

**DATE:** October 14, 2016  
**TO:** SAA Board of Directors  
**FROM:** Tim Rogers and Shelli Swanson  
**SUBJECT:** **October 19, 2016 Regular Board Meeting**

Enclosed are items for your review prior to Wednesday's meeting. Please note that the meeting will be held in the **second floor conference room, Hangar 600, 2720 Arnold Ct.** A map showing the location of Hangar 600 is enclosed in your board meeting packet.

The meeting's agenda includes a review of projected revenues to be included in the SAA's 2017 Budget and Operating Plan. I will also present a draft of proposed amendments to the Airport Authority's rules and regulations and commercial minimum standards for the Salina Regional Airport.

Please note the following agenda comments.

**Agenda Item #5 – Review of Airport Activity and Financial Reports for the Month Ending September 30, 2016** (Rogers and Swanson)

**50 Years Ago – October, 1966** (Rogers)

On October 18, 1966 the Airport Authority board of directors approved an application to become a participating employer to provide for the inclusion of all its eligible employees under the Kansas Public Employees Retirement System (KPERS). The board of directors also approved the issuance of General Obligation Bonds for the purchase of surplus government land to be used for business and industrial development.

**Airport Activity – Air Traffic** (Rogers)

The September 2016 air traffic count decreased 14% to 7,593 operations as compared to the September 2015 total of 8,846. For the year-to-date a total of 60,653 operations have been recorded which is 12% less than the September 2015 YTD total of 69,129. Fewer students are enrolled in the K-State helicopter flight training program.

**Airport Activity – Fuel Flowage** (Rogers)

September, 2016 fuel flowage (137,906gallons) decreased by 4% as compared to the September, 2015 total of 143,816gallons. For the year-to-date fuel flowage (1,451,102 gallons) is down 5% as compared to the September, 2015 YTD total of 1,532,872 gallons. During the remainder of the calendar year we will see a small number of additional Ft. Riley APOE/D flights.

**Airport Activity – Passenger Counts** (Rogers)

September, 2016 marked Great Lakes' third, full month of nonstop Denver flights. The air carrier recorded 976 total passengers which was an 11% increase over the August, 2016 total of 879. Our target for total enplaned passengers is 833 or more per month. The Great Lakes' SLN to DEN marketing program has started and will run for 21 months.

**Financial Reports – Comments and Notes** (Swanson)

At the end of the 3rd quarter, we saw total operating income arrive 4% over budget or \$53,668. Additionally, our increase in revenue over the same period last year reached nearly \$83,000. 2016 YTD total operating expenses continue to track favorably at \$22,422 under budget or 2%.

During September, two new short-term leases were executed. Exide Battery is now leasing nearly 60,000 sq. ft. of warehouse space in Bldg. 655 which will return \$39,000 in revenue yet this fiscal year. The battery manufacturer is utilizing the facility to store starter or empty batteries at a time when space is limited at their south industrial facility. Secondly, the SAA has leased a 1-acre tract (Airport Rd. equipment road) to Penske Truck Leasing, Co., L.P. Although the current lease is only for one-year, Penske has indicated a desire to utilize the tract for the long-term. The agreement which provides for two 1-year options, will generate \$4,380 in annual land rent.

The following represents the September activity in our two bond proceed improvement fund accounts:

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Cash in Bank - Bond Funds</b>							<b>45,384.15</b>
<b>107 - UMB Series 2015-A Proj Fund</b>							<b>45,384.15</b>
▶ Bill Pmt -Check	09/06/2016	1041	APAC-Kansas, Inc., She...		20 - Account...	-13,631.00	31,753.15
Check	09/30/2016			Service Charge	534 - Other a...	-12.00	31,741.15
Deposit	09/30/2016			Interest	810 - Interes...	1.53	31,742.68
Total 107 - UMB Series 2015-A Proj Fund						<u>-13,641.47</u>	<u>31,742.68</u>
Total Cash in Bank - Bond Funds						<u>-13,641.47</u>	<u>31,742.68</u>
<b>TOTAL</b>						<u><b>-13,641.47</b></u>	<u><b>31,742.68</b></u>

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Cash in Bank - Bond Funds</b>							
<b>108-FBK Imp Fund Temp Note 2016</b>							
▶ General Journal	09/15/2016	2564		Bond Proceeds	GO Temp No...	657,000.00	657,000.00
Bill Pmt -Check	09/23/2016	1001	Clark, Mize & Linv...		20 - Account...	-784.00	656,216.00
Bill Pmt -Check	09/23/2016	1002	George K. Baum &...		20 - Account...	-3,500.00	652,716.00
Bill Pmt -Check	09/23/2016	1003	Gilmore & Bell		20 - Account...	-3,300.00	649,416.00
Bill Pmt -Check	09/23/2016	1004	Office of the State...		20 - Account...	-630.00	648,786.00
Bill Pmt -Check	09/23/2016	1005	Saline County Nox...		20 - Account...	-1,903.80	646,882.20
Bill Pmt -Check	09/23/2016	1006	State of Kansas A...		20 - Account...	-195.00	646,687.20
Deposit	09/30/2016			Interest	810 - Interes...	57.54	646,744.74
Bill Pmt -Check	10/14/2016	1007	Clark, Mize & Linv...		20 - Account...	-816.00	645,928.74
Total 108-FBK Imp Fund Temp Note 2016						<u>645,928.74</u>	<u>645,928.74</u>
Total Cash in Bank - Bond Funds						<u>645,928.74</u>	<u>645,928.74</u>
<b>TOTAL</b>						<u><b>645,928.74</b></u>	<u><b>645,928.74</b></u>

