



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, December 19th, 2023 at 8:00 a.m.** in the Amatuzio Conference Room, Third Floor, in the Duluth International Airport Terminal Building, 4701 Grinden Drive, Duluth, MN 55811

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

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.



DULUTH AIRPORT AUTHORITY

DULUTH AIRPORT AUTHORITY MEETING AGENDA DECEMBER 19, 2023

AMATUZIO CONFERENCE ROOM DULUTH INTERNATIONAL AIRPORT

I. * EXECUTIVE DIRECTOR'S REVIEW

- A. Information Letter to DAA Directors

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

- A. Approval of November 21, 2023 Meeting Minutes

III. DAA CASH DISBURSEMENTS

- A. Operating Check Register Sheets #31-33 of 2023; Operating ACH Payment Register #35-38 of 2023; Construction ACH Register #10-11 of 2023.

IV. CORRESPONDENCE

- A. DLH Construction Newsletter:
 - i. Dated November 17, 2023.
- B. DYT Construction Newsletter:
 - i. Dated November 17, 2023.
- C. November 30, 2023: SCASD Denver Grant Update.
- D. December 1, 2023: November 2023 Monaco Air Foundation Report.

V. OPPORTUNITY FOR PERSONS TO BE HEARD

VI. OLD BUSINESS

None

VII. NEW BUSINESS

- A. Resolution Supporting the Use of Project Labor Agreements as a Part of the Duluth International Airport's Air Traffic Control Tower Construction Project.
- B. Resolution to Approve the Duluth Air & Aviation Expo Air Show and Exhibition Agreement Between the Duluth Airport Authority and Kernz & Kompany.
- C. Resolution to Approve Payment in the amount of \$77,950 to the City of Duluth for the 2024 Cost Allocation Fee.
- D. The Meeting Will Now Close to the Public Pursuant to Minn. Stat. 13D.05 Subd.3 (a) to Evaluate the Performance of Executive Director, Tom Werner. The Meeting Will



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- Reopen to the Public at the Time Announced Upon Completion of the Evaluation. Members of the Public Will Need to Log Out or Be Removed During the Closed Meeting and Will Need to Log Back into the Meeting When it Reopens to the Public.
- E. Regular Meeting Reopened to the Public Pursuant to Minnesota Statutes Chapter 13D.
 - F. Summary of Year 2023 Performance Evaluation of Executive Director.
 - G. Resolution Authorizing an Annual Salary Compensation of _____ and a One-Time Incentive Payment of _____ to Executive Director Thomas J. Werner Pursuant to Employment Contract.
 - H. Resolution to Approve Executive Director's 2024 Work Plan
 - I. *October 2023 Financial Reports
 - J. *December 2023 Accounts Receivable
 - K. *November 2023 Airline 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. Executive Director's Review

DULUTH AIRPORT AUTHORITY

DATE: December 19, 2023

TO: Duluth Airport Authority Board of Directors

FROM: Executive Director

SUBJECT: Executive Director's Review

The following items will be discussed during the Executive Director's Review. If action is required of the DAA on any of these items, they will also appear on the agenda. If you have questions or desire additional information, please contact me and I will provide it at the DAA meeting.

AIR SERVICE

- Passenger statistics will be presented at the meeting.
- United Meeting Recap
- SEH Air Service Development Contract

OPERATIONS/CONSTRUCTION/PLANNING

- Planning:
 - New Air Traffic Control Tower (ATCT) Update
- Construction:
- Operations and Maintenance:
- Sky Harbor:
 - New Sky Harbor Airport Terminal Update
 - New Snow Removal Equipment Building Update

BUSINESS/PROPERTY DEVELOPMENT

- Project Updates
- New Car Rental Contract Update

FINANCIAL UPDATE

- ADK Compensation Survey Update
- Staffing Update
- Storm Water Utility Update

MARKETING/COMMUNICATIONS

- NSR

LEGISLATIVE UPDATE

- State PFAS Transition Workgroup Meeting Recap
- FAA Releases a New Air Carrier Incentive Program

PRESENTATIONS/TOURS/TRAVEL RECAP

- NSR



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OTHER

- Monaco Air Foundation Merger with the Duluth Area Chamber Foundation- Don Monaco, President of the Monaco Air Foundation

Submitted by,

Tom Werner, A.A.E.
Executive Director



II. Previous Meeting Minutes

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Duluth Airport Authority

Meeting Minutes

November 21, 2023

MEETING LOCATION: Amatuzio Conference Room, Duluth International Airport

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

OTHERS PRESENT: Tom Werner, DAA Executive Director
Jana Kayser, DAA Dir. of Business Development
Cole Martin, DAA Finance Technician
Jenny Delnay, DAA Administrative Coordinator
Robb Enslin, Duluth City Attorney
Alzira Maldonado Protsishin, EXP
Horeya Czaplewski, EXP
Jefrey Jakalski, EXP
Phillip Scott, EXP
Mike Magni, Monaco Air Duluth
Adinda Van Espen, SEH
Kaci Nowicki, SEH
Scott Sannes, SEH
Shawn McMahon, SEH

OTHERS PARTICIPATING VIA ELECTRONIC MEANS:
Mark Papko, DAA Dir. of Operations
Joelle Bodin, DAA Dir. of Finance and Administration
Natalie Baker, DAA Dir. of Marketing and Communications
Kathy Leon, DAA Confidential Bookkeeper
Dante Tomassoni, Cirrus
Heather Fisher, Cirrus
James Gibson, Cirrus
Paul Huston, HNTB
Don Monaco, Monaco Air Duluth
Matthew Stewart, SEH

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

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



I. *EXECUTIVE DIRECTOR'S REVIEW

A. Air Service: Mr. Werner provided an update on the current air service with a presentation.

- Mr. Werner shared that there has been continued growth and that load factors are extremely high. Mr. Werner noted that there is not the usual drop in load factor at the start of the school year, due to limited seats on the market derived from the pilot shortage.
- Mr. Werner stated that his air service slides will no longer be including 2019, as that is nearly 5 years ago and it is a new market.
- Mr. Werner shared that both routes are profitable, in part due to high fares, which is good news for our airline partners going forward.
 - Dir. Maki asked if the shift to business travel from recreational travel based on the high fares?
 - Mr. Werner replied that this shift is more due to the time of year. Historically, there is always a drop in recreational travel once the school year starts.
- Mr. Werner shared that in addition to the pilot shortage, there is also a shortage of engine parts which is constraining capacity for the next few months.
- Mr. Werner meets with United next week to discuss market growth. He noted that they are down to two flights per day, which is typical, since the pandemic, of this time of year. His meeting with Avelo has not yet been scheduled.
- Mr. Werner shared that his recent meeting with Delta referenced that they were very excited about the future of air service in Duluth. They are looking to add regular mainline flights approximately in the next 18 months, which will increase seats and the level of service offered at DLH. There were also concerns about the engine shortage.
- Mr. Werner noted that Mike Bown has helped with our air service development in the past, however, he has made a change in employer from Landrum & Brown to SEH and as such DAA will be terminating L&B's contract. A new professional services agreement with SEH will be coming before the board soon.

B. Operations/Construction/Planning: Mr. Papko provided the following updates:

- **New Air Traffic Control Tower (ATCT) Update:** Mr. Papko shared that the predesign work order that was approved by the board a few months ago is nearly done. Mr. Papko was happy with the progress and pace of this project.
- **Taxiway A Phase 2 + 4 Update:** Mr. Papko pointed out that there is no longer active construction on the taxiway now. It was opened late last week, which was a couple weeks behind the initial estimate, but overall was a successful project. He was excited that two phases of this project were completed in a single year. Ms. Sedin from the FAA noted in a recent Tenant Meeting that this was one of the easiest construction projects they have been a part of.
- **Sky Harbor Terminal and Snow Removal Building Updates:**
 - **Terminal Building:** Concrete is in the ground now and the majority of excavation is done. A de-watering system was installed due to the high-water table. At its peak, it was pumping out 500 gallons per minute. The Tribal monitoring of the excavation went well. There is still some scope left to monitor, but the work is mostly completed. Nothing of significance was found. Mr. Papko noted that the Tribe and Duluth Archology have been great to work with.
 - **Snow Removal Building:** This building is projected to stand up in the spring. Excavating work is being done this week with concrete poured next month.
 - Mr. Papko noted that completion dates remain unchanged from the original plans.



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- Dir O'Brien asked if there is a significant cost overrun due to the dewatering.
 - Mr. Papko shared that there was some dewatering built into the original plans. There has been a 90/10 split of the cost with the contractor, with the DAA paying the 10%. Therefore, there is not a significant cost expected.
- Dir. O'Brien asked if there is an expectation of the same amount of dewatering needed for the SRE Building?
 - Mr. Papko clarified that the dewatering system was installed at both sites simultaneously.

C. Business/Property Development: Ms. Kayser provided an update on the following:

- Official notice has been sent to Hermantown Hydraulics with the date they need to vacate their building. This occurred by phone call, email, and certified mail. The letter was included in the packet.
- Minnesota Power Project continues to move with multiple stakeholder meetings. The City of Rice Lake is working on the EDA grant, which is due by December 1st.
- Ranch Hangar project: Ms. Kayser shared photos she took on Sunday of the site where the building erection has started. There was an updated schedule sent out at the end of last week, so the completion date has been pushed to the end of January or early February. Once the completion date is finalized, then Ms. Kayser will work through lease for the new hangar. She did not want to sign a lease with a perspective party until there was a firm move-in date.
- New Car Rental Contract Updates: These contracts expire at the end of the year. Ms. Kayser is in the final negotiations of fine details. These contracts will be presented to the board in December.

D. Financial Update: Ms. Bodin provided an update on the following:

- Sky Harbor Concessionaire Audit Completion: This has now been completed with the help of Mr. Martin. There was a summary included in the Board Packet. Ms. Bodin noted that there were some minor findings, but they were remedied. There were areas of improvements noted on both ends. Going forward, DAA will be requesting some of the backup documentation throughout the year instead of waiting for an audit. Ms. Bodin is working to standardize rates across all operators and will consider including those rates in the Rates and Charges sheet in the future.
- Staff Compensation Survey Update: This was kicked off last week with ADK completing the study. It is expected to be completed in 12-14 weeks. It will look at all current positions within DAA and the proposed positions in the Org Study.
 - Mr. Werner noted that he would like to get this study done quickly. He has received the Organization Study and will work to present an implementation plan to the Board in Quarter One that incorporates both Studies.
- Staffing Update: DAA is currently hiring for a 12-month position in maintenance to cover a medical leave, and recently received a resignation from the Finance Technician.
- Quarter 3 Financial Update: Ms. Bodin presented an overview of the finances noting a variance of \$3.4 million from the budget, with Revenue at 113% of budget and Expenses at 98% of budget. The Covid relief funding was fully utilized in 2023 and went to offset expenses that were already paid.
 - Ms. Bodin noted that the minimum cash balance required per DAA policy is \$2.8 million, but currently have \$7.4 million. She stated that cash reserves should stay high with the aggressive construction schedule in order to pay contractors before being reimbursed by grants.



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- In meeting with Dir. Henderson, Ms. Bodin noted a desire to hear success stories, so will be highlighting positives from the budget moving forward. Ms. Bodin noted that Parking has been a huge success in 2023. Net Parking revenue is up \$300,000 from 2022, which has already covered the needed equipment investment of \$231,000.
- Other revenues to watch include CFCs from Rental Car Agreements, which are repaying the DAA for the car rental portions of the terminal from 10 years ago, Hangar and Land Lease rents with the new development projects, and tie downs from Sky Harbor, which are higher than the last seven years due to increased ease of payment and price adjustments. Sky Harbor manager has worked to streamline this process.
- Dir O'Brien noted his appreciation for the report, and especially for the success in parking. He inquired about the cash reserves and the amount of investment or liquidity required for those funds.
 - Ms. Bodin shared that these funds are part of the City of Duluth pooled cash, which is conservatively invested. It earned 4.66% interest in September. She noted that the DAA does not have direct control over the investment since it is combined with the City.
- Mr. Werner noted that non-aeronautical is the best option for growth. The Aeronautical side is volatile, so sustainable growth needs to be from non-aeronautical ventures.

E. Marketing/Communications: Ms. Baker provided an update on the following:

- SCASD (Small Community Air Service Development grant) Update Letter to Stakeholders: This letter will provide an update on the Denver service to those who have pledged support. It will aim to inform them of the constraints of the industry and the progress.

F. Legislative Update: Mr. Werner provided an update on the following:

- Invitation to Governor Walz to Tour to ATCT: Dir. Anderson and Mr. Werner had a good meeting the Governor's staff and invited Governor Walz to tour the Tower. Mr. Werner noted that he hoped the Tower to be included on the Governor's list of capital projects in the next session.
- State PFAS Transition Workgroup Meeting Recap: Airports met with MNDOT, MPCA and others to kickoff this meeting to scope the work for the group. Mr. Werner noted that only one of over 500 airports has made the transition thus far. The 148th is leading the efforts here in Duluth.
- City Council Authorizes the DAA to execute State and Federal Grants in 2024: Mr. Werner noted that this is done every year and will update on approval status next month, but is not expecting any issues. This allows the DAA to keep pace with the FAA for grant turnaround requirements.
- Operations Study: This study was made available via a paper copy. It reflects the brief presented at the Strategic planning session. This will be used to create a phased plan which will likely be presented in Quarter One for how to implement their suggestions in conjunction with the Compensation Study.

G. Presentations/Tours/Travel Recap:

- NSR



H. **Other:** Mr. Werner provided an update on the following:

- Airport Sponsorship Transfer and Duluth City Code Chapter 4 Update: Mr. Werner shared that discussions have been happening between the City of Duluth and Legal Council about how to move forward with this. The Sponsor is responsible for grant assurance requirements and compliance with regulations. Currently, City of Duluth is the Sole Sponsor with DAA as a proxy for enforcement. If the City is amenable, this may change to DAA as the Sponsor. Mr. Werner noted that he is working with Mr. Enslin on the best course moving forward.
- Mr. Werner invited Mr. Mike Magni, President of Monaco Air, to present an update on Monaco Air Services.
 - Mr. Magni expressed his appreciation for being invited to present. Monaco is the Fixed Base Operator (FBO) at DLH.
 - Monaco was established in November of 2005 with the mission to “create a world class FBO with second-to-none customer service that exceeds every expectation”. Mr. Magni emphasized that customer service experience is their core.
 - Monaco operates 24/7 and has never closed. They currently employ 30+ professionals. Mr. Magni highly values the relationships with the Airport and the other Tenants and recognized that to be successful, all entities must work together.
 - Monaco has three main lines of Operations:
 - Airline/Charter/Cargo: includes fueling, de-icing, and first line maintenance. Mr. Magni noted that de-icing is likely the most challenging process they provide with lots of work to service equipment and proper training.
 - VIP/Private Air Travel/International Tech-stops: There was a new customer facility built in 2017 to focus on this VIP status. Duluth is ideally geographically situated for global travelers to refuel and clear customs. Monaco advertises that they can do a quick turn with customs and refueling in 20 minutes.
 - Military Support: This is the fastest area of growth currently as they have started doing the same refueling services they do for general aviation now for the military too. They also do large-scale training exercises, which can bring 50-100 people in for about 2 weeks, impacting the local economy beyond the airport. This included this summer when there were the 18 T-6 planes here for a month. Recently have entered a partnership with Camp Ripley since they have the gravel Assault Strip needed for qualifications, but don't have overnight accommodations.
 - Other operations include cold weather testing, aircraft ice testing programs, and cruise ship handlings.
 - Mr. Magni appreciated what the airport does to support their business, including the Cat D AARF, 10,000-foot runway, and no PPR requirements.
 - Mr. Magni noted that their biggest challenge is the size of aircraft. Intercontinental aircraft continues to increase, with a 30% larger wingspan than in 2005. A potential solution would be to expand the Monaco ramp to the north to continue to be able to accommodate these aircraft.
 - Looking to the future, Mr. Magni shared that the industry is looking at Advanced Air Mobility and automated air transportation systems, which will eventually impact all areas of air travel.



- Dir. Maki thanked everyone for their reviews and moved to item II of the agenda.

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

- A. Approval of October 17, 2023 Meeting Minutes
- Motion: Dir. O'Brien
 - Second: Dir. Henderson
 - Abstain: None
 - Result: This resolution was adopted unanimously

III. *DAA CASH DISBURSEMENTS

- A. Operating Check Register Sheets #27-30 of 2023; Operating ACH Payment Register #30-34 of 2023; Construction ACH Register #09 of 2023.

