



# 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 *special* meeting on **Wednesday, May 15, 2024 at 1:00 p.m.** in the Amatuzio Conference Room, Third Floor, in the Duluth International Airport Terminal Building, 4701 Grinden Drive, Duluth, MN 55811

*This special meeting will replace the regular meeting originally scheduled for May 21, 2024 (the third Tuesday of the Month). There will be no meeting held on May 21, 2024.*

In accordance with the requirements of Minn. Stat. Section 13D.02, Director Jeff Anderson intends to appear remotely via interactive technology from the following public location:  
75 Rev Dr Martin Luther King Jr Boulevard., St Paul, MN 55155

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

#### Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 336 734 244

Passcode: ihi3nk

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

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



# DULUTH AIRPORT AUTHORITY

## DULUTH AIRPORT AUTHORITY MEETING AGENDA MAY 15, 2024

### 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 April 16, 2024 Board Meeting Minutes

#### III. \*DAA CASH DISBURSEMENTS

- A. Operating Check Registers #9-11 of 2024; Operating ACH Payment Register #9-11 of 2024; Construction ACH Register #6 of 2024; Construction ACH Pay.gov Register #1 of 2024.

#### IV. \*CORRESPONDENCE

- A. DLH Building 100 Demolition Construction Notice
  - i. April 18, 2024
  - ii. May 6, 2024
- B. April 15, 2024: DYT Construction Newsletter.
- C. April 10, 2024: Duluth Airport Authority Displays Plans for New Air Traffic Control Tower. Fox21Online.
- D. April 10, 2024: Duluth International Airport showcases Air Traffic Control Tower replacement plans. WDIO.
- E. April 11, 2024: Duluth Airport leaders shares latest plans for multi-million dollar project. Northern News Now.
- F. April 11, 2024: Duluth airport to replace traffic control tower – the third-oldest in US. Duluth News Tribune.
- G. April 18, 2024: Reinstate Law Enforcement (LEO) Reimbursement Program Funding. Letter to Congressman Pete Stauber.
- H. April 29, 2024: Airport Alert: Lawmakers Reach Agreement on Final FAA Bill. AAEE Federal Affairs Email.

#### V. OPPORTUNITY FOR PERSONS TO BE HEARD

#### VI. OLD BUSINESS

None



**VII. NEW BUSINESS**

- A. Resolution to Approve Task Order #2 of the Decomm Aviation Consulting Master Services Agreement for Fixed Based Operator Acquisition Consulting Services
- B. Resolution to Accept and Award State Grant Agreement for the 2024 Mower and Attachments Acquisition at the Sky Harbor Airport and Seaplane Base, in the amount of \$280,330.00.
- C. Resolution to Accept and Award State Grant Agreement for the 2024 Terminal Plow/Sander at the Duluth International Airport, in the amount not to exceed \$153,988.61.
- D. Resolution to Accept and Award the Contract for the Acquisition of Snow Removal Equipment – Wheel Loader at the Duluth International Airport (DLH) between the Duluth Airport Authority and Zeigler Inc. Contingent on an Approved Buy American Waiver in the amount of 829,295.00
- E. Resolution to Approve Amendment No. 1 to Work Order KACC 2023-01 between Duluth Airport Authority and Kraus Anderson Construction Company.
- F. Resolution Authorizing an Agreement to Insure Certain Duluth Airport Authority Property and Equipment Under the City of Duluth's Property and Boiler Insurance Policies.
- G. Resolution Authorizing an Amended Annual Salary Compensation of \$172,614 for Thomas J. Werner, Executive Director, to be Effective Retroactively as of January 1, 2024.
- H. \*March 2024 Financial Reports
- I. \*May 2024 Accounts Receivable
- J. \*April 2024 Airline Statistics, Landline Statistics

**VIII. DIRECTOR'S REPORTS**

***Items annotated by an asterisk (\*) are approved by consent and require no discussion or action unless questioned by a Director (in accordance with resolution passed by Directors on March 19, 2002).***



## **DULUTH AIRPORT AUTHORITY**

**DATE: May 15, 2024**

**TO: Duluth Airport Authority Board of Directors**

**FROM: Executive Director**

**SUBJECT: Executive Director's Review**

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

### **AIR SERVICE**

- Passenger statistics will be presented at the meeting.

### **OPERATIONS/CONSTRUCTION/PLANNING**

- Planning:
  - New Air Traffic Control Tower (ATCT)
  - 2024 Airshow
- Construction:
  - Building 100 Demo
  - Taxiway A – Phase 3 Construction
- Operations and Maintenance:
- Sky Harbor:
  - New Sky Harbor Airport Terminal
  - New Snow Removal Equipment Building

### **BUSINESS/PROPERTY DEVELOPMENT**

- Summer Intern Introduction
- Airport Economic Development Summit Save the Date
- LSC Lease Renewal
- NBDA Project Update
- Cirrus Expansion Update
- FBO Acquisition Due Diligence

### **FINANCIAL UPDATE**

- Quarter 1 Financial Update
- Audit Update

### **MARKETING/COMMUNICATIONS**

- Ranch Hangar Ribbon Cutting Recap
- Sky Harbor Ribbon Cutting
- Sky Harbor Art Show
- 1Q24 Metrics



**LEGISLATIVE UPDATE**

- HF5157 & SF5242 DLH ATCT Bill
- Congressionally Directed Spending Request
- EPA Adds PFAS as Hazardous Substance Under CERCLA
- Law Enforcement Reimbursement (LEO) Program Unfunded

**PRESENTATIONS/TOURS/TRAVEL RECAP**

- Minnesota Council of Airports Conference

**OTHER**

- Organizational Roadmap 2030
  - Targeted Organizational Restructuring and Financial Feasibility

Submitted by,

Tom Werner, A.A.E.  
Executive Director



## II. Prior Meeting Minutes

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## Duluth Airport Authority

### Meeting Minutes

April 16, 2024

**MEETING LOCATION:** Amatuzio Conference Room, Duluth International Airport

**DIRECTORS PRESENT:**

Kevin O'Brien  
Michael Henderson  
Jason Crawford

**DIRECTORS PARTICIPATING VIA ELECTRONIC MEANS:**

Jeff Anderson

**DIRECTORS ABSENT:**

Kim Maki  
Elissa Hansen

**OTHERS PRESENT:**

Tom Werner, DAA Executive Director  
Mark Papko, DAA Dir. of Operations  
Jana Kayser, DAA Dir. of Business Development  
Joelle Bodin, DAA Dir. of Finance and Administration  
Natalie Baker, DAA Dir. of Marketing and Communications  
Jenny Delnay, DAA Administrative Coordinator  
Joe Uhlhorn, H+U Construction  
John Kontny, Jamar  
Eric Monson, Lake Superior Helicopters  
Don Monaco, Monaco Air Duluth  
Mike Bown, SEH  
Shawn McMahon, SEH  
Kaci Nowicki, SHE  
Scott Sannes, SEH

**OTHERS PARTICIPATING VIA ELECTRONIC MEANS:**

Kathy Leon, DAA Confidential Bookkeeper  
Dante Tomassoni, Cirrus  
James Gibson, Cirrus  
Horeya Czaplewski, EXP  
Paul Huston, HNTB  
Matthew Stewart, SEH

**CALL TO ORDER:** Dir. O'Brien called the DAA board meeting to order at 8:01 a.m. Dir. O'Brien called attendance by roll call. He noted that Dir. Maki and Hansen are absent, but there is a quorum present.

Dir. O'Brien 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.



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- Mr. Werner presented year-to-date numbers. Enplanements are down a little from 2023, mostly due to Sun Country no longer doing the Phoenix route. Mr. Werner will be connecting with Sun Country next month to discuss future routes at DLH. While capacity on the Ft. Myers flights have been good, that is only one part to consider. Mr. Werner shared that currently DLH captures 32-35% of the market, while the other 68-70% drive to MSP. He also showed the economic correlation between per capita income and seats on the market across the country. Aircraft issues have become a hot topic recently, in addition to the Whitney engine shortage. Seat capacity this summer will be up 11% compared to last summer and within 16% of 2019 levels.
- Jumpstart Conference Preparation – Mr. Werner and Mr. Bown will meet with 7 different airlines during this conference, all of which have the potential to be a future partner at DLH. This is scheduled for next month during the currently scheduled Board Meeting.
- Updated Business Case for DEN Project Presentation – Mr. Werner invited Mr. Mike Bown from SEH to present the Business Case for Denver. He noted that this presentation is the same one that Mr. Werner and Mr. Bown will present to the Duluth Chamber Foundation later today.
  - Mr. Bown noted that this presentation is the type that is usually presented to an airline with industry knowledge, so encouraged the board to ask clarifying questions as needed.
  - Mr. Bown shared that the last time the Denver Business Case was presented, it was in pre-covid. At that time, there was the SCASD grant and community support totaling around \$1 million and SkyWest appeared to have great interest in the route.
  - Mr. Bown shared that across the US and in this region specifically, the per capita to traveler ratio is about 1.0, however, within this region, over half of those passengers drive to MSP to fly out. He also showed the correlation between Economic Growth in a region with an increase in enplaned passenger growth, and the inverse.
  - Denver (DEN) is one of the fastest growing hubs in the country, and may eventually become the airport with the most traffic. They are currently building more gates for increased capacity. At one point, there were 9 different airlines flying between DEN and MSP.
  - Mr. Bown shared that he believes there could be a good amount of traffic from Northern MN through DLH if there were direct flights available, both for access to Denver as well as other western hubs that connect from Denver.
  - Since 2019, the biggest change to the business case has been the explosion in operating costs and fleet changes. To operate a CRJ, in 2021 it cost around \$3,000 per block hour, but in 2023 it has increased to nearly \$5,000. In addition, the 50 seat CRJ is being discontinued across multiple airlines and will likely no longer be on the market within the next 5 years. The updated aircraft in 2023 is now costing \$6,000 per block hour. This will increase the cost of the Denver Business Case by \$3.5-4 million annually.
  - In order for this route to break even, even assuming 100% capacity, fares would need to average \$700.
  - Mr. Bown shared that he believes there needs to be \$1.5 million MRG for this route to be considered by an airline to add. There is also the option of starting this route season, with the intent to grow to annually once established.



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- Many communities and states across the country are getting more aggressive in recruiting air service, including Ohio and Indiana who have budgets of \$10+ million and Michigan who just added a \$5 million package.
- Dir. O'Brien asked if these funds would be for operating costs or marketing funds and what the timeline was for these funds to be spent.
  - Mr. Bown shared that the hardest time for a new route is the first 6 months and often these funds are used up during that time for routes that can be successful in the long run. These can be used to support financial losses incurred by the airlines and sometimes for marketing costs.
- Dir. Crawford asked if other markets with similar proposals are facing similar situations for their route to become feasible.
  - Mr. Bown shared that the economics for this region are tough. Typically for this distance, the airlines would prefer to operate larger aircraft, but it can also vary greatly.
- Dir. Henderson asked how long this projection of feasibility is expected to remain the same.
  - Mr. Bown shared that in his opinion, if the industry and economy stays at status quo, he does not expect a change in these scenarios. The biggest question is what happens to the industry moving forward, since it tends to be cyclical, i.e. when times are good, costs and wages increase. Then a downturn comes, and costs and wages are driven back down, only to repeat the cycle again.
  - Mr. Werner added that we have to accept the conditions as they are, not as we wish them to be. Given that the regional economy is stagnant, there cannot be expected to have a large growth in air service, so the DAA needs to be selective about which opportunities to pursue. In 2019, this route made sense, however the economics are different today.
- Mr. Werner noted that there will be a point where the Board and Staff will need to make a decision about whether this route still makes sense to pursue today. Mr. Werner noted that they will be discussing this with the Duluth Chamber Foundation later today to hear from community members about their input on this route. He noted there are other opportunities for air service growth to consider.
- Mr. Bown noted that another change since 2019 is the United Maintenance base at Duluth. That guaranteed planes coming to DLH each night, which allowed them to be aggressive on pricing and forcing other airlines to match their prices. Without this maintenance base any longer, it adds another layer to consider.

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

- New Air Traffic Control Tower (ATCT) Update: The 35% review happened last week with the project team and had fruitful conversations. The design is heading in the right direction.
  - The ATCT Public Open House happened last week on the same day. There were 30-40 people unrelated to project support who attended. There were good conversations and good media coverage.
  - Mr. Papko shared the current site layout, including the two stormwater filtration basins, Stebner Rd relocation, and the one-way traffic to allow for semi-truck access.
- Construction:





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- Taxiway A Tenant Construction Communication: There was a meeting with tenants regarding the construction impacts that they can expect this summer, as Taxiway A Phase 3 is scheduled for this summer. This is at a crucial Taxiway A / Taxiway C intersection which is considered a “hot spot” with the amount of congestion. It is a complex project, so will be diligent in communication surrounding this project.
- Operations and Maintenance:
  - During the Winter Storm that occurred March 24-27, there was 24 inches of wet, heavy snow and ice. There were no airline cancellations due to airport conditions (there were some cancellations due to plane mechanical issues or other reasons not within DAA’s control). The management of this snow was in large part due to two new tools added to the fleet.
    - Liquid De-Icing chemicals have recently been added for use on runway surfaces. This has led to a dramatic reduction in sand use and a better end product for tenants. This is especially useful with mixed weather (i.e. snow/sleet mix).
    - A new magnet trailer has also been added to the fleet. With the snow removal equipment, there are broom heads which are half poly and half metal. During use, they are worn down and the bristles break off, causing foreign object debris (FOB) on the runway. The F16 especially are very sensitive to FOBs on the runway and the DAA has an obligation to provide a debris free airfield. Therefore, DAA has used magnets to pick up the metal bristles. The current magnet is towed at 8-10 mph and must do multiple passes over the same area. It takes 8-12 hours to cover the runway and needs to be done anytime the snow removal equipment is used. The new magnet trailer has been customized for DLH’s needs and has been doing a lot of R&D with the company. While not as wide, this magnet can be towed up to 80 mph and is more effective than the previous magnet. This trailer takes 20-30 minutes to cover the runway. With the small amount of testing that has been done thus far, it seems to be very effective and the 148<sup>th</sup> has been extremely happy with the product. The company is hoping to take this new product mainstream as a product to offer both to military and civilian airfields.
  - Dir. O’Brien asked how susceptible the Cirrus jets are in comparison to the military and commercial aircraft.
    - Mr. Papko shared that the main concern is the placement of the intake for the engine. Cirrus aircraft intake is on top of the plane, however all jet engines are still susceptible to FOB. This trailer was born out of the need from the 148<sup>th</sup>, however it is useful for all aircraft.
  - Dir. Henderson asked about the cost of the new magnet trailer.
    - Mr. Papko shared that at this point, there is no cost to DAA. There is not a price currently set for the magnet trailer for others since it is still under development.
    - Mr. Werner shared that this partnership was brought before the board last year during conception of the project. There is a chance that we may be financially compensated due to participating in the R&D stage.
  - New ADA Coordinator Certification: Mr. Papko shared that Mr. John Graves has completed FAA training and certification to become DLH’s ADA Coordinator.
- Mr. Papko reminded the board that the Airshow is coming up next month, May 18-19.



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- Sky Harbor:
  - New Sky Harbor Airport Terminal Update: Mr. Papko shared that this project is close to finishing. They are waiting for warmer weather to pour concrete, but the project is starting to turn towards punch list and clean up items and ordering furniture as the Grand Opening approaches.
  - New Snow Removal Equipment Building Update: The building is now stood up and fully enclosed. They are pouring concrete this morning. This will be a great improvement for Sky Harbor to be able to store the Snow Removal Equipment in its own space, rather than sharing space with aircraft.

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

- Ranch Hangar Project Update: This project only has a few items left to finish. The Stormwater requirements are going to begin on April 17<sup>th</sup> and will be completed by the Grand Opening on May 14<sup>th</sup>. Tenants have moved in and have sent back good feedback.
- Development RFP Responses: There were two RFPs published for the NBDA on the north side and the other for Midfield Ramp. There was a non-compliant response for Midfield and one response for NBDA. The NBDA response is currently under evaluation and Ms. Kayser will provide an update at the next meeting.
- Airport Economic Development Forum Update: Ms. Kayser is currently working to finalize this date. This will be in partnership with Kaplan Kirsch and Rockwell. This will likely be happening in June or July.
- Hermantown Hydraulics Vacation: This contract has been officially terminated and they vacated the building as of March 31<sup>st</sup>. This building is owned by the airport but was leased by the tenant.
- Hydrosolutions Termination Plan: Hydrosolutions has been looking for a new location for a while and will be moving to the Old Halmark Facility, likely to vacate at the end of May. This building is close to the new tower location and the building is at the end of its usable life. There are no current plans for this building, although it may be useful as storage during the Tower construction.
- New Lease draft for current Tower: The current lease is set to expire next year. Originally had looked to extend the existing lease, however the FAA sent a new lease. There are material changes to the lease, so Ms. Kayser has inquired again about extending the existing lease with a small rent escalator.
- LSC Discussion: LSC's lease is set to term in 2025, so Ms. Kayser is starting negotiations to extend their contract. These discussions include negotiating the requirements for maintenance in their agreement.
- AJUA Summary: This is the agreement with the Air National Guard for them to operate on the Airfield. The last lease was \$100 for 5 years, but the DAA receives AARF services as part of this agreement. It is possible that the PFAS and Forever Chemicals will also be a part of these negotiations.
  - Mr. Werner clarified that the AARF provides a level of service and resources well above what is required for DLH's air service. If the DAA paid for fire fighting services, it would cost several hundred thousand dollars, if not a million dollars. While this contract does not generate revenue, it does generate these valuable services.
- FBO Acquisition Due Diligence: As has been discussed earlier, Monaco is looking to sell the business. Mr. Werner shared that he is investigating whether the DAA should consider purchasing the FBO to bring it in house. It can provide some cost saving



measures. There is also a legal aspect to having a private business under the DAA's charter. Mr. Werner is hoping to let Mr. Monaco know whether this is something the DAA will continue to pursue by the end of the month.

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

- **Audit Preparation:** Ms. Bodin is still working through audit schedules, reports and contract analysis of grants and the final components of capital assets. There are also new GASBY reporting requirements. Ms. Bodin is hoping to have this completed by the end of the month.
- **FAA Title VI Plan/Community Participation Plan (CPP):** The Title VI plan was due to the FAA by April 1<sup>st</sup> and was submitted about a week early. The FAA just provided comments back yesterday. This plan needs to be approved by the board and in place by the end of the year. There is also a Community Participation Plan portion which is due in June, which Ms. Baker is working on. The certification of our ADA Coordinator was also a part of the Title VI plan.
- **Law Enforcement Reimbursement (LEO) Program – Financial Impacts:** The TSA has announced that they are cutting funding for armed officers. The reimbursement requests are done monthly based on the open hours of the checkpoint. It is around \$90,000-100,000 per year. The program will run through April, creating a shortfall of \$65,000 for the current budget.
  - Mr. Werner shared that this was cut out of the Department of Homeland Security's budget as congress works through their funding. There were a number of TSA provisions that were cut, however this is the most impactful one. Trade organizations are currently working on this and talking to the Minnesota Delegation about the importance of this program. Mr. Werner thinks that it is likely to be a funding gap, but is hopeful that this program will be reinstated for FY25, but it will require a lot of work to be done.