**Financial Reports – September 2016 Significant Expenditures/Payables Report Enclosed** (Swanson)

**Financial Reports – Accounts Receivable Past Due 31 days or more as of October 14, 2016** (Swanson)

<u>Account</u>	<u>Amount</u>	<u>Days</u>	<u>Comments</u>
Terry Belcher	\$107	31-60	Hangar rental
Charter Matrix	\$3,225	31->90	Bldg. rental and fin. Charges
KSARNG	\$7,834	>90	Ramp repair

## **Agenda Item #6 – 2017 Operating Budget and Operating Plan Revenue Projections** (Rogers and Swanson)

At Wednesday's meeting Shelli and I will review projections for 2017 capital and operating revenues. The source of 2017 capital revenue will be FAA Airport Improvement Program grant funds.

The primary sources of 2017 operating revenue will be building and hangar rental, fuel flowage fees, land rental and commissions. Based upon existing agreements we will be able to forecast increases in each revenue category. The lease extension with Bombardier for hangar H959 will enable us to consider three scenarios concerning projected rental revenue. We will present a base rental projection and two additional projections based upon BBA's actual H959 use.

Other contributors to a forecasted increase in operating revenue include; increased fuel deliveries, additional rental car commission fees, additional airline landing fees and new short term leasing opportunities.

At this time, we will be classifying only one lease as "at risk." The B655 lease payments are current, but we'll need to continue to monitor this account.

## **Agenda Item #7 – Salina Regional Airport Rules and Regulations and Commercial Minimum Standards Amendments** (Rogers & Swanson)

Since 1966 the Airport Authority has had rules and regulations covering operations and activity at the Salina Regional Airport. The Airport Authority has also maintained minimum standards for the conduct of commercial aeronautical activity at the Salina Regional Airport. The last update of the SAA's rules and regulations and commercial minimum standards was completed during November, 2008.

At Wednesday's meeting we'll discuss proposed 2016 revisions and amendments to the airport's rules and regulations and commercial standards. The primary reason for the changes is to make provisions for the commercial use of unmanned aerial systems (UAS) and aircraft at the Salina Regional Airport. This past August, the FAA issued regulations and guidance on the operation of small UAS (sUAS) aircraft (less than 55 lbs.) in the national airspace system (NAS). The proposed additions to the Salina Airport rules and regulations and commercial minimum standards will accommodate requests for sUAS operations at Salina.

This year's update and revisions will also take care of needed text corrections and update sections related to airport security and the need to accommodate service animals on scheduled air carrier flights.

## **Agenda Item #8 – Executive Session** (Vancil)

An executive session is scheduled for the purpose of discussing this year's executive director's performance review.

### **Staff Reports**

- **Kenny Bieker**

#### **AIP Project No. 36 – Taxiway Echo and Alpha Construction**

The project did start on October 3<sup>rd</sup>, 2016. Phase I was completed as scheduled and we're currently working on Phase II. Phase I was the relocation of the Taxiway Alpha hold short markings and signs and was completed in 5 days. The contractor is now working on phase II removing concrete shoulders along Taxiway Echo and concrete where the new taxiway lights will be installed. The installation includes boring below the pavement in order to install electrical cable for the taxiway lights.

#### **Runway 17-35 Slurry Seal**

This project will occur in 2017. The project will include the full 150' width by 7500' long of the south portion of Runway 17-35.

- **Kasey Windhorst**

### **Special Events**

7 Wonders of Salina - The Salina Airport Authority is honored to have been selected by the students of Coronado Elementary as one of the 7 most wondrous places in Salina. Third grade students at Coronado Elementary will get a tour of the fire trucks and SLN ARFF station on Tuesday, October 18<sup>th</sup>.

WIA Wash & Wax - Kansas State Polytechnic Women in Aviation (WIA) will be hosting an airplane wash and wax at the Salina Regional Airport in Hangar 600. The event is scheduled for Saturday, November 12<sup>th</sup> and Sunday, November 13<sup>th</sup> from 8:00a.m. to 5:00p.m. All proceeds will go toward sending K-State Women in Aviation to their annual conference in Orlando, FL.

Candy Canes and Airplanes - The Salina Airport Authority is once again partnering with Kansas State Polytechnic campus to host the annual Candy Canes and Airplanes. The event is scheduled for Saturday, December 3<sup>rd</sup> from 1:00 PM – 4: 00 PM in hangar 600. It is a great time for kids of all ages.

