operator**. Operator shall provide the Airport Authority with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep Airport Authority informed, in writing, of the identity of each such person.

4. FEES; REPORTING; AND RECORDKEEPING

4.1. **Defined Terms**. As used in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Trip" means each instance in which a Driver affiliated with the Operator picks up or drops off one or more passengers within the Airport Geo-fence.

(b) "Permit Fee" means the annual Permit Fee required of the Operator in order to operate at the Airport. The Permit Fee will be adopted each fiscal year by the Airport Authority. Permit Fees are for the full fiscal year and shall not be pro-rated. The Permit Fee for 2023 is shown on the Rates and Charges attached as Exhibit B.

(c) "Per Trip Fee" means \$1.50 for each pick-up and \$1.50 for each drop off.

(d) "Monthly Fee" means the product of the following: (i) the number of pick-ups and drop offs conducted by Vehicles in one calendar month, and (ii) the Per Trip Fee.

4.2. Payment Requirements and Reports.

(a) Within fifteen (15) days after the close of any calendar month, Operator shall submit its operations report to Airport Authority for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic or paper format as specified by Airport Authority, and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to the Airport Authority, which shall constitute a total of the Per Trip Fees assessed for each pick-up and drop-off in the relevant month. The Monthly Fee is due, in full, and received by the Airport Authority, within twenty (20) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the office of the Airport Authority, or at such other place or manner as Airport Authority may designate in writing.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

4.3. **Books and Records.**

(a) Operator agrees to maintain and make available, in physical or electronic form as specified by the Authority, to Airport Authority at Operator's place of business or a mutually agreed upon third party location, but in no event a distance greater than 30 miles from the Airport, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles ("GAAP"), unless otherwise agreed to by the Airport Authority. Upon Airport Authority's reasonable prior written request, which shall not occur more than twice per calendar year, Operator shall permit the Airport Authority to audit and examine such books and records relating to the performance of its obligations under this Agreement at Operator's place of business or a mutually agreed upon third party location, but in no event a distance greater than 30 miles from the Airport. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration or termination of this Agreement, whichever is later.

(b) Should any examination, inspection and audit of Operator's books and records by the Airport Authority disclose an underpayment by Operator of the consideration due, Operator shall promptly pay Airport Authority the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the Airport Authority for all reasonable costs incurred in the conduct of such examination, inspection and audit.

5. **ASSIGNMENT**

5.1. **No Assignment.** Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without Airport Authority's prior written consent, which consent may be granted or denied in Airport Authority's sole and absolute discretion (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). Airport Authority's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without Airport Authority's consent shall constitute a default hereunder and shall be voidable at Airport Authority's election. Notwithstanding the above, with the consent of the Airport Authority's Executive Director which consent shall not be unreasonably withheld, Operator shall have the right to Transfer this Agreement to an affiliate of Operator defined as an entity that directly or indirectly controls, is controlled by, is under common control with, or is a subsidiary of Operator ("Affiliate").

5.2. **Change of Control.** The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Transfer subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

6. **COMPLIANCE WITH LAWS**

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances including but not limited to the Ordinance, Rules and Standards, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all grant assurances provided by

Airport Authority to any federal or state Governmental Entity in connection with the Airport Authority's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of Airport Authority, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, Airport Authority, State of Minnesota, U.S. Department of Transportation, Federal Aviation Administration, Transportation Security Administration and the City of Duluth.

7. WAIVER; INSURANCE

7.1. **Indemnification.** Operator, or Affiliate in the event of a Transfer of this Agreement pursuant to Section 5.1, agrees to defend, indemnify, and save harmless the Airport Authority and the City of Duluth (the "City"), and their officers, agents, servants, and employees from any and all liens, judgments, claims including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of the Airport Authority, the City or the Operator or Affiliate by reason of death or injury to person or persons or the loss or damage to property or any cause of action arising out of or in connection with or relating to the operation of Operator, Affiliate or Drivers on Airport Property. The forgoing indemnification obligation is contingent upon Airport Authority providing Operator or Affiliate in the event of a Transfer of this Agreement with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Operator or Affiliate will not settle or compromise any claim without written consent of Airport Authority, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Operator's or Affiliate's expense, in the defense and settlement of a claim. Notwithstanding the foregoing, Operator or Affiliate in the event of a Transfer of this Agreement shall have no obligation under this Section for claims arising solely out of any negligent act or omission of Airport Authority or its officers, directors, agents, and employees, or any allegation related to the Airport Authority's authority to enter this Agreement or Airport Authority's enforcement of this Agreement.