IV. *CORRESPONDENCE

- A. DLH Construction Newsletter:
- Dated October 13, 2023.
 - Dated October 20, 2023.
 - Dated October 27, 2023.
 - Dated November 3, 2023.
 - Dated November 10, 2023.
- B. DYT Construction Newsletter:
- Dated October 13, 2023.
 - Dated October 20, 2023.
 - Dated November 3, 2023.
- C. October 2023: Celebrating Process. Duluth Chamber Xpress.
- D. October 17, 2023: Direct Duluth to Florida Air Service To Return. KTCO.
- E. October 22, 2023: DLH: Direct Flights To Phoenix Not Returning, But Nonstop To Fort Myers Will. Fox21.
- F. October 22, 2023: Sun Country flights from Duluth to Fort Myers returning in 2024. Duluth News Tribune.
- G. October 23, 2023: Sun Country's Duluth to Fort Myers flights set to resume. WDIO.
- H. October 24, 2023: Direct flights from DLH to Fort Myers returns this winter. Northern News Now.
- I. October 24, 2023: Duluth Airport Prepares for Fort Myers Return, Control Tower Replacement. Fox21.
- J. November 1, 2023: October 2023 Monaco Air Foundation Report.
- K. November 1, 2023: Hermantown Hydraulics notice of termination of lease.
- L. November 3, 2023: DLH ATCT Project Update letter to Senator Hauschild.
- M. November 3, 2023: DLH ATCT Project Update letter to Representative Kozlowski.
- N. November 3, 2023: DLH ATCT Project Update letter to Senator McEwen.
- O. November 3, 2023: DLH ATCT Project Update letter to Representative Olson.
- P. November 3, 2023: DLH ATCT Project Update letter to Representative Zeleznikar.
- Q. November 8, 2023: American Airlines Dangles \$250,000 Bonuses to Poach FedEx and UPS Pilots. WSJ.
- R. November 8, 2023: Notice of Environmental Assessment. Construction of an Airport-owned Air Traffic Control Tower and Enabling Projects.



V. OPPORTUNITY FOR PERSONS TO BE HEARD

- A. None.

VI. OLD BUSINESS

- A. None.

VII. NEW BUSINESS

- A. Resolution to Approve Employee Incentive Awards for Mark Papko in the Amount of \$2500 in Accordance with Operating Policy #5.

- Mr. Werner recognized Mr. Papko for his tremendous work. Typically, there has only been one construction project per season, but with Mr. Papko's dedication, there have been more. Mr. Werner noted that the DAA is working to update existing infrastructure to meet future demands and Mr. Papko has been a tremendous asset in that work. Mr. Werner wholeheartedly recommended approval.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Anderson
 - Second: Dir. Hansen
 - Abstain: None
 - Result: This resolution was adopted unanimously.

- B. Resolution to Approve the 2024 Capital Improvement Plan for Duluth International Airport and Sky Harbor Airport

- Mr. Papko stated this was presented in draft form last month, but this is slightly more refined. Mr. Papko noted that funding for the Air Traffic Control Tower will be decided in Quarter 1. He noted that although Sky Harbor is listed in this CIP, that is wrapping up the Terminal and SRE Building projects, not new projects. Mr. Papko clarified that the Board approving this CIP allows for staff to move quickly throughout the year as grants become available. Individual Construction Contracts and Work Orders are still individually approved by the Board, as has been standard practice for DAA.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. O'Brien
 - Second: Dir. Markham
 - Abstain: None
 - Result: This resolution was adopted unanimously.

- Dirs. Anderson, Markham and O'Brien left the room at 9:24am. Dir. O'Brien returned at 9:26am.

- C. Resolution to Approve Work Order 2023 – 2 between the Duluth Airport Authority and EXP, Inc. for the Design of a New Air Traffic Control Tower.

- Mr. Papko shared that this is the final design work order for the Air Traffic Control Tower. EXP will also help onboard a CMAR, engage the stakeholders and public coordination plans. Mr. Papko invited Ms. Czaplewski to speak more about EXP's role and introduce the team.
- Ms. Horeya Czaplewski introduced Ms. Alzira Maldona Protsishin, Mr. Jeffrey Jakalski, and Mr. Phillip Scott. Ms. Czaplewski shared EXP's scope and services for this project.



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EXP will be providing architecture, structural engineering, mechanical, electrical, plumbing, security and telecommunications engineering.

- Public Outreach is also included in design, so EXP will interface with the community and stakeholders to ensure they are aware of updates and to solicit feedback.
- Ms. Czaplewski noted that the project schedule is extremely aggressive due to the FAA requirements, so the schedule will be updated as needed throughout the project.
- The project also includes Concept Design, Construction Document with review periods, and assistance with federal/state grants.
- Mr. Papko noted that there was an RFP process before selecting EXP, however there are limited comparable services since only five or six Towers are built each year across the country. Mr. Papko recommended approval.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Henderson
 - Second: Dir. Crawford.
 - Abstain: None
 - Result: This resolution was adopted unanimously by all present Directors.

D. Resolution to Approve Work Order 2023 – 17 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Design/Demolition of Hermantown Hydraulics.

- Mr. Papko shared that Hermantown Hydraulics has been selected as the site for the ATCT. This property has been slated for demolition and redesign for some time and the lease to Hermantown Hydraulics has been month to month since 2003. SEH has done much of the background research previously with their development of the master plan. Mr. Papko Recommended approval.
- Dir O'Brien asked if the \$89,000 price listed included overseeing the full demolition.
 - Mr. Papko clarified that this is for the design of the demolition. There are regulated materials in the building that will need to be considered during demolition (i.e., asbestos, lead). This design will greatly reduce actual demolition costs.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Crawford
 - Second: Dir. O'Brien
 - Abstain: None
 - Result: This resolution was adopted unanimously by all present Directors.

E. Resolution to Approve Amendment #1 to Work Order 2023-10 between Short Elliot Hendrickson, Inc. and the Duluth Airport Authority for the Design and Construction Administration of the Hangar 1 Rehabilitation – (Phase 1) at the Sky Harbor Airport.

- Mr. Papko shared that since the Sky Harbor hangar is attached to the GA terminal building, it is difficult to separate these projects. FAA became aware of the condition of the hangar and has stated that instead of only replacing some components, need to rehab the entire structure to reset the usable life of the building. Mr. Papko noted that this will be done in two phases. Phase one will replace the vapor barrier, insulation and interior liner panels, since the siding is already off the building. Phase two will include the hangar door and mechanical systems.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Hansen
 - Second: Dir. Henderson



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- Abstain: None
- Result: This resolution was adopted unanimously by all present Directors.

F. Resolution to Approve the Third Amendment to Operator Agreement and Office Space Lease Agreement by and Between Duluth Airport Authority and Lake Superior Helicopters.

- Ms. Kayser stated that Lake Superior Helicopters' lease is in the current Tower and set to expire at the end of the year. Due to the upcoming Tower projects and proposed demolition of the current tower, this Resolution is seeking to add language for a month-to-month provision. All other terms of the contract remain the same. The Rate increases annually by CPI.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. O'Brien
 - Second: Dir. Henderson
 - Abstain: None
 - Result: This resolution was adopted unanimously by all present Directors.

G. Resolution to Approve the 2024 Rates and Charges Addendum for DLH.

- Ms. Bodin reviewed changes in the Rates and Charges, including the airline rates increased by 6% per consultant recommendation, increased aircraft parking fees and fuel flowage by CIP, and increased hangar rental rates with the addition of tiers. She noted the tiers are still TBD and will come before the board at a later date. In discussion with Monaco, there has been the addition of the international arrival for FBO to eliminate confusion.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Henderson
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously by all present Directors.

H. Resolution to Approve the 2024 Rates and Charges Addendum for DYT.

- Ms. Bodin noted that this Rates and Charges Addendum has an added per vehicle rate, added operation agreement disclaimer to establish agreement, and an added QR code for ease of payment. Ms. Bodin recommended approval.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Crawford
 - Second: Dir. Hansen
 - Abstain: None
 - Result: This resolution was adopted unanimously by all present Directors.

I. Resolution to Approve the Duluth Airport Authority 2024 Annual Budget.

- Ms. Bodin noted that there were not many changes in this budget compared to the draft brought to the Board last month. She did meet with Dir. Henderson and went over the budget in detail. Ms. Bodin reminded the Board that this budget does use \$684,000 in cash reserves.
- Dir. Henderson stated that he had a great meeting with Ms. Bodin and was impressed with the due diligence by all DAA staff in looking for ways to increase revenue across all line items. Dir. Henderson commended Ms. Bodin for her great work on this budget.
- Dir. Maki entertained questions or a motion
 - Motion: Dir. Crawford



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- Second: Dir. O'Brien
- Abstain: None
- Result: This resolution was adopted unanimously by all present Directors.

- J. *September 2023 Financial Reports
- K. *November 2023 Accounts Receivable
- L. *October 2023 Airline Statistics, Landline Statistics

VIII. DIRECTOR'S REPORTS

- A. None

ADJOURN: The meeting was adjourned at 9:50 a.m.

Respectfully submitted,

Jenny Delnay
Administrative Coordinator

Tom
Werner

Digitally signed by
Tom Werner
Date: 2023.11.27
14:39:19 -06'00'

Approved: _____

DAA Executive Director

III. Cash Disbursements


Duluth Airport Authority DAA Operating Check Register #31-2023 November 17, 2023

Document Number From 11981 through 11995


Document Number	Date	Transaction Type	Payee	Amount
11981	11/17/2023	BILLPMT	AAAE Great Lakes Chapter	\$35.00
11982	11/17/2023	BILLPMT	Auto-Owner's Insurance	\$4,023.06
11983	11/17/2023	BILLPMT	Baker, Natalie	\$60.00
11984	11/17/2023	BILLPMT	City Of Duluth Comfort Systems	\$15,993.76
11985	11/17/2023	BILLPMT	Cossalter, Wade	\$300.00
11986	11/17/2023	BILLPMT	Duluth Lawn & Sport	\$2,571.09
11987	11/17/2023	BILLPMT	Essentia Health	\$586.00
11988	11/17/2023	BILLPMT	F.I. Salter Real Estate, Inc.	\$2,850.00
11989	11/17/2023	BILLPMT	Midway Ford Commercial	\$54,061.78
11990	11/17/2023	BILLPMT	Minnesota Power	\$27,605.23
11991	11/17/2023	BILLPMT	NAPA Auto Parts	\$86.69
11992	11/17/2023	BILLPMT	Northern Tool & Equipment	\$177.20
11993	11/17/2023	BILLPMT	St. Louis County	\$5,187.24
11994	11/17/2023	BILLPMT	Taylor, Dan	\$60.00
11995	11/17/2023	BILLPMT	United Truck Body Company, Inc.	\$11,082.58
			Total	\$124,679.63



Airport Director



City Treasury


Joelle Bodin (Nov 16, 2023 12:43 CST)


Finance Director

Tom Werner

Executive Director


Kim Maki (Nov 16, 2023 14:16 CST)

Board President


Jos Bailey (Nov 16, 2023 14:16 CST)

City Treasury












Operating Check Register #31-2023


Final Audit Report

2023-11-16

Created:	2023-11-16
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0SFcl9lLkw9eKBmghd6t0fUpxb2mI4G

"Operating Check Register #31-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-11-16 - 5:29:22 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-11-16 - 5:31:09 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-11-16 - 6:42:32 PM GMT- IP address: 174.213.242.77
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-11-16 - 6:43:05 PM GMT - Time Source: server- IP address: 174.213.242.77
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-11-16 - 6:43:06 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-11-16 - 7:50:49 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-11-16 - 7:51:00 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-11-16 - 7:51:01 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-11-16 - 8:15:42 PM GMT- IP address: 166.196.110.33
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-11-16 - 8:16:05 PM GMT- IP address: 166.196.110.33
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-11-16 - 8:16:07 PM GMT - Time Source: server- IP address: 166.196.110.33

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-11-16 - 8:16:08 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-11-16 - 8:16:49 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-16 - 8:16:55 PM GMT - Time Source: server- IP address: 156.99.162.253


 Agreement completed.

2023-11-16 - 8:16:55 PM GMT

**Duluth Airport Authority
DAA Operating Check Register #32-2023
December 1, 2023**

Document Number From 11996 through 12006

Document Number	Date	Transaction Type	Payee	Amount
11996	12/1/2023	CHK	Citi Cards	\$7,845.34
11997	12/1/2023	BILLPMT	Curtis Oil & Propane	\$297.70
11998	12/1/2023	BILLPMT	Duluth Area Chamber Of Commerce	\$4,000.00
11999	12/1/2023	BILLPMT	Engelmeier, Roger	\$160.01
12000	12/1/2023	BILLPMT	iFIDS.com Inc.	\$125.00
12001	12/1/2023	BILLPMT	Linde Gas & Equipment Inc.	\$247.80
12002	12/1/2023	BILLPMT	NAPA Auto Parts	\$36.71
12003	12/1/2023	BILLPMT	Pro Tire	\$376.92
12004	12/1/2023	BILLPMT	Quadient Leasing USA, Inc.	\$265.86
12005	12/1/2023	BILLPMT	University of Minnesota	\$6,500.00
12006	12/1/2023	CHK	WF Bus Payment Processing - Tom	\$1,140.64
Total				\$20,995.98



Joelle Bodin (Nov 30, 2023 11:32 CST)
Finance Director


Airport Director


City Treasury

Tom Werner
Executive Director


Kim Maki (Nov 30, 2023 13:14 CST)
Board President


John Bailey (Nov 30, 2023 13:19 CST)
City Treasury












Operating Check Register #32-2023


Final Audit Report

2023-11-30

Created:	2023-11-30
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADsAZSe-EiX81tHtpNSvAMSJHmwqoke96

"Operating Check Register #32-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-11-30 - 5:24:45 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-11-30 - 5:25:59 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-11-30 - 5:31:51 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-11-30 - 5:32:10 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-11-30 - 5:32:11 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-11-30 - 6:53:01 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-11-30 - 6:53:21 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-11-30 - 6:53:22 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-11-30 - 7:14:21 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-11-30 - 7:14:37 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-11-30 - 7:14:39 PM GMT - Time Source: server- IP address: 207.171.103.126

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-11-30 - 7:14:40 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-11-30 - 7:19:49 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-30 - 7:19:57 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-11-30 - 7:19:57 PM GMT

**Duluth Airport Authority
DAA Operating Check Register #33-2023
December 8, 2023**

Document Number From 12007 through 12016

Document Number	Date	Transaction Type	Payee	Amount
12007	12/8/2023	BILLPMT	AT&T Mobility	\$323.30
12008	12/8/2023	BILLPMT	Blaine Brothers Maintenance , Inc.	\$91.33
12009	12/8/2023	BILLPMT	City Of Duluth Comfort Systems	\$835.68
12010	12/8/2023	BILLPMT	Denny's Lawn And Garden	\$340.86
12011	12/8/2023	BILLPMT	Diamond Mowers, Inc.	\$883.84
12012	12/8/2023	BILLPMT	Flight Light INC.	\$430.02
12013	12/8/2023	BILLPMT	Minnesota Power	\$12,295.33
12014	12/8/2023	BILLPMT	MN Dept of Labor and Industry	\$700.00
12015	12/8/2023	BILLPMT	Nextera Communications	\$1,236.08
12016	12/8/2023	BILLPMT	U.S. Customs and Border Protection	\$33,582.10
Total				\$50,718.54


Joelle Bodin (Dec 10, 2023 20:34 CST)

Finance Director

Tom Werner

Executive Director


Kim Maki (Dec 11, 2023 09:00 CST)

Board President


Jos Bailey (Dec 11, 2023 09:59 CST)

City Treasury


Airport Director


City Treasury












Operating Check Register #33-2023


Final Audit Report

2023-12-11


Created:	2023-12-10
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaMJwM-ZWPNaUD6-kS6YX3gTF8GXWN3h3

"Operating Check Register #33-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-12-10 - 11:40:05 PM GMT- IP address: 67.3.107.16
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-12-10 - 11:41:49 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-12-11 - 2:33:56 AM GMT- IP address: 174.213.245.37
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-12-11 - 2:34:34 AM GMT - Time Source: server- IP address: 174.213.245.37
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-12-11 - 2:34:35 AM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-12-11 - 1:36:39 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-12-11 - 1:36:55 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-12-11 - 1:36:56 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-12-11 - 2:59:44 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-12-11 - 2:59:58 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-12-11 - 3:00:00 PM GMT - Time Source: server- IP address: 207.171.103.126

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-12-11 - 3:00:01 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-12-11 - 3:59:23 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-12-11 - 3:59:35 PM GMT - Time Source: server- IP address: 156.99.162.253


 Agreement completed.