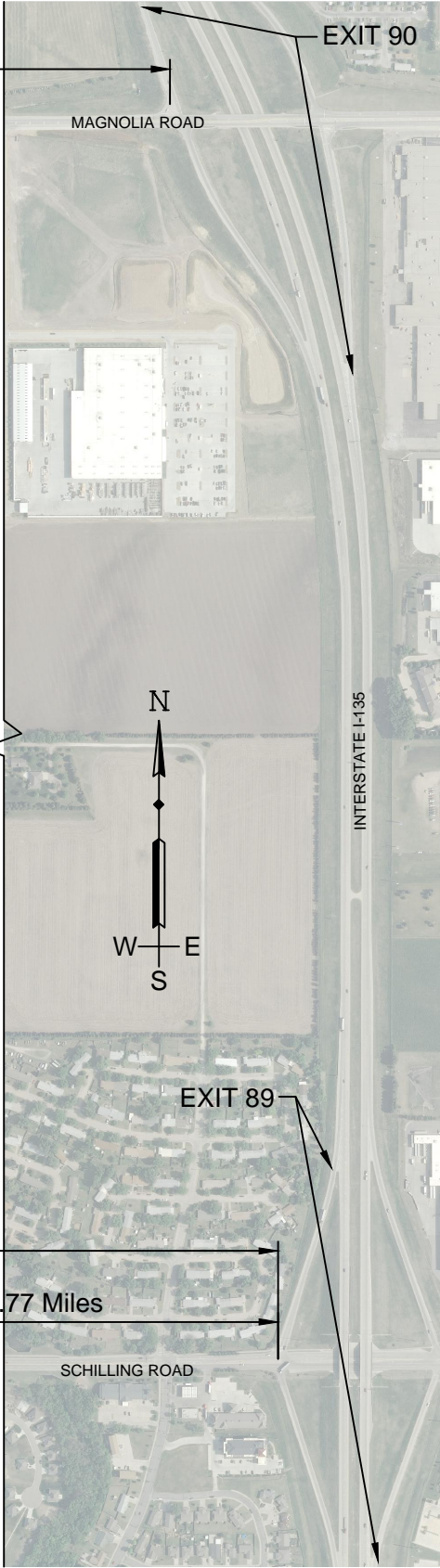
Please contact me if you have any questions or comments.

**DIRECTIONS TO HANGAR 600 (2720 ARNOLD COURT)**

EXIT OFF I-135 AT MAGNOLIA ROAD  
WEST ON MAGNOLIA  
LEFT ON CENTENNIAL  
RIGHT ON SCANLAN  
CONTINUE ON GENERAL JIM  
RIGHT ON ARNOLD COURT  
TO HANGAR 600



EXIT OFF I-135 AT SCHILLING ROAD  
WEST ON SCHILLING  
RIGHT ON ARNOLD AVENUE  
LEFT ON ARNOLD COURT  
TO HANGAR 600



# **SALINA AIRPORT AUTHORITY REGULAR BOARD MEETING**

**Wednesday, October 19, 2016  
Hangar H600, 2720 Arnold Court  
Second Floor Conference Room – 8:00 AM**

## **AGENDA**

### **Action Items**

1. Call to order and determine a quorum is present. (Vancil)
2. Recognition of guests. (Vancil)
3. Additions to the agenda. (Vancil)
4. Approval of the minutes of the September 21, 2016 regular board meeting. (Vancil)
5. Review of airport activity and financial reports for the month ending September 30, 2016. (Rogers & Swanson)
6. Review and discussion of the Airport Authority's 2017 Budget and Operating Plan projected revenues. (Rogers and Swanson)
7. Initial review of amendments to the Salina Regional Airport Rules and Regulation and Commercial Minimum Standards. (Rogers)

### **Directors' Forum** (Vancil)

### **Visitor's Questions and Comments** (Vancil)

### **Staff Reports** (Rogers)

- Prospect activity for available SAA hangars and buildings.

### **Announcements** (Rogers)

### **Executive Session** (Vancil)

8. An executive session of the board of directors for the purpose of discussing matters of non-elected personnel. (Vancil)

### **Adjournment** (Vancil)



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF  
DIRECTORS OF THE SALINA AIRPORT AUTHORITY  
SEPTEMBER 21, 2016  
HANGAR 600 SECOND FLOOR CONFERENCE ROOM**

**Call to Order**

The meeting was called to order at 8:00 AM by Chairman Vancil.

**Attendance**

Attendance was taken. Chairman Vancil, Directors Neuschafer, Wiesel and Platten were present. Also present were Executive Director Tim Rogers; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Kenny Bieker; Office Manager Kasey Windhorst; Administrative Assistants Catarino Porras and Jacob Spain and Board Attorney Greg Bengtson. Luci Larson, County Commission; Julie Yager-Zucker, Avflight, and Tim Unruh, Salina Journal were guests.

**Additions to the Agenda**

Chairman Vancil asked if there were any additions to the agenda. Executive Director Rogers stated that there were no additions to the agenda.

**Minutes**

Chairman Vancil asked if the board members had additions or corrections to the minutes of the August 17, 2016 regular board meeting. Director Neuschafer moved, seconded by Director Platten, to approve the minutes of the August 17, 2016 regular board meeting. Motion passed unanimously.

**50 Years Ago**

On September 20, 1966 the Airport Authority board of directors approved a lease and operating agreement with Central Airlines for counter space in the Airport Terminal Building and scheduled air service operations at the Salina Airport. This action allowed Central Airlines to move its Salina operations from the old Salina Airport on the east side of the city to the former Schilling AFB.

**Airport Activity and Financial Reports**

Executive Director Rogers reported on airport activity for the month of August 2016. Air traffic total operations for August 2016 decreased to 4,789 compared to 5,426 in August 2016. The 12% decrease was spread across military and local civil categories, primarily due to the decline of students enrolled in the K-State aviation helicopter program. Total fuel flowage for the month of

August 2016 was 375,330 gallons, which was a 246% increase compared to the August 2015 total of 108,581 gallons. The increase was due to the deployment of Ft. Riley's 1<sup>st</sup> ID Combat Aviation Brigade.