7.2. **Insurance.** Operator, or Affiliate in the event of Transfer of this Agreement pursuant to Section 5.1, shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies authorized or eligible to do business in the State of Minnesota, covering all operations under this Agreement (including those of Drivers with respect to the Drivers' liability arising from the use of an automobile while on the App). Prior to the Commencement Date, Operator or Affiliate shall provide a certificate of insurance to Airport Authority, in a form acceptable to Airport Authority, showing that Operator or Affiliate has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that the insurer provide the Airport Authority with at least thirty (30) days prior written notice of cancellation, non-renewal or material modification. The following insurance coverages are required to be provided by Operator, or Affiliate in the event of Transfer of this Agreement:

(a) Commercial Automobile Liability Insurance with limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for each accident for third party bodily injury and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the Airport Property during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);

- ii. The Driver has logged into the App controlled by the Operator or Affiliate and is “available to receive requests” for transportation services from passengers using the App and the Driver is located on the Airport Property.

“Available to receive requests” means the App is in a state such that an applicable request would be transmitted to the Driver’s smartphone for acceptance by the Driver.

(b) Commercial General Liability Insurance of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence, insuring the Operator, or Affiliate in the event of Transfer of this Agreement, arising from bodily injury (including wrongful death), personal injury, and damage to property arising out of this Agreement, including for alleged liability arising from bodily injury (including wrongful death), personal injury, and damage to property caused by Drivers and/or arising out of this Agreement.

All Vehicles must be included under Operator’s or Affiliate’s Commercial Automobile Liability Policy or covered by a blanket coverage form or endorsement; and all employees of Operator or Affiliate must be covered under the General Liability policy of Operate or Affiliate in the event of Transfer of this Agreement. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator or Affiliate under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by Airport Authority with respect to any covered claims arising out of this Agreement. The Airport Authority and the City of Duluth shall be named as an additional insured on the Commercial Automobile Liability and Commercial General Liability Insurance of Operator or Affiliate in the event of a Transfer of this Agreement.

7.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney’s fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either.

7.4 **Confidentiality of Records.** Any information that Operator makes available to Airport Authority pursuant to this Agreement is deemed to be confidential and proprietary information (“Operator’s confidential information”), regardless of whether the records are marked as such, and shall not be disclosed to anyone without Operator’s express written permission unless required to be disclosed by applicable law or a court order; including without limitation the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, provided that Airport Authority notifies Operator of such requirement promptly prior to disclosure, and provided further that Airport Authority makes diligent efforts to limit disclosure pursuant to any available provisions of the Minnesota Government Data Practices Act or other applicable law. If the Airport Authority determines that it must disclose such information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law including the Minnesota Government Data Practices Act and the final judgment.

7.5 **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

8. DEFAULT; REMEDIES

8.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an “Event of Default”:

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to Airport Authority, and such failure shall continue beyond the date specified in a written notice of such breach or default from Airport Authority, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of the Airport Authority as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the Airport Authority as required herein; or

(d) Operator’s City of Duluth transportation network company license is suspended or revoked or Operator fails to comply with any provision of the Ordinance and such failure continues for a period of more than twenty (20) days after delivery by Airport Authority of a written notice thereof.

(e) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by Airport Authority of a written notice thereof.