2023-12-11 - 3:59:35 PM GMT

**DAA Operating ACH Payment Register #35-2023
November 17, 2023**

Confirmation #3200092

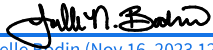
Document Number	Date	Transaction Type	Payee	Amount
00000102/1	11/17/2023	BILLPMT	1 MediaUSA Advertising Inc	\$1,115.00
00000102/10	11/17/2023	BILLPMT	Graves, John	\$60.00
00000102/11	11/17/2023	BILLPMT	Guardian Pest Solutions	\$53.94
00000102/12	11/17/2023	BILLPMT	Guardian Pest Solutions	\$79.41
00000102/13	11/17/2023	BILLPMT	Guardian Pest Solutions	\$78.08
00000102/14	11/17/2023	BILLPMT	H&L Mesabi	\$1,300.00
00000102/15	11/17/2023	BILLPMT	Hermantown Hydraulics, LLC	\$523.08
00000102/16	11/17/2023	BILLPMT	Jamar Company	\$7,675.00
00000102/17	11/17/2023	BILLPMT	Jamar Company	\$69,500.00
00000102/18	11/17/2023	BILLPMT	Kayser, Jana	\$60.00
00000102/19	11/17/2023	BILLPMT	Kleen-Tech	\$21,621.00
00000102/2	11/17/2023	BILLPMT	ADB SAFEGATE	\$650.13
00000102/20	11/17/2023	BILLPMT	Kraemer Construction, Inc.	\$950.00
00000102/21	11/17/2023	BILLPMT	Leon, Kathy	\$60.00
00000102/22	11/17/2023	BILLPMT	Lift Pro	\$13.92
00000102/23	11/17/2023	BILLPMT	Lift Pro	\$720.72
00000102/24	11/17/2023	BILLPMT	Menards - Hermantown	\$31.34
00000102/25	11/17/2023	BILLPMT	Menards - Hermantown	\$34.72
00000102/26	11/17/2023	BILLPMT	Menards - Hermantown	\$39.88
00000102/27	11/17/2023	BILLPMT	Menards - Hermantown	\$7.65
00000102/28	11/17/2023	BILLPMT	Menards - Hermantown	\$77.21
00000102/29	11/17/2023	BILLPMT	Menards - Hermantown	\$144.58
00000102/3	11/17/2023	BILLPMT	ADB SAFEGATE	\$4,586.96
00000102/30	11/17/2023	BILLPMT	Oberon3, Inc.	\$126.00
00000102/31	11/17/2023	BILLPMT	Papko, Mark	\$60.00
00000102/32	11/17/2023	BILLPMT	Peterson Excavating & Landscaping	\$13,223.53
00000102/33	11/17/2023	BILLPMT	Pomp's Tire Service, Inc.	\$757.24
00000102/34	11/17/2023	BILLPMT	Red Rock Precast LLC	\$1,447.50
00000102/35	11/17/2023	BILLPMT	Sinnott, Paul	\$60.00
00000102/36	11/17/2023	BILLPMT	Snell, Matthew J	\$60.00
00000102/37	11/17/2023	BILLPMT	State Supply	\$335.52
00000102/38	11/17/2023	BILLPMT	Viking Industrial Center	\$180.00
00000102/39	11/17/2023	BILLPMT	Welch, Ryan	\$60.00
00000102/4	11/17/2023	BILLPMT	Bodin, Joelle	\$60.00
00000102/40	11/17/2023	BILLPMT	Werner, Thomas	\$60.00
00000102/41	11/17/2023	BILLPMT	Windcave Inc.	\$305.40
00000102/42	11/17/2023	BILLPMT	Ziegler, Inc.	\$2,236.94
00000102/43	11/17/2023	BILLPMT	Ziegler, Inc.	\$60.75
00000102/44	11/17/2023	BILLPMT	Ziegler, Inc.	\$25.05
00000102/5	11/17/2023	BILLPMT	Border States	\$33.78
00000102/6	11/17/2023	BILLPMT	Century Link	\$72.00
00000102/7	11/17/2023	BILLPMT	Century Link	\$72.00
00000102/8	11/17/2023	BILLPMT	Durfee, Tristan	\$60.00
00000102/9	11/17/2023	BILLPMT	Grainger, Inc.	\$152.33
			Total	\$128,830.66



Airport Director



City Treasury



[Joelle Bodin \(Nov 16, 2023 12:45 CST\)](#)

Finance Director

Tom Werner

Executive Director



[Kim Maki \(Nov 16, 2023 14:13 CST\)](#)

Board President



[John Bailey \(Nov 16, 2023 14:13 CST\)](#)

City Treasury












Operating ACH Payment Register #35-2023


Final Audit Report

2023-11-16


Created:	2023-11-16
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoKrcIkxbuZqX4r465pGnRmGtllMPllrb

"Operating ACH Payment Register #35-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-11-16 - 5:18:08 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-11-16 - 5:20:24 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-11-16 - 6:44:39 PM GMT- IP address: 174.213.242.77
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-11-16 - 6:45:09 PM GMT - Time Source: server- IP address: 174.213.242.77
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-11-16 - 6:45:10 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-11-16 - 7:48:31 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-11-16 - 7:50:20 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-11-16 - 7:50:21 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-11-16 - 8:12:35 PM GMT- IP address: 166.196.110.33
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-11-16 - 8:13:14 PM GMT- IP address: 166.196.110.33
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-11-16 - 8:13:16 PM GMT - Time Source: server- IP address: 166.196.110.33

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-11-16 - 8:13:17 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-11-16 - 8:13:44 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-16 - 8:13:56 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-11-16 - 8:13:56 PM GMT

DAA Operating ACH Payment Register #36-2023 November 24, 2023

Confirmation #3260236

Document Number	Date	Transaction Type	Payee	Amount
00000103/1	11/24/2023	BILLPMT	1 Giant Voices LLC	\$10,802.36
00000103/10	11/24/2023	BILLPMT	Landrum and Brown, Incorporated	\$2,000.00
00000103/11	11/24/2023	BILLPMT	Menards - Hermantown	\$44.57
00000103/12	11/24/2023	BILLPMT	Menards - Hermantown	\$97.50
00000103/13	11/24/2023	BILLPMT	Menards - Hermantown	\$102.48
00000103/14	11/24/2023	BILLPMT	Menards - Hermantown	\$40.46
00000103/15	11/24/2023	BILLPMT	Menards - Hermantown	\$30.56
00000103/16	11/24/2023	BILLPMT	Metro Sales, Inc.	\$252.69
00000103/17	11/24/2023	BILLPMT	Snell, Matthew J	\$103.44
00000103/18	11/24/2023	BILLPMT	Snell, Matthew J	\$122.37
00000103/19	11/24/2023	BILLPMT	Snell, Matthew J	\$48.04
00000103/2	11/24/2023	BILLPMT	1 MediaUSA Advertising Inc	\$1,115.00
00000103/20	11/24/2023	BILLPMT	Swim Creative	\$249.99
00000103/21	11/24/2023	BILLPMT	Techniques Inc	\$1,818.89
00000103/3	11/24/2023	BILLPMT	Airport Signs & Graphics	\$90.00
00000103/4	11/24/2023	BILLPMT	Citon	\$79.03
00000103/5	11/24/2023	BILLPMT	General Security Services Corporation	\$24,796.02
00000103/6	11/24/2023	BILLPMT	General Security Services Corporation	\$1,822.20
00000103/7	11/24/2023	BILLPMT	Giant Voices LLC	\$1,275.00
00000103/8	11/24/2023	BILLPMT	Grainger, Inc.	\$57.24
00000103/9	11/24/2023	BILLPMT	Innovational Water Solutions, Inc.	\$148.00
Total				\$45,095.84



Airport Director



City Treasury


Joelle Bodin (Nov 22, 2023 13:25 CST)

Finance Director

Tom Werner

Executive Director


Kim Maki (Nov 22, 2023 13:51 CST)

Board President


Jos Bailey (Nov 22, 2023 13:58 CST)

City Treasury












Operating ACH Payment Register #36-2023


Final Audit Report

2023-11-22

Created:	2023-11-22
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87eW19S74SH7R1QbwrDyeZOI6Bjoveuc

"Operating ACH Payment Register #36-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-11-22 - 5:45:44 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2023-11-22 - 5:47:10 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2023-11-22 - 7:24:54 PM GMT- IP address: 173.26.2.249
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-11-22 - 7:25:06 PM GMT - Time Source: server- IP address: 173.26.2.249
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2023-11-22 - 7:25:07 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2023-11-22 - 7:45:23 PM GMT- IP address: 174.229.176.255
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-11-22 - 7:45:58 PM GMT - Time Source: server- IP address: 174.229.176.255
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-11-22 - 7:45:59 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-11-22 - 7:51:04 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-11-22 - 7:51:42 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-11-22 - 7:51:44 PM GMT - Time Source: server- IP address: 207.171.103.126

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-11-22 - 7:51:45 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-11-22 - 7:58:31 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-22 - 7:58:43 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-11-22 - 7:58:43 PM GMT

**DAA Operating ACH Payment Register #37-2023
December 1, 2023**

Confirmation #3340148

Document Number	Date	Transaction Type	Payee	Amount
00000104/1	12/1/2023	BILLPMT	ADK Consulting, Inc.	\$14,089.11
00000104/10	12/1/2023	BILLPMT	Menards - Hermantown	\$8.77
00000104/11	12/1/2023	BILLPMT	Menards - Hermantown	\$5.99
00000104/12	12/1/2023	BILLPMT	Menards - West Duluth	\$87.71
00000104/13	12/1/2023	BILLPMT	Mike's Signs	\$30.00
00000104/14	12/1/2023	BILLPMT	Mike's Signs	\$200.00
00000104/15	12/1/2023	BILLPMT	Sinnott, Paul	\$70.00
00000104/16	12/1/2023	BILLPMT	State Supply	\$34.22
00000104/17	12/1/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$599.90
00000104/18	12/1/2023	BILLPMT	Ziegler, Inc.	\$51.25
00000104/2	12/1/2023	BILLPMT	ADK Consulting, Inc.	\$8,000.00
00000104/3	12/1/2023	BILLPMT	Anderson, Derek	\$164.00
00000104/4	12/1/2023	BILLPMT	Grainger, Inc.	\$193.99
00000104/5	12/1/2023	BILLPMT	Jamar Company	\$2,160.00
00000104/6	12/1/2023	BILLPMT	Kraemer Construction, Inc.	\$210.00
00000104/7	12/1/2023	BILLPMT	Menards - Hermantown	\$54.97
00000104/8	12/1/2023	BILLPMT	Menards - Hermantown	\$49.95
00000104/9	12/1/2023	BILLPMT	Menards - Hermantown	\$46.96
Total				\$26,056.82



Airport Director



City Treasury


Joelle Bodin (Nov 30, 2023 11:25 CST)

Finance Director

Tom Werner

Executive Director


Kim Maki (Nov 30, 2023 12:49 CST)

Board President


Jos Bailey (Nov 30, 2023 13:27 CST)

City Treasury












Operating ACH Payment Register #37-2023


Final Audit Report

2023-11-30


Created:	2023-11-30
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACvbcnyt-RyKRtKlc2w8lwrachWmRKjqD

"Operating ACH Payment Register #37-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
2023-11-30 - 5:20:26 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
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2023-11-30 - 5:25:10 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
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-  Document e-signed by Tom Werner (twerner@duluthairport.com)
Signature Date: 2023-11-30 - 5:25:47 PM GMT - Time Source: server- IP address: 174.229.178.4
-  Document emailed to makik@stlouiscountymn.gov for signature
2023-11-30 - 5:25:48 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-11-30 - 6:48:45 PM GMT- IP address: 207.171.103.126
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-11-30 - 6:49:03 PM GMT- IP address: 207.171.103.126
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-11-30 - 6:49:05 PM GMT - Time Source: server- IP address: 207.171.103.126

 Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature

2023-11-30 - 6:49:06 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-11-30 - 7:09:33 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-30 - 7:27:26 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-11-30 - 7:27:26 PM GMT

**DAA Operating ACH Payment Register #38-2023
December 8, 2023**

Confirmation #3410339


Document Number	Date	Transaction Type	Payee	Amount
00000105/1	12/8/2023	BILLPMT	1 MediaUSA Advertising Inc	\$1,115.00
00000105/10	12/8/2023	BILLPMT	Schindler Elevator Corp	\$1,397.83
00000105/11	12/8/2023	BILLPMT	Shel/Don Group Inc.	\$54.73
00000105/12	12/8/2023	BILLPMT	Sunbelt Rentals	\$1,129.67
00000105/13	12/8/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$498.82
00000105/14	12/8/2023	BILLPMT	Waste Management of WI-MN	\$2,517.12
00000105/15	12/8/2023	BILLPMT	Ziegler, Inc.	\$1,318.08
00000105/2	12/8/2023	BILLPMT	Benson Electric Company	\$2,940.66
00000105/3	12/8/2023	BILLPMT	Hotsy Minnesota	\$1,196.08
00000105/4	12/8/2023	BILLPMT	Inter City Oil (ICO)	\$27,265.98
00000105/5	12/8/2023	BILLPMT	Kraemer Construction, Inc.	\$50.00
00000105/6	12/8/2023	BILLPMT	Lift Pro	\$13.92
00000105/7	12/8/2023	BILLPMT	Menards - Hermantown	\$531.47
00000105/8	12/8/2023	BILLPMT	Northern Engine & Supply	\$123.20
00000105/9	12/8/2023	BILLPMT	Paul Bunyan Communications	\$3,460.00
Total				\$43,612.56



Airport Director



City Treasury



Joelle Bodin (Dec 7, 2023 14:28 CST)

Finance Director


Tom Werner

Executive Director



Kim Maki (Dec 8, 2023 08:57 CST)

Board President



Jos Bailey (Dec 11, 2023 08:08 CST)

City Treasury












Operating ACH Payment Register #38-2023


Final Audit Report

2023-12-11

Created:	2023-12-07
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7e1LIO6jM6RL0WZOWzpHDVmEZ7pDZzWb

"Operating ACH Payment Register #38-2023" History


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2023-12-07 - 8:24:47 PM GMT
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2023-12-07 - 8:28:08 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2023-12-07 - 8:28:28 PM GMT - Time Source: server- IP address: 205.149.151.193
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2023-12-08 - 1:40:33 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
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2023-12-08 - 1:40:51 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2023-12-08 - 2:36:06 PM GMT- IP address: 166.196.110.64
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2023-12-08 - 2:57:30 PM GMT- IP address: 166.196.110.64
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2023-12-08 - 2:57:32 PM GMT - Time Source: server- IP address: 166.196.110.64

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2023-12-08 - 2:57:33 PM GMT

 Email viewed by Josh Bailey (jbailey@duluthmn.gov)

2023-12-11 - 2:08:19 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-12-11 - 2:08:35 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-12-11 - 2:08:35 PM GMT

Duluth Airport Authority
DAA Construction ACH Payment Register #10-2023
November 17, 2023

Confirmation #3200049

Document Number	Date	Transaction Type	Payee	Amount
00000101/1	11/17/2023	BILLPMT	1 Kraus Anderson Construction Co	\$42,141.83
00000101/10	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$63,770.00
00000101/11	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$17,730.00
00000101/12	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$15,460.00
00000101/2	11/17/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$1,404,907.54
00000101/3	11/17/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$341,124.43
00000101/4	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$3,145.00
00000101/5	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$60,290.00
00000101/6	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$11,710.00
00000101/7	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$26,450.00
00000101/8	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$2,660.00
00000101/9	11/17/2023	BILLPMT	1 Short Elliott Hendrickson	\$32,350.00
Total				\$2,021,738.80



 Airport Director



 City Treasury



 Joelle Bodin (Nov 16, 2023 12:44 CST)

Finance Director

Tom Werner

Executive Director



 Kim Maki (Nov 16, 2023 14:14 CST)

Board President



 Jos Bailey (Nov 16, 2023 14:15 CST)

City Treasury












Construction ACH Payment Register #10-2023


Final Audit Report

2023-11-16

Created:	2023-11-16
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4_JOrqZotQfEec213lcY1kGXTM8kWkFE

"Construction ACH Payment Register #10-2023" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
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2023-11-16 - 7:50:27 PM GMT- IP address: 205.149.151.193
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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)
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2023-11-16 - 8:14:43 PM GMT

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2023-11-16 - 8:15:30 PM GMT- IP address: 156.99.162.253

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2023-11-16 - 8:15:38 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-11-16 - 8:15:38 PM GMT

**Duluth Airport Authority
DAA Construction ACH Payment Register #11-2023
December 12, 2023**

Confirmation #3450271

Document Number	Date	Transaction Type	Payee	Amount
00000106/1	12/12/2023	BILLPMT	1 A. G. O'Brien Plumbing & Heating	\$307.50
00000106/2	12/12/2023	BILLPMT	1 Duluth Electrical Contracting, Inc.	\$5,125.00
00000106/3	12/12/2023	BILLPMT	1 Radotich, Inc.	\$95,635.75
00000106/4	12/12/2023	BILLPMT	1 Ulland Brothers, Inc.	\$15,875.50
00000106/5	12/12/2023	BILLPMT	1 WSB, LLC	\$2,783.87
Total				\$119,727.62



Airport Director



City Treasury



Joelle Bodin (Dec 11, 2023 16:15 CST)

Finance Director

Tom Werner

Executive Director



Kim Maki (Dec 11, 2023 20:47 CST)

Board President



Jos Bailey (Dec 12, 2023 08:12 CST)

City Treasury












Construction ACH Payment Register #11-2023


Final Audit Report

2023-12-12

Created:	2023-12-11
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0pY4UMUOI-rdV1Cywml-qzX4EEAjK2RR

"Construction ACH Payment Register #11-2023" History


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-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
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2023-12-12 - 2:12:18 PM GMT- IP address: 156.99.162.253

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Signature Date: 2023-12-12 - 2:12:26 PM GMT - Time Source: server- IP address: 156.99.162.253

 Agreement completed.