Executive Director Rogers reviewed enplanements for the month of August. Great Lakes completed its second full month of service to Denver with 879 total passengers. The target number for total passengers is 833 or more passengers. The October 3rd start of the Great Lakes SLN-DEN marketing program will help attract more passengers to SLN.

Director of Administration and Finance Swanson reported on the financials for the month ending August 31, 2016. Total operating income arrived at 5% over budget at the end of August and is tracking nearly \$97,000 more than the same period in 2015. Fuel flowage fees pulled within 2% of budget with a great month of FOL activity. Hangar and short term lease number continue to track well. Penske signed a 1-year agreement for equipment storage at the industrial lot/yard located at 3651 Airport Road. Total operating expenses at the end of August are tracking under budget 2% or \$31,938. Positive net income before depreciation through YTD arrived at \$88,066.

### **Airport and Airport Industrial Center Economic Impact Study**

Executive Director Rogers distributed copies of the Salina Regional Airport and Airport Industrial Center Economic Impact Study that was completed by the Docking Institute of Public Affairs at Fort Hays State University. The study concluded that the 114 businesses and organizations at the Airport and Airport Industrial Center provide the following impacts:

- The SLN/SAIC activity contributed approximately 60 percent of the total economic activity in Saline County during 2014.
- Total employment associated with SLN/SAIC activity during 2014 was 6,459 jobs (17.3 percent of the employment in Saline County).
- The SLN/SAIC activity contributed approximately 25 percent of the total economic activity in the Seven County Region during 2014 and produced 6,010 jobs.
- The SLN/SAIC businesses and organizations contributed approximately 7.7 percent of the total economic activity in the Twenty-five County Region during 2014 and produced 6,505 jobs.
- SLN/SAIC activity contributed approximately 1.3 percent of the total economic activity in Kansas during 2014 and produced 7,796 jobs.

Dr. Preston Gilbert, Senior Policy Fellow at the Docking Institute and Dr. Gary Brinker, Director of the Docking Institute answered questions concerning the report.

### **2017 Budget and Operating Plan Priorities**

Executive Director Rogers reviewed priorities for the Airport Authority's 2017 Operating Plan and Budgets. Airfield construction will be a large priority for 2017. Rogers explained that safety



during construction projects is of most importance. Other priorities that were highlighted included; completion of the former Schilling AFB RI/FS/CAD work, America's Fuel Stop marketing, hangar and building leasing, and implement the SLN-DEN air service marketing plan.

### **Staff Reports**

- Rogers reviewed the increased activity on short term leasing, including a verbal agreement on Building 655 and possible interest in Building 824. The equipment yard located at 3651 Airport Rd. has been broken down into smaller lots that are available for lease, opening leasing opportunities for multiple tenants.
- Rogers reviewed the Great Lakes SLN-DEN media plan campaign which will go into effect in October, 2016 and last through June, 2018. The plan has been approved by both Great Lakes and DEN and will include billboards, digital ads, T.V. radio advertisements, and print ads.
- Rogers reminded the board of the upcoming study session on September 28, 2016 at 4:00 PM in the Hangar 600 conference room.

### **Executive Session**

At 9:03 A.M. Director Platten moved to recess the open meeting until 9:23 A.M. for an executive session for the following:

Discussing matters of non-elected personnel for the reason that public discussion would violate the individual's privacy rights. The subject to be discussed is the executive director's 2016 job performance and professional development review.

The open meeting shall resume in the M.J. Kennedy Air Terminal conference room at 9:23 A.M. Director Weisel seconded the motion. Motion carried unanimously.

The open meeting resumed at 9:23 A.M

Upon a motion duly made, the meeting adjourned at 9:23 A.M.

Minutes approved at the October 19, 2016 Board meeting.

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Secretary

(SEAL)

**SALINA AIRPORT AUTHORITY  
AIRPORT ACTIVITY REPORT  
2016**

**AIR TRAFFIC/ATCT**

September, 2016	7,593 Operations 806 Instrument Operations 601 Peak Day
September, 2015	8,846 Operations 747 Instrument Operations 554 Peak Day
January 2016 - September 2016	60,653 Operations
January 2015 - September 2015	69,129 Operations
January 2014 - September 2014	66,780 Operations

**FUEL FLOWAGE**

September, 2016	137,906 Gallons
September, 2015	143,816 Gallons
January 2016 - September 2016	1,451,102 Gallons
January 2015 - September 2015	1,532,872 Gallons
January 2014 - September 2014	1,130,611 Gallons

KSU-S	Avflight Salina	Avflight	
		Military/Gov't Portion	Self-fuel Station Portion
13,409	124,497	34,472	747
13,455	130,361	28,240	971
84,694	1,366,408	539,640	7,878
96,951	1,435,921	407,116	7,632
89,701	1,039,278	278,615	8,051

**Great Lakes**

September, 2016	499 Passengers
September, 2015	61 Passengers
January 2016 - September 2016	1,435 Passengers
January 2015 - September 2015	891 Passengers
January 2014 - September 2014	1,594 Passengers

**ENPLANEMENTS**

**DEPLANEMENTS**

**TOTAL**

477 Passengers

976

**ENPLANEMENTS - Charter Flights**

September, 2016	138 Passengers
September, 2015	0 Passengers
January 2016 - September 2016	624 Passengers
January 2015 - September 2015	5,252 Passengers
January 2014 - September 2014	196 Passengers