8.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Airport Authority shall have the following rights and remedies in addition to any and all other rights and remedies available to the Airport Authority under this Agreement, at law, or in equity: (a) Airport Authority may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit Airport Authority’s right to terminate this Agreement as provided in Section 2. In such event, the Airport Authority may seek and be entitled to monetary damages from Operator, may seek and be entitled to injunctive and declaratory relief, and may seek other legal or equitable relief.

8.3. **Cumulative Rights.** The exercise by Airport Authority of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Airport Authority under law or in equity.

8.4. **Fines/Penalties.** By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to all applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. Airport Authority shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

9. GOVERNMENTAL PROVISIONS

9.1. **No Representations.** Operator acknowledges and agrees that neither Airport Authority, nor any person on behalf of Airport Authority, has made, and Airport Authority hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Operator at the Airport, including any statements relating to the potential success or profitability of such venture. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

9.2. **Federal Nondiscrimination**. Operator understands and acknowledges that Airport Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to Airport Authority for certain Airport programs and activities, and that Airport Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than Airport Authority, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of Duluth International Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

10. GENERAL PROVISIONS

10.1. **Notices**. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) Airport Authority at its Notice Address; or (c) such other address as either Operator or Airport Authority may designate as its new address for such purpose by notice given to the other in accordance with this Section 10. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator's Notice Address:

Rasier, LLC
1515 3rd Street
San Francisco, CA, 94158
ATTN: Legal Department

Airport Authority's Notice Address:

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

10.2. **Waiver of Performance**. The waiver by the Airport Authority of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions. To be effective, any waiver by the Airport Authority shall be in writing.

10.3. **Entire Agreement**. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

10.4. **Recitals**. The parties agree that the recitals set forth above are hereby incorporated in and made a part of this Agreement.

10.5. **Amendments**. Amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

10.6. **Interpretation**. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

10.7. **Successors and Assigns**. The terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and Airport Authority, and, to their personal representatives and successors and assigns.

10.8. **Severability**. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

10.9. **Governing Law**. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in St. Louis County, Minnesota; and the Parties consent to the exclusive jurisdiction thereof.

10.10. **Authority**. Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in Minnesota, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon Airport Authority's request, Operator shall provide Airport Authority with evidence reasonably satisfactory to Airport Authority confirming the foregoing representations and warranties.

10.11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on the date set forth above.