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

- **Ranch Hangar Ribbon Cutting:** This has been scheduled for March 14<sup>th</sup>, the week of the airshow. Time of day TBD, likely in the afternoon.
- **Sky Harbor Ribbon Cutting:** This is currently scheduled for July 10<sup>th</sup> to work around congressional working sessions to allow Federal Representatives to attend, since the project was largely funded with federal funding.
- **Economic Impact Study:** Ms. Baker is working with Giant Voices to complete this study. It was last done in 2019, so a post-pandemic study is needed. It is estimated to be completed this fall.
- **ATCT Open House Recap:** As previously mentioned, there was a good turnout and good media coverage. Most of this coverage will be in the next board packet due to the timing of the event.

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

- **HF5157 & SF5242 DLH ATCT Bill (New Number & Amended Text):** This bill was amended so that the funds from the state and the federal funds already awarded would create a complete base building. The base building has more federally ineligible pieces. The tower shaft and cab are about 95% federally eligible.
- **SF1289 Airport Property Tax Exemption Testimony:** Mr. Werner testified in support of this bill which would extend tax exemptions to include businesses that manufacture aircraft if the population is under 50,000, which would include Duluth, Rochester and St.



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Cloud. This could help support Cirrus and the supply chain/enabling businesses to grow the aviation cluster.

- PFAS Transition Advocacy: Mr. Werner continues to work with state agencies and statewide stakeholders to navigate this transition. There will likely be additional proposed legislation to give financial help and additional time during the transition.
- Congressionally Directed Spending Request: Mr. Werner shared that a request has been submitted through Representative Stauber's office for \$22 million for the federal portion of the tower, which would take some pressure off of the ATP grants. Similar requests will be submitted through the senate as well in the coming weeks.

G. **Presentations/Tours/Travel Recap:** Mr. Werner provided an update on the following:

- NSR

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

- Organizational Roadmap 2030: Mr. Werner shared that the compensation study has been completed and revealed that the DAA is lagging in a few areas, so there has been some action taken. 5 positions received immediate pay changes retroactive to January 1<sup>st</sup>. 19 positions are receiving scale adjustments. Next month, Mr. Werner will share the Organizational Roadmap 2030 with the plans to adjust staffing, especially as pertaining to over-hires/temporary workers.
- Sandy Hoff Appointed to the DAA: Mr. Werner shared that Mr. Sandy Hoff has been appointed and confirmed by the city council to serve on the DAA Board of Directors. He was unable to attend today but will join starting next month.
- Mr. Werner shared that the Jumpstart Conference discussed earlier where he will be meeting with 7 different airlines conflicts with the May Board Meeting. This Board Meeting will likely change dates, either a week earlier or a week later.

- Dir. O'Brien 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 March 19, 2023 Meeting Minutes

- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Henderson
  - Second: Dir. Crawford
  - Abstain: None
  - Result: This resolution was adopted unanimously by roll call.

### III. **\*DAA CASH DISBURSEMENTS**

A. Operating Check Register Sheets #7-8 of 2024; Operating ACH Payment Register #7-8 of 2024; Construction ACH Register #5 of 2024.

### IV. **\*CORRESPONDENCE**

- A. March 19, 2024: DLH Construction Newsletter.
- B. March 19, 2024: DYT Construction Newsletter.
- C. March 18, 2024: Letter of Support for Traffic Control Tower, Duluth Airport Authority. Duluth Building and Construction Trades Council.



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- D. March 18, 2024: Rezoning request heard by City of Duluth's Planning Commission. City of Duluth.
- E. April 2, 2024: TSA LEO Reimbursement and Canine program. Email from TSA Federal Security Director.
- F. April 8, 2024: DLH Construction Newsletter.
- G. April 9, 2024: Duluth International Airport to hold open house for air traffic control tower project. Northern News Now.

### V. OPPORTUNITY FOR PERSONS TO BE HEARD

- A. None.

### VI. OLD BUSINESS

- A. None.

### VII. NEW BUSINESS

- A. Resolution to Approve the Duluth Airport Authority's Air Service Incentive Policy and Incentive Program for the Duluth International Airport.
  - Mr. Werner shared that this resolution includes an update to Operating Policy #30 and the Air Service Development Program as included in the Board Packet. The FAA recently came out with new interpretations of incentive programs, which are reflected in these updates. The new Development Program will allow for increased transparency and will be listed on the DAA website. The program includes set incentives of fee waivers for airport costs and marketing funds broken down by target markets, which include Phoenix, Detroit, Las Vegas, Chicago, Tampa/St. Pete, Orlando and Destin. These markets align with the DAA's strategic goals to grow/bolster air service. There is also a Budgetary Limitation, which limits each incentive to only the first air carrier who responds to it.
    - Pending approval of this resolution, the updated Operating Policy and Air Service Development Program will be listed on the DAA website and will be active 30 days from today. This program will also be presented to the different airlines at the Jumpstart Conference.
    - Mr. Werner will be working with legal counsel to draft an Air Service Incentive Agreement which outlines the required service for an airline to receive the stated incentives. This will be brought back to the Board for approval once finalized.
  - Dir. O'Brien entertained questions or a motion.
    - Motion: Dir. Henderson
    - Second: Dir. Crawford
    - Abstain: None
    - Result: This resolution was adopted unanimously by roll call.
- B. Resolution to Accept and Approve the MnDOT Grant Agreement No. 1056458 for Air Service Marketing State Project No. A6901-SM032 and to authorize the Duluth Airport Authority's President and Secretary to Execute the Grant and any amendments.
  - Ms. Baker shared that this is for an Air Service Grant from the State of Minnesota. The total amount of the grant is \$116,288, which is over \$5,000 more than last year. These funds are used on advertising marketing and public relation efforts of the DAA. Ms. Baker recommends approval.
  - Dir. O'Brien entertained questions or a motion.



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- Motion: Dir. Crawford
- Second: Dir. Henderson
- Abstain: None
- Result: This resolution was adopted unanimously by roll call.

### C. Resolution to Approve Master Agreement between the Duluth Airport Authority and H+U Construction for the Construction of a New Air Traffic Control Tower

- Mr. Papko shared that back in December, the DAA had put out an RFP for Construction Managers to construct the Tower. There were 4 firms that submitted and 3 of them were interviewed. H+U was selected as the final selection since they were both the highest scoring company and the lowest cost. They also have CMAR funding experience with the FAA. They will be coming before the board next month to meet the Board and present the GMP. The Board will approve each GMP as they come, similar to how SEH's work orders are approved by the board under their master agreement.
- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Henderson
  - Second: Dir. Crawford
  - Abstain: None
    - Dir. Henderson was a part of the interview process and expressed accolades to the DAA Staff and Mr. Werner. The due diligence was very thorough. H+U seems like a great partner and a great fit for the work ahead.
    - Dir. O'Brien complimented the work on the timeline and moving this process forward.
  - Result: This resolution was adopted unanimously by roll call.

### D. Resolution to Approve Master Agreement between the Duluth Airport Authority and Jamar Companies for Airport Wide Mechanical, HVAC, and Building Automatic System Coordination

- Mr. Papko shared that, similar to the last resolution, this also went through the public RFP process. This contract is for both the terminal building and the airport campus since there are several buildings where the DAA maintains HVAC. There was only one submission from the RFP process, which was JAMAR who is also the incumbent. They were the original HVAC contractor since the new terminal opened. Their contract was month-to-month after the initial 5-year contract expired. The price on this contract has not changed since 2012, so the new contract does include an increase. The new proposal also breaks down the cost by building to allow for recapturing those fees in lease agreements. Mr. Papko shared that JAMAR has been a great partner over the last decade and looks forward to working with them over the next 5 years.
- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Crawford
  - Second: Dir. Henderson
  - Abstain: None
  - Result: This resolution was adopted unanimously by roll call.

### E. Resolution to Approve Work Order 2024 - 5 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc for the Duluth International Airport Drainage Master Plan Study

- Mr. Papko shared that this Drainage Master Plan would be comprehensive across the entire airfield, similar to the Airport Master Plan. Currently, drainage/stormwater is done on a project-by-project basis, which can become costly to do only small portions at a time. The comprehensive plan covers all of the upcoming projects within one plan, so



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there is less due diligence needed for each individual project. It is considered airport best practice to have a drainage plan for the entire campus. There will be funding coming through the FAA, since it is already covered in AIP or AIG projects.

- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Henderson
  - Second: Dir. Crawford
  - Abstain: Dir. Anderson
  - Result: This resolution was adopted unanimously by roll call by all voting members.
  
- F. Resolution to Accept and Award the Contract in the amount of \$45,867.00 for the Plant Mitigation at the Sky Harbor Airport (DYT) between the Duluth Airport Authority and Prairie Restorations, Inc.
  - Mr. Papko shared that when the Sky Harbor runway 1432 was relocated, it required restoring the aquatic habitat over a 5-year span, however the FAA grants do not allow projects to happen over that long of a time frame, so it was split into two contracts. This is part two, which will fulfill the DNA requirements for aquatic mitigation.
  - Dir. O'Brien asked if this was reimbursable.
    - Mr. Papko confirmed that it was at 90% AIP, 5% state and 5% local.
  - Dir. O'Brien entertained questions or a motion.
    - Motion: Dir. Crawford
    - Second: Dir. Henderson
    - Abstain: None
    - Result: This resolution was adopted unanimously by roll call.
  
- G. Resolution to Accept and Award the Contract in the amount of \$233,200.01 between the Duluth Airport Authority and Urban Companies, LLC for the Demolition of Building 100.
  - Mr. Papko shared that Building 100 is the prior site of Hermantown Hydraulics. This contract is for the demolition of the site to prepare for the new ATCT. It includes the removal of hazardous material and grating the area. It will be funded at the 95% rate.
  - Dir. O'Brien asked if contaminated soil was expected.
    - Mr. Papko shared that there is some slight surface contamination but does not appear to be too drastic. There has been testing done inside the facility and underneath. Once the structure is removed, there will be a better understanding. Given the previous uses of this site, it is expected to be largely localized to the building.
  - Dir. O'Brien entertained questions or a motion.
    - Motion: Dir. Henderson
    - Second: Dir. Crawford
    - Abstain: None
    - Result: This resolution was adopted unanimously by roll call.
  
- H. Resolution to Approve Work Order 2024 - 4 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc for the Construction Administration of the Demolition of Building 100.
  - Mr. Papko shared this is for construction administration for the same building described in the last resolution and it includes the hazardous waste and asbestos removal involved in this project.
  - Dir. O'Brien entertained questions or a motion.
    - Motion: Dir. Henderson



## DULUTH AIRPORT AUTHORITY

- Second: Dir. Crawford
- Abstain: Dir. Anderson
- Result: This resolution was adopted unanimously by roll call by all voting members.

### I. Resolution to Approve Lease Agreement Between the Duluth Airport Authority and Chad's Pad, LLC

- Mr. Kayser showed the map of the parking lot which has been leased by Chad's Pad for storage of vehicles and parts, including a small garage with two bays. Previously, the agreement was for a 10-year term, which is now non-complaint. This new agreement has been brought up to current standards, including a significant increase in rent. It also removed 76 sq ft from the lease to ensure accuracy with property lines and adds a termination clause. There are no current plans for this area in the Master Plan.
- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Crawford
  - Second: Dir. Henderson
  - Abstain: None
  - Result: This resolution was adopted unanimously by roll call.

### J. Resolution to Approve Operator Agreement between the Duluth Airport Authority and Duluth Flying Club (Fly Duluth).

- Ms. Kayser shared that the Duluth Flying Club agreement was up for renewal. The agreement will now go through 2027. It is operated out of Monaco and is in line with other operator agreements. The only change to the agreement is the term.
- Dir. Henderson asked if this has always been a 3-year term.
  - Ms. Kayser confirmed that was correct and at their request.
- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Henderson
  - Second: Dir. Crawford
  - Abstain: None
  - Result: This resolution was adopted unanimously by roll call.

### K. \*February 2023 Financial Reports

### L. \*April 2024 Accounts Receivable

### M. \*March 2024 Airline Statistics, Landline Statistics

### N. Resolution to Approve Federal Aviation Administration Non-Federal Reimbursable Agreement RA-006323 for the Design of a New Air Traffic Control Tower Project at the Duluth International Airport.

- Mr. Papko shared that this contract is required for the FAA to work on the ATCT and be reimbursed at a rate set by the type of work. This includes the design work and will likely be extended to construction as well. This contract is set and regulated by the FAA. The DAA has been waiting on this contract since last year and it was added to the agenda as soon as it was received. Mr. Papko recommended approval to keep the project moving forward.
- Dir. O'Brien entertained questions or a motion.
  - Motion: Dir. Crawford
  - Second: Dir. Henderson
  - Abstain: None





## DULUTH AIRPORT AUTHORITY

- Result: This resolution was adopted unanimously by roll call.

### VIII. DIRECTOR'S REPORTS

A. None.

**ADJOURN:** Dir. O'Brien requested a motion to adjourn the meeting.

- Motion: Dir. Crawford
- Second: Dir. Henderson
- Abstain: None
- Result: The meeting was adjourned at 9:47 a.m. unanimously by roll call.

Respectfully submitted,

Jenny Delnay  
Administrative Coordinator

Tom  
Werner

Digitally signed by  
Tom Werner  
Date: 2024.04.26  
12:21:37 -05'00'

Approved: \_\_\_\_\_

DAA Executive Director

III. Cash Disbursements


**DAA Operating Check Register #9-2024  
April 12, 2024**

**Document Number From 12107 through 12124**

Document Number	Date	Transaction Type	Payee	Amount
12107	4/12/2024	BILLPMT	Ascendance Trucks Central, LLC	\$164.06
12108	4/12/2024	BILLPMT	Baker, Natalie	\$60.00
12109	4/12/2024	BILLPMT	Baker, Natalie M	\$752.88
12110	4/12/2024	BILLPMT	City Of Duluth Comfort Systems	\$28,067.86
12111	4/12/2024	BILLPMT	City Of Duluth, Minnesota	\$81.60
12112	4/12/2024	BILLPMT	Curtis Oil & Propane	\$552.68
12113	4/12/2024	BILLPMT	Duluth Area Chamber Of Commerce	\$261.00
12114	4/12/2024	BILLPMT	Duluth Lawn & Sport	\$75.27
12115	4/12/2024	BILLPMT	Innovative Office Solutions, LLC	\$194.20
12116	4/12/2024	BILLPMT	Johnson Carpet One	\$960.00
12117	4/12/2024	BILLPMT	Johnson, Killen & Seiler, P.A.	\$1,392.00
12118	4/12/2024	BILLPMT	Minnesota Power	\$40,019.04
12119	4/12/2024	BILLPMT	NAPA Auto Parts	\$107.31
12120	4/12/2024	BILLPMT	Sherwin-Williams Co.	\$168.13
12121	4/12/2024	BILLPMT	St. Joseph Equipment Inc.	\$1,144.79
12122	4/12/2024	BILLPMT	Summit Fire Protection	\$84.00
12123	4/12/2024	BILLPMT	Taylor, Dan	\$60.00
12124	4/12/2024	BILLPMT	United States Postal Service	\$300.00
<b>Total</b>				<b>\$74,444.82</b>



Airport Director

  
 Joelle Bodin (Apr 11, 2024 11:35 CDT)  
 Finance Director

Tom Werner  
 Executive Director

  
 Kim Maki (Apr 11, 2024 11:31 CDT)

Board President

  
 Jos Bailey (Apr 11, 2024 11:24 CDT)

City Treasury












# Operating Check Register #9-2024

Final Audit Report

2024-04-11

Created:	2024-04-11
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqslOB9QmX3XaHBaVQ5RzLyCsExRYtppm

## "Operating Check Register #9-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)  
2024-04-11 - 4:20:51 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature  
2024-04-11 - 4:20:55 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-04-11 - 4:20:55 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-04-11 - 4:20:55 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
2024-04-11 - 4:20:55 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)  
2024-04-11 - 4:24:33 PM GMT- IP address: 156.99.162.253
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)  
Signature Date: 2024-04-11 - 4:24:42 PM GMT - Time Source: server- IP address: 156.99.162.253
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-04-11 - 4:25:43 PM GMT- IP address: 174.213.244.99
-  Document e-signed by Tom Werner (twerner@duluthairport.com)  
Signature Date: 2024-04-11 - 4:26:08 PM GMT - Time Source: server- IP address: 174.213.244.99
-  Email viewed by makik@stlouiscountymn.gov  
2024-04-11 - 4:30:26 PM GMT- IP address: 107.122.93.131
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki  
2024-04-11 - 4:31:07 PM GMT- IP address: 107.122.93.131

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

Signature Date: 2024-04-11 - 4:31:09 PM GMT - Time Source: server- IP address: 107.122.93.131

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2024-04-11 - 4:34:46 PM GMT- IP address: 205.149.151.193

 Document e-signed by Joelle Bodin (jbodin@duluthairport.com)

Signature Date: 2024-04-11 - 4:35:00 PM GMT - Time Source: server- IP address: 205.149.151.193

 Agreement completed.