2023-12-12 - 2:12:26 PM GMT



Construction Newsletter

Duluth International Airport (DLH)

Weekly Update - November 17, 2023

Taxiway A - Phase 2A and 2B Reconstruction

Airfield construction wrapped up on Wednesday of this week and airfield operations have returned to normal. The contractor was able to stabilize the infield areas with hydromulch and airfield markings, signage, and lighting have returned to normal conditions as well. Helicopter markings have been repainted on the Tower Ramp and you will see that there are now four helicopter parking spots available.





Taxiway A - Phase 3 and Taxiway C South Reconstruction

Taxiway A Phase 3 and Taxiway C South reconstruction is anticipated to start next spring, following the 2024 Air Show. Additional information regarding the 2024 airfield construction projects will be shared in the coming months.

Ranch Hangar Construction Progress

Building erection will continue all next week. Crane activity will continue as well.

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 be sure to 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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**INTERNATIONAL
AIRPORT**

Travel Globally. Fly Locally.



Duluth International Airport

(218) 727-2968

daa@duluthairport.com



Construction Newsletter

Sky Harbor Airport (DYT)

November 17, 2023

Terminal Building and SRE Building Construction

Terminal Building construction is seeing significant progress, as the majority of the foundation footings, piers and walls will be poured and completed by early next week. The site utilities will be completed by the end of November, with backfilling of the site at that time.

The SRE Building project has also made significant headway. The retaining wall on the backside of the site is complete, along with all underground utilities. The building excavation has begun, and foundation footings and walls will be poured by the end of November.



Terminal building construction progress



SRE 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



Duluth Sky Harbor Airport 5000 Minnesota Ave Duluth, MN 55802 USA
(218) 733-0078
tdurfee@duluthairport.com
<http://www.skyharbor.duluthairport.com>

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe from this list](#).

Jenny Delnay

From: Natalie Baker
Sent: Monday, December 11, 2023 10:48 AM
To: Jenny Delnay
Subject: FW: SCASD Denver Grant Update

From: Natalie Baker <nbaker@duluthairport.com>
Sent: Thursday, November 30, 2023 1:01 PM
To: Natalie Baker <nbaker@duluthairport.com>
Subject: SCASD Denver Grant Update

Good Afternoon,

The Duluth Airport Authority would like to thank you for your continued support of Duluth International Airport's application for the Small Community Air Service Development (SCASD) grant for direct service to Denver. Since receiving the official grant award from the Department of Transportation, our team has been hard at work to make this direct service a reality. We have continued working to identify and confirm a carrier and have received an updated letter of support from SkyWest to provide this service.

The airline industry, like other industries, is facing a large workforce shortage. The lack of available pilots due to encouraged early retirements and the cutting of crews as a cost-saving measure during the pandemic is keeping airplanes grounded. As passenger demand has returned to pre-pandemic levels, the supply of available pilots has made the growth of new routes in regional markets a challenge. While the airline industry has invested heavily in retaining existing crew and training new pilots, we still have challenging months ahead before a new route, like direct service to Denver, will become a reality.

We remain positive that a direct-to-Denver service will come to this market. The DAA team will continue to monitor industry conditions and look for new opportunities to partner with airlines poised to expand in our market. Thank you for your support of air service expansion that supports business growth and enhancements of the quality of life for the families of the region.

Sincerely,

Natalie Baker, C.M.
Director of Communication and Marketing
Duluth Airport Authority
(218) 625-7768



Jenny Delnay

From: Don Monaco <donm@monacoairduluth.com>
Sent: Friday, December 1, 2023 8:10 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: November, 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 November 2023 Activities

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

Duluth Area Chamber Foundation: Discussions are underway with the Duluth Area Chamber Foundation to merge the Monaco Air Foundation funds, obligations, and charter into a Monaco Air designated fund managed by the Duluth Area Chamber Foundation effective December 31, 2023. This designated fund would continue supporting the Duluth Airport Authority and the local aviation community in the same manner the Monaco Air Foundation has provided since its inception in 2007. I will be discussing the merger with the Board at the December 19th Board meeting.

Other Initiatives: The Foundation welcomes requests from the Board for initiatives the Board would like the Foundation to consider.

Please let me know if you have any questions about this month's report.

Respectfully submitted,

Don Monaco

President

Monaco Air Foundation, Inc.

4535 Airport Approach Road

Duluth, MN 55811

Phone: 218-727-2911

Mobile: 630-728-5571

Fax: 218-336-0001

donm@monacoairduluth.com

www.monacoairduluth.com



VII. - A.

DULUTH AIRPORT AUTHORITY

**Duluth Airport Authority Resolution Authorizing a Project Labor Agreement to be Included in the Construction of the Duluth International Airport's New Air Traffic Control Tower
December 19, 2023**

WHEREAS, the Duluth International Airport's Air Traffic Control Tower is beyond its useful life and is in need of replacement; and

WHEREAS, the Duluth Airport Authority (DAA) will own the new air traffic control tower and is preparing to construct the new facility; and

WHEREAS, the DAA recognizes that project labor agreements promote timely completion of projects at or under budget and provide a reliable source of highly skilled workers; and

WHEREAS, the DAA desires to engage local, highly-skilled trade labor whenever possible in the building of the new air traffic control tower; and

WHEREAS, the DAA directs its construction manager to execute a project labor agreement that demonstrates the Authority's commitment to employing highly-skilled trades in the construction of a new air traffic control tower; and

NOW, THEREFORE, BE IT RESOLVED, that the DAA Board of Directors authorizes a project labor agreement be included in the construction of the Duluth International Airport's new air traffic control tower.

President
Duluth Airport Authority

Date

Secretary
Duluth Airport Authority

Date

WHY PUBLIC SECTOR PROJECT LABOR AGREEMENTS ARE GOOD FOR LOCAL GOVERNMENTS

- ❖ *Why are public sector project labor agreements (PLAs) needed?* PLAs are valuable tools for public project owners – including cities, counties, school districts, and other political subdivisions – that help ensure construction projects are completed on-time and on-budget, without delays and unexpected costs.
- ❖ *How do public sector PLAs benefit project owners?* PLAs ensure a steady supply of skilled labor, provide an efficient means of resolving disputes over labor conditions, and coordinate the work of multiple crafts. PLAs are designed to: save money for the project owner and the taxpayer, provide fair and safe working conditions, and to meet the particular needs of the project and project owner.
- ❖ *What is a public sector PLA?* A PLA is a type of pre-hire agreement between the owner, project manager, or general contractor and labor organizations for work done on a construction project. PLAs govern wages, benefits, and working conditions for workers on a specific project, provide for referrals of skilled labor from union hiring halls, prevent work stoppages of any kind, and provide for efficient arbitration to resolve disputes over labor conditions.
- ❖ *Are public sector PLAs legal?* Yes. The United States Supreme Court and the Minnesota Court of Appeals have upheld these agreements. See Building and Construction Trades Council v. Associated Builders and Contractors, 507 U.S. 218 (1993); Queen City Constr., Inc. v. City of Rochester, 604 N.W.2d 368 (Minn.App.1999).
- ❖ *How common are public sector PLAs?* They are not only legal, but common in Minnesota. Examples of projects built with a public sector PLA include: the Rochester Civic Center, the Anoka/Hennepin School District new high school and elementary school projects, the Metrodome, the Minneapolis Convention Center, the Hennepin County Government Center, and the St. Paul Civic Center.
- ❖ *Can any contractor bid under a public sector PLA?* Yes. Both union and non-union contractors can submit a successful bid. The non-union contractor does not have to “become union,” but only is required to abide by the terms and conditions of the PLA for the duration of the project.
- ❖ *Do non-union contractors have to “double pay” fringe benefits under a public sector PLA?* No. Employers have the option not to pay into the local union fringe benefit funds. Instead, they can pay into a Health Reimbursement Arrangement (HRA) plan if they so choose. The amount of the payment to the HRA is the difference between the employer’s bona fide fringe benefit costs and the contribution rates for the local union plans. This ensures that non-union contractors are on a level playing field on public sector PLA projects and that all of their benefits payments inure only to the benefit of the non-union contractor’s named employees.

VII. - B.

Duluth Airport Authority
Kernz & Kompany
Duluth Air & Aviation Expo
Air Show and Exhibition Agreement

Terms:

- Base Term: January 1, 2025 to December 31, 2026
- Option Term: Two additional one-year option terms

Background:

- Kern & Kompany puts on the Duluth Air & Aviation Expo at DLH that has become an annual event.
- DAA property and equipment are used for airfield access, parking, staging, volunteering, vendors & aircraft parking.
- DAA staff assists with security, Air Show set up, operations during Air Show and post Air Show clean up.

Agreement Overview:

- Fee structure in place as cost recovery for most DAA staff time dedicated to event.
- Fee increases annually based on union annual wage increase percentage.

Why were the changes in key terms needed/wanted?

- Current agreement was set to expire after 2024 Air Show.
- DAA wanted protection of construction project schedules to prevent any delays in projects or funding that may need to be scheduled during the summer months.

**DULUTH AIRPORT AUTHORITY
KERNZ & KOMPANY, INC.
DULUTH AIR & AVIATION EXPO
AIR SHOW AND EXHIBITION AGREEMENT**

The parties to this Agreement are the DULUTH AIRPORT AUTHORITY, hereinafter referred to as "Authority", and KERNZ & KOMPANY, INC., a Corporation under the laws of the State of Minnesota and DULUTH AIR & AVIATION EXPO, an unincorporated association, jointly and severally, both and each of which are hereinafter referred to as "Kernz."

THE PARTIES acknowledge the following:

Authority is a public body charged with the operation of Duluth International Airport, located in the County of St. Louis, State of Minnesota, and with the promotion of aviation in the area; and Kernz has among its objectives the general promotion of aviation in the area; and Kernz is desirous of promoting major events consisting of Air Shows and Exhibitions at the Duluth International Airport, the initial one which is anticipated to be held in the summer of 2025, although the parties acknowledge that this time may change; each individual event jointly hereinafter referred to as "the Air Show and Exhibition"; and

Authority is desirous of cooperating with Kernz under the terms and conditions of this Agreement.

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

**SECTION 1
DEFINITIONS**

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

- A. Airport: shall mean Duluth International Airport located in the City of Duluth, County of St. Louis, State of Minnesota as identified in Exhibit A.
- B. Air Show: shall mean a public entertainment event involving the exhibiting of flying skills by various persons and entities under the control of Kernz occurring on the Airport and in the air space over and adjacent to the Airport.
- C. Common Facilities: shall refer to those public portions of the Airport not under lease to any specific tenant or subtenant to which members of the general public have access.
- D. Consent or Approval of Authority and of Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document dated and signed by the Executive Director or his designee.
- E. Exhibition: shall mean the static display of aircraft and of equipment and paraphernalia related to aviation, together with support facilities therefore, such as concessions, sanitary facilities and emergency medical facilities.
- F. Licensed Premises: shall refer to those airside and landside premises licensed to the use of Kernz for Exhibition and Air Show purposes as shown on Exhibit B hereto.
- G. Leasehold Improvements: shall refer collectively to all items located on and within

the Licensed Premises provided or purchased by Kernz including but not limited to any structures together with any decorations, partitions, wiring, lighting and plumbing fixtures, piping, finished ceilings, ventilation ductwork, grills, floors and wall coverings, heaters, cabinets, lockers, sinks, counters, chairs, other furniture and signs.

- H. Notices to Airmen (NOTAM): A NOTAM is a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) the timely knowledge of which is essential to personnel concerned with flight operations.
- I. Temporary Flight Restriction (TFR): is a type of Notices to Airmen (NOTAM). A TFR defines an area restricted to air travel due to a hazardous condition, a special event, or a general warning for the entire Federal Aviation Administration airspace.

SECTION 2 PREMISES

- A. Licensed Premises
Authority does hereby grant to Kernz a non-exclusive license to use the Licensed Premises as shown on Exhibit B as may be amended from time to time by the Executive Director, attached hereto and made a part hereof solely for the purpose of conducting the Air Show and Exhibition under the terms and conditions of this Agreement. At all times the Licensed Premises are subject to the oversight and control of the Authority. In the event that the Executive Director amends the Licensed Premises, the Authority will advise Kernz in writing a minimum one hundred twenty (120) days prior to the commencement of the Air Show and Exhibition and provide an amended Exhibit B which shall be substituted as part of the Agreement not requiring an amendment.
- B. Early Access
In the event that Kernz desires to have early access to the Licensed Premises, it may submit a written request to the Executive Director to approve such early access outlining the specific area to be included, the desired timeline, and the rationale for the request. The granting of such early access shall be in writing at the sole discretion of the Executive Director and upon such terms and conditions as the Director shall prescribe. Any right of early access so granted shall be limited by the specific request and will not apply to any subsequent event, if any.
- C. Common Facilities
In addition to the foregoing, Authority does hereby grant to Kernz and to its members and customers non-exclusive access to the Common Facilities.
- D. Limited Rights Granted
The rights granted hereunder to Kernz shall be limited to the use of the Licensed Premises only and shall not extend to any other part of the Airport without the prior written approval of the Executive Director. Subject to Paragraph E below, during the dates referred to in Section 3, Kernz shall have an affirmative obligation to prevent members of the general public from entering the following portions of the Airport: 1) tenant hangars, leased buildings, or leased sites unless so allowed by the tenant and the Authority under a sublease approved in writing by the Authority; and 2) the Airport Operation Area (AOA), except that portion of the Licensed Premises in the AOA.
- E. Public Access
No act or omission of Kernz, or their sub-licensees or agents, shall inhibit free public access including access by Airport tenants to the Common Facilities, Main Terminal Building, the existing parking lot adjacent to the Main Terminal Building, or private or DAA

- leased property which is accessed by roads in and around the Licensed Premises.
- F. Authority Access
Kernz shall provide access to the Licensed Premises to the Executive Director and designees, and Airport tenants and employees and contractors as needed to perform typical business activities during the dates of any Air Show and Exhibition covered by this Agreement. No person or activity shall impair Authority's employees and vehicles easy access to the Snow Removal Equipment building, the electrical vault, or the airfield operations area as shown on Exhibit B.
- G. Improvements
Air Show shall not in any way impact improvements Authority has scheduled on taxiways and runways. Authority has right to schedule improvements to taxiways and runways as needed and will provide Air Show with as much advanced notice as possible. Every effort will be made to work with the Air Show to accommodate Air Show schedule.