DULUTH AIRPORT AUTHORITY

RASIER, LLC

By: _____

By: _____

President

Printed: _____

By: _____

Title: _____

Secretary

VII. - G.

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

UNAUDITED							
Financial Row	Prior Year Actual (Jan 2022 - Aug 2022)	Current Year Actual (Jan 2023 - Aug 2023)	Budget Amount (Jan 2023 - Aug 2023)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2023 - Adjust 2023)
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	1,939,429	2,224,643	1,810,375	122.88%	285,214	414,269	2,950,799
Non-Passenger Aeronautical Revenue	1,060,644	1,147,080	1,103,071	103.99%	86,436	44,009	1,643,775
Passenger Airline Aeronautical Revenue	879,807	949,841	874,870	108.57%	70,034	74,971	1,321,416
Total - Income	3,879,880	4,321,564	3,788,315	114.08%	441,684	533,249	5,915,990
Gross Profit							
	3,879,880	4,321,564	3,788,315	114.08%	441,684	533,249	5,915,990
Expense							
Miscellaneous Expenses	24,380	57,606	45,193	127.47%	33,226	12,413	71,436
Personnel Compensation & Benefits	1,558,701	1,717,325	1,797,675	95.53%	158,624	(80,350)	2,909,323
Services and Charges	1,428,301	1,459,355	1,556,195	93.78%	31,054	(96,840)	2,266,993
Supplies	412,116	516,822	552,374	93.56%	104,706	(35,552)	768,676
Total - Expense	3,423,498	3,751,108	3,951,437	94.93%	327,610	(200,329)	6,016,427
Net Ordinary Income							
	456,383	570,456	(163,122)	-349.71%	114,074	733,578	(100,437)
Other Income and Expenses							
Other Income	494,906	3,001,424	326,877	918.21%	2,506,518	2,674,547	496,209
Other Expense	106,956	94,642	147,976	63.96%	(12,313)	(53,333)	221,964
Net Other Income							
	387,951	2,906,782	178,901	1,624.80%	2,518,831	2,727,881	274,245
Net Income Exclusive of Project Expenses, Depreciation & Amortization							
	844,333	3,477,238	15,779	22,036.49%	2,632,905	3,461,459	173,808
Projects/Grants							
	292,721	5,486,794	11,959,647	45.88%	5,194,073	(6,472,852)	17,939,470
Depreciation & Amortization							
	(7,157,216)	0	(6,671,411)	0.00%	7,157,216	6,671,411	(10,007,639)
Net Income							
	(6,020,162)	8,964,033	5,304,015	169.00%	14,984,194	3,660,017	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 \$3.4M. COVID Relief Funds are responsible for \$2.4M this positive variance. The 2023 budget assumed \$1,438,776 of cash reserves would be used to keep the budget flat. Excluding COVID relief funds, the DAA is at a favorable variance of budget vs actual of over \$1M.
- **Operating Revenue:** Non-Aeronautical Revenue is \$414k over budget overall due to increased parking revenues of over \$240k, and car rental concessions of \$64k. Non-passenger aeronautical revenue is 44k over budget due to increased concessions and rent. Passenger Airline Aeronautical revenue is 74k over budget. Operating Revenues are \$533k over budget overall.
- **Operating Expenses:** Personnel Compensation and Benefits are \$80k under budget. Supplies are 35k under budget. Services and charges are 96k under budget. Operating expenses are \$200k 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 \$204k due to our increased cash balance. PFCs came in \$69k over budget as well.
- **Non-Operating Expenses:** Non-Operating Expenses are down over \$53k, 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 invoice discrepancies are in discussion, which will increase operating expenses by close \$75k.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 10/10/23:**
 - Minimum Cash Balance Goal: \$2,801,956
 - Current Balance: \$5,428,795 (does not include grants receivable)
 - Days Cash on Hand: 349 days currently vs 180 day benchmark (169 days over goal)

Duluth Airport Authority
Income Statement
From Jan 2023 to Aug 2023

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$24,191.80
Concession Revenue	
ATM	\$299.00
Car Rental Concession	\$419,280.57
Food & Beverage Concession	\$62,567.17
Lottery Concessions	\$905.02
Parking	\$144,216.13
Per Departure Fee	\$2,655.00
Per Passenger Fee	\$26,717.00
Services/Other	\$598.95
TNC Per Trip Fee	\$7,873.50
Vending	\$4,837.53
Total - Concession Revenue	\$669,949.87
Customer Facility Charges	\$166,360.00
Miscellaneous Revenues	\$75,054.11
Parking	\$982,642.24
Permits	\$5,657.87
Plowing Services	\$2,022.96
Reimbursed Expenses	\$49,833.53
Rent	\$161,861.90
Sponsorship Income	\$47,000.00
State Aid	\$40,068.90
Total - Non-Aeronautical Revenue	\$2,224,643.18
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$49,123.05
Concession Revenue	
Deicing	\$5,537.31
Flight Training/Tour Operations	\$17,704.42
Fuel Flowage Fees	\$71,249.22
Hangar Rent	\$3,986.98
Landing Fees	\$17,880.00
Mechanic	\$885.77
Misc Sales/Other	\$4,819.32
Per Turn Fees	\$1,092.08
Total - Concession Revenue	\$123,155.10
Event Income	\$38,999.10
Landing Fees	\$24,509.70
Ramp Fees	\$15,079.48
Rent	\$823,038.45
Security Reimbursement	\$67,110.33
Tie Downs	\$6,065.00
Total - Non-Passenger Aeronautical Revenue	\$1,147,080.21
Passenger Airline Aeronautical Revenue	
Landing Fees	\$209,127.84
Per Use Fee	\$4,141.55
Terminal Office/Space Rental	\$736,571.59
Total - Passenger Airline Aeronautical Revenue	\$949,840.98
Total - Income	\$4,321,564.37
Gross Profit	\$4,321,564.37
Expense	
Miscellaneous Expenses	
Miscellaneous Expenses	\$2,114.00
Licenses & Taxes	\$6,540.86