2024-04-11 - 4:35:00 PM GMT


**DAA Operating Check Register #10-2024**  
**April 19, 2024**

**Document Number From 12125 through 12131**

Document Number	Date	Transaction Type	Payee	Amount
12125	4/19/2024	BILLPMT	Amish Furniture Haus	\$1,258.20
12126	4/19/2024	BILLPMT	AT&T Mobility	\$4,005.46
12127	4/19/2024	BILLPMT	City Of Duluth Comfort Systems	\$690.32
12128	4/19/2024	BILLPMT	Curtis Oil & Propane	\$202.00
12129	4/19/2024	BILLPMT	Duluth Airshow	\$1,500.00
12130	4/19/2024	BILLPMT	Papko, Mark	\$839.97
12131	4/19/2024	BILLPMT	Walker Display Incorporated	\$1,024.78
			<b>Sub-Total</b>	<b>\$9,520.73</b>
			VOID check #12059	\$ (398.00)
			<b>Total</b>	<b>\$9,122.73</b>



\_\_\_\_\_  
 Airport Director

  
 Joelle Bodin (Apr 18, 2024 11:23 CDT)

\_\_\_\_\_  
 Finance Director

*Tom Werner*

\_\_\_\_\_  
 Executive Director

  
 Kim Maki (Apr 22, 2024 10:28 CDT)

\_\_\_\_\_  
 Board President

  
 Jos Bailey (Apr 18, 2024 11:31 CDT)

\_\_\_\_\_  
 City Treasury












# Operating Check Register #10-2024


Final Audit Report


2024-04-22


Created:	2024-04-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHGKouwdmR0K5bCiyTctHtsEoSs-kQ63U


## "Operating Check Register #10-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)  
2024-04-18 - 4:03:33 PM GMT- IP address: 205.149.151.193
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature  
2024-04-18 - 4:03:37 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-04-18 - 4:03:37 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-04-18 - 4:03:37 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
2024-04-18 - 4:03:37 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-04-18 - 4:05:18 PM GMT- IP address: 205.149.151.193
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Signature Date: 2024-04-18 - 4:05:27 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)  
2024-04-18 - 4:23:10 PM GMT- IP address: 173.26.2.249
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)  
Signature Date: 2024-04-18 - 4:23:39 PM GMT - Time Source: server- IP address: 173.26.2.249
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)  
2024-04-18 - 4:31:36 PM GMT- IP address: 156.99.162.253
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)  
Signature Date: 2024-04-18 - 4:31:44 PM GMT - Time Source: server- IP address: 156.99.162.253

 Email viewed by makik@stlouiscountymn.gov  
2024-04-22 - 3:28:08 PM GMT- IP address: 207.171.103.126

 Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki  
2024-04-22 - 3:28:23 PM GMT- IP address: 207.171.103.126

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)  
Signature Date: 2024-04-22 - 3:28:25 PM GMT - Time Source: server- IP address: 207.171.103.126

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2024-04-22 - 3:28:25 PM GMT

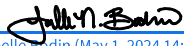
## DAA Operating Check Register #11-2024 May 1, 2024

### Document Number From 12132 through 12142

Document Number	Date	Transaction Type	Payee	Amount
12132	5/1/2024	BILLPMT	AT&T Mobility	\$466.42
12133	5/1/2024	BILLPMT	Bobcat Of Duluth, Inc.	\$434.04
12134	5/1/2024	CHK	Citi Cards	\$8,492.10
12135	5/1/2024	BILLPMT	Development Association	\$300.00
12136	5/1/2024	BILLPMT	Essentia Health	\$1,307.00
12137	5/1/2024	BILLPMT	Konecranes	\$1,650.00
12138	5/1/2024	BILLPMT	MN Dept of Labor and Industry	\$90.00
12139	5/1/2024	BILLPMT	Nextera Communications	\$3,056.80
12140	5/1/2024	BILLPMT	Orrey, John	\$99.95
12141	5/1/2024	BILLPMT	Sherwin-Williams Co.	\$159.44
12142	5/1/2024	CHK	WF Bus Payment Processing - Tom	\$505.13
<b>Total</b>				<b>\$16,560.88</b>



\_\_\_\_\_  
Airport Director

  
Joelle Bodin (May 1, 2024 14:32 CDT)


\_\_\_\_\_  
Finance Director

*Tom Werner*

\_\_\_\_\_  
Executive Director

  
Kim Maki (May 1, 2024 15:15 CDT)

\_\_\_\_\_  
Board President

  
Jos Bailey (May 1, 2024 14:41 CDT)

\_\_\_\_\_  
City Treasury














# Operating Check Register #11-2024

Final Audit Report

2024-05-01

Created:	2024-05-01
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFJ5SrQOFJeWSLJhMjE9gfDwQ4ODZbvZG

## "Operating Check Register #11-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)  
2024-05-01 - 7:29:36 PM GMT
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature  
2024-05-01 - 7:29:39 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-05-01 - 7:29:39 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-05-01 - 7:29:39 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
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-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)  
2024-05-01 - 7:39:55 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-05-01 - 7:40:08 PM GMT
-  Document e-signed by Tom Werner (twerner@duluthairport.com)  
Signature Date: 2024-05-01 - 7:40:20 PM GMT - Time Source: server
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)  
Signature Date: 2024-05-01 - 7:41:04 PM GMT - Time Source: server

 Email viewed by makik@stlouiscountymn.gov

2024-05-01 - 8:15:16 PM GMT

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

2024-05-01 - 8:15:33 PM GMT

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

Signature Date: 2024-05-01 - 8:15:35 PM GMT - Time Source: server

 Agreement completed.

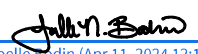
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# DAA Operating ACH Payment Register #9-2024 April 12, 2024

## Confirmation #1020266

Document Number	Date	Transaction Type	Payee	Amount
00000124/1	4/12/2024	BILLPMT	Acme Tools	\$209.99
00000124/10	4/12/2024	BILLPMT	Graves, John	\$60.00
00000124/11	4/12/2024	BILLPMT	Innovational Water Solutions, Inc.	\$371.75
00000124/12	4/12/2024	BILLPMT	Kayser, Jana	\$60.00
00000124/13	4/12/2024	BILLPMT	Kleen-Tech	\$23,566.89
00000124/14	4/12/2024	BILLPMT	Kraemer Construction, Inc.	\$360.00
00000124/15	4/12/2024	BILLPMT	Leon, Kathy	\$60.00
00000124/16	4/12/2024	BILLPMT	Menards - Hermantown	\$132.58
00000124/17	4/12/2024	BILLPMT	Menards - Hermantown	\$18.01
00000124/18	4/12/2024	BILLPMT	Menards - Hermantown	\$109.54
00000124/19	4/12/2024	BILLPMT	Menards - Hermantown	\$54.86
00000124/2	4/12/2024	BILLPMT	B&F Fastener Supply	\$10.91
00000124/20	4/12/2024	BILLPMT	Menards - Hermantown	\$70.87
00000124/21	4/12/2024	BILLPMT	Oakwells CR LLC	\$160.48
00000124/22	4/12/2024	BILLPMT	Oakwells CR LLC	\$3.00
00000124/23	4/12/2024	BILLPMT	Papko, Mark	\$60.00
00000124/24	4/12/2024	BILLPMT	Schindler Elevator Corp	\$1,397.83
00000124/25	4/12/2024	BILLPMT	Sinnott, Paul	\$60.00
00000124/26	4/12/2024	BILLPMT	Snell, Matthew J	\$60.00
00000124/27	4/12/2024	BILLPMT	Welch, Ryan	\$60.00
00000124/28	4/12/2024	BILLPMT	Werner, Thomas	\$60.00
00000124/29	4/12/2024	BILLPMT	Windcave Inc.	\$327.60
00000124/3	4/12/2024	BILLPMT	Benson Electric Company	\$1,011.34
00000124/4	4/12/2024	BILLPMT	Bodin, Joelle	\$60.00
00000124/5	4/12/2024	BILLPMT	Century Link	\$72.00
00000124/6	4/12/2024	BILLPMT	Century Link	\$72.00
00000124/7	4/12/2024	BILLPMT	Cryotech	\$25,656.96
00000124/8	4/12/2024	BILLPMT	Cummins Inc.	\$533.88
00000124/9	4/12/2024	BILLPMT	Durfee, Tristan	\$60.00
<b>Total</b>				<b>\$54,740.49</b>

  
 Airport Director

  
 Joelle Bodin (Apr 11, 2024 12:12 CDT)

Finance Director

Tom Werner

Executive Director

  
 Kim Maki (Apr 11, 2024 13:07 CDT)

Board President

  
 Jos Bailey (Apr 11, 2024 11:43 CDT)

City Treasury












# Operating ACH Payment Register #9-2024


Final Audit Report


2024-04-11


Created:	2024-04-11
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAaWIC-N7ex4CikqAuNnD1Qm2eXJlfvNgi


## "Operating ACH Payment Register #9-2024" History

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-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature  
2024-04-11 - 4:41:34 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-04-11 - 4:41:35 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-04-11 - 4:41:35 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
2024-04-11 - 4:41:35 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)  
2024-04-11 - 4:42:45 PM GMT- IP address: 156.99.162.253
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-04-11 - 4:43:16 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)  
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-  Document e-signed by Tom Werner (twerner@duluthairport.com)  
Signature Date: 2024-04-11 - 4:44:52 PM GMT - Time Source: server- IP address: 205.149.151.193
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)  
2024-04-11 - 5:10:49 PM GMT- IP address: 205.149.151.193
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)  
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2024-04-11 - 6:07:19 PM GMT- IP address: 207.171.103.126

 Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki  
2024-04-11 - 6:07:38 PM GMT- IP address: 207.171.103.126

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)  
Signature Date: 2024-04-11 - 6:07:40 PM GMT - Time Source: server- IP address: 207.171.103.126


 Agreement completed.  
2024-04-11 - 6:07:40 PM GMT

# DAA Operating ACH Payment Register #10-2024 April 19, 2024

## Confirmation #1090295

Document Number	Date	Transaction Type	Payee	Amount
00000126/1	4/19/2024	BILLPMT	1 Giant Voices LLC	\$13,044.15
00000126/10	4/19/2024	BILLPMT	Lift Pro	\$101.46
00000126/11	4/19/2024	BILLPMT	Menards - Hermantown	\$354.52
00000126/12	4/19/2024	BILLPMT	Pomp's Tire Service, Inc.	\$4,800.00
00000126/13	4/19/2024	BILLPMT	Skyline Social & Games	\$550.00
00000126/14	4/19/2024	BILLPMT	Spectrum Business	\$190.84
00000126/15	4/19/2024	BILLPMT	White Cap, L.P.	\$1,638.95
00000126/16	4/19/2024	BILLPMT	Ziegler, Inc.	\$4,233.35
00000126/2	4/19/2024	BILLPMT	Acme Tools	\$197.86
00000126/3	4/19/2024	BILLPMT	Citon	\$9,829.01
00000126/4	4/19/2024	BILLPMT	FinQuery, LLC	\$9,180.00
00000126/5	4/19/2024	BILLPMT	General Security Services Corporation	\$28,435.45
00000126/6	4/19/2024	BILLPMT	Hagen's Glass and Paint	\$720.00
00000126/7	4/19/2024	BILLPMT	IdentiSys Incorporated	\$4,583.84
00000126/8	4/19/2024	BILLPMT	Innovative Office Solutions, LLC	\$12,385.21
00000126/9	4/19/2024	BILLPMT	Inter City Oil (ICO)	\$56.91
			<b>Total</b>	<b>\$90,301.55</b>

  
 Airport Director

  
 Joelle Bodin (Apr 18, 2024 18:18 CDT)


Finance Director

Tom Werner

Executive Director

  
 Kim Maki (Apr 22, 2024 10:27 CDT)

Board President

  
 Jos Bailey (Apr 18, 2024 13:44 CDT)

City Treasury












# Operating ACH Payment Register #10-2024


Final Audit Report


2024-04-22


Created:	2024-04-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeRgQRRCN7wpgxpbdw3K2qadof5kR9p9


## "Operating ACH Payment Register #10-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)  
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-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature  
2024-04-18 - 6:27:38 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-04-18 - 6:27:38 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-04-18 - 6:27:39 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
2024-04-18 - 6:27:39 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)  
2024-04-18 - 6:43:55 PM GMT- IP address: 156.99.162.253
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)  
Signature Date: 2024-04-18 - 6:44:02 PM GMT - Time Source: server- IP address: 156.99.162.253
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-04-18 - 6:48:03 PM GMT- IP address: 205.149.151.193
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2024-04-18 - 11:18:00 PM GMT- IP address: 174.234.152.134
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)  
Signature Date: 2024-04-18 - 11:18:28 PM GMT - Time Source: server- IP address: 174.234.152.134

 Email viewed by makik@stlouiscountymn.gov  
2024-04-22 - 3:27:21 PM GMT- IP address: 207.171.103.126

 Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki  
2024-04-22 - 3:27:36 PM GMT- IP address: 207.171.103.126

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)  
Signature Date: 2024-04-22 - 3:27:38 PM GMT - Time Source: server- IP address: 207.171.103.126

 Agreement completed.  
2024-04-22 - 3:27:38 PM GMT



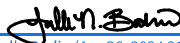
**DAA Operating ACH Payment Register #11-2024  
April 29, 2024**

**Confirmation #1170158**

Document Number	Date	Transaction Type	Payee	Amount
00000127/1	4/29/2024	BILLPMT	B&F Fastener Supply	\$388.38
00000127/10	4/29/2024	BILLPMT	Metro Sales, Inc.	\$280.05
00000127/11	4/29/2024	BILLPMT	Oberon3, Inc.	\$252.00
00000127/12	4/29/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$699.64
00000127/13	4/29/2024	BILLPMT	Viking Automatic Sprinkler	\$4,154.00
00000127/2	4/29/2024	BILLPMT	Blueglobes LLC	\$2,301.65
00000127/3	4/29/2024	BILLPMT	Cummins Inc.	\$551.11
00000127/4	4/29/2024	BILLPMT	Guardian Pest Solutions	\$202.43
00000127/5	4/29/2024	BILLPMT	Jamar Company	\$7,675.00
00000127/6	4/29/2024	BILLPMT	Lift Pro	\$135.28
00000127/7	4/29/2024	BILLPMT	Mars Supply	\$88.29
00000127/8	4/29/2024	BILLPMT	MB Companies inc.	\$132.34
00000127/9	4/29/2024	BILLPMT	Menards - Hermantown	\$255.75
<b>Total</b>				<b>\$17,115.92</b>



\_\_\_\_\_  
Airport Director

  
Joelle Dodin (Apr 26, 2024 21:46 CDT)  
\_\_\_\_\_  
Finance Director

*Tom Werner*

\_\_\_\_\_  
Executive Director

  
Kim Maki (Apr 26, 2024 10:56 CDT)  
\_\_\_\_\_

\_\_\_\_\_  
Board President

  
Jos Bailey (Apr 29, 2024 08:19 CDT)  
\_\_\_\_\_

\_\_\_\_\_  
City Treasury












# Operating ACH Payment Register #11-2024

Final Audit Report

2024-04-29

Created:	2024-04-26
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1WMTA_dPhB7HPwU0abcc3xtaYCJBU29s

## "Operating ACH Payment Register #11-2024" History


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2024-04-26 - 3:41:35 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
2024-04-26 - 3:41:35 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature  
2024-04-26 - 3:41:35 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
2024-04-26 - 3:41:35 PM GMT
-  Email viewed by makik@stlouiscountymn.gov  
2024-04-26 - 3:56:22 PM GMT
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki  
2024-04-26 - 3:56:44 PM GMT
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)  
Signature Date: 2024-04-26 - 3:56:46 PM GMT - Time Source: server
-  Email viewed by Tom Werner (twerner@duluthairport.com)  
2024-04-26 - 4:39:46 PM GMT
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Signature Date: 2024-04-26 - 4:40:00 PM GMT - Time Source: server
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)  
2024-04-27 - 2:46:06 AM GMT

 Document e-signed by Joelle Bodin (jbodin@duluthairport.com)

Signature Date: 2024-04-27 - 2:46:29 AM GMT - Time Source: server

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

2024-04-29 - 1:19:33 PM GMT

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

Signature Date: 2024-04-29 - 1:19:41 PM GMT - Time Source: server

 Agreement completed.

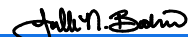
2024-04-29 - 1:19:41 PM GMT

**Duluth Airport Authority**  
**DAA Construction ACH Payment Register #6-2024**  
**April 19, 2024**


**Confirmation #1090128**


Document Number	Date	Transaction Type	Payee	Amount
00000125/1	4/19/2024	BILLPMT	1 A. G. O'Brien Plumbing & Heating	\$8,832.29
00000125/10	4/19/2024	BILLPMT	1 Garver, LLC	\$3,500.00
00000125/11	4/19/2024	BILLPMT	1 KGM Contractors	\$496,691.35
00000125/12	4/19/2024	BILLPMT	1 Kraus Anderson Construction Co	\$7,472.46
00000125/13	4/19/2024	BILLPMT	1 Shafer Contracting Co., Inc.	\$9,348.83
00000125/14	4/19/2024	BILLPMT	1 Shafer Contracting Co., Inc.	\$866,964.79
00000125/15	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$638.40
00000125/16	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$3,250.00
00000125/17	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$67,150.00
00000125/18	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$26,450.00
00000125/19	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$25,100.00
00000125/2	4/19/2024	BILLPMT	1 A. G. O'Brien Plumbing & Heating	\$15,879.82
00000125/20	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$28,614.00
00000125/21	4/19/2024	BILLPMT	1 Short Elliott Hendrickson	\$7,730.00
00000125/22	4/19/2024	BILLPMT	1 Tom Kraemer, Inc.	\$105.00
00000125/3	4/19/2024	BILLPMT	1 Duluth Electrical Contracting, Inc.	\$21,567.85
00000125/4	4/19/2024	BILLPMT	1 Duluth Electrical Contracting, Inc.	\$44,745.00
00000125/5	4/19/2024	BILLPMT	1 EXP US Services, Inc.	\$659,162.54
00000125/6	4/19/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$414,087.40
00000125/7	4/19/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$166,262.04
00000125/8	4/19/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$52,258.55
00000125/9	4/19/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$215,624.21
<b>Total</b>				<b>\$3,141,434.53</b>

  
 \_\_\_\_\_  
 Airport Director

  
 Joelle Bodin (Apr 18, 2024 11:23 CDT)  
 \_\_\_\_\_  
 Finance Director

Tom Werner

Executive Director  
  
 Kim Maki (Apr 22, 2024 10:30 CDT)  
 \_\_\_\_\_

Board President  
  
 Jos Bailey (Apr 18, 2024 10:18 CDT)  
 \_\_\_\_\_

City Treasury












# Construction ACH Payment Register #6-2024


Final Audit Report


2024-04-22


Created:	2024-04-18
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA844-Qh2WSnC-zd5ZDp-liG6q_paPus6p


## "Construction ACH Payment Register #6-2024" History

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-  Document emailed to makik@stlouiscountymn.gov for signature  
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Signature Date: 2024-04-22 - 3:30:22 PM GMT - Time Source: server- IP address: 207.171.103.126

 Agreement completed.  
2024-04-22 - 3:30:22 PM GMT

**Duluth Airport Authority**  
**DAA Construction ACH Pay.gov Register #1-2024**  
**April 22, 2024**

Document Number	Date	Transaction Type	Payee	Amount
ACH	4/22/2024	Pay.gov	Federal Aviation Administration	\$10,646.64
<b>Total</b>				<b>\$10,646.64</b>



Airport Director



Joelle Bodin (Apr 19, 2024 13:21 CDT)

Finance Director

Tom Werner

Executive Director



Kim Maki (Apr 22, 2024 08:08 CDT)

Board President



Jos Bailey (Apr 19, 2024 11:54 CDT)

City Treasury












# ACH Pay.gov Register #1-2024

Final Audit Report


2024-04-22


Created:	2024-04-19
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG_4Fnjyc7npHE4zK9bty80Bjk7ImChHz


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-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature  
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-  Document emailed to makik@stlouiscountymn.gov for signature  
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-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature  
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# Construction Notice

## Building 100 Demolition

### Duluth International Airport (DLH)

April 18, 2024

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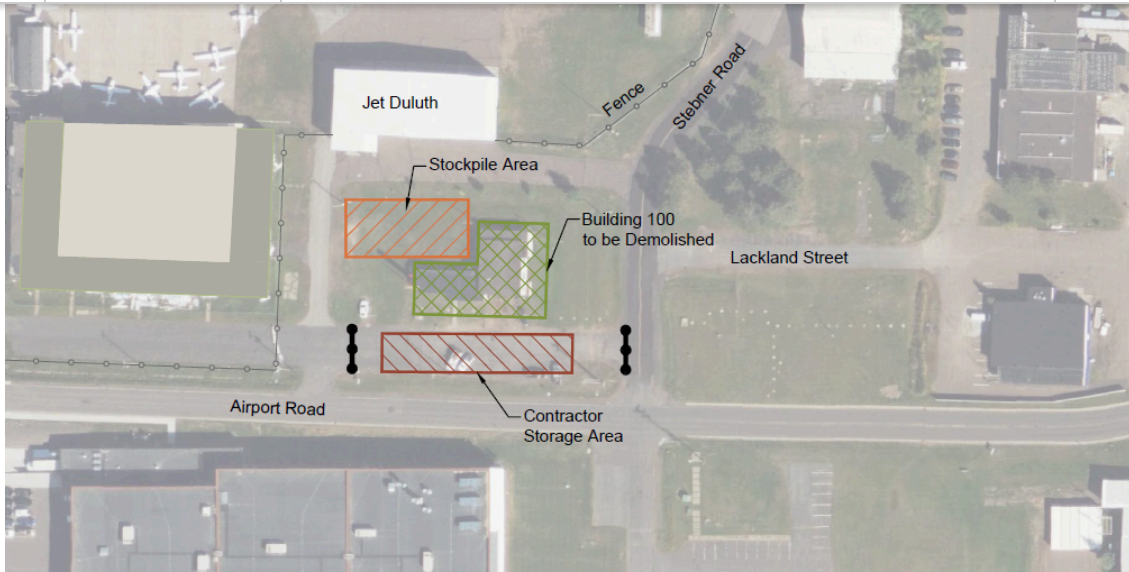
#### Building 100 Demolition

The demolition of Building 100 is anticipated to begin the week of April 22. Building 100 was previously leased by Hermantown Hydraulics and has been vacant since early April. This project is being completed in anticipation of the construction of the new Air Traffic Control Tower (ATCT).