**TOTAL ENPLANEMENTS - Scheduled Flights & Charter Flights**

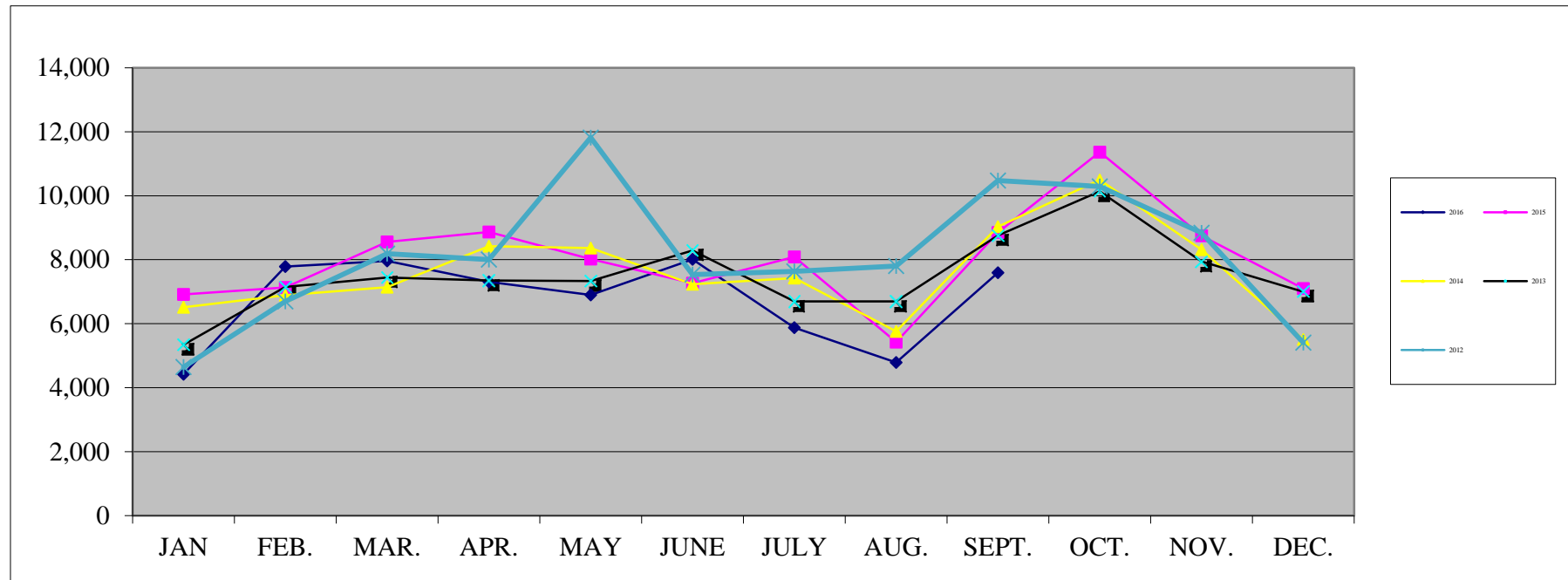
September, 2016	637 Passengers
September, 2015	79 Passengers
January 2016 - September 2016	2,059 Passengers
January 2015 - September 2015	6,143 Passengers
January 2014 - September 2014	1,790 Passengers

**AIRPORT TRAFFIC RECORD  
2015 - 2016**

	ITINERANT					LOCAL			Total Operations
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	
<b>2016</b>									
January, 16	5	941	676	88	1,710	2,502	210	2,712	4,422
February, 16	78	2,171	1,038	208	3,495	4,064	230	4,294	7,789
March, 16	21	1,830	869	234	2,954	4,644	364	5,008	7,962
April, 16	15	1,799	791	269	2,874	4,110	328	4,438	7,312
May, 16	106	1,610	980	325	3,021	3,473	404	3,877	6,898
June, 16	69	1,758	1,089	273	3,189	4,310	512	4,822	8,011
July, 16	3	1,411	942	152	2,508	3,215	154	3,369	5,877
August, 16	12	1,231	817	194	2,254	2,054	481	2,535	4,789
September, 16	55	2,513	885	144	3,597	3,872	124	3,996	7,593
October, 16									
November, 16									
December, 16									
<b>Totals January - September</b>	<b>364</b>	<b>15,264</b>	<b>8,087</b>	<b>1,887</b>	<b>25,602</b>	<b>32,244</b>	<b>2,807</b>	<b>35,051</b>	<b>60,653</b>
<b>2015</b>									
January, 15	7	1,543	723	138	2,411	4,243	264	4,507	6,918
February, 15	6	1,937	779	138	2,860	3,997	276	4,273	7,133
March, 15	68	2,086	814	176	3,144	5,079	334	5,413	8,557
April, 15	21	2,160	665	290	3,136	5,168	566	5,734	8,870
May, 15	72	1,774	733	207	2,786	4,790	446	5,236	8,022
June, 15	2	1,793	847	236	2,878	4,076	314	4,390	7,268
July, 15	169	1,771	786	102	2,828	5,050	211	5,261	8,089
August, 15	27	1,252	895	165	2,339	2,843	244	3,087	5,426
September, 15	185	2,428	881	163	3,657	4,921	268	5,189	8,846
October, 15									
November, 15									
December, 15									
<b>Totals January - September</b>	<b>557</b>	<b>16,744</b>	<b>7,123</b>	<b>1,615</b>	<b>26,039</b>	<b>40,167</b>	<b>2,923</b>	<b>43,090</b>	<b>69,129</b>
<b>Difference</b>	<b>-193</b>	<b>-1,480</b>	<b>964</b>	<b>272</b>	<b>-437</b>	<b>-7,923</b>	<b>-116</b>	<b>-8,039</b>	<b>-8,476</b>
<b>YTD % Change</b>	<b>-35%</b>	<b>-9%</b>	<b>14%</b>	<b>17%</b>	<b>-2%</b>	<b>-20%</b>	<b>-4%</b>	<b>-19%</b>	<b>-12%</b>