Financial Row	Amount
Memberships, Dues & Subscriptions	\$11,720.00
Transaction Fees	\$37,231.44
Total - Miscellaneous Expenses	\$57,606.30
Personnel Compensation & Benefits	
Benefit Administration Fees	\$153.00
Employer Contributions for Retirement	\$152,206.33
Employer Paid Insurance	\$295,458.08
Retiree Benefits	\$94,155.60
Unemployment Compensation	\$2,909.55
Wages & Salaries	\$1,172,442.42
Total - Personnel Compensation & Benefits	\$1,717,324.98
Services and Charges	
Advertising	\$2,929.00
Central Services Fee	\$48,800.00
Communications & Technology	\$161,135.59
Employee Development Services	\$49,276.89
Employee Physicals	\$1,740.00
Marketing	\$90,840.23
Professional Services	\$292,721.22
Rentals	\$11,587.73
Repairs and Maintenance - Contractual/Services	\$354,254.12
Sponsorship Expenses	\$6,650.00
Transportation	\$356.71
Utility Services	
Electric	\$279,293.05
Fuel Oil	\$1,358.07
Natural Gas	\$46,480.57
Propane	\$1,233.33
Refuse Disposal	\$15,609.57
Storm Water	\$83,363.40
Water	\$11,725.59
Total - Utility Services	\$439,063.58
Total - Services and Charges	\$1,459,355.07
Supplies	
Merchandise for Resale	\$42,872.16
Office Supplies	\$17,295.17
Operating Supplies	\$159,376.09
Repairs & Maintenance Supplies	\$357,450.07
Total - Supplies	\$576,993.49
Total - Expense	\$3,811,279.84
Net Ordinary Income	\$510,284.53
Other Income and Expenses	
Other Income	
Capital Contributions	
Grants	\$7,887,115.25
Total - Capital Contributions	\$7,887,115.25
Non-Operating Revenue	
Interest Income	\$241,122.56
Passenger Facility Charges	\$359,980.78
Total - Non-Operating Revenue	\$601,103.34
Total - Other Income	\$8,488,218.59
Other Expense	
Non-Operating Expense	
Interest Expense	\$94,642.48
Total - Non-Operating Expense	\$94,642.48
Total - Other Expense	\$94,642.48
Net Other Income	\$8,393,576.11
Net Income	\$8,903,860.64

Duluth Airport Authority
Balance Sheet
End of Aug 2023

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Lottery Account	\$7,672.30
Petty Cash	\$186.03
Pooled Cash - City Balance	\$7,560,693.65
Total Bank	\$7,568,551.98
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$44,212.58
Accounts Receivable Billed	\$622,713.10
Accrued Receivable	\$22,029.61
Grants Receivable	\$3,378,459.65
ST Lease Receivable	\$77,794.05
Total Accounts Receivable	\$4,145,208.99
Other Current Asset	
Inventory Assets	\$48,433.08
Prepaid Items	\$115,986.78
Undeposited Funds	\$158,075.30
Total Other Current Asset	\$322,495.16
Total Current Assets	\$12,036,256.13
Fixed Assets	\$124,425,877.01
Other Assets	\$6,539,859.62
Total ASSETS	\$143,001,992.76
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$193,502.87
Contracts Payable	\$2,304,371.30
Lottery Payable	\$6,780.08
Total Accounts Payable	\$2,504,654.25
Credit Card	\$3,981.81
Other Current Liability	
Accrued Expense	(\$6,100.00)
Accrued Interest	\$66,598.73
Accrued Sales Taxes Payable - All	\$11,297.89
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	\$183,449.48
Unearned Revenue - Non Current	\$104,497.46
Total Other Current Liability	\$3,816,579.37
Total Current Liabilities	\$6,325,215.43
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	\$8,903,860.64
Total Equity	\$127,413,325.88
Total Liabilities & Equity	\$143,001,992.76