SECTION 3 PERMITTED DATES AND HOURS

- A. Base Term
The Base Term of this Agreement shall commence on January 1, 2025, and shall remain in effect until December 31, 2026, unless terminated earlier as provided for herein.
- B. Option Term
The parties reserve the right to exercise two (2) additional one (1) year Option Terms beyond the Base Term provided that the parties mutually agree (of which will not be unreasonably withheld) to exercise the Option Term in writing a minimum of sixty (60) days prior to the end of the Base Term or any executed Option Terms. The Option Term shall be under the same terms and conditions and reference exhibits unless changes are mutually agreed upon in writing. Due to the fluidity of the Licensed Premises available annually, special care should be taken to review Exhibits prior to each Air Show.
- C. The dates and hours of the Exhibition and Air Shows including all TFR times shall be requested in writing by Kernz and approved in advance in writing by the Executive Director at least ten (10) months prior to the event. In the event said times need to be adjusted, in advance, Kernz shall request approval in writing from the Executive Director. Approval will not be unreasonably withheld. In addition, the Executive Director shall have the sole discretion to temporarily interrupt the Air Show at any time in order to accommodate the operations of commercial air service at the Airport, and to deal with emergency conditions which might arise during said show.

SECTION 4 KERNZ RESPONSIBILITY FOR SHOW AND EXHIBIT

It is understood between the parties hereto that, subject to the specific provisions of this Agreement, the operation and staging of the Air Show and Exhibition, together with all related activities, is the sole obligation of Kernz and not that of Authority, and that any undertaking not specifically assumed by Authority pursuant to this Agreement shall be solely that of Kernz; provided, however, nothing in this Agreement shall be deemed to be for the benefit of any third party, or to impose any obligation upon Authority or Kernz of any kind whatsoever with regard to any third party.

Kernz shall be permitted to sublease or rent out a reasonable amount of space on the Licensed Premises and labeled as the Vendor Area on Exhibit B, to lawful and appropriate vendors, concessionaires or other business ventures subject to mutual agreement of both Authority and Kernz. Upon request, it shall be the responsibility of Kernz to provide written information to the

Executive Director verifying that each vendor, concessionaire, or business sub-lessee possesses a valid City of Duluth and State of Minnesota Sales Tax Permit before allowing for the set up or subsequent sales activities of any such sub-lessees. Kernz shall provide evidence to the Executive Director that all vendors, concessionaires or business ventures meet all minimum St. Louis County Health Department requirements and all other requirements as may be required by any applicable laws, codes, or ordinances, in force at the Air Show and Exhibition.

SECTION 5 CONSTRUCTION ON LICENSED PREMISES

A. In General

In the exercising of this Agreement and the granting of the rights to Kernz hereunder, Kernz is not authorized to undertake any construction upon the Licensed Premises, unless approved in advance in writing by the Executive Director. In the event that construction is desired by Kernz, Kernz shall submit a written request to the Executive Director identifying in detail the desired construction to be done, whether the construction is temporary or permanent, the timeline for the construction, reversion rights and/or a demolition and restoration program, and the cost and funding source for the construction and/or restoration/demolition. The Executive Director's prior written approval must be obtained before work proceeds. Failure to do so will be grounds for termination of this Agreement. The Executive Director shall have the right and sole discretion, to deny approval or condition approval of the requested construction upon the imposition of restrictions and limitations upon Kernz, persons operating under its license, and any contractors or subcontractors doing work pursuant thereto. The Executive Director's review shall include code compliance, plan approval, insurance and bonding requirements, and progress reports. All expenses involved in any approved construction shall be the sole responsibility of Kernz and not of the Authority including but not limited to any costs related to relocating the threshold on Runway 3 and any fencing adjustments or security necessary for purposes of providing additional parking spaces by south end of approach to Runway 3.

B. Hole Drilling, Excavation Prohibited

Kernz acknowledges that there exists at a number of locations on the Airport, including upon the Licensed Premises, unmarked underground utilities at locations not known to anyone other than Authority which pose a hazard to persons or equipment drilling holes, placing stakes, or doing other excavation work on the Licensed Premises, contact with which could lead to personal injury or death. Therefore, no excavation of any kind, including, but not limited to, hole drilling or stake placing shall be permitted on the Licensed Premises by Kernz or any officer, agent, contractor, or employee of Kernz without the prior written approval of the Executive Director. Prior to any penetrations, Kernz is responsible, at its sole expense, of locating all such utilities and the marking of the location and size of said excavation or hole on the surface of the ground must be visually identified to confirm that it does not conflict with any identified utility location prior to penetrating the surface.

SECTION 6 REQUIRED SUBMITTALS

Not later than forty-five (45) days prior to the Air Show and Exhibition, Kernz shall have submitted, or cause to be submitted, to the Executive Director the materials described in this Section in a form acceptable to the Executive Director, which materials shall be subject to the Executive Director's written approval. In the event that the Executive Director shall determine, at the Executive Director's sole discretion, that the materials submitted are inadequate in form or content

to evidence the compliance with the requirements of this Section, the Executive Director shall promptly notify Kernz in writing of the same. Kernz shall thereafter have five (5) days to submit materials in compliance with these requirements. In the event that Kernz fails to respond to said notice or responds with materials which continue to be non-compliant, the Executive Director shall notify Kernz of said noncompliance and thereafter may, at Executive Director's sole option, may execute the Authority's rights under the provisions of Section 12 of this Agreement. The foregoing approval procedure shall be likewise applicable to any subsequent events operated under this Agreement. Likewise, in the event of any change to any of the information contained in said submittals after their approval but prior to the Air Show and Exhibition, such modifications shall likewise be submitted to the Executive Director for his approval under this same process.

A. Physical Operating Plan

Kernz shall submit a complete written operating plan for each Air Show and Exhibition performed under this Agreement setting forth the character, nature, and location of all physical facilities and personnel related to the presentation of the Air Show and Exhibition. This shall include but not be limited to the following: a parking plan; a busing plan; an entry and exit plan; a ticket sale plan including ticket price and ticket collection location plan; a sanitary facilities location plan; a medical aid station location plan; a trash receptacle location plan; an Exhibition area plan; a concession areas plan; and a security and evacuation plan. Following the initial Air Show and Exhibition, the Authority reserves the right to restrict parking on the airfield for any subsequent Air Show and Exhibition operated under this Agreement.

B. List of Events

Kernz shall submit a tentative list of the Air Show events, and provide new updated changes as they occur prior to the Air Show. Kernz shall submit a final list of events which are to be part of the Air Show a minimum of twenty (20) days prior to the Air Show. Said list shall include the name of each performing entity, the nature and character of their performance, the duration of each performance, and a schedule indicating the beginning and ending of each such performance. Executive Director shall approve list of events twenty (20) days prior to Air Show. However, the events and acts are subject to change and verbal notice and approval is required for changes inside of twenty days prior to Air Show.

C. FAA Approvals

Kernz shall provide written evidence satisfactory to the Executive Director that all approvals needed for the Air Show and Exhibition from the Federal Aviation Administration of the United States, which will be required for said Air Show and Exhibition, have been received.

D. Insurance

Kernz shall have presented evidence satisfactory to the Executive Director that the insurance required pursuant to Section 11 below has been secured and is in force.

E. Peace Officers

Kernz shall present written proof that it has secured commitments for the services of at least two (2) peace officers licensed as such by the State of Minnesota and an additional number of trained private security personnel deemed sufficient by the Executive Director to assist Kernz in providing security, crowd control, and traffic control for all hours when the Air Show or Exhibition or both are open to the public.

F. Medical Facilities

Kernz shall submit a plan for the provision of medical services on the Licensed Premises deemed sufficient by the Executive Director. The plan shall account for all hours when the Air Show or Exhibition are open to the public. The plan shall set forth the physical facilities to be used, include provision for at least one emergency medical technician to be on duty at all hours the Air Show or Exhibition are open to the public and the plan shall further

provide that at least two emergency medical technicians and one ambulance licensed by the State of Minnesota shall be present on the Licensed Premises from at least one hour prior to the Air Show until at least one hour after the Air Show.

G. Kernz Personnel

Kernz shall present written evidence that the number of personnel or outside volunteers, or a combination thereof, will be sufficient to provide all manpower deemed by the Executive Director to be necessary to provide services reasonably necessary to ensure the safety of the general public and of the Airport and to ensure an organized experience for all members of the general public coming to view the Air Show and Exhibition. Kernz shall further present evidence that such personnel have been trained in all skills reasonably necessary to the provision of service in the particular area in which they will be working.

H. Responsible Party Designation

Kernz agrees that it will designate one person to be responsible for the provision of services in each of the particular areas specified below; said person shall be deemed to be the Kernz contact person within those areas of responsibility on the dates of the Air Show and Exhibition, and such person shall be present at all times when the Air Show and Exhibition are open to the public, except in the event of circumstances beyond the control of that person, in which case Kernz shall immediately designate in writing to the Executive Director a replacement responsible person in those areas of responsibility.

1. Security and crowd control
2. Vehicle traffic control
3. Non-exhibition hours security
4. Revenue control
5. Air Show control officer
6. Parking/transportation
7. Clean-up and logistics
8. Projected attendance

I. Sanitation Facilities

Kernz shall present written proof that it has contracted for a sufficient number of satellite toilet facilities to meet the requirements of the St. Louis County Health Department, together with proof of arrangements for their erection and removal from the Licensed Premises; provided, however, that the parties hereby agree that the number of said satellite facilities shall not be less than forty (40) and shall comply with the St. Louis County Health Department requirements.

J. Aerobatic Box Map/Diagram

Kernz to provide updates to Executive Director as needed.

K. Airshow Static/Exhibitor Map

Kernz to provide updates to Executive Director as needed.

L. Static and Performer Arrival and Departure Schedule

Initially due 7 days prior to the event, updates to be provided as needed to Executive Director.

SECTION 7
AIR SHOW AND EXHIBIT DAYS

A. Control by Executive Director

Regardless of any other provision of this Agreement, it is agreed between the parties that the Executive Director shall have the right to demand Kernz to alter the Air Show And Exhibition if any aspect of the Air Show, the Exhibition, the Licensed Premises, or crowd and revenue control, impacts or prevents the Authority from meeting the needs of

scheduled air carriers, military operations, chartered air carriers, or to protect the Airport, the viewing public, the flying public or the public in general. In that event, the Executive Director may require modifications or additions to the requirements of this Agreement and Kernz shall agree to and to comply with said modifications or additions. Powers granted pursuant to this paragraph shall not be unreasonably exercised.

B. Cleanup During Show

During the Air Show and Exhibition and each evening following the Air Show and Exhibition Kernz shall cause to have the Licensed Premises cleaned to include the emptying trash containers, replacing substantially filled satellite toilet facilities with unused ones, and generally picking up loose refuse and trash from the Licensed Premises.

SECTION 8
POST SHOW CLEANUP

A. Immediate Cleanup

Immediately following the conclusion of the Air Show and Exhibition Kernz shall cause all trash and refuse containers on the Licensed Premises placed there for the Air Show and Exhibition to be removed, all loose trash and refuse on the Licensed Premises to be picked up and removed therefrom, and all satellite portable toilet facilities to be marshaled for pickup at a location approved by the Executive Director. Furthermore, Kernz shall cause all other materials, structures, facilities, and any other things of any kind whatsoever placed on the Licensed Premises to be removed therefrom within two (2) calendar days following the event, unless the improvement was authorized, and the Executive Director requires that it remain pursuant to Section 4 above. The parties agree the result of the Cleanup shall be that the Licensed Premises are returned to the same condition that they were in prior to the Air Show and Exhibition. An extension of time for the Cleanup may be granted by the Executive Director in writing at the Director's discretion.

B. Removal of Portable Toilet Facilities

Within one (1) calendar day following each Air Show and Exhibition, Kernz shall have caused all satellite portable toilet facilities to have been removed from the Licensed Premises, unless an extension of time is granted by the Executive Director in writing.

C. Weather Related Extensions

Requests for extension of the timeframes set forth in Paragraphs A and B above due to weather conditions shall be favorably considered by the Executive Director due to potential safety concerns.

D. Failure to Perform Post-show Cleanup

In the event that Kernz shall fail to perform post-show cleanup required by this Section, the Executive Director may promptly employ persons or contractors to perform said work and Kernz hereby agrees to promptly reimburse Authority for all costs so incurred plus an administrative fee of fifteen percent (15%). To assure compliance with the provision, Kernz shall pay Authority five hundred dollars (\$500.00) per day until post-show cleanup is completed.

E. Post-show Cleanup Inspection

Upon completion of post-show cleanup by Kernz, Authority will inspect all surfaces used by the Kernz to confirm a satisfactory cleanup has been completed.

SECTION 9
PAYMENTS TO AUTHORITY

Kernz hereby agrees to pay Authority as follows:

A. Air Show Fee

Kernz shall pay a fee in the amount of thirty-nine thousand seven hundred seventy-nine dollars (\$39,779.00) to Authority. Kernz agrees to pre-pay in full at least thirty (30) calendar days prior to the Air Show and Exhibition. Authority shall provide an Invoice to Kernz for payment.

The Air Show Fee shall be adjusted annually by the increase in Authority union employee wages according to the current Local 66 A.F.S.C.M.E. Minnesota Council 5 Union Contract for said year of Air Show and Exhibition.

B. Holiday Adjustment

In the event that any part of the Air Show and Exhibition fall on a holiday (or day that the holiday is observed) as listed in the current Local 66 A.F.S.C.M.E Minnesota Council 5 Union Contract, an additional fee will be assessed by the Authority to cover the increased cost of staff time.

C. Airfield Vehicle Parking Fee

Subject to approval of the Executive Director (given climate and weather conditions at the time of use) and included as part of the Air Show Fee stated above, will be the use of the parking area on the airfield near runway 321 for public parking of vehicles as identified as part of the Licensed Premises on Exhibit B.

D. Fee for Failure to Maintain

In the event that Kernz fails to keep the Licensed Premises in a neat, clean, orderly, and sanitary condition and the Executive Director has issued a written notice of such deficiency and provided a reasonable cure period as determined solely by the Executive Director, Authority may itself clean or cause to be cleaned those portions of the Licensed Premises not so kept, and Kernz agrees to reimburse Authority for the direct and indirect costs incurred by Authority for the performance of said work plus a fifteen percent (15%) administrative fee, due and payable upon receipt.

E. Fee for Repair and Replacement

Kernz shall promptly repair or replace any property of the Authority lost, destroyed, or damaged by its operations hereunder. If Kernz fails to promptly repair or replace such property following written notice by the Executive Director of such deficiency and a reasonable cure period as determined solely by the Executive Director, Authority may repair or replace it and Kernz agrees to reimburse for the direct and indirect costs incurred by Authority for such repair or replacement plus a fifteen percent (15%) administrative fee, due and payable upon receipt.

F. Fee for Unpaid Licenses, Fees, Taxes, and Assessments

Kernz hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever which arise because of, or in the course of, any operations covered by this Agreement during the term hereof. Should Kernz fail to pay such amounts following written notice of such deficiency and a reasonable cure period as determined solely by the Executive Director, it is expressly agreed that Authority may pay the same on behalf of Kernz, and Kernz agrees to reimburse Authority for said amounts paid plus a fifteen percent (15%) administrative fee due and payable upon receipt.

G. Late Fee

Any sums not paid to Authority when due shall bear interest at the rate of the lesser of eighteen percent (18%) per annum or the maximum rate allowable by law from the date due until paid.

H. Payment Obligations Unconditional

The obligations of Kernz to pay any amounts due to Authority under this Agreement in accordance with the terms hereof shall be absolute and unconditional, irrespective of any defense or rights of set off, recoupment or counterclaim which may at any time be available

against Authority. Such payments shall be due without notice or demand therefor except as specifically provided for herein.

I. Marketing Agreement

Any marketing for the Air Show in conjunction with the Authority shall be governed by separate agreement.

SECTION 10

DEFENSE, INDEMNITY, INSURANCE, WARRANTIES AND GUARANTY

A. Defense and Indemnity

Kernz hereby agrees to defend, indemnify and hold harmless the Authority and the City of Duluth and their officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Authority or of Kernz, for any damages, including those existing by reason of the death of or injury to persons or the loss or damage to property or any other claim or cause of action arising out of Kernz's use of or occupancy of or operations at the Airport, and on ten (10) days' written notice from Authority, Kernz will appear and defend all lawsuits against Authority of the City or any of the aforesaid parties arising out of such injuries or damages. This provision applies to response costs for environmental damages, or threatened damage, caused in any part by Kernz's use or occupancy of the Licensed Premises.