**AIR TRAFFIC**

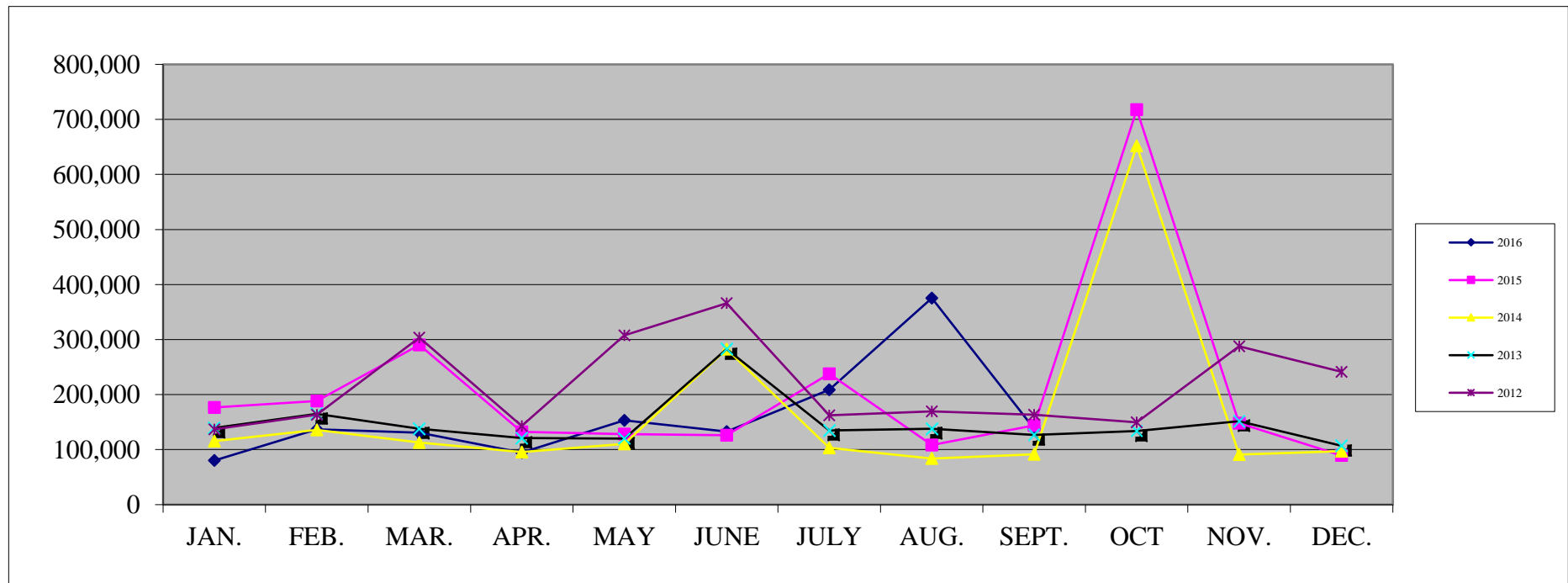
	<u>JAN</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
<b>2016</b>	4,422	7,789	7,962	7,312	6,898	8,011	5,877	4,789	7,593				<b>60,653</b>
<b>2015</b>	6,918	7,133	8,557	8,870	8,022	7,268	8,089	5,426	8,846	11,367	8,753	7,101	96,350
<b>2014</b>	6,511	6,887	7,143	8,426	8,365	7,234	7,423	5,756	9,035	10,496	8,316	5,509	91,101
<b>2013</b>	5,341	7,146	7,440	7,349	7,336	8,291	6,696	6,694	8,755	10,136	7,946	7,001	90,131
<b>2012</b>	4,642	6,700	8,189	8,002	11,819	7,532	7,635	7,802	10,478	10,292	8,838	5,409	97,338
<b>2011</b>	3,088	3,880	4,632	5,671	5,418	6,379	5,639	4,804	9,355	9,249	6,138	4,954	69,207
<b>2010</b>	2,760	4,430	5,743	5,964	4,611	4,572	4,364	4,009	6,816	7,653	5,100	4,429	60,451
<b>2009</b>	4,345	6,822	5,675	5,888	6,209	5,883	5,082	3,860	6,470	5,258	5,775	3,795	65,062
<b>2008</b>	4,233	6,749	6,063	6,291	5,530	6,345	5,356	4,112	7,425	8,125	6,571	4,775	71,575
<b>2007</b>	5,606	5,726	6,005	7,264	6,087	6,788	6,232	5,531	8,637	7,425	7,498	3,680	76,479
<b>2006</b>	5,660	6,886	6,468	6,719	6,958	6,411	5,074	6,370	8,692	9,410	6,894	5,922	81,464