Initial work will include mobilization, traffic and erosion control, and utility disconnects. This project is not anticipated to impact the airfield.

#### Anticipated Project Schedule - Subject to change

- April 22 - June 30



**PLEASE NOTE**

*Dates are subject to change.*

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Ryan Falch, Project Manager - SEH - [rfalch@sehinc.com](mailto:rfalch@sehinc.com)

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# Construction Notice

## Building 100 Demolition

### Duluth International Airport (DLH)

May 6, 2024

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#### Building 100 Demolition

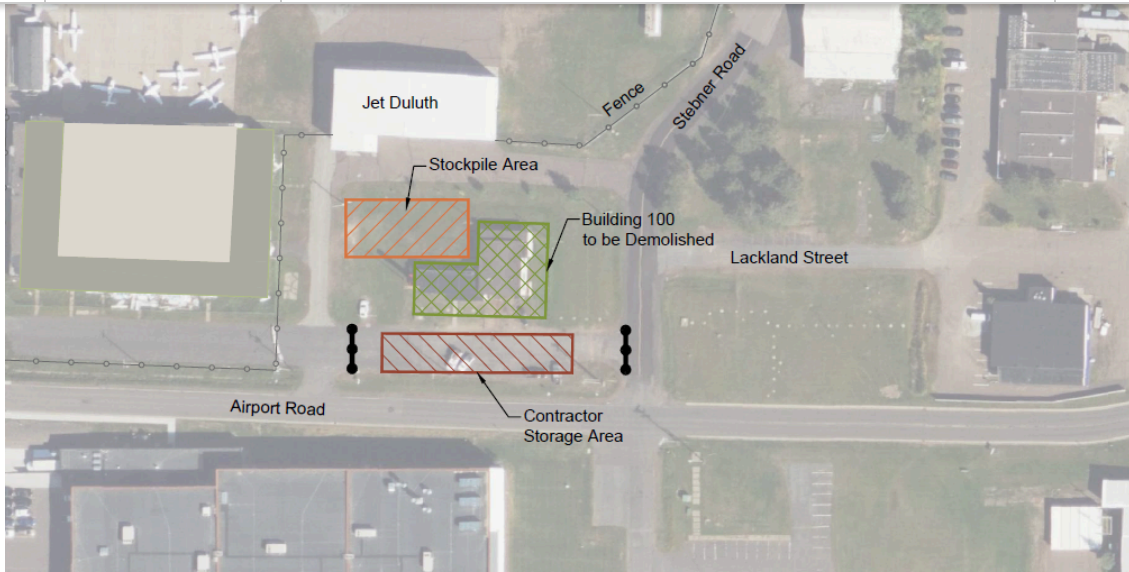
The contractor has removed all the asbestos and regulated waste materials from Building 100 and will begin demolishing the structure. The structure is scheduled to be removed within one week, with soil remediation to follow. The project area will be in good, safe condition for the upcoming Airshow.

The project is currently ahead of the anticipated schedule.

#### Anticipated Project Schedule - Subject to change

- April 22 - June 30





**PLEASE NOTE**

*Dates are subject to change.*

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Ryan Falch, Project Manager - SEH - [rfalch@sehinc.com](mailto:rfalch@sehinc.com)

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Duluth International Airport  
(218) 727-2968  
[daa@duluthairport.com](mailto:daa@duluthairport.com)



# Construction Newsletter

## Sky Harbor Airport (DYT)

April 15, 2024

---

### Terminal Building and SRE Building Construction

The interior of the Terminal Building is completed, with only minor finishing touches needed. The contractor is anticipating to start completing the exterior site work items, with the hope of having everything wrapped up in early May (weather depending). The project is ahead of schedule.

There has been a lot of progress on the SRE building over the last month. The contractor has completed the exterior siding & roofing of the building and is nearing completion with the utilities below the concrete slab. The concrete slab will be poured over the next week and begin fully enclosing the building with doors & garage door shortly after.

---



*Terminal building construction progress.*



*SRE Building construction progress.*

---

*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](mailto:tdurfee@duluthairport.com)

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Ryan Falch, Project Manager - SEH - [rfalch@sehinc.com](mailto:rfalch@sehinc.com)



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

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## Duluth Airport Authority Displays Plans For New Air Traffic Control Tower

12 hours ago by Pat Brink (<https://www.fox21online.com/author/pbrinkkqdsfox21-tv/>)

DULUTH, Minn. -The air traffic control tower at Duluth International Airport is more than 70 years old. Having been built in the 1950s, it no longer meets FAA standards and needs to be replaced. The Duluth Airport Authority held an open house Wednesday night to introduce the public to the design and plans to build a new air traffic control tower.

Funding for the multi-million-dollar rebuild will come from several different sources because the tower is owned by the Duluth Airport Authority, not the federal government. As of Wednesday, \$2 million has been contributed locally, the Federal Aviation Administration has committed \$10 million, while the Airport Authority and the city of Duluth have asked the state of Minnesota for \$14 million. That leaves about \$40 million needed to fully fund the \$66 million tower.

The Director of Operations at the airport, Mark Popke said, "We're hopeful in the next several rounds of legislative funding that we'll be able to secure enough funding, and then we're intelligently constructing the project and phasing the project in ways that we can deal with the amount of funding that we have, and not get too far ahead of ourselves. But at the end, we're hopeful by the end of the program, that the construction should be unimpacted. And funding shouldn't be an issue to phasing it. So start to finish, you shouldn't see any concerns on the funding limitations or gaps."

The project's lack of complete funding has made the design of the building a little more difficult for the architects.

"We have to think about how we phase the project so that if we only get, you know, X amount of money now, and we're not going to get more for, let's say six months, that we're still able to do construction, phasing that makes sense," said Horeya Czaparski, an architect and Senior Project Manager for EXC. "We're not just waiting for that money to come before we can do more appropriate type work."

Preliminary work on utilities and such has already been completed. This summer, one building that is no longer occupied will be demolished to make room for construction. Work on the tower itself should begin in the spring of 2025 and be mostly completed by the end of 2026.

Categories: [Business](https://www.fox21online.com/category/news/business/), [Community](https://www.fox21online.com/category/community/), [Minnesota](https://www.fox21online.com/category/news/minnesota/), [News](https://www.fox21online.com/category/news/), [News – Latest News](https://www.fox21online.com/category/news/latest-news/), [Political](https://www.fox21online.com/category/news/political/)

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News	Sports	Weather	Features	About Fox21	Programming
<a href="https://www.fox21online.com/news/">News</a>	<a href="https://www.fox21online.com/sports/">Sports</a>	<a href="https://www.fox21online.com/weather/">FOX21 Forecast</a>	<a href="https://www.fox21online.com/features/active-adventures/">Active Adventures</a>	<a href="https://www.fox21online.com/about/privacy-policy/">Privacy Policy</a>	<a href="https://www.fox21online.com/programming/tv-schedule/">TV Schedule</a>
<a href="https://www.fox21online.com/news/business/">Business</a>	<a href="https://www.fox21online.com/sports/high-school/">High School</a>	<a href="https://www.fox21online.com/weather/21-forecast/">21-forecast/</a>	<a href="https://www.fox21online.com/features/animal-answers/">Animal Answers</a>	<a href="https://www.fox21online.com/about/terms-of-use/">Terms of Use</a>	<a href="https://www.fox21online.com/submit-a-news-tip/">Submit A News Tip</a>
<a href="https://www.fox21online.com/news/community/">Community</a>	<a href="https://www.fox21online.com/sports/college/">College</a>	<a href="https://www.fox21online.com/weather/radar/">radar/</a>	<a href="https://www.fox21online.com/features/coffee-conversation/">Coffee Conversation</a>	<a href="https://www.fox21online.com/about/contact-us/">Contact Us</a>	<a href="https://www.fox21online.com/advertise-with-us/">Advertise With Us</a>
<a href="https://www.fox21online.com/news/crime/">Crime</a>	<a href="https://www.fox21online.com/sports/college-football/">College Football</a>	<a href="https://www.fox21online.com/weather/cancellations/">Cancellations</a>	<a href="https://www.fox21online.com/features/cooking-connection/">Cooking Connection</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Public File</a>	<a href="https://www.fox21online.com/about-us/closed-captioning/">Closed Captioning</a>
<a href="https://www.fox21online.com/news/entertainment/">Entertainment</a>	<a href="https://www.fox21online.com/sports/college-football/">College Football</a>	<a href="https://www.fox21online.com/weather/severe-weather-alerts/">Severe Weather Alerts</a>	<a href="https://www.fox21online.com/features/focus-on-health/">Focus On Health</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
<a href="https://www.fox21online.com/news/health/">Health</a>	<a href="https://www.fox21online.com/sports/northern-star/">Northern Star</a>	<a href="https://www.fox21online.com/weather/forecast/">Forecast</a>	<a href="https://www.fox21online.com/features/great-outdoors/">Great Outdoors</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
<a href="https://www.fox21online.com/news/mining-environmental/">Mining &amp; Environmental</a>	<a href="https://www.fox21online.com/sports/northern-star/">Northern Star</a>	<a href="https://www.fox21online.com/weather/forecast/">Forecast</a>	<a href="https://www.fox21online.com/features/neighbors/">Neighbors</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
<a href="https://www.fox21online.com/news/political/">Political</a>	<a href="https://www.fox21online.com/sports/northern-star/">Northern Star</a>	<a href="https://www.fox21online.com/weather/forecast/">Forecast</a>	<a href="https://www.fox21online.com/features/northern-star/">Northern Star</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
<a href="https://www.fox21online.com/news/road-construction-traffic-updates/">Road Construction &amp; Traffic Updates</a>	<a href="https://www.fox21online.com/sports/northern-star/">Northern Star</a>	<a href="https://www.fox21online.com/weather/forecast/">Forecast</a>	<a href="https://www.fox21online.com/features/northern-star/">Northern Star</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
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<a href="https://www.fox21online.com/livestream/">Livestream</a>	<a href="https://www.fox21online.com/sports/northern-star/">Northern Star</a>	<a href="https://www.fox21online.com/weather/forecast/">Forecast</a>	<a href="https://www.fox21online.com/features/northern-star/">Northern Star</a>	<a href="https://publicfiles.fcc.gov/tv-profile/KQDS-TV/">FCC Applications</a>	<a href="https://www.fox21online.com/video-dub-request/">Story Link Request</a>
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IV. - D.

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# Duluth International Airport showcases Air Traffic Control Tower replacement plans

**Sabrina Ullman WDIO**

April 10, 2024 - 11:22 PM



Air Traffic Control Tower open house

The Duluth air traffic control tower is deteriorating, according to the Duluth Airport Authority. Built in the mid-1950s, the height of the tower is also not up to modern standards.

"FAA controllers have to be able to see every aircraft that they can control and talk to. So with the tower height being at 54 feet, it's inadequate for today's airfield and what we have today," said Duluth Airport Authority Director Mark Papko. "It's not something impactful from today's concerns, but we're in the business of mitigating risk and everything that we can do to improve safety at our airport is paramount."

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Duluth International Airport hosted a public open house Wednesday evening to provide information on the Air Traffic Control Tower Project.

"I had no clue that this hangar was the third oldest in the country. It's over 70 years old and it sounds like the timing is right to get this done, to get it rebuilt," said Duluth resident Ryan Sistad.

Planning for this project began in 2019 with figuring out where to build the new tower. Site selection has been completed, and the project is currently in the design phase.

"We're hoping to get LEED certification as part of it to make sure that it's a blend between sustainability and operationally efficient," said Papko. "And just growing the space. Right now, all of our controllers that we do have are cramped and don't have the adequate space that they need. So expanding that space, allowing them to increase their ability to train and do everything that they need to do to do an effective job, is our main priority."

The total cost for a new Air Traffic Control Tower is an estimated \$66 million. This February, \$10 million was awarded **through the Airport Terminal Program**. Preparation work, such as building fences around the construction site, will begin this spring.

"The entire area will be fenced off and constructed with very little impact on anybody," said Papko. "So for all things considered, it's essentially a fenced-in sandbox that will eventually get to play in and construct our tower site."

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It'll be quiet this summer before construction takes off in around a year. From there, it is expected to take around two years to construct. Duluth Airport Authority is hoping to cut a ribbon in the fall to winter of 2026 and be fully operating in the new air traffic control tower by 2027.

"I think any time that you can keep the airport healthy and keep people wanting to come in here, whether that's entrepreneurs, investors or just people visiting in and out of town conveniently is, I think, is good for the area," said Sistad.



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VI. - E.

## Duluth Airport leaders shares latest plans for multi-million dollar project



During an Open House Wednesday, the DAA was able to share that they gained \$10 million in federal funds for the project.

By [Cara Kopp](#)

Published: Apr. 11, 2024 at 12:44 PM CDT



DULUTH, Minn. (Northern News Now) -- Duluth's International Airport welcomed the public Wednesday to learn more about their \$66 million infrastructure project.

Built in the 1950's, the Duluth International Airport's Air Traffic Control Tower is deteriorating and falls outside of FAA line of sight requirements. To bring the tower back to working conditions, the Duluth Airport Authority kicked off its Air Traffic Control Renovation Project four years ago.

"Now that we are at wh  
Communication.

Authority's Director of

During an Open House Wednesday, the DAA was able to share that they gained \$10 million in federal funds for the project and have moved further into their design process.

"We've currently invested \$2 million for the local share, and that included an environmental assessment," Baker said. "As well as a sitting study to determine where the new tower would be located."

So far, the plans include moving the tower to a more centralized location and increasing the tower's height from 43 feet to 143 feet.

"It's going to change the skyline up here," Baker said.

Airport leaders say the proposed tower height increase will allow for updated and improved use of the control tower.

"It looks like we will be completing it in stages," Baker said. "Those haven't been fully identified yet as far as the construction timeline would go."

If everything goes as planned, construction will hopefully begin next year with most of it done by 2026.

No matter when the airport can break ground on construction, flights coming in and out of the airport will go uninterrupted.

"We will be keeping the current tower up and running until the new one is able to go fully online," Baker said.

As for securing the rest of the funding, the Airport Authority is seeking state funding during this legislative session.

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IV. - F.

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# Duluth airport to replace traffic control tower — the third-oldest in US

Although more funding is needed, officials are marching ahead with a \$66 million project.




Air traffic control tower at the Duluth International Airport. Jed Carlson / 2021 file / Duluth Media Group



**By Peter Passi**

April 11, 2024 at 9:17 AM

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DULUTH — Local airport officials have yet to secure all the money needed to replace an outdated air traffic control tower, but the project simply can't wait any longer.

“After 70 years, the time is now,” said Mark Papko, director of operations. “The need is there. It has been there for the last decade. Really, the constraint has been funding the tower.”

The tower is locally owned but is staffed by air traffic controllers employed by the Federal Aviation Administration. It lacked access to federal assistance until just recently.

This placard on display at an open house Wednesday night shows how Duluth International Airport aims to relocate a new air traffic control tower. Contributed / Duluth International Airport

At an open house Wednesday evening, April 10, Papko laid out a project timeline that began with design work and will continue this summer with the demolition of a building that formerly housed Hermantown Hydraulics, which recently relocated to make way for a new tower.



If adequate funding can be obtained, construction will commence next spring and a new tower could be ready to use by the end of 2026.

The total project is expected to cost about \$66 million, leaving the airport with a significant funding gap to fill.

In February, the [airport was awarded \\$10 million through the federal Investment in Infrastructure and Jobs Act](https://www.duluthnewstribune.com/news/local/duluth-airport-gets-10-million-federal-grant-for-tower-replacement). (<https://www.duluthnewstribune.com/news/local/duluth-airport-gets-10-million-federal-grant-for-tower-replacement>) Duluth is seeking an additional \$14 million from the state this legislative session.

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But even if its lobbying efforts prove successful, Duluth International Airport will remain \$42 million shy of what it needs to replace the tower, which is now more than 70 years old, making it the third-oldest in the nation.

“We’re looking at several more funding streams before we put a shovel in the ground,” Papko said, noting that the project could be phased, if necessary, “to make sure we don’t get too far over our skis.”

However, Airport Authority Executive Director Tom Werner expressed confidence Duluth can make a strong case for additional federal support, given the age and condition of its tower. More opportunities for continued funding remain on the horizon, as Duluth should be eligible to compete for up to four more rounds of federal aid.

Werner said the stakes are simply too high for failure to be an option, given the significant military, commercial and general aviation demands placed on the airport, especially as Cirrus Aircraft continues to grow.

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**Cirrus Aircraft sales soar; brand adopts new look**(<https://www.duluthnewstribune.com/business/cirrus-aircraft-sales-soar-brand-adopts-new-look>)

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“If we don’t have a facility upgrade that keeps pace with the growth of aviation in this area, the loss of that air traffic control could be

looming at some point," he said, noting that the tower is clearly near the end of its life cycle.

In addition to its age, the deteriorating structure no longer meets FAA standards for line-of-sight requirements. Meanwhile, the costs of limping along with the existing tower continue to mount, with the airport investing more than \$500,000 in upgrades and repairs over the last several years.

The proposed new control tower would stand nine stories and 150 feet tall, as compared to the current 54-foot tower it will replace.

Proposed new 150-foot air traffic control tower at Duluth International Airport. Contributed / Duluth International Airport

Werner said the diverse air traffic it handles and the often challenging dynamic weather conditions of the region "makes for a cocktail where you need to be talking to someone on the ground in order to maintain safety."

"So, we're trying to make sure that we have a facility that not only maintains that level of safety and communication between pilots

and controllers today but sets us up for the next generation of aviation," he said. "It's a very strategic and important project for us."

Two passenger carriers serve the Duluth market, with United Airlines offering three daily nonstop flights to Chicago and Delta Airlines offering three daily nonstop flights to its Minneapolis hub. Starting Feb. 2, Sun Country is scheduled to launch nonstop service to Fort Myers, Florida.

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**MORE BY PETER PASSI**

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**Work begins on high-rise apartment building in downtown Duluth**

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IV. - G.

## DULUTH INTERNATIONAL AIRPORT

April 18, 2024

Congressman Pete Stauber  
145 Cannon House Office Building  
Washington DC, 20515

### **RE: Reinstate Law Enforcement (LEO) Reimbursement Program Funding**

Congressman Stauber,

The Further Consolidated Appropriations Act, 2024 was passed by Congress and signed into law. The Act largely supported the Fiscal Year 2024 (FY24) President's Budget Request, including cuts to some areas, which included all funding for LEO Reimbursement Program. Therefore, all agreements under the program must be terminated as of May 1, 2024. As a result, the Duluth International Airport will lose \$100,700 in grant funding this fiscal year alone.