B. Insurance

To effectuate the purposes and provide the Authority with protections described hereinabove, Kernz, Inc. agrees that it will at its own expense keep in force and effect during the term of this Agreement insurance policies of the type and in the amounts listed below or its reasonable equivalent as approved by the Authority's attorney. All liability policies shall name the Authority and the City of Duluth as additional insureds thereunder and shall contain a provision that thirty (30) days' advance notice in writing shall be given to the Authority prior to termination, cancellation or modification of such insurance and failure to give such notice shall render any such changes in such policy or coverage ineffective against the City and the Authority. Certified copies of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to Authority as provided for in Paragraph D of Section 6 above. In the event any binder is delivered it shall be replaced within fifteen (15) days by a certified copy of the policy, or certificate. To the extent that the "Accord" form of certificate is used, the words endeavor to shall be stricken from the notification provisions. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Authority's Attorney.

1. Commercial General Liability Insurance, including Contractual, Premises and Operations and Products Liability coverage in the amount of \$5,000,000 per occurrence for personal injury and \$5,000,000 per occurrence for damage to property. Completed Operations in the amount of \$1,500,000 per occurrence.
2. Owned, non-owned and hired vehicles in limits of not less than \$2,000,000 combined single limit or \$2,000,000 bodily injury per occurrence; \$2,000,000 per occurrence.
3. Hangar Keepers Liability Insurance in limits of at least \$500,000/\$1,500,000 if the Air Show and Exhibition stores aircraft at the Airport.
4. Additionally, Kernz shall maintain Worker's Compensation Coverage in statutory amounts with "all states" endorsement unless qualified as a self-insurer under Minnesota Law.

5. If Kernz is providing air taxi service of any kind, Aircraft Liability Insurance in limits of not less than \$1,000,000 and Aircraft Passenger Liability Insurance in limits of not less than \$100,000 for each passenger seat.
All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.
- C. Kernz's Liability
It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Kernz under this Section.
- D. Waiver of Claims
Kernz waives all claims and causes of action against Authority, its officers, agents, servants or employees for any failure of Authority to properly maintain, operate and manage the Airport at all times in a safe manner resulting from any reason or cause of any kind whatsoever; provided, however, in the event that the Executive Director shall take over control of any aspect of the Air Show, the Exhibition, the Licensed Premises, crowd control, or revenue control, the provisions of this Paragraph shall not apply to any claims arising out of such assumption of control.
- E. Premises As Is
Kernz hereby agrees and acknowledges that it has examined the Licensed Premises and knows their condition and accepts the same as is without any warranties of any kind whatsoever, expressed or implied, from Authority as to the fitness of the facilities for the purposes of holding the Air Show and Exhibition.
- F. Increased Coverages
The Authority reserves the right to require Kernz to increase the coverages set forth above and to provide evidence of such increased insurance coverage to the extent that the liability limits as provided in Minnesota Statutes Section 466.04 are increased.

SECTION 11
DEFAULT, TERMINATION AND PERSONAL GUARANTIES

- A. Rights Upon Default
In the event of a default by Kernz under the Agreement, the Authority shall give written notice of said default to Kernz unless said default occurs during an Exhibition and Airshow in which event the notice may be verbal notice followed by written notice. If at any time Kernz shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the Authority to, and the Authority may at its discretion at any time thereafter:
1. Terminate this Agreement upon written notice in the manner hereinafter provided for and refuse to allow Kernz to have access to the Licensed Premises.
 2. During the period of set up, Exhibition and Airshow, and post show clean up, assert sole control over the Licensed Premises, including but not limited to the Airfield, and require that Kernz immediately leave the Licensed Premises.
 3. Have and exercise any and all other rights and remedies including injunctive relief, ejectment or summary proceedings for a lawful detainer, and any or all legal and equitable remedies, actions and proceedings.
- B. Default Defined
For the purposes of this Section only, Default shall be defined when any of the following circumstances exist:
1. Kernz fails to abide by any of the terms or conditions of this Agreement.
 2. If a petition for reorganization of Kernz or its arrangements of its unsecured debts shall be filed.

3. If Kernz shall be adjudicated bankrupt.
 4. If a receiver or trustee of Kernz's property shall be appointed by any court.
 5. If Kernz shall make a general assignment for the benefit of creditors.
 6. If all of the interests of Kernz and its property shall be taken by garnishment, attachment, execution or other process of law.
- C. Authority Assumption of Control
In the event that Kernz shall fail to perform any of its obligations pursuant to Sections 6, 7, 8 and 9 of this Agreement within the periods of time required by those Sections, Authority shall have the option, but not the obligation, of performing or causing to be performed through third parties those obligations of those Sections with respect to which Kernz is in default. In the event that Authority exercises this option, Kernz hereby agrees to reimburse Authority for all direct and indirect costs incurred by Authority in so curing the default of Kernz plus a sum equal to fifteen percent (15%) of all such costs for Authority's overhead in so curing said default.
- D. Remedies Cumulative
All rights and remedies of the Authority pursuant to this Agreement shall be deemed to be cumulative and not exclusive.
- E. Nonwaiver
Any waiver of any breach of covenants herein contained to be kept and performed by Kernz shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Authority from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- F. Attorneys' Fees and Costs
In the event that Authority shall prevail in any action or suit or proceeding brought by Authority to collect any sum due or to become due hereunder or any portion thereof or to take possession of the Licensed Premises, or to enforce compliance with this Agreement or for the failure to observe any covenant of this Agreement, Kernz hereby agrees to pay Authority its reasonable attorneys' fees and costs in such action, suit or proceeding.

SECTION 12 ASSIGNMENT AND SUBLICENSING

- A. Assignment in General
Kernz shall not assign or transfer in whole or in part in any manner this Agreement or sell or transfer any interest herein or permit the foregoing to become transferred by operation of law or otherwise or do or suffer any acts to be done whereby the same may be or becomes assigned in whole or in part unless the written consent of the Authority in its sole discretion is first obtained in each and every case of such assignment or transfer as shall from time to time occur or be desired, except as set forth in Paragraph B below. It is expressly agreed by the parties that a change in the ownership of a controlling share of stock in Kernz, if any, shall be deemed to be as assignment hereunder. It is further expressly agreed by Kernz that in the event permission is granted by Authority as herein provided, any assignee or sub-licensee shall be required to assume and agree to perform the covenants of this Agreement and notwithstanding any such assignment, Kernz shall be and remain liable for the payment of all sums hereunder and the performance of all covenants and conditions of this Agreement.
- B. Sub-licensing
It is expressly agreed between the parties that Kernz shall have the right to sublicense activities related to the Air Show and Exhibition including to but not limited to concessions, exhibitions, solicitations for charitable purposes, and other related activities. Kernz shall ensure that all such agreement shall be in compliance with the terms and conditions of

this Agreement. If requested by Executive Director, Kernz shall submit to the Executive Director for each such agreement a sworn affidavit to that effect on or before twenty (20) calendar days before the Air Show as set forth in Section 7 above.

SECTION 13 SIGNS AND ADVERTISING

Kernz shall not erect, install or operate, or cause or permit to be erected, installed, or operated any signs on the Licensed Premises without the consent of the Executive Director, and all costs associated with such installation and restoration shall be borne solely by Kernz or its sub-licensees. Temporary signage approved by Executive Director is permitted 10 days prior to Air Show but must be removed within two (2) days after Air Show has concluded as part of Post-show Cleanup. Kernz shall not use Authority's name, logo, mark in any advertising or sign, nor shall it represent that Authority is involved in producing or sponsoring the event without its written consent.

SECTION 14 OBEY LAWS, RULES AND REGULATIONS

Kernz agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, City of Duluth and their respective agencies which are applicable to the activities at the Airport and further agrees to observe and comply with all Airport rules and regulations in existence as of the execution of this Agreement and which may, from time to time, be promulgated by the United States of America, State of Minnesota, City of Duluth and Authority governing the conduct on and operations at the Airport and the use of its facilities as administered by the Executive Director. Kernz agrees to contact in writing the immediate bordering governing entities impacted by the Air Show with copies to the Executive Director including but not limited to City of Hermantown, Canosia Township, and City of Rice Lake to determine if there are any issues associated with the operation of the Air Show that may negatively affect their communities. Copies of responses from the bordering entities shall be provided to the Executive Director within 48 hours of receipt by Kernz of the same. If any resident has to evacuate their home during the Air Show, Kernz must make arrangements in advance to accommodate such residents. Such contact will take place in a timely manner and a report made to Authority with the results of inquiry no later than six (6) months prior to the Air Show and Exhibition. Further, Kernz agrees that it will fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.

SECTION 15 CIVIL RIGHTS ASSURANCES

Kernz for itself, its personal representatives, successors in interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the license to use the Licensed Premises that:

- A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over or under such land, and in 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.
- C. That Kernz shall use the premises in compliance with all requirements imposed by or

pursuant to Title 49 Code Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-discrimination in Federally Assisted Programs of Department of Transportation - Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

SECTION 16
GOVERNMENT COMMITMENTS

This Agreement shall be subordinated to the provisions of any existing or future agreement between the Authority and United States of America or the State of Minnesota with regard to the operation or maintenance of the Airport, execution of which has been or may be required as a written precedent to the expenditure of Federal or State funds for the development or maintenance of the Airport.

SECTION 17
INDEPENDENT CONTRACTOR

Kernz hereby warrants and represents that in the performance of its obligations under this Agreement it is acting solely as an independent contractor and in no way, directly or indirectly, is it acting as agent for Authority. Kernz further agrees that any and all members and employees of Kernz, or other persons while engaged in the performance of any services required of Kernz under this Agreement, shall not be considered employees of Authority, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said members or employees or other persons while so engaged, and any and all claims made by third parties as a consequence of any act or omission on the part of Kernz or of its members, agents and employees or any other persons, while so engaged in any services provided to rendered herein, shall in no way be the obligation or responsibility of Authority.

SECTION 18
NOTICES

All notices provided for herein to be given by one party to the other shall be deemed to have been given by depositing written notice in the United States mail addressed to said party at the address set forth below:

To Authority:	Duluth Airport Authority 4701 Grinden Drive Duluth, Minnesota 55811 Attn: Tom Werner, Executive Director
---------------	---

To Kernz, Inc.:	Kernz & Kompany, Inc. 2110 West 1st Street Duluth, MN 55806
-----------------	---

To Duluth Air & Aviation Expo:	Duluth Air & Aviation Expo 2110 West 1 st Street Duluth, MN 55806
--------------------------------	--

SECTION 19
GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in the court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

SECTION 20
JOINT AND SEVERAL LIABILITY

Kernz & Kompany, Inc. and Duluth Air & Aviation Expo are jointly and severally liable for all obligations under this Agreement.

SECTION 21
AMENDMENTS

Any amendment to this agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

SECTION 22
WAIVER

Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

SECTION 23
SEVERABILITY

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

SECTION 24
ENTIRE AGREEMENT

This Agreement, including all attachments, constitutes the entire Agreement between Authority, Kernz and Duluth Air & Aviation Expo and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

SECTION 25
COUNTERPARTS

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

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

Date: _____

DULUTH AIRPORT AUTHORITY

KERNZ & KOMPANY, INC.