**FUEL FLOWAGE**

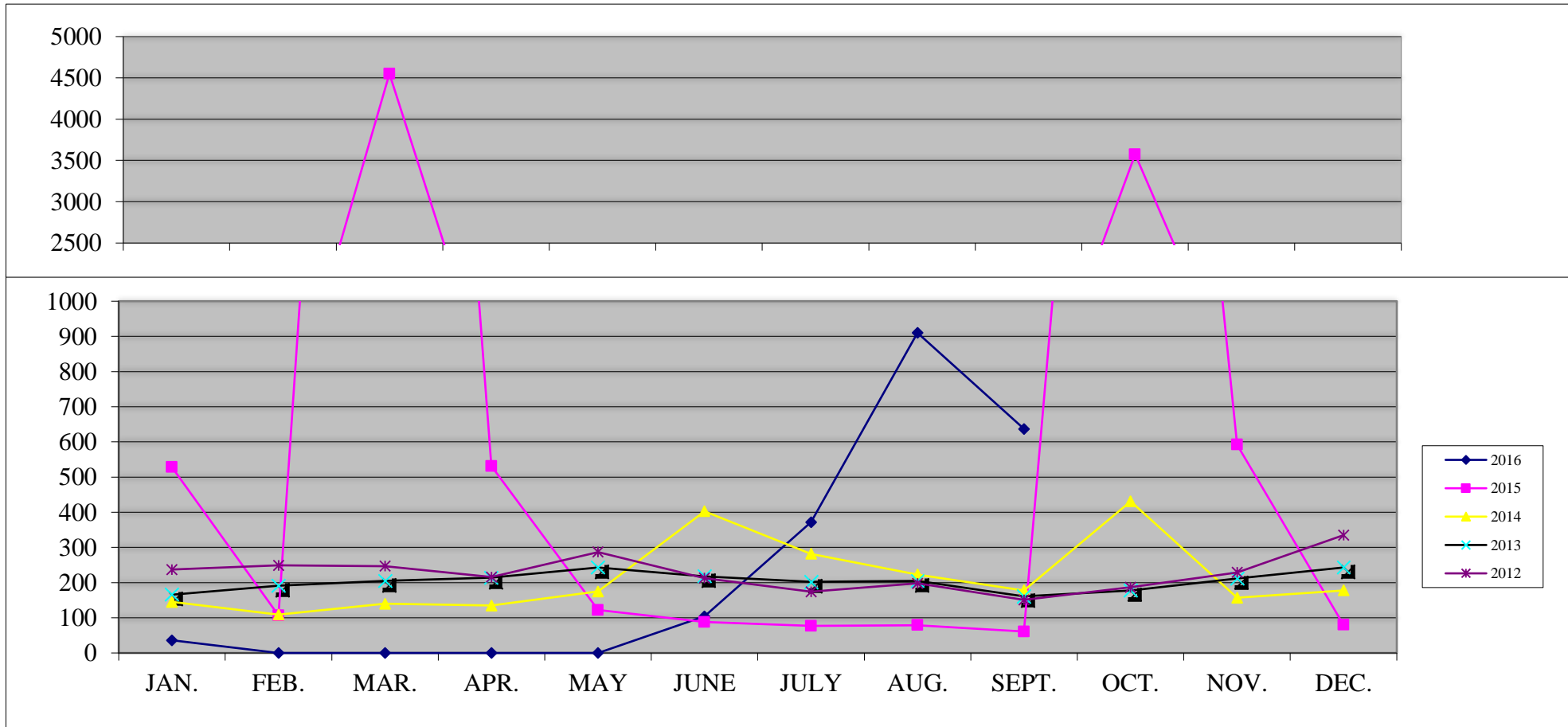
**Gallons of Fuel Sold at SLN**

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
<b>2016</b>	80,221	136,763	130,990	94,673	153,410	132,964	208,846	375,330	137,906				<b>1,451,103</b>
<b>2015</b>	176,746	188,406	290,470	132,543	128,100	126,428	237,782	108,581	143,816	717,601	147,853	89,277	2,487,603
<b>2014</b>	115,573	135,651	112,694	95,549	110,387	282,468	103,108	83,757	91,423	652,207	90,948	97,295	1,971,061
<b>2013</b>	139,227	165,167	138,056	121,295	120,083	282,743	134,677	137,840	126,523	134,024	151,427	106,917	1,757,981
<b>2012</b>	136,995	163,253	303,472	142,770	307,541	365,938	162,584	169,534	163,515	149,404	287,619	241,424	2,594,049
<b>2011</b>	158,199	175,703	311,254	168,490	141,986	261,097	246,687	202,390	178,133	172,586	203,684	166,461	2,386,670
<b>2010</b>	140,149	174,668	276,837	195,019	195,859	333,684	271,029	212,013	170,735	209,067	315,010	269,921	2,763,991
<b>2009</b>	202,765	239,649	182,205	183,738	192,029	306,421	222,991	145,268	171,251	216,190	256,904	162,174	2,481,585
<b>2008</b>	240,060	298,097	293,841	231,396	212,675	319,814	218,666	236,294	245,330	374,857	236,718	206,767	3,114,515
<b>2007</b>	301,504	331,456	315,827	300,209	306,483	433,448	292,410	317,909	323,365	294,420	327,122	234,641	3,778,794
<b>2006</b>	267,924	311,776	297,888	287,710	286,273	286,903	324,655	413,395	388,262	321,437	314,458	316,431	3,817,112