A robust law enforcement presence in airports is critical to deter, prevent, and respond to ever-evolving threats in or around the airport, including at the security checkpoint. Unfortunately, the FY24 final Department of Homeland Security (DHS) appropriation bill eliminated funding for Transportation Security Administration's (TSA) LEO reimbursement grant program, which partially reimbursed law enforcement who respond to possible threats, like firearms or fentanyl, during the checkpoint screening process. TSA screeners do not have the authority to detain or make arrests. The Duluth International Airport is one of more than 290 airports that received these grants. We are concerned that without this funding airports may be forced to divert resources from other security purposes, like patrolling public areas, or may be slower to respond to an incident at the airport. We urge you to restore \$47.2 million for TSA's LEO reimbursement program in FY25.

As House Appropriations Committee members begin to consider the FY25 funding request for the TSA, House Transportation and Maritime Security Subcommittee Chair Carlos Gimenez and Ranking Member Shri Thanedar are seeking co-signers for a letter they intend to send to the House Homeland Security Appropriations Subcommittee on Thursday, April 25, 2024 at 6 pm, in support of TSA funding for law enforcement officer (LEO) reimbursement grants. I urge you to co-sign the Gimenez-Thanedar letter in strong support of critical airport security programs and provide TSA with the funding needed for the agency to continue LEO reimbursements.

Thank you for your steadfast commitment to security at our airports. Should you have any questions, please do not hesitate to reach out to me.

Sincerely,

Tom Werner, A.A.E.  
Executive Director  
Duluth Airport Authority

**Jenny Delnay**

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**From:** DAA  
**Sent:** Monday, April 29, 2024 1:32 PM  
**To:** DAA  
**Subject:** FW: Airport Alert: Lawmakers Reach Agreement on Final FAA Bill

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**From:** Brad Van Dam <[brad.vandam@aaae.org](mailto:brad.vandam@aaae.org)>  
**Sent:** Monday, April 29, 2024 7:22 AM  
**To:** Tom Werner <[twerner@duluthairport.com](mailto:twerner@duluthairport.com)>  
**Subject:** Airport Alert: Lawmakers Reach Agreement on Final FAA Bill



## Lawmakers Reach Agreement on Final FAA Bill

*Measure Calls for Increasing AIP to \$4 Billion Annually*

**April 29, 2024**

After months of delay, House and Senate transportation committee leaders early this morning unveiled a bipartisan and bicameral FAA reauthorization bill that would increase AIP funding to \$4 billion annually, authorize \$350 million to help airports transition to fluorine-free firefighting foam, and usher in a long list of policy changes to help airports of all sizes. The long-awaited agreement comes as the current short-term extension is set to expire on May 10.

**Key Wins for Airports:** In addition to increasing the AIP authorization level, the final FAA bill authorizes \$200 million annually for discretionary airport grants that focus on resilience and runway safety projects. The measure also provides some much-needed regulatory relief by streamlining the PFC application process and fixing language in the previous FAA

bill to give airports more autonomy over non-aeronautical land. Here are some of the highlights of the agreement:

- Authorizes \$4 billion annually for AIP;
- Authorizes \$200 million annually for discretionary airport grants that focus on resilience and runway safety projects;
- Authorizes \$350 million for a new PFAS replacement program;
- Streamlines the PFC application process;
- Fixes Section 163 from the last FAA bill;
- Take steps to improve staffing and equipment at contract towers; and
- Authorizes \$20 million annually for three workforce development programs.

***Beating Back Controversial Proposals:*** We have good news to report on the security front, too. The bill does not include a controversial proposal from Senate Commerce Committee Ranking Member Ted Cruz (R-TX) that would require TSA and ultimately airports to provide security escorts to lawmakers and other federal officials along with their family members and staff. AAAE and ACI-NA urged lawmakers to reject the proposal that TSA estimated could cost up to \$500 million annually. A letter that AAAE President and CEO Todd Hauptli sent to key lawmakers that outlines our objections to the Cruz initiative may be viewed [here](#).

The final bill also excludes a proposal from Senators Jeff Merkley (D-OR) and John Kennedy (R-LA) that would prohibit or severely restrict the TSA from using biometric facial matching technologies at security checkpoints. AAAE, A4A, and other aviation stakeholders urged lawmakers to reject the Merkley-Kennedy proposal because it would reduce aviation security and create longer lines at security checkpoints. A letter that AAAE's Todd Hauptli sent to lawmakers expressing our opposition to the proposal may be viewed [here](#).

As expected, the FAA reauthorization bill excludes the so-called "Good Jobs for Good Airport Act." The labor-backed bill, which AAAE and ACI-NA urged lawmakers to reject early in the FAA reauthorization process, would have required airlines and concessionaires to pay their service workers at least \$15 per hour and provide those same workers with certain benefits. It was not included in House-passed bill or the Senate Commerce Committee-approved bill.



**Status of Other Contentious Issues:** Committee leaders resolved their differences over a handful controversial issues that slowed progress on the bill for months. Lawmakers excluded a House-passed provision to raise the mandatory retirement age for commercial airline pilots from 65 to 67. But they did adopt compromise language on the 1,500-hour training rule that was in the Senate Commerce Committee-passed bill.

The final bill will add five additional round trips at Ronald Reagan Washington National Airport within and beyond the 1,250-mile perimeter. Senators from the Washington, DC area worked to preserve the status quo and highlighted the recent near miss at DCA to help make their case against expansion, but lawmakers agreed to stick with the additional slots contained in the Senate version of the bill.

**Next Steps:** The Senate is expected to take up the final FAA bill early this week. We expect lawmakers will file germane and non-germane amendments on a variety of topics since this is likely to be one of the last major bills to be enacted into law before the upcoming elections. It is possible that Senators Merkley and Kennedy could file an amendment to prohibit or severely restrict the TSA from using biometric facial matching technologies.

After the Senate clears the bill, the measure will go to the House where we expect leaders on the other side of the Capitol will consider the measure under suspension of the rules – a procedural move that will expedite final passage by making amendments not in order. Leaders in both chambers are trying to get the bill to the president quickly so he can sign it into law before the May 10 deadline.

### **Airport Infrastructure Funding**

**AIP Funding:** The final FAA bill would increase annual AIP authorization from \$3.35 billion to \$4 billion through FY28 – a top airport priority. This funding increase would augment the \$20 billion that congress approved for airport capital projects as part of the Bipartisan Infrastructure Law.

**Discretionary Airport Grants:** The agreement “eliminates the AIP supplemental program and replaces it with a discretionary airport grant program that funds airport resilience and runway safety projects.” The House-passed bill included \$100 million annually for broader supplemental discretionary grants, and the Senate version of the bill did not contain any funding for that purpose.

### **Airport Improvement Program Modifications**

**Turnback Reduction:** Under current law, large and medium hubs that impose a PFC above \$3 are required to “turnback” 75 percent of their AIP entitlements. Like the House-passed bill, the final legislation bill would reduce that turnback to 60 percent to help larger airports pay for their infrastructure projects.

**Minimum Entitlement:** Under the current AIP formula, the minimum entitlement for commercial service airports with more than 10,000 enplanements is \$1 million when Congress appropriates at least \$3.2 billion for AIP. Like the House-passed bill, the final legislation bill would increase that amount to \$1.3 million.

**AIP Formula Changes:** Like the House-passed bill, the final FAA bill would create a “sliding scale” of entitlements for commercial service airports to avoid the big discrepancies among the various categories. According to the latest summary, “commercial service airports will receive funding on a sliding scale that ramps up from the \$150,000 non-primary entitlement to the \$1.3 million minimum primary apportionment, depending on the number of enplaned passengers.”

**Terminal Development:** The agreement would also increase the cap on the cumulative amount of discretionary funds that non-hub and certain small hub airports can use for terminal projects from \$20 million to \$30 million under certain circumstances. AAAE and ACI-NA urged Congress to eliminate the cap.

**Local Match:** The final bill would reduce the local match for nonhub and nonprimary airports from 10 percent to 5 percent through FY26.

**Increased GA Funding and Small Airport Letter of Intent:** The final bill includes a House-passed provision that would increase the amount available for nonprimary commercial service, general aviation, and reliever airports from 20 percent to 25 percent of the total amount available for AIP grants. It would also allow DOT to create a new “small airport letters of intent” program.

**Cargo Entitlement:** Under the current AIP formula, 3.5 percent of the total amount available for AIP grants is set aside for cargo service airports. The final bill would increase that amount to 4 percent.

**Alternative Project Delivery:** The bill “expands an existing alternative project delivery program and allows for the FAA to approve AIP funds for use in such projects.” It would also require FAA to establish a pilot program that would allow the agency to award grants for integrated project delivery contracts to carry out up to five building construction projects airports.

**Avgas:** The bill requires airports that “offered 100-octane low lead aviation gasoline for sale in 2022 to continue offering such gasoline for sale until the earlier of 2030 or the date on which a FAA-certified unleaded aviation gasoline alternative can be made available for purchase or use by general aviation aircraft operators at airports subject to certain conditions. Any airport violating this grant assurances will be assessed a civil penalty of not more than \$5,000 per day the airport fails to comply with the grant assurance.”

**AIP Handbook Update:** The measure “requires the FAA to update the AIP handbook to account for legislative changes to the program, and for the unique circumstances in Alaska.” It also requires that the agency “release a draft handbook for public comment.”

### **Passenger Facility Charges/Regulatory Streamlining**

***PFC Streamlining:*** During consideration of the last FAA bill, Congress expanded PFC streamlining to include small, medium, and large hubs. However, the FAA only applied the expedited procedures to a narrow range of projects. The new FAA bill would require DOT to prescribe regulations to streamline the PFC application process. And it would prohibit the agency from objecting to PFC projects that airports had already received federal funds for the same project.

However, the final bill would leave in place the costly and time-consuming process for some PFC applications. After the last FAA reauthorization bill, the FAA established a list of criteria that made certain projects ineligible for the streamlined application process. The final bill would codify those exemptions and allow the agency to continue to prevent airports from using the streamlined application process for certain projects.

***Broader PFC Eligibility:*** The House-passed bill included a provision that would have expanded eligibility by removing the limitation that requires airports to use PFCs for projects that preserve or enhance capacity, safety, or security; reduce noise; and enhance competition. However, it doesn't appear that the provision is in the final bill.

***Noise Barriers:*** The final bill includes a Senate provision that would allow small hub airports where the day-night sound level is expected to exceed 55 decibels or greater to use PFCs for noise barriers.

***Section 163:*** The last FAA reauthorization bill included a provision designed to give airports more control over non-aeronautical land that they purchased without federal funds. Airports argue that the FAA has mishandled the implementation of that provision and created more unnecessary red tape. The final bill seeks to address those concerns by limiting the agency's involvement except to ensure the safe and efficient operation of aircraft and safety of people.

## **Environmental**

***PFAS Replacement Program for Airports:*** The final bill contains a Senate proposal that authorizes up to \$350 million for a PFAS replacement program. It also requires DOT to reserve up to \$30 million of that amount to make grants available “to each eligible airport that is designated under part 139 as an Index A airport and does not have existing capabilities to produce fluorine-free foam,” to replace ARFF vehicles.

***Categorical Exclusion:*** The final bill would increase the number of FAA activities that are presumed to be covered by categorical exclusions for purposes of the National Environmental Policy Act. For instance, the legislation creates a CATEX “for airport projects that receive less than \$6 million in federal funding and or the rebuilding of airport infrastructure that is damaged or destroyed in a natural disaster.

***VALE Program:*** The bill would expand the VALE program to all commercial service airports including those in non-attainment areas as AAAE and ACI-NA recommended.

### **Contract Tower Program**

***Controller Training:*** Airports have been urging Congress to take steps to address the shortage of air traffic controllers, in part, by allowing contractors to train controllers themselves. The final bill would require the Department of Transportation Inspector General to “conduct an audit of the workforce needs for the FAA Contract Tower Program.”

It also requires the audit to “review contract tower staffing levels and examine efforts to establish an air traffic controller training program or curriculum for initial technical and on-the-job training for these controllers, among other considerations.” Finally, the agreement “requires the DOT IG to submit a report on the results of the audit to Congress, and further requires the FAA to implement any relevant recommendations.”

***Department of Labor Wage Determination:*** We urged Congress to include language in the bill that would require the FAA to work with the Department of Labor to review and update the outdated wage determination for controller show serve at contract towers. The

final bill would require DOT to request that DOL review and update, if necessary, the wage determination for contract tower controllers. It also calls for a new wage determination for managers at contract towers.

***Radar Displays:*** We have been urging Congress to allow contract tower controllers to use technology to improve situational awareness and provide dedicated funding for radar displays, ADS-B, and other equipment upgrades at contract towers. The final bill would allow contract tower controllers to use a Standard Terminal Automation Replacement System (STARS), ADS-B, and other equipment to increase situational awareness for controllers. It would also require the FAA to partner with contractors on the appropriate initial training.

***Application Process:*** The FAA's AIP funding process, backlogs in siting studies, and other factors have created a much longer development timeline for some airports. We have been urging Congress to require the FAA to extend the 5-year period between the b/c candidacy notification and ATCT acceptance. The final would extend the timeline to seven years as we recommended.

***Liability Insurance:*** Liability insurance for the FCT program is currently capped at \$20 million. The agreement would require DOT to "consult with aviation industry experts to determine adequate limits of liability for the Contract Tower Program." The section-by-section summary goes on to say that "until the DOT makes these determinations, the DOT must require air traffic control tower contractors to have adequate excess liability insurance to ensure continuity of coverage should a major accident occur.

***Transition to FAA-Staffed Towers:*** The bill directs the FAA "to establish a pilot program to convert high activity air traffic control towers operating under the Contract Tower Program to FAA staffed visual flight rules towers." As part of that requirement, the agency "must prioritize contract towers that had over 200,000 annual tower operations in calendar year 2022, served a small hub airport with more than 900,000 passenger enplanements in calendar year 2021, are currently FAA-owned or constructed to FAA standards, or operate within complex airspace." The number of towers selected for the pilot program would be based on available funding and interest from airport sponsors.

**Remote Towers:** The final bill requires the FAA “to create a program and publish milestones for the system design and operational approval of a remote tower system.” And it would give priority consideration for those airports that: 1) do not have an air traffic control tower; 2) provide small and rural community air service; and 3) participate in the Contract Tower Program.

### **Small Community Air Service/Workforce**

**Essential Air Service Funding:** The Senate bill would increase funding for the Essential Air Service Program from \$340 million in FY25 to \$350 million in FY28. By contrast, the House bill proposed to reduce EAS funding to \$252 million in FY28.

**Essential Air Service Reforms:** The final bill includes several EAS reforms. The measure reduces the maximum overall per passenger subsidy cap of the program from \$1,000 to \$850 starting in FY27. It also “sets the per passenger subsidy cap at \$650 for communities that are less than 175 miles from a medium or large hub airport.” But it does not appear to include a House-passed proposal that would apply a 5 percent cost share beginning in FY27.

**Small Community Air Service Development Program:** The Senate bill would increase funding for the Small Community Air Service Development program from \$10 million to \$15 million. That is \$5 million more than the House version of the bill, but \$5 million less than the Senate bill.

**Aviation Workforce Development Programs:** The last FAA reauthorization bill authorized \$5 million annually for two programs to support the education of future aircraft pilots and aviation maintenance technical workers. The new FAA bill would increase funding for each program to \$20 million each through FY28. It would also authorize same amount for “aviation manufacturing technical workers.”

**Small Community Air Service Study:** The bill “directs DOT to enter into an agreement with the National Academies to examine the loss of commercial air service in small communities in the United States and options to restore such service.”

**Pilot Shortage Study:** The bill includes a provision that would require GAO “to conduct a study to identify the extent and effects of the commercial aviation pilot shortage on regional/commuter air carriers.”

**Airport Service Workforce Study:** The bill also requires the GAO to conduct “a review of the domestic airport service workforce and examine the role and importance of this workforce to the aviation economy.” It also states that “DOT may convene a public working group of relevant entities, Federal agencies, and stakeholders to evaluate and discuss the report’s findings.

### **Miscellaneous/Labor Initiatives**

**ARFF:** The final bill “requires the FAA to update part 139 airport regulations to require that small, medium, and large hub airports have an emergency medical technician.” It also requires the agency “to conduct a review of firefighter and rescue staffing levels at airports.”

**Good Jobs for Good Airports Act:** The final bill does not include a labor-backed bill that would have required airlines and concessionaires to pay their service workers at least \$15 per hour and provide those same workers with certain benefits. An initial version of the bill called for conditioning AIP, PFC, and BIL funding on the ability of an airport to ensure that airlines and concessionaires provide service workers with certain, prescribed wage rates and benefits.

After strong objections from AAAE and ACI-NA, SEIU and their allies on the Hill agreed to eliminate proposals that threaten airport funding and will instead focus directly on airlines, concessionaires, and those who employ airport service workers. Despite the modifications, airports continued to have concerns about the modified proposal and its impact on airport partners and their operating costs, which could impact airport services and air service.



### More Information

- Bill text may be viewed [here](#).
- A section-by-section summary may be viewed [here](#).
- The Senate Commerce/House Transportation and Infrastructure press release may be viewed [here](#).

To view this message on AAAE.org, please use passcode Alerts2024.

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**American Association of Airport Executives**

601 Madison St., Alexandria, VA, 22314

703.824.0504

VII. New Business Resolutions  
VII. - A.

**TASK ORDER**

This Task Order No.2 between Decomm Ventures, LP (DBA Decomm Aviation Consulting) (“Consultant”) and the Duluth Airport Authority (“Client”) is governed by the Professional Services Agreement (“MSA”) in effect between the parties and, upon execution of this Task Order by both parties, is incorporated therein pursuant to MSA Section A “Services”. All terms and conditions of the MSA shall apply to this Task Order unless clearly stated to the contrary herein.

<b><u>CONTACT INFORMATION</u></b>	
DECOMM AVIATION CONSULTING (CONSULTANT)	John DeCoster
DULUTH AIRPORT AUTHORITY (CLIENT)	Tom Werner, Executive Director

<b><u>TITLE</u></b>	<b><u>DESCRIPTION</u></b>
SERVICES TO BE PERFORMED:	Decomm Aviation to provide professional consulting services to assist the Authority in the due diligence and negotiation of the potential purchase of Monaco Aviation. All services will be defined by Tom Werner and all deliverables will be presented to Tom Werner upon completion.
PRICING AND PAYMENT:	<p>Fee: A services will be billed at a rate of \$175.00 per hour and billings will be calculated on a time and materials basis. Invoices and documentation will be submitted monthly. Payment is due within thirty (30) calendar days upon receipt of invoice.</p> <p>Expenses: Travel-related expenses (e.g., gas, hotel, meals, parking) will be reimbursed separately at cost without mark-up. All travel to DLH from Minnesota will be driven and only gas charges will be reimbursable.</p>
COMMENCEMENT DATE:	May 1, 2024
DURATION:	At the discretion of the Authority. Decomm will support the effort to the level needed.

The parties hereto accepted and approved this Task Order as of the latest date written below and this Task Order may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signature delivered electronically shall be treated for all purposes as an original.

**DECOMM VENTURES, LP (DBA DECOMM AVIATION CONSULTING)**

By: \_\_\_\_\_

**DULUTH AIRPORT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Name: John DeCoster**

**Title: President**

**Date: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

Duluth Airport Authority  
Resolution to Accept and Award State Grant Agreement for the 2024  
Mower and Attachments Acquisition at the Sky Harbor Airport and  
Seaplane Base, in the amount of \$280,330.00.

**Terms:**

- Estimated start date of May 15, 2024
- 365 calendar days

**Agreement Overview:**

The state grant agreement is for acquisition of a mower and attachments. The eligible project costs are funded at 70 percent, with the terms presented as Minnesota Agreement No. 1056805 and State Project No. A6901-57 at the Sky Harbor Airport and Seaplane Base.