**Duluth Airport Authority
Duluth A/R Aging Report
As of October 10, 2023**

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	9/10/2023 - 10/9/2023 (30)	8/11/2023 - 9/9/2023 (60)	7/12/2023 - 8/10/2023 (90)	BEFORE 7/12/2023 (>90)	TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Azbell, Austin						\$0.00	\$0.00	\$0.00	\$153.00	\$3.00	\$156.00
Bellamy Bill	Invoice	10/6/2023	12131	11/5/2023	4	\$0.00	\$169.74	\$0.00	\$0.00	\$0.00	\$169.74
Bemidji Aviation	Invoice	9/30/2023	12129	10/30/2023	10	\$0.00	\$930.93	\$0.00	\$0.00	\$0.00	\$930.93
BKR Investments DBA Duluth Pack						\$0.00	\$250.00	\$250.00	\$250.00	\$0.00	\$750.00
Brenholdt, Jacob	Invoice	10/2/2023	12066	11/1/2023	8	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Churchill, Sean						\$0.00	\$206.56	\$65.00	\$0.00	\$0.00	\$271.56
Cirrus Design Corporation						\$0.00	\$24,478.00	\$21,775.23	\$5,990.00	\$3,092.72	\$55,335.95
City of Duluth						\$0.00	\$1,770.34	\$0.00	\$1,718.78	\$0.00	\$3,489.12
Civil Air Patrol						\$0.00	\$130.00	\$502.48	\$0.00	\$0.00	\$632.48
Cloose Brian	Invoice	10/6/2023	12139	11/5/2023	4	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Dal Santo, Frances M	Invoice	10/3/2023	12090	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Delta Airlines						\$0.00	\$50,985.43	\$0.00	\$0.00	\$0.00	\$50,985.43
DeSutter, Peter	Invoice	10/2/2023	12065	11/1/2023	8	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Divine Carriers						\$0.00	\$139.27	\$139.27	\$139.27	\$57.08	\$474.89
Dudley Bruce						\$0.00	\$0.00	\$90.00	\$0.00	\$90.00	\$180.00
Duluth Economic Development Authority						\$0.00	\$39,976.36	\$0.00	\$25,841.00	\$0.00	\$65,817.36
Duluth Hangar, LLC	Invoice	10/3/2023	12078	11/2/2023	7	\$0.00	\$869.48	\$0.00	\$0.00	\$0.00	\$869.48
Dunker, Christopher L	Invoice	3/17/2022	9478	4/16/2022	572	\$0.00	\$0.00	\$0.00	\$0.00	\$9,378.20	\$9,378.20
Ellefson, Nicholas	Invoice	10/3/2023	12087	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Federal Aviation Administration	Invoice	10/2/2023	12070	11/1/2023	8	\$0.00	\$13,026.00	\$0.00	\$0.00	\$0.00	\$13,026.00
Federal Express Corporation	Invoice	10/4/2023	12108	11/3/2023	6	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00	\$230.00
Fetter, Jordan	Invoice	10/3/2023	12099	11/2/2023	7	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Gardonio, Michael	Invoice	10/6/2023	12134	11/5/2023	4	\$0.00	\$120.48	\$0.00	\$0.00	\$0.00	\$120.48
General Services Administration	Invoice	10/2/2023	12071	11/1/2023	8	\$0.00	\$5,631.76	\$0.00	\$0.00	\$0.00	\$5,631.76
Goritchan Boris						\$0.00	\$0.00	\$225.00	\$0.00	\$1,779.00	\$2,004.00
Griffith Evans	Invoice	10/6/2023	12137	11/5/2023	4	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
GSSC						\$0.00	\$65.00	\$345.00	\$0.00	\$0.00	\$410.00
Hagberg, Rick	Invoice	10/3/2023	12089	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Hall John						\$0.00	\$380.47	\$0.00	\$0.00	\$0.00	\$380.47
Harris, Melissa	Invoice	7/14/2023	11664	8/13/2023	88	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Hatfield, Dan	Invoice	10/3/2023	12086	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Hermantown Hydraulics						\$0.00	\$714.90	\$0.00	\$714.90	\$402.18	\$1,831.98
Hillman Colin	Invoice	10/3/2023	12097	11/2/2023	7	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$275.00
Hunstad, Nicholas	Invoice	10/2/2023	12064	11/1/2023	8	\$0.00	\$108.33	\$0.00	\$0.00	\$0.00	\$108.33
HydroSolutions Of Duluth, Inc.	Invoice	10/2/2023	12052	11/1/2023	8	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Jelinski John	Invoice	10/6/2023	12141	11/5/2023	4	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
K & D Auctions	Payment	10/2/2023	10560	10/2/2023	8	\$0.00	(\$2,333.22)	\$0.00	\$0.00	\$0.00	(\$2,333.22)
Kleen-Tech Services, LLC	Invoice	10/2/2023	12053	11/1/2023	8	\$0.00	\$708.69	\$0.00	\$0.00	\$0.00	\$708.69