By _____
Its President

By _____
Its President
Duluth Air and Aviation Expo

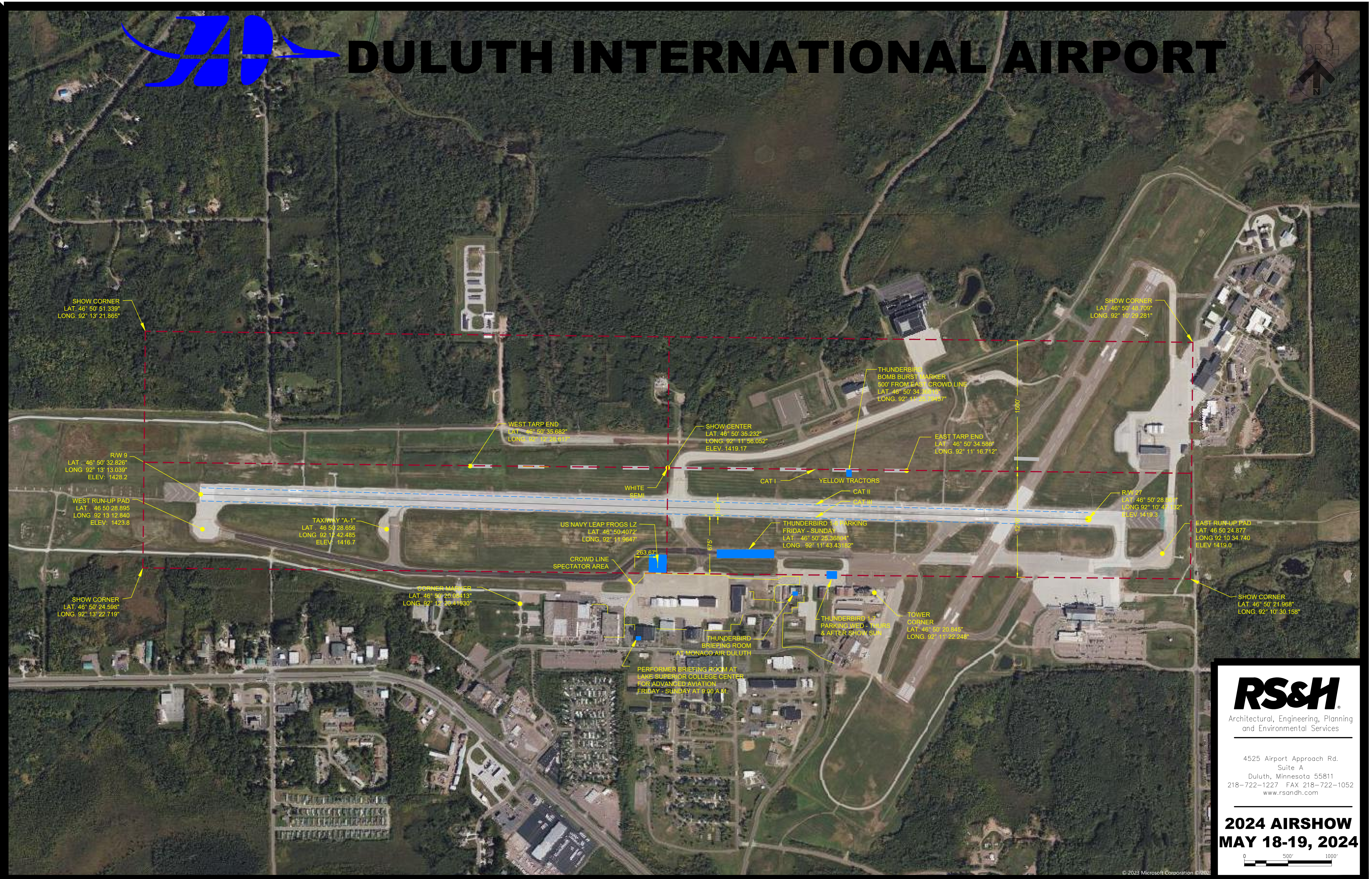
By _____
Its Secretary

By _____

Exhibit A



DULUTH INTERNATIONAL AIRPORT



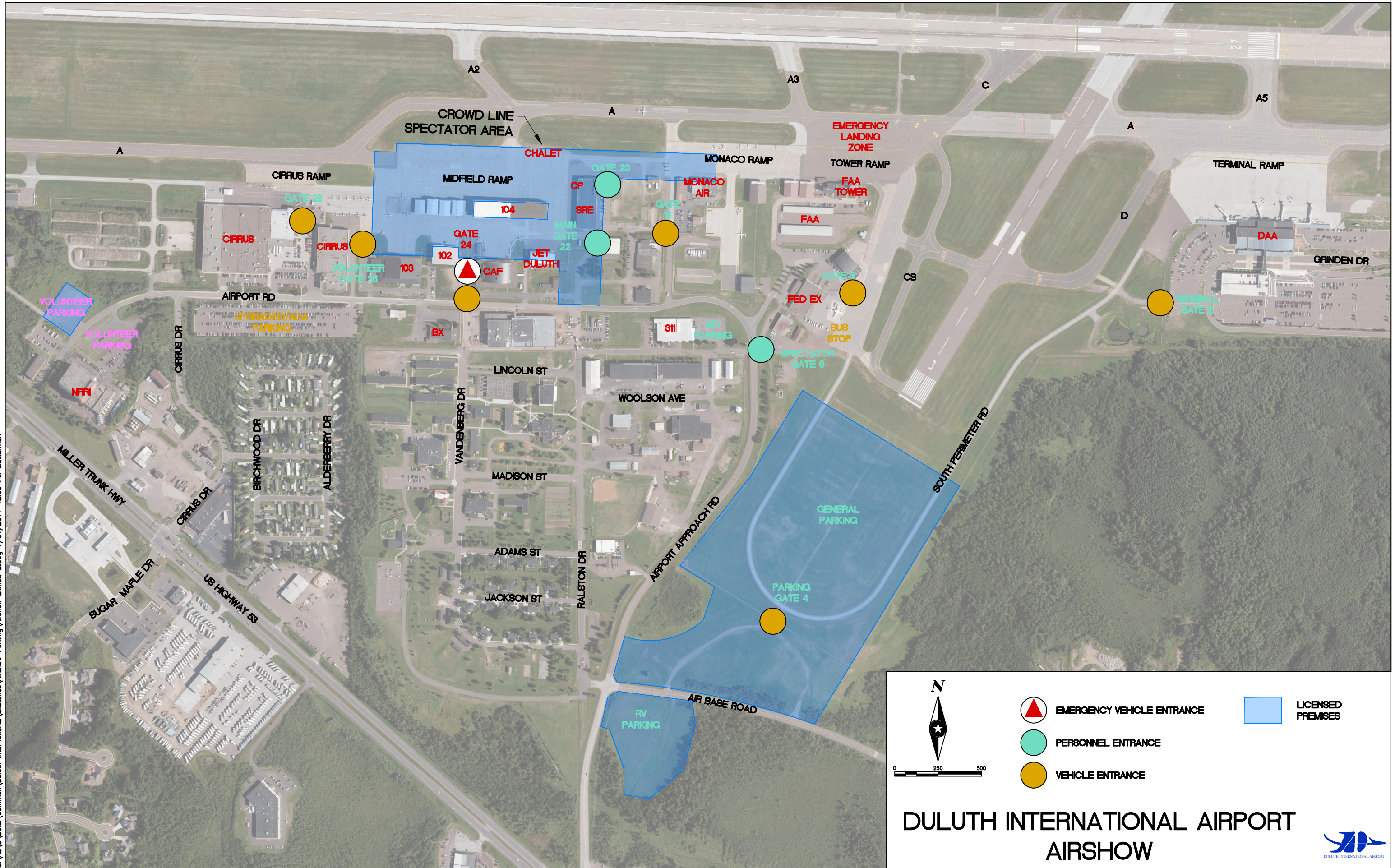
RS&H
Architectural, Engineering, Planning
and Environmental Services

4525 Airport Approach Rd.
Suite A
Duluth, Minnesota 55811
218-722-1227 FAX 218-722-1052
www.rsandh.com

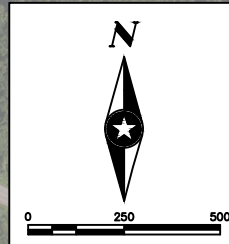
**2024 AIRSHOW
MAY 18-19, 2024**





0 500' 1000'

EXHIBIT B



S:\AE\ID\Duluth International\Sketches\Airshow Parking\Airshow Exhibit B.dwg 7/31/2017 12:08 PM slutterman



-  EMERGENCY VEHICLE ENTRANCE
-  PERSONNEL ENTRANCE
-  VEHICLE ENTRANCE
-  LICENSED PREMISES

DULUTH INTERNATIONAL AIRPORT
AIRSHOW



VII. - C.

Resolution to Approve Payment in the amount of \$79,950 to the City of Duluth for the 2024 Cost Allocation Fee

Terms:

- Calendar year of 2024
- Cost: \$79,950

Overview:

- The Duluth Airport Authority utilizes the City of Duluth staff resources for several functions including:
 - HR/Benefits Processing
 - Payroll Processing
 - Legal
 - Purchasing
- The City of Duluth charges a reimbursement of time and expenses allocated to supporting the Duluth Airport Authority.
- The city reviewed time spent on services provided to the airport multiplied by the payroll costs of the persons providing the services to determine the cost.
- The previous year cost allocation was the cost allocation fee was \$73,200.

Prepared By: Joelle Bodin



Invoice Number:	2024-00000011
Date:	01/02/2024
Due Date:	Due Upon Receipt
Total Invoice:	\$77,950.00
Prepayments:	\$0.00
Total Due:	\$77,950.00

Customer #: 406

Duluth Airport Authority
 4701 Grinden Drive
 Duluth, MN 55811

Invoice Type: Misc

Description: COST ALLOCATION EXPENSE 2024

Description	Quantity	Unit Price	Total Price
Miscellaneous	1	\$77,950.0000	\$77,950.00

PAYMENT DUE UPON RECEIPT. PLEASE RETURN REMITTANCE COPY.



Customer #: 406
 Duluth Airport Authority
 4701 Grinden Drive
 Duluth, MN 55811

REMIT PAYMENT TO:

CITY OF DULUTH, MINNESOTA
 OFFICE OF THE TREASURER
 411 WEST 1ST ST. ROOM 120
 DULUTH, MN 55802
 (218) 730-5350

Total Invoice:	\$77,950.00
Prepayments:	\$0.00
Total Due:	\$77,950.00

PLEASE INCLUDE INVOICE NUMBER ON THE REMITTANCE: 2024-00000011

VII. - H.

Duluth Airport Authority Organizational Priorities and Emphasis 2024

1. Infrastructure Renewal

- a. Reconstruction of Alpha Taxiway
 - i. Construct Phase 3 and Taxiway C South Improvements
 - ii. Secure funding for Phase 6 design
 - iii. Secure funding for Phase 5 construction
- b. New Air Traffic Control Tower
 - i. Complete design
 - ii. Onboard Construction Manager at Risk
 - 1. Secure the CMAR's Guaranteed Maximum Price (GMP) prior to FAA grant deadlines
 - iii. Develop usable units of work and bid packages tailored to funding as it is awarded
 - iv. Demolish Hermantown Hydraulics Building
 - v. Design demolition of DHL and Hangar 2
- c. Complete Midfield Ramp Repairs Phase 2
- d. Complete DYT Seaplane Dock replacement and safety upgrades
- e. Complete construction of DYT Terminal and SRE storage buildings

2. Support Economic Development

- a. Position Blighted/Underperforming Property for Redevelopment
 - i. Complete ranch hangar construction behind fuel farm
 - ii. New Hangar Developments
 - 1. Successfully RFP Midfield and NBDA hangar projects and commence design
 - iii. Hangar 101 (Phase 3) - Taxilane Development Design and Construction
- b. Position Select Green Space for New Development
 - i. Receive an FAA land release for the Stebner Rd acreage.
 - ii. Sign a land lease/development agreement with Allete for the Stebner Rd acreage

3. Strengthen the Duluth Airport Authority's Cash Position

- a. Strengthen Underperforming Revenue Streams
 - i. Continue agreement audit program
 - 1. Audit FBO agreement
 - ii. Execute new airline use and lease agreements with updated rate methodology
 - iii. Renew rental car agency agreements with updated rates and charges
- b. Pursue New Revenue
 - 1. New Hangar Developments
 - a. Successfully RFP Midfield and NBDA hangar projects and commence design
 - 4. Sign a land lease/development agreement with Allete for the Stebner Rd acreage
 - i. Implement peer to peer car rental concession model
- b. Sustain Priority Based Budgeting

5. Strengthen/Grow Air Service

- a. Add Daily Flights to a Western Hub on a Major Network Carrier
 - i. Leverage awarded SCASD grant to secure a network carrier to launch daily DEN service
- b. Add a Low Cost or Ultra-Low-Cost Carrier(s) to Fly Select Leisure Routes
 - i. Pursue additional routes on a seasonal basis
- c. Strengthen Existing Carriers and Routes
 - i. Encourage airline partners to increase capacity especially in support of Great Lakes Cruising

Duluth Airport Authority
Organizational Priorities and Emphasis
2024

- ii. Resume active recruitment in the Fly Local Program
- d. Strengthen Customer Experience/Perception and Increase Air Service Marketing
 - i. \$30K (compared to 2023) in increased air service marketing in Q1 and Q2 to strengthen weaker passenger demand periods
 - ii. Corporate/frequent flyer event
- e. Complete renovation/recertification to the Federal Inspection Facility (FIS) in preparation of international flight opportunities

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

- a. Duluth Airport Authority becomes Sponsor of its airports
 - i. Complete title transfer of airport property upon approval of City of Duluth Code Chapter 4 updates
- b. Develop a strategy and implementation plan based on the Operations Department Position Audit
- c. Complete a staff-wide salary survey
- d. Strengthen staff cohesion
 - i. Conduct a staff leadership retreat
 - ii. Continue integration of individual growth plans into manager workplans with an emphasis on long-term individual growth
- e. Continue employee evaluation and feedback sessions focused on employee growth
- f. Continue organization-wide safety program administration enhancements at the operations manager level. Areas of emphasis include:
 - i. Program definition
 - ii. Inspection
 - iii. Training
 - iv. Record Keeping
 - v. Leader engagement
- g. Continue staff emergency management training
 - i. Based on opportunities identified during the triennial exercise in 2022
- h. One Additional Management Staff Attains Certified Member (C.M.) Credentials

Executive Director
Duluth Airport Authority

Date

Board President
Duluth Airport Authority

Date

VII. - I.

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

Financial Row	UNAUDITED		Budget Amount (Jan 2023 - Oct 2023)	% of Budget	Variance from Prior Year	Variance From Budget 2023 - Adjust 2023)	Total Budget (Jan 2023 - Adjust 2023)
	Prior Year Actual (Jan 2022 - Oct 2022)	Current Year Actual (Jan 2023 - Oct 2023)					
Ordinary Income/Expense							
Income							
Non-Aeronautical Revenue	2,434,335	3,006,895	2,514,291	119.59%	572,560	492,604	2,950,799
Non-Passenger Aeronautical Revenue	1,350,633	1,446,305	1,400,970	103.24%	95,672	45,335	1,643,775
Passenger Airline Aeronautical Revenue	1,116,921	1,199,669	1,097,207	109.34%	82,748	102,462	1,321,416
Total - Income	4,901,889	5,652,869	5,012,467	112.78%	750,980	640,401	5,915,990
Gross Profit	4,901,889	5,652,869	5,012,467	112.78%	750,980	640,401	5,915,990
Expense							
Miscellaneous Expenses	26,087	79,171	57,282	138.21%	53,084	21,889	71,436
Personnel Compensation & Benefits	2,016,877	2,245,944	2,373,433	94.63%	229,067	(127,488)	2,909,323
Services and Charges	1,782,717	2,022,533	1,905,039	106.17%	239,816	117,494	2,266,993
Supplies	533,366	614,491	640,608	95.92%	81,125	(26,118)	768,676
Total - Expense	4,359,047	4,962,139	4,976,361	99.71%	603,092	(14,223)	6,016,427
Net Ordinary Income	542,842	690,730	36,106	1,913.06%	147,888	654,624	(100,437)
Other Income and Expenses							
Other Income	2,238,882	3,130,376	411,408	760.89%	891,494	2,718,968	496,209
Other Expense	133,695	118,303	184,970	63.96%	(15,392)	(66,667)	221,964
Net Other Income	2,105,187	3,012,073	226,438	1,330.20%	906,886	2,785,635	274,245
Net Income Exclusive of Project Expenses, Depreciation & Amortization	2,648,029	3,702,803	262,544	1,410.35%	1,054,774	3,440,259	173,808
Projects/Grants	6,532,092	10,250,214	14,949,558	68.57%	3,718,122	(4,699,344)	17,939,470
Depreciation & Amortization	(8,950,993)	0	(8,342,961)	0.00%	8,950,993	8,342,961	(10,007,639)
Net Income	229,128	13,953,017	6,869,142	203.13%	13,723,889	7,083,876	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 \$492k over budget overall due to increased parking revenues of over \$293k, car rental concessions of \$78k and food and beverage concessions of \$20k. Non-passenger aeronautical revenue is 45k over budget due to increased concessions and rent. Passenger Airline Aeronautical revenue is 102k over budget due to increased rent. Operating Revenues are \$640k over budget overall.
- **Operating Expenses:** Personnel Compensation and Benefits are \$127k under budget. Supplies are 26k under budget. Services and charges are 117k over budget. Operating expenses are \$14k 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 \$246k due to our increased cash balance. PFCs came in \$72k over budget as well.
- **Non-Operating Expenses:** Non-Operating Expenses are down \$66k, 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. Expenses will be reviewed for capitalization at year-end which may adjust these numbers.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 12/11/23:**
 - Minimum Cash Balance Goal: \$2,801,956
 - Current Balance: \$6,277,653 (does not include grants receivable)

Duluth Airport Authority
Income Statement
From Jan 2023 to Oct 2023

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$29,090.20
Concession Revenue	
ATM	\$479.00
Car Rental Concession	\$539,613.46
Food & Beverage Concession	\$79,657.93
Lottery Concessions	\$1,310.37
Parking	\$144,216.13
Per Departure Fee	\$3,110.00
Per Passenger Fee	\$31,229.00
Services/Other	\$771.89
TNC Per Trip Fee	\$10,039.50
Vending	\$5,861.75
Total - Concession Revenue	\$816,289.03
Customer Facility Charges	\$215,120.00
Miscellaneous Revenues	\$95,091.84
Parking	\$1,257,645.44
Permits	\$5,915.05
Plowing Services	\$2,022.96
Reimbursed Expenses	\$76,932.87
Rent	\$196,798.60
Sponsorship Income	\$47,000.00
State Aid	\$264,988.90
Total - Non-Aeronautical Revenue	\$3,006,894.89
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$61,270.55
Concession Revenue	\$155,870.79
Event Income	\$38,999.10
Landing Fees	\$30,596.58
Ramp Fees	\$18,371.48
Rent	\$1,049,752.28
Security Reimbursement	\$84,249.00
Tie Downs	\$7,195.00
Total - Non-Passenger Aeronautical Revenue	\$1,446,304.78
Passenger Airline Aeronautical Revenue	
Landing Fees	\$257,683.73
Per Use Fee	\$4,141.55
Terminal Office/Space Rental	\$937,843.90
Total - Passenger Airline Aeronautical Revenue	\$1,199,669.18
Total - Income	\$5,652,868.85
Gross Profit	\$5,652,868.85
Expense	
Miscellaneous Expenses	\$79,170.54
Personnel Compensation & Benefits	
Benefit Administration Fees	\$295.80
Employer Contributions for Retirement	\$199,979.87
Employer Paid Insurance	\$369,907.17
Retiree Benefits	\$117,697.31
Unemployment Compensation	\$2,909.55
Wages & Salaries	\$1,529,120.59
Worker's Compensation	\$26,034.20
Total - Personnel Compensation & Benefits	\$2,245,944.49
Services and Charges	
Advertising	\$2,929.00

Financial Row	Amount
Central Services Fee	\$61,000.00
Communications & Technology	\$198,110.82
Employee Development Services	\$60,145.27
Employee Physicals	\$2,271.00
Insurance	\$99,214.50
Marketing	\$117,361.69
Professional Services	\$386,233.17
Rentals	\$12,618.38
Repairs and Maintenance - Contractual/Services	\$546,409.08
Sponsorship Expenses	\$6,650.00
Transportation	\$458.58
Utility Services	
Electric	\$334,787.77
Fuel Oil	\$1,358.07
Natural Gas	\$50,169.25
Propane	\$1,233.33
Refuse Disposal	\$20,262.08
Storm Water	\$106,727.22
Water	\$14,594.01
Total - Utility Services	\$529,131.73
Total - Services and Charges	\$2,022,533.22
Supplies	
Merchandise for Resale	\$57,995.16
Office Supplies	\$33,447.21
Operating Supplies	\$172,829.30
Repairs & Maintenance Supplies	
Airfield	\$101,086.20
Building	\$54,850.20
Fencing & Gates	\$8,263.75
Fuel System	\$1,282.08
Grounds & Landscaping	\$10,746.15
Heavy Equipment	\$56,033.03
Heavy Equipment Accessories	\$43,113.73
Jet Bridge	\$13,835.57
Large Tools	\$5,220.00
Light Equipment	\$34,932.90
Parking Lot & Roadway	\$10,596.77
Sand/Deicer	\$537.98
Sea Base	\$34.90
Shop Supplies	\$4,706.74
Small Tools	\$4,978.92
Total - Repairs & Maintenance Supplies	\$350,218.92
Total - Supplies	\$614,490.59
Total - Expense	\$4,962,138.84
Net Ordinary Income	\$690,730.01
Other Income and Expenses	
Other Income	
Capital Contributions	
Grants	\$12,650,535.28
Total - Capital Contributions	\$12,650,535.28
Non-Operating Revenue	
Interest Income	\$295,043.24
Passenger Facility Charges	\$435,012.05
Total - Non-Operating Revenue	\$730,055.29
Total - Other Income	\$13,380,590.57
Other Expense	
Non-Operating Expense	
Interest Expense	\$118,303.10
Total - Non-Operating Expense	\$118,303.10
Total - Other Expense	\$118,303.10
Net Other Income	\$13,262,287.47
Net Income	\$13,953,017.48