**Financial Impact:**

The anticipated total cost is \$280,330, with \$196,230.99 (70%) being covered by MnDOT and \$84,099.01 (30%) covered locally.

**Background:**

The Minnesota Department of Transportation – Aeronautics offered a competitive program to provide financial grant assistance for airports to acquire equipment. The Duluth Airport Authority submitted the grant application and was awarded the proposed mower for use at the Sky Harbor Airport. The mower package includes a John Deere 614M Cab Tractor, snow push attachment, and flail mower. The grant covers eligible costs at 70 percent.

January 29, 2024  
Joelle Bodin  
Finance Director-Duluth Sky Harbor

Dear Joelle Bodin,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of Equipment requests for State Fiscal Year 2024 funding from the recent solicitation period.

I am pleased to inform you that: The **Tractor Mower/SRE** request, for an estimated total cost of **\$394,692.00** as identified in your State Fiscal Year (SFY) 2024 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 through June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by March 31, 2024**. If you are not able to make this March 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by March 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
  - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
  - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
  - A quote for the equipment with a cost breakdown of the equipment including all attachments.
  - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
  - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed.
- Reminder about equipment grants:
  - Equipment grants will not be amended once the grant has been executed.
  - Add-on warranties are not eligible costs for equipment grants.
  - Administration costs (including consultant services) are not eligible for equipment grants.
  - Equipment purchased with this funding is for airport use only.
  - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than February 29th, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. February 29th, 2024 – respond to this letter and communicate intent to pursue this equipment grant.
2. March 31st, 2024 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. April 1<sup>st</sup>, 2024 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Matthew Lebens  
matthew.lebens@state.mn.us

**RESOLUTION**

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

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

1. That the state of Minnesota Agreement No. **1056805**,  
 "Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
 State Project No. **A6901A-57** at the **Sky Harbor Airport and Seaplane Base** is  
 accepted.
2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
 (Title) (Title)  
 authorized to execute this Agreement and any amendments on behalf of the  
**Duluth Airport Authority**.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020  
as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

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

## **RECITALS**

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

## **AGREEMENT TERMS**

---

### **1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on **June 30, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A6901A-57** which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

### **2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or

termination of this Agreement.

### 3 Time

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

### 4 Cost and Payment

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

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
<b>Equipment-Mower and Attachments</b>		
John Deere 6140M Cab Tractor	70%	30%
John Deere 640R Standard Farm Loader	70%	30%
14-Foot HLA 4500 Snow Push Attachment SP450014AO600	70%	30%
OMARV Cunco 260HH Triple Flail Mower	70%	30%

State: **\$196,230.99**

Grantee: **\$84,099.01**

4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$196,230.99**.

#### 4.4 Payment

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

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

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

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

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

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

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

4.4.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final



payment being made to Grantee.

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

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

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

## 5 Conditions of Payment

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

## 6 Authorized Representatives

### 6.1 The State's Authorized Representatives Are:

**Matt Lebens**, North Region Airports Engineer; (matthew.lebens@state.mn.us) and/or  
**Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us), or their successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 6.2 Grantee's Authorized Representative is:

Name: Mark Papko, Director of Operations  
Phone: (218) 625-7767  
Email: mpapko@duluthairport.com  
Duluth Airport Authority  
4701 Grinden Drive  
Duluth, MN 55811

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

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

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

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

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

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 **Liability**

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

## 9 **State Audits**

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

## 10 **Government Data Practices and Intellectual Property Rights**

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

### 10.2 **Intellectual Property Rights.**

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

### 10.2.2 **Obligations**

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

**10.2.2.2 Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

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

## 12 Publicity and Endorsement

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

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

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

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

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

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

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

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

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to

the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**  
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

MINNESOTA DEPARTMENT OF TRANSPORTATION  
 OFFICE OF AERONAUTICS  
 395 JOHN IRELAND BOULEVARD, MS 410  
 ST. PAUL, MINNESOTA 55155-1800  
 airportdevelopment@state.mn.us

Airport Name \_\_\_\_\_

State Project No. \_\_\_\_\_

Federal Project No. \_\_\_\_\_

Mn/DOT Agreement No. \_\_\_\_\_

## CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning \_\_\_\_\_, 20\_\_ ; ending \_\_\_\_\_, 20\_\_.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

**\*FINAL/PARTIAL (CIRCLE ONE)**

**NOTE:** PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Duluth Airport Authority  
Resolution to Accept and Award State Grant Agreement for the 2024  
Terminal Plow/Sander at the Duluth International Airport, in the amount  
not to exceed \$153,988.61.

**Terms:**

- Estimated start date of May 15, 2024
- 365 calendar days

**Agreement Overview:**

The state grant agreement is for acquisition of terminal plow truck with sander attachment. The eligible project costs are funded at 70 percent. The final grant agreements for State Project No. A6901-58 will be sent to the DAA over the next 30 days.

**Financial Impact:**

The anticipated total cost is approximately \$153,988.61, with \$107,792.03 (70%) being covered by MnDOT and \$46,196.58 (30%) covered locally.

**Background:**

The Minnesota Department of Transportation – Aeronautics offered a competitive program to provide financial grant assistance for airports to acquire equipment. The Duluth Airport Authority submitted the grant application and was awarded the proposed terminal sander and plow for use in the landside terminal areas at the Duluth International Airport. The truck package includes a Ford F550 vehicle, sander, and snow plow attachment. The grant covers eligible costs at 70 percent.



May 3, 2024  
Mark Papko, A.A.E  
Director of Operations  
Duluth Airport Authority

Dear Mr. Papko,

The Minnesota Department of Transportation Aeronautics Office have completed its review and prioritization of additional Equipment requests for State Fiscal Year 2024 funding from the recent solicitation period.

I am pleased to inform you that: The **Carrier with Plow and Sander Attachments** request, for an estimated total cost of **\$153,988.61** as identified in your State Fiscal Year (SFY) 2024 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 through June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by May 31, 2024**. If you are not able to make this May 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by May 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
  - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
  - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
  - A quote for the equipment with a cost breakdown of the equipment including all attachments.
  - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
  - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed.
- Reminder about equipment grants:
  - Equipment grants will not be amended once the grant has been executed.
  - Add-on warranties are not eligible costs for equipment grants.
  - Administration costs (including consultant services) are not eligible for equipment grants.
  - Equipment purchased with this funding is for airport use only.
  - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than May 17th, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. May 17th, 2024 – respond to this letter and communicate intent to pursue this equipment grant.
2. May 31st, 2024 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. June 1<sup>st</sup>, 2024 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Matthew Lebens  
matthew.lebens@state.mn.us



# DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

December 29, 2023

Ms. Jenny Bahneman  
Grant Specialist Coordinator  
MNDOT Office of Aeronautics  
395 John Ireland Blvd  
St. Paul, MN 55155-1800

RE: Request for Funding Support for Plow/Sander at the Duluth International Airport (DLH)

Dear Ms. Bahneman,

The Duluth Airport Authority (DAA) is requesting funding support for a state equipment grant to replace our 2005 Ford F550 plow and sander at the Duluth International Airport for terminal and landside snow removal. The snow removal equipment has become a maintenance problem resulting in reliability issues and decreased operational readiness. The existing plow/sander vehicle requires significant investment for continued operation.

The DAA would purchase a F550 with attachments, with similar capabilities of the existing unit. The cost breakdown is:

Ford F550 Carrier Vehicle	\$113,730.61
VBX9000 Sander Attachment	\$ 11,898.00
Boss 10' Plow Blade	\$ 13,165.00
<u>Scott Magnum Aluminum Platform</u>	<u>\$ 15,195.00</u>
<b>Total Request</b>	<b>\$153,988.61</b>

**Our request is for 70 percent of the anticipate cost of \$153,988.61, or \$107,792.03.**

The following justification is provided to support our request:

- This equipment is **not FAA (AIP)** eligible as it serves landside and terminal areas
- The proposed equipment replaces **equipment that is 18 years old (2005)**, and showing wear and maintenance issues. Maintenance logs, records, and repair costs are available upon request.
- The SRE serves plowing and sanding the **following FAA ineligible areas**; commercial airline gates, ramp areas, non-movement areas, service roads, airport perimeter road, parking lots, sign bases, and terminal and landside facilities. Significant portions of the landside facilities include:
  - o 6.25 miles of perimeter road (572,000 SY of perimeter road snow removal)
  - o 33,000 SY of apron and terminal gate maintenance
  - o 51,500 SY of terminal parking and access road snow maintenance



## DULUTH INTERNATIONAL AIRPORT

Closer to everywhere.

- Provides maintenance for over 30 DAA-owned facilities, including Air Traffic Control Tower, terminal, airport-owned hangars, ARFF facilities, and maintenance building
- **Assists with Snow and Ice Control Plan implementation** for airfield
- Vehicle assists with airfield inspections, 5010 compliance, wildlife mitigation, runway condition monitoring, pedestrian and tenant safety, and snow removal in congested areas such as parking lots and adjacent to buildings/hangars.
- The equipment needs, eligibility, and justification were **evaluated as part of the recently completed Airport Master Plan**. The study focused on ineligible equipment, and identified MnDOT for funding for key pieces of FAA ineligible equipment.

Thank you for the continued support of the Duluth International Airport. We appreciate our partnership.

Sincerely,

Mark Papko, A.A.E.  
Director of Operations  
Duluth Airport Authority

**Duluth Airport Authority**  
**Resolution to Accept and Award the Contract for the Acquisition of Snow  
Removal Equipment – Wheel Loader at the Duluth International Airport  
(DLH) between the Duluth Airport Authority and Zeigler Inc. Contingent on  
an Approved Buy American Waiver in the amount of 829,295.00**

**Terms:**

- Estimated start date of May 15, 2024
- Estimated delivery date of Dec 31, 2024
- 365 calendar days

**Fiscal Impact:**

- Proposal amount is \$829,295.00. The FAA share for AIP/AIG grants is 90 percent, or \$746,365.50. The MnDOT State share is 5 percent, or \$41,464.75, and the DAA share is 5 percent, or \$41,464.75,.

**Agreement Overview:**

The contract is for the acquisition of snow removal equipment – wheel loader project in the amount received from Ziegler Inc from bids received on April 18, 2024. Attached is a draft of the contract. This resolution includes the awarding of the contract with combination of Base Bid & Alternate in the amount of \$688,579.00 plus additional options as noted below. Execution of the contract will be contingent on verification and compliance of the necessary bonds, Buy American provision compliance, and insurance certificate with contract requirements.

**Background:**

The Duluth Airport Authority manages a fleet of snow removal equipment (SRE) to maintain airfield pavement facilities during winter conditions. The wheel loader acquisition will replace aging equipment, and provide enhanced capability to clear ramp areas, move snow piles, and lower snow banks to provide adequate wingtip clearance for aircraft. The SRE is financially supported by the FAA for the DAA to execute safe and efficient operations at the airport during adverse conditions. The Alternate included an extended warranty for the manufacturer to assist in maintaining the equipment.

Bids were received using BidExpress by SEH on behalf of the City of Duluth by 2:00pm on April 18, 2024, for the above referenced project. Only one bid was received despite several showing interest during bidding. The lone bid was from Zeigler Inc.

<u>Engineer's Estimate</u>	<u>\$780,000.00</u>
<b>Zeigler Inc</b>	<b>\$688,579.00</b>
<b>Additional Options Added</b>	
- <b>Various vehicle components</b>	<b>\$31,237.00</b>
- <b>Snow Tires</b>	<b>\$20,200.00</b>
- <b>Falls Wing and Hydraulic Reversible Plow</b>	<b>\$70,025.00</b>
- <b>Airport Radios</b>	<b>\$4,564.00</b>
- <b>84 Month Extended Warr.</b>	<b>\$14,690.00</b>
 <b>Grand Total:</b>	 <b>\$829,295.00</b>



## TABULATION OF BIDS

<b>SRE Acquisition - Wheel Loader</b> <b>Duluth International Airport</b> <b>SEH No.: DULAI 177556</b> <b>Bid Date: 2:00 p.m., Thursday, April 18, 2024</b>				Engineer's Estimate  \$780,000.00		Ziegler Inc. 901 West 94th Street Minneapolis, MN 55420 \$688,579.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Wheel Loader with 15 CY Snow Bucket	LS	1	\$660,000.00	\$660,000.00	\$613,399.00	\$613,399.00
2	30-foot Snow Pusher	LS	1	85,000.00	85,000.00	54,680.00	54,680.00
3	Forks	LS	1	25,000.00	25,000.00	18,700.00	18,700.00
<b>Base Bid Total Bid Price</b>				<b>770,000.00</b>		<b>686,779.00</b>	
<b><u>Alternate</u></b>							
4	Extended Warranty - 36 months / 3,000 Powertrain Hours	LS	1	10,000.00	10,000.00	1,800.00	1,800.00
<b>TOTAL BID PRICE ( BASE BID + ALTERNATE )</b>				<b>\$780,000.00</b>		<b>\$688,579.00</b>	

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the Duluth Airport Authority  
(Owner) and Zeigler Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: SRE Acquisition – Wheel Loader.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Furnishing Snow Removal Equipment.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. Bidder agrees that the delivery of the base bid vehicle/equipment shall be made within 365 calendar days of the date of the Notice-to-Proceed or signed contract.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. None

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - a. 95 percent of Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Within 60 days after Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 99 percent of Work completed (with the balance being retainage) less 250 percent of the cost to correct or complete work known at the time of Substantial Completion.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### 6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four (4) percent per annum.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  - 2. This Agreement (pages 00 52 00-1 to 00 52 00-5, inclusive).
  - 3. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  - 4. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-3, inclusive).
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive).
    - c. Certificate of Insurance.
  - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

### **8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;



2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **9.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **9.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **9.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Duluth Airport Authority

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF DOCUMENT**

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## General Info

Alt Total: \$1,800.00

## Total:

\$686,779.00

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Number	Description
24-4408	SRE Acquisition - Wheel Loader
<b>Deadline</b>	<b>Allows zero unit prices and labor</b>
04/18/2024 02:00 PM CDT	No
<b>Vendor</b>	<b>Allows negative unit prices and labor</b>
Ziegler Duluth	No
<b>Submitted</b>	
04/18/2024 12:02 PM CDT	
<b>Signed by</b>	
Jeff Nadeau <b>Account Holder</b> Jeff Nadeau	
<b>Opened</b>	
04/18/2024 02:01 PM CDT <b>By</b> lsmith@duluthmn.gov	

## Project Information

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The City of Duluth is bidding this project on behalf of the Duluth Airport Authority.

**PROJECT:** AIP No. 3-27-0024-078-2024; SEH No. DULAI 177556

**MAJOR COMPONENTS:** Acquisition of a front-end wheel loader and necessary attachments.

**PROJECT ENGINEER:** SEH, Inc. - Shawn McMahon, PE; phone 651-765-2921; email smcmahon@sehinc.com

**PRE-BID MEETING:** No pre-bid meeting will be held.

Electronic bids will be received until the bid deadline listed above. **E-MAIL BIDS WILL NOT BE ACCEPTED.** The City Purchasing Agent will conduct a public bid opening immediately after the deadline for receiving bids. Information and the link for viewing the bid opening may be found at [www.duluthmn.gov/purchasing/bids-request-for-proposals/](http://www.duluthmn.gov/purchasing/bids-request-for-proposals/).

**Bid Surety:** Bid bonds must be issued from a surety company listed on the Circular 570, which is accessible through the Bid Express solicitation, and submitted on the form provided in the bid documents. Bid surety in the amount of 5% of the total bid payable to the City of Duluth must be submitted with each bid. A pdf of the bid bond must be emailed to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) or paper copies may be mailed or dropped off at City Hall, 411 W. 1<sup>st</sup> Street, Room 120, Duluth, MN 55802. If bid bonds are emailed, bidders should be aware that the City's spam filter may prevent receipt of the email. It is the bidder's responsibility to verify emailed bid bonds have been received by Purchasing. Regardless of the method of submission,

bid surety must be received by Purchasing prior to the bid opening.

The City of Duluth and Duluth Airport Authority reserve the right to reject any and all Bids, split the award or waive irregularities, informalities or minor deviations from the specifications, if deemed to be in the best interest of the City of Duluth and the Duluth Airport Authority.

Note: Bid rigging is a serious crime. If you have any information concerning collusive bidding, even a request to submit a complementary bid, please call the Minnesota Attorney General's Office at (651) 296-1796.

**By submitting this bid, I acknowledge that all documents are being signed with my electronic signature, and as such agree to conduct this transaction through electronic means and to be bound hereby. I also acknowledge that I may be required to sign paper versions of the required documents to complete the contract package if I am the awarded contractor.**

\*

## Acknowledgement of Addenda

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**By checking this box, I acknowledge that I have reviewed Addendum 1, issued 4/4/2024; Addendum 2, issued 4/8/2024; Addendum 3, issued 4/8/2024; Addendum 4, issued 4/10/2024; and Addendum 5, issued 4/16/2024.**

\*

## Project Manual

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24-4408 DLH SRE Loader Project Manual (2.17 MB)

Addendum 1 to 24-4408 (81.6 KB)  
Issued 4/4/2024

Addendum 2 to 24-4408 (604 KB)  
Issued 4/8/2024, includes tax exemption

Addendum 3 to 24-4408 (80.4 KB)  
Issued 4/8/2024, extends bid deadline

Addendum 4 to 24-4408 (302 KB)  
Issued 4/10/24, extends bid deadline

Addendum 5 to 24-4408.pdf (87.9 KB)  
Changes specs

## Notices to Bidders

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NOTICES FOR BIDDERS (combined) (97.6 KB)  
Bid rigging, prompt payment, electronic bidding

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Notice to Bidders - Suspensions and Debarments (65.5 KB)

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General Bid Specs for Electronic Bids (126 KB)  
Revised 7.19.22

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## Declaration of Non-Collusion

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I hereby swear (or affirm) under penalty of perjury:

1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

I agree that my Electronic Signature applies as my legal binding signature for the Declaration of Non-Collusion.

\*

**Firm Name: \***

Jeff Nadeau

**Bidder's Federal Identification Number:**

41-0624660

## Byrd Anti-Lobbying Amendment Certification

---

I certify to the best of my knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 *et. seq.*, apply to this certification and disclosure, if any.

**By checking this box, I am applying my electronic signature to this certification as an authorized official.**

\*

**Authorized Official \***

Jeff Nadeau

## **Responsible Contractor Verification and Certification of Compliance**

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**This electronic form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be completed with the response to this solicitation. Bids submitted without the required Responsible Contractor Certification will be rejected.**

### **Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION.**

...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

**Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.**

"Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.13, 181.14, 181.101 or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction



worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

(vii) has been convicted of a violation of section 609.52, subd 2 (19).

(3) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;\*

(4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;\*

(5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;\*

\* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

(6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and

(7) All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or

subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification

of compliance with actual knowledge that it contains a false statement.

**Subd. 5a. Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum

criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

**Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it

responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic

verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

#### **CERTIFICATION**

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1. My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
2. I have included Attachment A-1 with my company's solicitation response, and
3. If my company is awarded a contract, I will also submit Attachment A-2 as required.