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	9/10/2023 - 10/9/2023 (30)	8/11/2023 - 9/9/2023 (60)	7/12/2023 - 8/10/2023 (90)	BEFORE 7/12/2023 (>90)	TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Lake Superior College	Invoice	10/4/2023	12110	11/3/2023	6	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00
Lake Superior Helicopters						\$0.00	\$6,839.51	\$1,633.78	\$0.00	\$0.00	\$8,473.29
Larsen, Shane						\$0.00	\$55.38	\$813.78	\$0.00	\$0.00	\$869.16
Love Creamery	Invoice	10/3/2023	12098	11/2/2023	7	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
Luck, Rick	Invoice	10/6/2023	12132	11/5/2023	4	\$0.00	\$118.26	\$0.00	\$0.00	\$0.00	\$118.26
Messerer Jon	Invoice	9/1/2023	11953	10/1/2023	39	\$0.00	\$0.00	\$60.58	\$0.00	\$0.00	\$60.58
Minnesota Air National Guard	Invoice	10/5/2023	12126	11/4/2023	5	\$0.00	\$846.85	\$0.00	\$0.00	\$0.00	\$846.85
Minnesota Department of Transportation						\$0.00	\$3,519,041.82	\$0.00	\$2,910.76	\$26,805.92	\$3,548,758.50
Monaco Air Duluth						\$0.00	\$6,804.19	\$2,618.92	\$6,804.19	\$4,665.27	\$20,892.57
Mountain Air Cargo	Invoice	10/2/2023	12060	11/1/2023	8	\$0.00	\$1,646.00	\$0.00	\$0.00	\$0.00	\$1,646.00
Mundt, David	Invoice	10/4/2023	12125	11/3/2023	6	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00
Northland Constructors, Inc.						\$0.00	\$181.50	\$181.50	\$0.00	\$0.00	\$363.00
Oakwells CR, LLC						\$0.00	\$11,514.39	\$0.00	\$0.00	\$0.00	\$11,514.39
On Site Enterprises, Inc	Payment	3/17/2023	9757	3/17/2023	207	\$0.00	\$0.00	\$0.00	\$0.00	(\$2.00)	(\$2.00)
Opack Matthew Jr.						\$0.00	\$272.50	\$0.00	\$0.00	\$0.00	\$272.50
Palmer, John	Invoice	10/3/2023	12096	11/2/2023	7	\$0.00	\$207.50	\$0.00	\$0.00	\$0.00	\$207.50
Parking Lot Miscellaneous Customers	Invoice	8/21/2023	11864	9/20/2023	50	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00
Parthe, Lance						\$0.00	\$276.64	\$276.64	\$0.00	\$0.00	\$553.28
Payne, Robert	Invoice	10/3/2023	12080	11/2/2023	7	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Pettis, Kevin	Invoice	10/4/2023	12124	11/3/2023	6	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00
Premium Air, LLC						\$0.00	\$65.00	\$65.00	\$0.00	\$0.00	\$130.00
Rasier, LLC	Payment	10/10/2023	10590	10/10/2023	0	(\$655.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$655.50)
Rathbun, Lesley	Invoice	10/3/2023	12088	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	1,513	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
Reinert Roger	Invoice	10/6/2023	12140	11/5/2023	4	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
RS&H						\$0.00	\$2,761.77	\$120.00	\$0.00	\$0.00	\$2,881.77
Safstrom Jon	Invoice	7/14/2023	11666	8/13/2023	88	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$153.00
Scenic Airrides	Invoice	10/6/2023	12135	11/5/2023	4	\$0.00	\$332.58	\$0.00	\$0.00	\$0.00	\$332.58
Simplex Grinnell	Invoice	8/31/2023	11891	9/30/2023	40	\$0.00	\$0.00	\$115.00	\$0.00	\$0.00	\$115.00
Sinex, Barry						\$0.00	\$90.00	\$180.00	\$0.00	\$0.00	\$270.00
Stevens, Mike	Invoice	10/3/2023	12091	11/2/2023	7	\$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
Swinkels, Eric	Payment	9/28/2023	10543	9/28/2023	12	\$0.00	(\$153.00)	\$0.00	\$0.00	\$0.00	(\$153.00)
Sydow Dan						\$0.00	\$276.64	\$276.64	\$276.64	\$0.00	\$829.92
The Landline Company						\$0.00	\$600.16	\$4,622.16	\$4,384.00	\$3,388.00	\$12,994.32
Transportation Security Administration						\$0.00	\$8,620.00	\$0.00	\$0.00	\$8,079.33	\$16,699.33
unifi	Invoice	10/4/2023	12115	11/3/2023	6	\$0.00	\$715.00	\$0.00	\$0.00	\$0.00	\$715.00
United Airlines	Invoice	9/22/2023	12030	10/22/2023	18	\$0.00	\$1,659.08	\$0.00	\$0.00	\$0.00	\$1,659.08
United Parcel Service						\$0.00	\$0.00	\$0.00	\$190.00	\$260.00	\$450.00
Williams, Ron	Invoice	10/3/2023	12092	11/2/2023	7	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Total						(\$655.50)	\$3,707,652.60	\$34,555.98	\$49,678.54	\$57,918.66	\$3,849,150.28