Duluth Airport Authority
Balance Sheet
End of Oct 2023

Financial Row	Amount
ASSETS	
Current Assets	
Bank	\$5,810,125.79
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$39,640.25
Accounts Receivable Billed	\$518,447.47
Accrued Receivable	\$22,029.61
Grants Receivable	\$6,167,094.40
ST Lease Receivable	\$77,794.05
Total Accounts Receivable	\$6,825,005.78
Other Current Asset	\$337,379.80
Total Current Assets	\$12,972,511.37
Fixed Assets	
Accumulated Depreciation	(\$152,234,067.04)
Capital Assets	\$265,308,374.21
Work in Progress	\$15,336,006.74
Total Fixed Assets	\$128,410,313.91
Other Assets	
Accumulated Amortization	(\$2,704,381.64)
Airport Planning Projects - Contributed	\$5,410,626.72
Airport Planning Projects - Invested	\$763,452.79
Deferred Outflows - OPEB	\$293,497.00
Deferred Outflows - Pension	\$524,632.00
LT Lease Receivable	\$2,252,032.75
Total Other Assets	\$6,539,859.62
Total ASSETS	\$147,922,684.90
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$326,397.63
Contracts Payable	\$2,021,738.80
Credit Cards Payable	\$17.27
Lottery Payable	\$5,098.08
Total Accounts Payable	\$2,353,251.78
Credit Card	\$6,063.69
Other Current Liability	
Accrued Expense	(\$6,100.00)
Accrued Interest	\$90,259.35
Accrued Sales Taxes Payable - All	\$12,981.00
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	\$100,009.62
Total Other Current Liability	\$3,837,435.26
Total Current Liabilities	\$6,196,750.73
Long Term Liabilities	\$9,263,451.45
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$101,887,796.54
Net Income	\$13,953,017.48
Total Equity	\$132,462,482.72
Total Liabilities & Equity	\$147,922,684.90

**VII. - J. Duluth Airport Authority
Duluth A/R Aging Report
As of December 11, 2023**

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

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT					TOTAL
						11/11/2023 -	10/12/2023 -	9/12/2023 -	BEFORE		
						12/10/2023 (30)	11/10/2023 (60)	10/11/2023 (90)	9/12/2023 (>90)		
Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance						
AMSOIL	Invoice	12/1/2023	12386	12/31/2023	10	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Avis Rent A Car	Invoice	12/1/2023	12339	12/31/2023	10	\$0.00	\$2,575.59	\$0.00	\$0.00	\$0.00	\$2,575.59
Azbell, Austin						\$0.00	\$0.00	\$0.00	\$0.00	\$156.00	\$156.00
BKR Investments DBA Duluth Pack						\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$500.00
Brenholdt, Jacob	Invoice	12/1/2023	12366	12/31/2023	10	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Budget Rent A Car	Invoice	12/1/2023	12340	12/31/2023	10	\$0.00	\$1,802.59	\$0.00	\$0.00	\$0.00	\$1,802.59
Case, Ronald Jr.	Payment	12/1/2023	10806	12/1/2023	10	\$0.00	(\$51.00)	\$0.00	\$0.00	\$0.00	(\$51.00)
Cirrus Design Corporation						\$0.00	\$23,825.20	\$9,331.30	\$10,182.92	\$28,442.28	\$71,781.70
City of Duluth						\$0.00	\$3,850.34	\$1,770.34	\$0.00	\$0.00	\$5,620.68
Civil Air Patrol						\$0.00	\$0.00	\$130.00	\$65.00	\$502.48	\$697.48
Cohen, Marc						\$0.00	\$51.00	\$51.00	\$0.00	\$0.00	\$102.00
Delta Airlines						\$0.00	\$57,906.11	(\$5,925.85)	\$0.00	\$0.00	\$51,980.26
DeSutter, Peter	Invoice	12/1/2023	12365	12/31/2023	10	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Divine Carriers						\$0.00	\$139.27	\$139.27	\$139.27	\$335.62	\$753.43
Dudley Bruce	Invoice	8/15/2023	11840	9/14/2023	118	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$90.00
Duluth Hangar, LLC	Invoice	12/1/2023	12375	12/31/2023	10	\$0.00	\$869.48	\$0.00	\$0.00	\$0.00	\$869.48
Dunker, Christopher L	Invoice	3/17/2022	9478	4/16/2022	634	\$0.00	\$0.00	\$0.00	\$0.00	\$9,378.20	\$9,378.20
Federal Aviation Administration						\$0.00	\$13,026.00	\$13,026.00	\$0.00	\$0.00	\$26,052.00
Federal Express Corporation	Invoice	11/6/2023	12262	12/6/2023	35	\$0.00	\$0.00	\$230.00	\$0.00	\$0.00	\$230.00
FEDEX Duluth C/O CBC Fisher Group	Invoice	12/1/2023	12385	12/31/2023	10	\$0.00	\$8,665.34	\$0.00	\$0.00	\$0.00	\$8,665.34
Fetter, Jordan						\$0.00	\$51.00	\$51.00	\$51.00	\$0.00	\$153.00
Gardonio, Michael	Invoice	12/1/2023	12363	12/31/2023	10	\$0.00	\$1,930.36	\$0.00	\$0.00	\$0.00	\$1,930.36
General Services Administration	Invoice	12/1/2023	12371	12/31/2023	10	\$0.00	\$5,631.76	\$0.00	\$0.00	\$0.00	\$5,631.76
Goritchan Boris						\$0.00	\$0.00	\$0.00	\$0.00	\$2,004.00	\$2,004.00
Hagberg, Rick	Invoice	11/1/2023	12229	12/1/2023	40	\$0.00	\$0.00	\$206.56	\$0.00	\$0.00	\$206.56
Hall John	Invoice	12/1/2023	12346	12/31/2023	10	\$0.00	\$315.47	\$0.00	\$0.00	\$0.00	\$315.47
Hermantown Hydraulics						\$0.00	\$714.90	\$714.90	\$714.90	\$267.08	\$2,411.78
Hillman Colin	Invoice	12/1/2023	12377	12/31/2023	10	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Hunstad, Nicholas	Invoice	12/1/2023	12364	12/31/2023	10	\$0.00	\$108.33	\$0.00	\$0.00	\$0.00	\$108.33
HydroSolutions Of Duluth, Inc.	Invoice	12/1/2023	12347	12/31/2023	10	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Jauss Aviation Inc.						\$0.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
Johnson, Josiah H	Invoice	12/1/2023	12358	12/31/2023	10	\$0.00	\$179.16	\$0.00	\$0.00	\$0.00	\$179.16
Johnson, Richard	Payment	11/17/2023	10752	11/17/2023	24	\$0.00	(\$483.20)	\$0.00	\$0.00	\$0.00	(\$483.20)
Johnston, Paul	Payment	11/30/2023	10809	11/30/2023	11	\$0.00	(\$206.56)	\$0.00	\$0.00	\$0.00	(\$206.56)
K & D Auctions						\$0.00	\$0.00	(\$1,139.22)	(\$2,333.22)	\$0.00	(\$3,472.44)
Kleen-Tech Services, LLC						\$0.00	\$708.69	\$708.69	\$708.69	\$0.00	\$2,126.07

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	11/11/2023 -	10/12/2023 -	9/12/2023 -	BEFORE	TOTAL
							12/10/2023 (30)	11/10/2023 (60)	10/11/2023 (90)	9/12/2023 (>90)	
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
Lake Superior College	Invoice	12/1/2023	12372	12/31/2023	10	\$0.00	\$34,468.27	\$0.00	\$0.00	\$0.00	\$34,468.27
Lake Superior Helicopters	Invoice	12/1/2023	12349	12/31/2023	10	\$0.00	\$4,378.19	\$0.00	\$0.00	\$0.00	\$4,378.19
Messerer Jon	Invoice	9/1/2023	11953	10/1/2023	101	\$0.00	\$0.00	\$0.00	\$0.00	\$60.58	\$60.58
Minnesota Department of Transportation						\$0.00	\$30,203.00	\$2,071,829.59	\$34,549.02	\$29,716.68	\$2,166,298.29
Minnesota Power	Invoice	12/1/2023	12351	12/31/2023	10	\$0.00	\$466.46	\$0.00	\$0.00	\$0.00	\$466.46
Monaco Air Duluth						\$0.00	\$6,846.34	\$7,476.34	\$2,243.92	\$0.00	\$16,566.60
Mountain Air Cargo	Invoice	12/1/2023	12354	12/31/2023	10	\$0.00	\$1,646.00	\$0.00	\$0.00	\$0.00	\$1,646.00
Mundt, David	Invoice	10/4/2023	12125	11/3/2023	68	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00
Northland Constructors, Inc.						\$0.00	\$181.50	\$181.50	\$0.00	\$0.00	\$363.00
Oakwells CR, LLC						\$0.00	\$120.00	\$200.00	\$0.00	\$0.00	\$320.00
On Site Enterprises, Inc	Payment	3/17/2023	9757	3/17/2023	269	\$0.00	\$0.00	\$0.00	\$0.00	(\$2.00)	(\$2.00)
Opack Matthew Jr.	Invoice	10/4/2023	12117	11/3/2023	68	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00
Parking Lot Miscellaneous Customers						\$0.00	\$0.00	\$880.00	\$0.00	\$155.00	\$1,035.00
Parthe, Lance	Invoice	11/1/2023	12225	12/1/2023	40	\$0.00	\$0.00	\$276.64	\$0.00	\$0.00	\$276.64
Pettis, Kevin	Invoice	10/4/2023	12124	11/3/2023	68	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00
Premium Air, LLC	Invoice	8/31/2023	11889	9/30/2023	102	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$65.00
QMS, INC.	Invoice	9/30/2023	12151	11/16/2023	72	\$0.00	\$0.00	\$0.00	\$89.37	\$0.00	\$89.37
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	1,575	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
Reinert Roger RS&H						\$0.00	\$0.00	\$90.00	\$90.00	\$0.00	\$180.00
						\$0.00	\$2,761.77	\$120.00	\$0.00	\$0.00	\$2,881.77
Shafer Contracting	Invoice	11/17/2023	12310	12/17/2023	24	\$0.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$2,900.00
Sinex, Barry						\$0.00	\$0.00	\$90.00	\$90.00	\$180.00	\$360.00
Sun Country, Inc. dba Sun Country Airlines						\$0.00	\$114.96	\$0.00	\$0.00	\$0.00	\$114.96
Sundquist, Margie						\$0.00	\$51.00	\$51.00	\$0.00	\$0.00	\$102.00
Sydow Dan	Invoice	11/1/2023	12224	12/1/2023	40	\$0.00	\$0.00	\$276.63	\$0.00	\$0.00	\$276.63
The Landline Company						\$0.00	\$600.16	\$3,388.16	\$0.00	\$0.00	\$3,988.32
Transportation Security Administration						\$0.00	\$8,633.67	\$8,505.00	\$0.00	\$0.00	\$17,138.67
United Airlines						\$0.00	\$45,103.45	\$1,659.08	\$0.00	\$0.00	\$46,762.53
WLSSD	Invoice	12/1/2023	12387	12/31/2023	10	\$0.00	\$12,280.62	\$0.00	\$0.00	\$0.00	\$12,280.62
Total						\$0.00	\$308,283.97	\$2,114,567.93	\$46,785.87	\$71,275.92	\$2,540,913.69



Delta Statistics

Airline Monthly Activity Report for DLH

Reporting Airline: Delta Airlines	Month & Yr: Nov-23	Contact: Rachel Little	Phone Number: 218-481-6475	Email Address: rachel.little@unifltservice.com
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<u>Signatory Reporting Activity</u>											<u>Passenger/Airport Data</u>										
<u>Arrivals</u>											<u>Departures</u>										
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail
B717	Delta	MSP	DLH	28	28	0	110000	3080	\$2.18	\$6,714.40	2525	58	2583	2320	61	2381	4964	2,970	87%		
E175	SKYWEST AIRLINES INC	MSP	DLH	1	1	0	75177	75.177	\$2.18	\$163.89	67	0	67	52	0	52	119	70	96%		
E175	SKYWEST AIRLINES INC	MSP	DLH	54	54	0	75177	4059.558	\$2.18	\$8,849.84	3306	103	3409	3264	102	3366	6775	4,104	83%		
CRJ-900	SKYWEST AIRLINES INC	MSP	DLH	1	1	0	75100	75.1	\$2.18	\$163.72	68	5	73	73	2	75	148	76	96%		
CRJ-700	SKYWEST AIRLINES INC	MSP	DLH	1	1	0	67000	67	\$2.18	\$146.06	14	1	15	0	0	0	15	65	23%		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
TOTALS				85	85	0		7356.835		\$16,037.90	5,980	167	6,147	5,709	165	5,874	12,021	7,285	84.4%	0	0

<u>Non-Signatory Reporting Activity</u>											<u>Passenger/Airport Data</u>										
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
TOTALS				0	0	0		0		\$0.00	0	0	0	0	0	0	0	0	#DIV/0!	0	0



United Statistics Airline Monthly Activity Report for DLH

Reporting Airline:	UA Express (All Carriers)	Month & Yr	Nov-23	Contact:	Rachel Little	Phone Number:	218-481-6475	Email Address:	rachel.little@uniflightservice.com
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<u>Signatory Reporting Activity</u>											<u>Passenger/Airport Data</u>										
<u>Arrivals</u>											<u>Departures</u>										
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail
CRJ-200	SKYWEST AIRLINES INC	ORD	DLH	59	59	1	47000	2820	\$2.18	\$6,147.60	2690	51	2741	2712	57	2769	5510	2,950	93%		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
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								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
								0	\$2.18	\$0.00			0			0	0		#DIV/0!		
TOTALS				59	59	1		2820		\$6,147.60	2,690	51	2,741	2,712	57	2,769	5,510	2,950	92.9%	0	0

<u>Non-Signatory Reporting Activity</u>											<u>Passenger/Airport Data</u>										
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
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								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
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								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
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								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
								0	\$2.60	\$0.00			0			0	0		#DIV/0!		
TOTALS				0	0	1		0		\$0.00	0	0	0	0	0	0	0	0	#DIV/0!	0	0

Exhibit C



Sun Country Statistics

Airline Monthly Activity Report for DLH

Reporting Airline: Sun Country Month & Yr: Nov-23 Contact: Mai Pha Phone Number: Email Address: stationsaccounting@suncountry.com

Signatory Reporting Activity											Passenger/Airport Data											
Arrivals											Departures											
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights	DIVERSIONS	CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail	
B737-800	MN AIRLINES LLC	IFP	DLH	1	1		146300	146.3	\$2.18	\$318.93	170	0	170	168	0	168	338	186	91%			
B737-800	MN AIRLINES LLC	MSP	DLH	1	1		146300	146.3	\$2.18	\$318.93	0	0	0	0	0	0	0	186	0%			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
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							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
							0		\$2.18	\$0.00			0			0	0	0	#DIV/0!			
TOTALS				2	2	0	292.6			\$637.87	170	0	170	168	0	168	338	372	45.7%	0	0	
Non-Signatory Reporting Activity											Passenger/Airport Data											
AC Type	Airline/Operator	Origin	Dest	Scheduled Flights	Completed Flights		CGLW	Total Wt/1000lbs	Landing Fee Rate	Total Landing Fees	Revenue Enplanements	Non Revenue Enplanements	Total Enplanements	Revenue Deplanements	Non-Revenue Deplanements	Total Deplanements	Total Passengers	Total Seats Available	Load Factor %	Freight	Mail	
							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
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							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
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							0		\$2.60	\$0.00			0			0	0		#DIV/0!			
TOTALS				0	0	0	0			\$0.00	0	0	0	0	0	0	0	0	0	#DIV/0!	0	0