**Apply Electronic Signature of the Authorized Signature of Owner or Officer**

\*

**Printed Name: \***

Jeff Nadeau

**Company Name: \***

Ziegler Inc

**Title: \***

Territory Manager

**Date: \***

4/18/2024

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

## **ATTACHMENT A-1 FIRST-TIER SUBCONTRACTORS LIST**

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### **FIRST-TIER SUBCONTRACTORS LIST**

#### **SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

#### **FIRST TIER SUBCONTRACTOR NAMES (select "+" to add fields; enter "NONE" if no subcontractors will be used)**

**Legal name of company (as registered with the Secretary of State) \***

Ziegler Inc

**Name of the city where company home office is located**

Bloomington, Minnesota

#### **SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1**

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

**Typed Name (Authorized Representative) \***

Jeff Nadeau

**Title: \*** Territory Manager  
**Date: \*** 4/18/2024

**Company Name: \***  
Ziegler Inc.

## Exhibit A - Item Listing

\$686,779.00

Line No.	Description	Units of Measure	Est. Quantity	Alternate	Unit Price	Extension
Alternates are not included in bid total.						
1	Wheel Loader with 15 CY Snow Bucket	LS	1	No	\$613,399.00	\$613,399.00
2	30-foot Snow Pusher	LS	1	No	\$54,680.00	\$54,680.00
3	Forks	LS	1	No	\$18,700.00	\$18,700.00
4	Extended Warranty - 36 months / 3,000 Powertrain Hours	LS	1	Yes	\$1,800.00	\$1,800.00
					<b>Alternate Total: \$1,800.00</b>	
					<b>Total: \$686,779.00</b>	

## Envelope

The information supplied in this component will be available to the owner-agency immediately after the bid deadline, but before the bid is opened.

**Company Name (as registered with the MN Department of State) \***

Ziegler Inc

**Company Address \***

901 west 94th Street

**City \***

Minneapolis,

**State \***

MN

**Zip Code \***

55420

**Name of Primary Contact \***

Jeff Nadeau

**Phone Number of Primary Contact \***

**E-mail Address \***

(218) 428-1880

jeff.nadeau@zieglercat.com

**Duluth Airport Authority  
Kraus-Anderson Construction Company  
Amendment No 1 to Work Order 2023-01  
Ranch Hangar Project**

***Terms:***

- Remains unchanged

***Background:***

- Kraus Anderson acted as Construction Manager for the Ranch Hangar project.

***Amendment Overview:***

- This amendment is for the approval of Kraus Anderson to pay for the building permits and review and for the DAA to reimburse for those expenses.
- The original agreement called for the DAA to pay permit and review fees directly.

***Why were the changes in key terms needed/wanted?***

- DAA request

**AMENDMENT NO. 1 TO  
WORK ORDER KACC 2023-01**

THIS AMENDMENT is made this 30<sup>th</sup> of April, 2024 by the Duluth Airport Authority ("Owner") and Kraus-Anderson Construction Company ("Construction Manager").

WITNESSETH THAT WHEREAS:

A. Owner and Construction Manager are parties to that certain Work Order 2023-01 dated March 13, 2023 ("Work Order") issued under the Construction Management Agreement between the parties dated August 1, 2022 (the "CM Agreement") with respect to the Ranch Hangar Development identified in the Work Order (the "Project").

B. Owner and Construction Manager now desire to amend the Work Order.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Work Order and agree as follows.

1. Permit and plan review cost to be paid by Kraus Anderson that include \$21,395.63 fees for the review of building plans, specifications, and related documents submitted as required. Construction Manager shall be paid by Owner for full cost stated above.
2. Except as modified herein, the Work Order and CM Agreement shall remain in full force according to their terms.
3. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of this document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first set forth above. The undersigned further acknowledges that he or she is authorized to enter into this Amendment on behalf of the party designated below.

OWNER

Dated: \_\_\_\_\_, 2024

Duluth Airport Authority

By: \_\_\_\_\_



Dated: \_\_\_\_\_, 2024

Its President

By: \_\_\_\_\_

Its Secretary

CONSTRUCTION MANAGER

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Byers, Sarah**

---

**From:** permissingservices@duluthmn.gov  
**Sent:** Friday, August 18, 2023 9:32 AM  
**To:** Duluth Estimating  
**Subject:** eTRAKiT Online Payment

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your online permit fee payment has been received.

Thank you. Paymethod: CREDIT  
Receipt No.: WEB60622  
Amount Paid: \$13,314.26  
Paid Date: 8/18/2023

PERMIT	BBLDG2305-200	4825 AIRPORT RD DULUTH, MN 55811	BS BLDG COM
		BUILDING PERMITS	\$12,432.88
		STATE SURCHARGE	\$881.38
		<b>Sub Total:</b>	<b>\$13,314.26</b>
<b>Total Amount Paid:</b>			<b>\$13,314.26</b>

Name: KRAUS ANDERSON CONSTRUCTION COMPANY  
Address: 3716 ONEOTA ST  
City, State, Zip: DULUTH, MN 55807  
Phone: 2187223775  
Email: duluth.estimating@krausanderson.com

My Dashboard

Permits

- Apply / New Permit
- Search Permit
- Pay Fees

Projects

- Search Projects
- Pay Fees

Contractor

- Search Contractors
- Pay Fees

Properties

- Search Property

License

- Apply for New Licenses
- Search Licenses
- Pay Fees

Shopping Cart

- Pay All Fees
- Paid Items

Contact

- Contact us

*Payment Summary*


Receipt Page

Work is not authorized until status of permit is ISSUED **and** all fees are paid.

The Transaction is Approved

Receipt No: WEB59111  
Paymethod:CREDIT

Paid Date: 6/23/2023

<b>PERMIT</b>	<b>BBLDG2305-200</b>	<b>XXX GRINDEN DR DULUTH, MN 0</b>	
		PLAN REVIEW FEE	\$8,081.37
		<b>SUB TOTAL:</b>	<b>\$8,081.37</b>
<b>TOTAL AMOUNT PAID:</b>			<b>\$8,081.37</b>

[PRINT SUMMARY](#)

KRAUS ANDERSON CONSTRUCTION COMPANY  
Address: 3716 ONEOTA ST  
City, State, Zip: DULUTH, MN 55807

Email: [duluth.esteeming@krausanderson.com](mailto:duluth.esteeming@krausanderson.com)

**From:** permittingservices@duluthmn.gov  
**Sent:** Friday, June 23, 2023 10:52 AM  
**To:** Duluth Estimating  
**Subject:** eTRAKiT Online Payment

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your online permit fee payment has been received.

Thank you. Paymethod: CREDIT

Receipt No.: WEB59111

Amount Paid: \$8,081.37

Paid Date: 6/23/2023

PERMIT	BBLDG2305-200	XXX GRINDEN DR DULUTH, MN 0	BS BLDG COM
		PLAN REVIEW FEE	\$8,081.37
		<b>Sub Total:</b>	<b>\$8,081.37</b>
<b>Total Amount Paid:</b>			<b>\$8,081.37</b>

Name: KRAUS ANDERSON CONSTRUCTION COMPANY

Address: 3716 ONEOTA ST

City, State, Zip: DULUTH, MN 55807

Phone: 2187223775

Email: [duluth.estimateding@krausanderson.com](mailto:duluth.estimateding@krausanderson.com)

## AGREEMENT TO INSURE CERTAIN DULUTH AIRPORT AUTHORITY PROPERTY AND EQUIPMENT UNDER THE CITY OF DULUTH'S PROPERTY AND BOILER INSURANCE POLICIES

### **Terms:**

- Length of Agreement: 2/16/24 – 2/16/25
- Estimated Price: Up to \$100,000 to be confirmed once finalized.
- Deductible: \$100,000
- Insurance Provider:
  - Property & Equipment Insurance: Hanover Insurance
  - Boiler Insurance: Hartford Steam Boiler

### **Overview:**

- Eight years ago, the DAA moved from a separate policy to the City of Duluth's policy to leverage about 30k in annual savings.
- Our current broker recommends we stay with the City of Duluth's policy based on market conditions. We are able to get better coverage at a cheaper cost to the airport by pairing with the City of Duluth.
- The exhibit has been updated to include current equipment and remove those we do not need covered. Properties were updated to include the new ranch hangars and Sky Harbor Terminal and SRE.
- Airport buildings, personal property, heavy equipment, and boilers are covered by these policies.
- This agreement is substantially the same as previous years with only updated prices and exhibits.

Prepared by: Joelle Bodin

**..Title**

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE DULUTH AIRPORT AUTHORITY TO INSURE CERTAIN DULUTH AIRPORT AUTHORITY PROPERTY AND EQUIPMENT UNDER THE CITY'S PROPERTY AND BOILER INSURANCE POLICIES.

**..Body**

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement with the Duluth airport authority (DAA), substantially in the form attached as exhibit A, pursuant to which certain DAA property and equipment will be insured under the city's property and boiler insurance policies for the period from February 16, 2024, to February 16, 2025, and for which DAA shall pay the city in their proportionate share of the cost, in an amount of up to \$100,000 to be deposited in fund no. 610-036-1659-4906 (self-insurance liabilities, insurance accounts, insurance airport, other insurance charges).

**..Statement of Purpose**

STATEMENT OF PURPOSE: This resolution authorizes the execution of an agreement with the Duluth airport authority (DAA) pursuant to which DAA owned buildings and equipment will be insured under the city's property and boiler insurance policies. The city has a blanket property policy with \$100,000 deductible. The DAA's annual cost for the insurance will be their proportionate share of the cost, up to \$100,000.

**AGREEMENT TO INSURE CERTAIN DULUTH AIRPORT AUTHORITY PROPERTY  
AND EQUIPMENT UNDER THE CITY OF DULUTH'S PROPERTY AND BOILER  
INSURANCE POLICIES**

Pertaining to the period of February 16, 2024 to February 16, 2025

This Agreement is by and between the DULUTH AIRPORT AUTHORITY (“Authority”), and the CITY OF DULUTH (“City”).

WHEREAS, buildings owned by the City are insured with Hanover Insurance Company located at 440 Lincoln Street, Worcester, MA 01653 and the City maintains equipment breakdown insurance coverage (commonly referred to as “boiler insurance”) and inspection through Hartford Steam Boiler Inspection and Insurance Company located at 595 East Swedesford Road, Wayne, PA 19087; both property and boiler insurance are through the City’s insurance agent, Chris James of Marsh & McLennan Agency LLC; and

WHEREAS, the City’s property insurance coverage and boiler insurance coverage runs from February 16, 2024 to February 16, 2025; and

WHEREAS, the Authority desires to insure certain of its property through the City’s policies of insurance.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ALL RISK BLANKET POLICY

The City hereby agrees to include the Authority properties, boilers and equipment set forth on Exhibit A (hereinafter the “Authority Buildings”) on the City’s all risk blanket policy which covers buildings and business personal property and boiler insurance policy. The values of the Authority Buildings for purposes of property and boiler insurance are also set forth on Exhibit A. Authority shall be named a lien holder on the insurance policies. The City agrees to immediately pay over to Authority any claim settlements on any of the Authority Buildings. Additionally, Authority shall immediately be provided any notices pertaining to the Authority Buildings. The Authority shall immediately notify the City’s Risk Manager of any changes that may affect the value of any of the Authority Buildings.

2. TERM OF INSURANCE COVERAGE

The Authority Buildings shall be insured for the period of February 16, 2024, to

February 16, 2025.

3. PAYMENT BY AUTHORITY.

Authority agrees to pay City for insuring the Authority Buildings their proportionate share of the cost of the insurance up to One Hundred Thousand (\$100,000) Dollars payable into City Fund 610-036-1659-4906 (Self-Insurance Liabilities, Insurance Accounts, Airport Insurance, Other Insurance Charges).

4. MUTUAL COOPERATION

The Authority shall immediately give notice to the City of any damage to the Authority Property. The City Adjuster in cooperation with Authority's Executive Director or their designee will handle the processing of any claims involving the Authority Buildings. The City and Authority shall fully cooperate with the insurance companies in processing any claims.

5. POINT OF CONTACT

The point of contract for each of the parties to this Agreement shall be as follows:

City of Duluth:       Jesse J. Budisalovich  
                              City of Duluth  
                              440 City Hall  
                              411 West First Street  
                              Duluth, MN 55802  
                              (218) 730-5276

Authority:             Tom Werner  
                              Duluth Airport Authority  
                              Duluth International Airport  
                              4701 Grinden Drive  
                              Duluth, MN 55811  
                              (218) 625-7766

6. WAIVER

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

7. APPLICABLE LAW

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal



court within the State of Minnesota.

8. 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.

9. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

CITY OF DULUTH

DULUTH AIRPORT AUTHORITY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**Exhibit A**

<b>Buildings &amp; Personal Property</b>				
<b>Bldg. #</b>	<b>Building Name</b>	<b>Building Address</b>	<b>Replacement Value</b>	<b>Content Value</b>
103	Hangar 103	4960 Airport Approach Rd, Duluth	\$ 3,307,200.00	
104	Hangar 104 - Bays 7/8	4927 Airport Approach Rd, Duluth	\$ 716,560.00	
	Hangar 104 - Bay 9/10	4923 Airport Approach Rd, Duluth	\$ 716,560.00	
301	Electrical Vault	4867 Malstrom St, Duluth	\$ 1,102,400.00	
303	Snow Removal Equipment Building (SRE)	4875 Malstrom St, Duluth	\$ 5,512,000.00	\$ 826,800.00
311	Building 311	4464 Ralston Drive, Duluth	\$ 2,315,040.00	
614	Ranch Hangars (7)	4526 Airport Approach Rd, Duluth	\$ 468,520.00	
615	T-Hangars (14)	4524 Airport Approach Rd, Duluth	\$ 661,440.00	
616	Airport Tower Building	4525 Airport Approach Rd, Duluth	\$ 2,149,680.00	\$ 137,000.00
622	Municiple Hangar II	4535 Airport Approach Rd, Duluth	\$ 1,763,840.00	
N/A	Terminal	4701 Grinden Drive, Duluth	\$ 68,348,800.00	\$ 826,800.00
N/A	4825 Ranch Hangars (Added Feb. 2024)	4825 Airport Approach Rd, Duluth	\$ 2,000,000.00	
N/A	Sky Harbor Airport Office/Hangar (Add Spring/Summer 2024)	5000 Minnesota Avenue	\$ 2,600,000.00	\$ 150,000.00
N/A	Sky Harbor Airport: SRE Building (Add Spring/Summer 2024)	5000 Minnesota Avenue	\$ 1,100,000.00	\$ 50,000.00
			\$ 92,762,040.00	\$ 1,990,600.00

<b>Equipment</b>					
<b>Unit #</b>	<b>Make</b>	<b>Model</b>	<b>VIN/Serial Number</b>	<b>Year</b>	<b>Actual Cash Value</b>
13	Oshkosh	HB Series w/24' Plow	10TBFSF2XVS062879	1997	\$ 45,000.00
16	Oshkosh	P Series w/ 24' Plow	10T2C3B24H1030510	1987	\$ 20,000.00
19	Caterpillar	Grader	CAT0160M3N9T00167	2015	\$ 140,000.00
20	Oshkosh	H2723B Snow Blower	10TBFAP118S097443	2008	\$ 165,000.00
22	Oshkosh	Blower	10TBFPPY142S073260	2001	\$ 100,000.00
23	MB CO.	Blower	08-0776	2023	\$ 1,086,958.00
26	New Holland	Tractor Mower	RVS055495	2007	\$ 70,000.00
28	Caterpillar	Loader	CAT1T62GPAYA00220	2005	\$ 125,000.00
29	Chevrolet	Sander	1GBT7H4C2XJ100539	1999	\$ 28,000.00
30	Caterpillar	Loader	CAT0972MEA8P00659	2015	\$ 200,000.00
31	Oshkosh	Blower	10T3E1BX7N1043343	1991	\$ 30,000.00
32	Oshkosh	Blower	10T3E1BX7N1046105	1992	\$ 30,000.00
36	Oshkosh	Multi-Purpose Tractor	10TAJHGF6FS774787	2014	\$ 200,000.00
36	Oshkosh	Multi-Purpose Sweeper	10TA52513EA770881	2014	\$ 200,000.00
37	Oshkosh	MB Sweeper	10TBFAP1555085016	2005	\$ 30,000.00
38	Oshkosh	Sweeper	10TAHLGF7MS808473	2021	\$ 450,000.00
42	Western Star Sander	Sander	5KKHAVDV8MPMS0748	2021	\$ 150,000.00
43	Caterpillar	930G Loader	CAT0930GATWR01560	2006	\$ 110,000.00
44	Caterpillar	259D3 Ultra with Attachments	CAT0236BEHEN09082	2021	\$ 60,000.00
45	John Deere	1575 Mower/Sweeper/Blower	CH3Y170068517	2020	\$ 49,000.00
46	John Deere	1565 Mower	TCRG758070294	2005	\$ 8,000.00
47	John Deere	955 Mower	LV0955E190241	1996	\$ 6,000.00
48	John Deere	3120 Mower	LV3120H310446	2007	\$ 10,000.00
					\$ 3,312,958.00

VII. - H.

Duluth Airport Authority  
DAA Board Packet Budget vs. Actual Summary  
Jan 2024 - Mar 2024

UNAUDITED

Financial Row	Prior Year Actual (Jan 2023 - Mar 2023)	Current Year Actual (Jan 2024 - Mar 2024)	Budget Amount (Jan 2024 - Mar 2024)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2024 - Adjust 2024 )
<b>Ordinary Income/Expense</b>							
Income							
Non-Aeronautical Revenue	838,020	844,850	785,635	107.54%	6,830	59,215	3,270,423
Non-Passenger Aeronautical Revenue	429,315	436,321	415,745	104.95%	7,007	20,577	1,699,641
Passenger Airline Aeronautical Revenue	319,822	397,065	408,249	97.26%	77,243	(11,184)	1,626,676
<b>Total - Income</b>	<b>1,587,157</b>	<b>1,678,236</b>	<b>1,609,629</b>	<b>104.26%</b>	<b>91,080</b>	<b>68,608</b>	<b>6,596,739</b>
Gross Profit	1,587,157	1,678,236	1,609,629	104.26%	91,080	68,608	6,596,739
Expense							
Miscellaneous Expenses	22,392	133,253	30,158	441.86%	110,861	103,096	96,690
Personnel Compensation & Benefits	677,342	612,149	729,143	83.95%	(65,192)	(116,993)	3,015,668
Services and Charges	597,775	627,758	628,017	99.96%	29,982	(259)	2,433,958
Supplies	275,991	207,138	276,543	74.90%	(68,853)	(69,406)	767,463
<b>Total - Expense</b>	<b>1,573,500</b>	<b>1,580,298</b>	<b>1,663,861</b>	<b>94.98%</b>	<b>6,798</b>	<b>(83,563)</b>	<b>6,313,779</b>
<b>Net Ordinary Income</b>	<b>13,657</b>	<b>97,938</b>	<b>(54,232)</b>	<b>-180.59%</b>	<b>84,281</b>	<b>152,170</b>	<b>282,959</b>
<b>Other Income and Expenses</b>							
Other Income							
Capital Contributions	2,400,321	0	0	0.00%	(2,400,321)	0	0
Non-Operating Revenue	230,715	153,328	195,456	78.45%	(77,387)	(42,128)	648,529
<b>Total - Other Income</b>	<b>2,631,036</b>	<b>153,328</b>	<b>195,456</b>	<b>78.45%</b>	<b>(2,477,708)</b>	<b>(42,128)</b>	<b>648,529</b>
Other Expense							
Non-Operating Expense	35,491	30,293	35,293	85.83%	(5,197)	(5,000)	141,174
<b>Total - Other Expense</b>	<b>35,491</b>	<b>30,293</b>	<b>35,293</b>	<b>85.83%</b>	<b>(5,197)</b>	<b>(5,000)</b>	<b>141,174</b>
<b>Net Other Income</b>	<b>2,595,545</b>	<b>123,034</b>	<b>160,163</b>	<b>76.82%</b>	<b>(2,472,511)</b>	<b>(37,128)</b>	<b>507,355</b>
<b>Net Income Exclusive of Project Expenses, Depreciation &amp; Amortization</b>	<b>2,609,202</b>	<b>220,973</b>	<b>105,931</b>	<b>208.60%</b>	<b>(2,388,229)</b>	<b>115,042</b>	<b>790,315</b>
Projects/Grants	(1,899,080)	2,257,413	4,942,615	45.67%	4,156,492	(2,685,203)	19,770,462
Depreciation & Amortization	(2,848,479)	0	(2,685,913)	0.00%	2,848,479	2,685,913	(10,743,651)
<b>Net Income</b>	<b>(2,138,357)</b>	<b>2,478,385</b>	<b>2,362,634</b>	<b>104.90%</b>	<b>4,616,742</b>	<b>115,752</b>	<b>9,817,126</b>