VII. - I.
Airline Statistics

Total Passenger Data Including Charters																											
Month	DELTA					UNITED					SUN COUNTRY					CHARTERS - SUN COUNTRY					2023 Enplanements			2023 Deplanements			Total Passengers
	Revenue	Non Rev	Revenue	Non Rev	Total	Revenue	Non Rev	Revenue	Non Rev	Total	Revenue	Non Rev	Revenue	Non Rev	Total	Revenue	Non Rev	Revenue	Non Rev	Total	Rev	Non Rev	Total	Rev	Non Rev	Total	
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	6,155	159	5,655	170	12,139	4,702	110	4,562	106	9,480	-	-	-	-	-	-	-	-	-	-	10,857	269	11,126	10,217	276	10,493	21,619
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	55,859	1,684	49,826	1,559	108,928	35,088	919	34,692	767	71,466	5,763	19	7,746	16	13,544	886	0	1,062	0	1,948	97,596	2,622	100,218	93,326	2,342	95,668	195,886

Landline Statistics

	Mar 2023	April 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Departing Rev Pax	1,110	1,090	786	747	996	908	486
Van Departures	49	26	28	28	27	26	4
Bus Departures	37	34	24	24	26	26	24
Total Departures	86	60	52	52	53	52	28

Sep 2023			
Pax Type	Market	Pax Count	Seats (AU)
Revenue	Departures	486	782
	Arrivals	382	782
Revenue Total		868	1,564
NonRev	Departures	18	-
	Arrivals	16	-
NonRev Total		34	-
Grand Total		902	1,564