- **Overall:** At the time this report was generated for the above period, the DAA is at an overall favorable variance budget vs actual of \$115K.
- **Operating Revenue:** Non-Aeronautical Revenue is \$59k over budget overall. Concessions revenues are \$6k under budget, parking revenues are \$61k over budget and customer facility charges are \$21k over budget. Non-passenger aeronautical revenue is 20k over budget due to increased rent, aviation gas sales and concessions. Passenger Airline Aeronautical revenue is 13k under budget due to less landing fees than predicted. Operating Revenues are 68k over budget overall.
- **Operating Expenses:** Miscellaneous Expenses are \$103k over budget, mostly due to the North Business Development Area Buyout. Personnel Compensation and Benefits are \$116k under budget. Supplies are \$69k under budget. Services and charges are nearly flat. Operating expenses are \$83k under budget overall.
- **Non-Operating Revenue:** Non-operating revenue is under budget by \$42k. Interest income of is over budget by over \$10k and PFCs under budget by \$52k due to delays in receipt.
- **Non-Operating Expenses:** Non-Operating Expenses of interest expense are under budget by \$5k, as the line of credit was not been utilized in 2024.
- **Report Disclaimer:** The results of this report are expected to change slightly with delayed revenue and expense postings.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 5/7/2024:**
  - Minimum Cash Balance Goal: \$2,801,956
  - Current Balance: \$2,885,709 (does not include grants receivable)

**Duluth Airport Authority**  
**Income Statement**  
**Jan 2024, Q1 2024, Feb 2024, Mar 2024**

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$5,064.00
Concession Revenue	
ATM	\$32.50
Car Rental Concession	\$101,484.97
Food & Beverage Concession	\$21,312.61
Lottery Concessions	\$431.46
Per Departure Fee	\$760.00
Per Passenger Fee	\$8,512.00
Services/Other	\$201.45
TNC Per Trip Fee	\$2,529.00
Vending	\$1,533.15
Total - Concession Revenue	\$136,797.14
Customer Facility Charges	\$65,040.00
Miscellaneous Revenues	\$24,634.32
Parking	\$482,867.58
Permits	\$2,755.46
Reimbursed Expenses	\$29,961.49
Rent	\$71,729.84
Sponsorship Income	\$26,000.00
Total - Non-Aeronautical Revenue	\$844,849.83
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$4,700.47
Concession Revenue	
Deicing	\$2,882.06
Flight Training/Tour Operations	\$4,402.89
Fuel Flowage Fees	\$23,915.40
Hangar Rent	\$1,627.29
Landing Fees	\$4,886.74
Mechanic	\$182.15
Misc Sales/Other	\$1,182.51
Total - Concession Revenue	\$39,079.04
Landing Fees	\$9,414.23
Ramp Fees	\$5,085.00
Rent	\$350,443.81
Security Reimbursement	\$27,058.68
Tie Downs	\$540.00
Total - Non-Passenger Aeronautical Revenue	\$436,321.23
Passenger Airline Aeronautical Revenue	
Landing Fees	\$72,034.40
Per Use Fee	\$1,415.62
Terminal Office/Space Rental	\$323,615.37
Total - Passenger Airline Aeronautical Revenue	\$397,065.39
<b>Total - Income</b>	<b>\$1,678,236.45</b>
Gross Profit	\$1,678,236.45
Expense	
Miscellaneous Expenses	
Miscellaneous Expenses	\$97,207.45
Licenses & Taxes	\$7,158.00
Memberships, Dues & Subscriptions	\$11,703.00
Transaction Fees	\$17,184.75
Total - Miscellaneous Expenses	\$133,253.20
Personnel Compensation & Benefits	
Employer Contributions for Retirement	\$53,774.79

<b>Financial Row</b>	<b>Amount</b>
Employer Paid Insurance	\$106,686.94
Retiree Benefits	\$37,030.72
Wages & Salaries	\$414,656.97
<b>Total - Personnel Compensation &amp; Benefits</b>	<b>\$612,149.42</b>
<b>Services and Charges</b>	
Central Services Fee	\$19,495.00
Communications & Technology	\$77,645.18
Employee Development Services	\$17,617.11
Marketing	\$75,356.00
Professional Services	\$123,940.34
Rentals	\$1,085.37
Repairs and Maintenance - Contractual/Services	\$105,954.67
Sponsorship Expenses	\$4,000.00
Transportation	\$1,097.53
Utility Services	\$201,566.31
<b>Total - Services and Charges</b>	<b>\$627,757.51</b>
<b>Supplies</b>	
Merchandise for Resale	\$5,101.78
Office Supplies	\$17,771.71
<b>Operating Supplies</b>	
Cleaning & Janitorial	\$10,185.58
Customer Service	\$350.46
Lubricants & Additives	\$2,635.57
Meeting Supplies	\$745.03
Motor Fuels	\$41,781.32
PPE Reimbursement	\$550.46
Safety & Environmental	\$2,582.69
Wildlife Control	\$559.38
<b>Total - Operating Supplies</b>	<b>\$59,390.49</b>
Repairs & Maintenance Supplies	\$124,873.96
<b>Total - Supplies</b>	<b>\$207,137.94</b>
<b>Total - Expense</b>	<b>\$1,580,298.07</b>
<b>Net Ordinary Income</b>	<b>\$97,938.38</b>
<b>Other Income and Expenses</b>	
<b>Other Income</b>	
Capital Contributions	
Grants	\$2,257,412.72
<b>Total - Capital Contributions</b>	<b>\$2,257,412.72</b>
<b>Non-Operating Revenue</b>	
Interest Income	\$72,606.20
Passenger Facility Charges	\$80,721.53
<b>Total - Non-Operating Revenue</b>	<b>\$153,327.73</b>
<b>Total - Other Income</b>	<b>\$2,410,740.45</b>
<b>Other Expense</b>	
Non-Operating Expense	
Interest Expense	\$30,293.46
<b>Total - Non-Operating Expense</b>	<b>\$30,293.46</b>
<b>Total - Other Expense</b>	<b>\$30,293.46</b>
<b>Net Other Income</b>	<b>\$2,380,446.99</b>
<b>Net Income</b>	<b>\$2,478,385.37</b>

**Duluth Airport Authority**  
**Balance Sheet**  
**End of Mar 2023**

Financial Row	Amount
<b>ASSETS</b>	
Current Assets	
Bank	\$9,518,996.04
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$90,676.23
Accounts Receivable Billed	\$427,306.41
Accrued Receivable	\$22,029.61
Grants Receivable	\$1,977.00
ST Lease Receivable	\$77,794.05
Total Accounts Receivable	\$619,783.30
Other Current Asset	\$432,691.72
Total Current Assets	\$10,571,471.06
Fixed Assets	
Accumulated Depreciation	(\$154,970,535.48)
Capital Assets	\$265,116,698.10
Work in Progress	\$2,776,439.34
Total Fixed Assets	\$112,922,601.96
Other Assets	
Accumulated Amortization	(\$2,816,392.31)
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	\$6,427,848.95
Total ASSETS	\$129,921,921.97
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$173,619.49
Contracts Payable	\$315,186.46
Credit Cards Payable	\$482.51
Lottery Payable	\$6,879.05
Total Accounts Payable	\$496,167.51
Credit Card	\$3,591.26
Other Current Liability	\$3,787,603.31
Total Current Liabilities	\$4,287,362.08
Long Term Liabilities	
LT Loans Payable to City of Duluth	\$4,165,000.00
Net Pension Liability	\$1,647,368.00
Total Other Post Employment Benefit Liability	\$3,451,083.45
Total Long Term Liabilities	\$9,263,451.45
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$101,887,796.54
Net Income	(\$2,138,356.80)
Total Equity	\$116,371,108.44
Total Liabilities & Equity	\$129,921,921.97

**Duluth Airport Authority  
Duluth A/R Aging Report  
As of May 7, 2024**

<b>Customer</b>	<b>60 Days Open Balance</b>	<b>90 Days Open Balance</b>	<b>&gt;90 Days Open Balance</b>	<b>Total Open Balance</b>
Avis Rent A Car	\$0.00	\$0.00	\$0.00	\$2,660.90
Azbell, Austin	\$153.00	\$0.00	\$0.00	\$153.00
Bellamy Bill	\$86.30	\$0.00	\$0.00	\$86.30
Bemidji Aviation	\$0.00	\$0.00	\$0.00	\$960.06
BKR Investments DBA Duluth Pack	\$250.00	\$250.00	\$500.00	\$1,250.00
Brenholdt, Jacob	\$0.00	\$0.00	\$102.00	\$102.00
Budget Rent A Car	\$0.00	\$0.00	\$0.00	\$1,862.75
Case, Ronald Jr.	\$0.00	\$0.00	\$0.00	\$51.00
Churchill, Sean	\$0.00	\$47.72	\$0.00	\$302.00
Cirrus Design Corporation	\$240.70	\$617.32	(\$94.45)	\$27,603.70
City of Duluth	\$0.00	\$0.00	\$0.00	\$1,770.34
Civil Air Patrol	\$0.00	\$0.00	\$0.00	\$848.49
Cohen, Marc	\$0.00	\$0.00	\$0.00	\$51.00
Delta Airlines	\$0.00	\$0.00	\$0.00	\$45,256.51
DeSutter, Peter	\$0.00	\$0.00	\$0.00	\$51.00
Divine Carriers	\$147.60	\$147.60	\$700.00	\$1,142.80
Dudley Bruce	\$0.00	\$0.00	\$90.00	\$90.00
Duluth Hangar, LLC	\$0.00	\$0.00	\$0.00	\$869.48
Dunker, Christopher L	\$0.00	\$0.00	\$9,028.20	\$9,028.20
Ellefson, Nicholas	\$0.00	\$0.00	\$0.00	\$745.00
Enterprise Leasing Company	\$0.00	\$5.45	\$0.00	\$218.11
Federal Aviation Administration	(\$65.00)	\$0.00	\$0.00	\$12,901.00
Galchus, Kurt	\$418.33	\$0.00	\$0.00	\$672.61
General Services Administration	\$0.00	\$0.00	\$0.00	\$5,631.76
Goritchan Boris	\$0.00	\$0.00	\$2,004.00	\$2,004.00
GSSC	\$0.00	\$0.00	\$0.00	\$115.00
Hagberg, Rick	\$0.00	\$0.00	\$0.00	\$254.28
Hall John	\$0.00	\$0.00	\$0.00	\$325.17
Harris, Melissa	\$153.00	\$0.00	\$0.00	\$153.00
Hatfield, Dan	\$0.00	\$0.00	\$0.00	\$254.28
Hermantown Hydraulics	\$0.00	\$0.00	\$1,526.68	\$1,526.68
Hillman Colin	\$0.00	\$0.00	\$0.00	\$300.00
Hunstad, Nicholas	\$0.00	\$0.00	\$0.00	\$114.83
HydroSolutions Of Duluth, Inc.	\$0.00	\$0.00	\$0.00	\$3,466.75
Johnson, Josiah H	\$0.00	\$0.00	\$0.00	\$189.92
Johnson, Richard	\$0.00	\$0.00	\$0.00	\$583.30
Johnston, Paul	\$0.00	\$0.00	\$0.00	\$254.28
K & D Auctions	\$0.00	\$0.00	(\$249.00)	(\$2,217.62)
Kleen-Tech Services, LLC	\$729.97	\$0.00	\$708.69	\$2,513.63
Lake Superior College	\$0.00	\$0.00	\$0.00	\$34,468.27
Lake Superior Helicopters	\$0.00	\$0.00	\$0.00	\$6,314.79
MediaUSA Advertising Inc	\$1,438.00	\$0.00	\$0.00	\$1,438.00
Minnesota Air National Guard	\$0.00	\$0.00	\$0.00	\$6,958.32
Minnesota Department of Transportation	\$100,807.94	(\$7,731.41)	\$2,488,911.19	\$4,627,159.39
Minnesota Power	\$0.00	\$0.00	\$0.00	\$466.46
Miscellaneous	\$0.00	\$400.00	\$0.00	\$700.00

Monaco Air Duluth	\$0.00	\$0.00	(\$2,326.95)	\$2,592.44
Mountain Air Cargo	\$0.00	\$0.00	\$0.00	(\$395.05)
Northland Constructors, Inc.	\$0.00	\$0.00	\$0.00	\$181.50
Oakwells CR, LLC	\$0.00	\$0.00	\$0.00	\$888.00
On Site Enterprises, Inc	\$0.00	\$0.00	(\$2.00)	(\$2.00)
Opack Matthew Jr.	\$0.00	\$0.00	\$0.00	\$249.15
Parking Lot Miscellaneous Customers	\$0.00	(\$156.00)	\$0.00	(\$156.00)
Parsons Electric	\$0.00	\$0.00	\$0.00	\$130.00
Parthe, Lance	\$329.02	\$329.02	\$276.64	\$1,263.70
Payne, Robert	\$0.00	\$0.00	\$0.00	\$329.02
Pfaltzgraff, George	\$0.00	\$0.00	\$0.00	\$745.00
Plucinak, Joseph	\$0.00	\$0.00	\$0.00	(\$1,615.00)
Rogers, Alexander	\$0.00	\$0.00	\$0.00	\$254.28
RS&H	\$0.00	\$0.00	\$0.00	\$2,761.77
St. Luke's Hospital	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Stevens, Mike	\$0.00	\$0.00	\$0.00	\$254.28
Sun Country, Inc. dba Sun Country Airlines	\$120.00	\$0.00	(\$5.04)	\$21,502.88
Sundquist, Margie	\$0.00	\$51.00	\$0.00	\$51.00
Sydow Dan	\$0.00	\$0.00	\$329.01	\$658.03
The Landline Company	\$3,660.19	\$0.00	\$0.00	\$4,278.38
Transportation Security Administration	\$0.00	\$0.00	\$0.00	\$9,234.06
QED/ALEX - EPAP	\$0.00	\$0.00	\$0.00	\$88.17
Transportation Security Administration	\$0.00	\$0.00	\$0.00	\$9,322.23
unifi	\$0.00	\$0.00	\$4,147.00	\$4,662.00
United Airlines	\$0.00	\$0.00	\$0.00	\$43,794.53
Valentine, Ian	\$0.00	\$0.00	\$0.00	\$51.00
Williams, Ron	\$0.00	\$0.00	\$0.00	\$254.28
Winter, Detrich	\$0.00	\$0.00	\$0.00	\$745.00
<b>Total</b>	<b>\$108,469.05</b>	<b>(\$6,039.30)</b>	<b>\$2,515,645.97</b>	<b>\$4,904,451.16</b>



Year to Date Airline Statistics

Month	DELTA					UNITED					SUN COUNTRY				
	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements		2024 Deplanements		Total
	Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev	
JAN	5,411	119	4,885	151	10,566	2,540	46	2,309	44	4,939	-	-	-	-	-
FEB	4,823	150	5,916	155	11,044	2,654	56	2,641	46	5,397	1,434	1	1,117	1	2,553
MAR	5,206	165	5,145	158	10,674	3,252	89	3,374	83	6,798	1,563	3	1,465	2	3,033
APR	5,260	211	5,125	214	10,810	4,013	103	4,232	102	8,450	947	-	1,184	1	2,132
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JUN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JUL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AUG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	20,700	645	21,071	678	43,094	12,459	294	12,556	275	25,584	3,944	4	3,766	4	7,718

Month	CHARTERS					2024 Total Passenger Data Including Charters							2023 - 2024 Difference		
	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements			2024 Deplanements			Total Passenger	Enplanements	Deplanements	Total Passengers
	Revenue	Non Rev	Revenue	Non Rev		Rev	Non Rev	Total	Rev	Non Rev	Total				
JAN	182	-	180	-	362	8,133	165	8,298	7,374	195	7,569	15,867	(466)	(1,364)	(1,830)
FEB	-	-	-	-	-	8,911	207	9,118	9,674	202	9,876	18,994	(408)	(323)	(731)
MAR	181	-	217	-	398	10,202	257	10,459	10,201	243	10,444	20,903	(3,337)	1,896	(1,441)
APR	181	-	180	-	361	10,401	314	10,715	10,721	317	11,038	21,753	(79)	(17)	(96)
MAY	-	-	-	-	-	-	-	-	-	-	-	-	(10,665)	(11,312)	(21,977)
JUN	-	-	-	-	-	-	-	-	-	-	-	-	(9,728)	(9,683)	(19,411)
JUL	-	-	-	-	-	-	-	-	-	-	-	-	(12,075)	(12,229)	(24,304)
AUG	-	-	-	-	-	-	-	-	-	-	-	-	(13,744)	(13,216)	(26,960)
SEP	-	-	-	-	-	-	-	-	-	-	-	-	(11,126)	(10,493)	(21,619)
OCT	-	-	-	-	-	-	-	-	-	-	-	-	(10,283)	(9,640)	(19,923)
NOV	-	-	-	-	-	-	-	-	-	-	-	-	(9,058)	(8,811)	(17,869)
DEC	-	-	-	-	-	-	-	-	-	-	-	-	(8,306)	(8,412)	(16,718)
Total	544	-	541	-	1,121	37,647	943	38,590	37,970	957	38,927	77,517	(89,275)	(83,604)	(172,879)

# 2024 Landline Passengers

Arrivals

Departures

	Arrivals				Departures				2023		
	Revenue	Non-Rev	Seats (AU)	Total	Revenue	Non-Rev	Seats (AU)	Total	Grand Total	Total	Inc /Dec
January	446	13	1,104	459	732	17	1,104	749	1,208	2,206	(998)
February	614	13	1,150	627	703	16	1,150	719	1,346	2,064	(718)
March	638	13	1,242	651	693	20	1,242	713	1,364	2,266	(902)
April	613	11	1,058	624	685	6	1,058	691	1,315	2,328	(1,013)
May				-				-	-	1,601	-
June				-				-	-	1,558	-
July				-				-	-	1,879	-
August				-				-	-	1,697	-
September				-				-	-	902	-
October				-				-	-	1,083	-
November				-				-	-	1,190	-
December				-				-	-	1,616	-
	<b>2,311</b>	<b>50</b>	<b>4,554</b>	<b>2,361</b>	<b>2,813</b>	<b>59</b>	<b>4,554</b>	<b>2,872</b>	<b>5,233</b>	<b>20,390</b>	<b>(3,631)</b>