**ENPLANEMENTS**

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>FAA Adjustment</u>	<u>TOTAL</u>
<b>2016</b>	36	0	0	0	0	104	372	910	637					<b>2,059</b>
<b>2015</b>	528	107	4,550	531	122	88	77	79	61	3,574	592	80	-310	10,079
<b>2014</b>	145	109	140	135	175	403	282	223	178	431	157	178	-158	2,398
<b>2013</b>	166	191	205	214	243	218	202	205	161	178	212	243	391	2,829
<b>2012</b>	237	249	247	216	287	213	174	198	151	187	229	335	803	3,526
<b>2011</b>	146	156	205	181	254	258	261	234	225	287	264	234	152	2,857
<b>2010</b>	81	97	139	116	668	166	162	154	178	436	234	510	203	3,144
<b>2009</b>	224	227	275	223	232	210	225	242	439	190	223	129	29	2,868
<b>2008</b>	228	147	224	283	372	396	393	450	524	930	309	398	516	5,170
<b>2007</b>	109	81	133	107	185	226	221	285	241	325	679	353	1,182	4,127
<b>2006</b>	163	140	230	121	176	179	161	150	161	147	293	108	848	2,877



\*\*Adjustment based on Nonscheduled/On-Demand Air Carrier Filings FAA Form 1800-31

**Salina Airport Authority**  
**Statement of Net Assets Prev Year Comparison**  
**As of September 30, 2016**

	Sep 30, 16	Aug 31, 16	\$ Change	Sep 30, 15	\$ Change	% Change
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
Cash in Bank - Bond Funds	678,487	45,384	633,103	356,349	322,139	90%
Cash in bank & Petty Cash-Op	279,758	152,972	126,786	310,382	-30,624	-10%
<b>Total Checking/Savings</b>	<b>958,245</b>	<b>198,356</b>	<b>759,889</b>	<b>666,730</b>	<b>291,515</b>	<b>44%</b>
<b>Accounts Receivable</b>						
Accounts Receivable	126,998	155,578	-28,580	83,197	43,801	53%
<b>Total Accounts Receivable</b>	<b>126,998</b>	<b>155,578</b>	<b>-28,580</b>	<b>83,197</b>	<b>43,801</b>	<b>53%</b>
<b>Other Current Assets</b>						
Agri Land Receivable	0	0	0	58,000	-58,000	-100%
Mill Levy receivable	13,852	179,879	-166,026	0	13,852	100%
Other current assets	141,308	133,308	8,000	152,784	-11,477	-8%
Undeposited Funds	21	20	1	2,271	-2,250	-99%
<b>Total Other Current Assets</b>	<b>155,181</b>	<b>313,206</b>	<b>-158,025</b>	<b>213,055</b>	<b>-57,874</b>	<b>-27%</b>
<b>Total Current Assets</b>	<b>1,240,424</b>	<b>667,140</b>	<b>573,284</b>	<b>962,983</b>	<b>277,441</b>	<b>29%</b>
<b>Fixed Assets</b>						
Fixed assets at cost	82,494,455	82,459,615	34,840	82,007,280	487,175	1%
Less accumulated depreciation	-38,745,660	-38,525,498	-220,163	-36,122,948	-2,622,713	-7%
<b>Total Fixed Assets</b>	<b>43,748,794</b>	<b>43,934,117</b>	<b>-185,323</b>	<b>45,884,332</b>	<b>-2,135,538</b>	<b>-5%</b>
<b>Other Assets</b>						
Other assets	33,873	36,323	-2,450	0	33,873	100%
<b>Total Other Assets</b>	<b>33,873</b>	<b>36,323</b>	<b>-2,450</b>	<b>0</b>	<b>33,873</b>	<b>100%</b>
<b>TOTAL ASSETS</b>	<b>45,023,092</b>	<b>44,637,581</b>	<b>385,511</b>	<b>46,847,315</b>	<b>-1,824,223</b>	<b>-4%</b>
<b>LIABILITIES &amp; EQUITY</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
<b>Accounts Payable</b>						
Accounts payable	43,759	95,222	-51,463	48,063	-4,304	-9%
<b>Total Accounts Payable</b>	<b>43,759</b>	<b>95,222</b>	<b>-51,463</b>	<b>48,063</b>	<b>-4,304</b>	<b>-9%</b>
<b>Credit Cards</b>						
Sam's Club Discover	0	0	0	-38	38	100%
VISA - Sunflower Bank, N.A. - S	0	0	0	199	-199	-100%
VISA - Sunflower Bank, N.A. - T	770	-29	799	0	770	100%
<b>Total Credit Cards</b>	<b>770</b>	<b>-29</b>	<b>799</b>	<b>161</b>	<b>609</b>	<b>378%</b>
<b>Other Current Liabilities</b>						
Accrued debt interest payable	81,544	1,660	79,883	104,700	-23,156	-22%
Debt, current portion	1,109,894	1,109,894	0	1,025,674	84,220	8%
Deferred Agri Land Revenue	0	0	0	14,500	-14,500	-100%
Deferred Mill Levy revenue	497,784	663,713	-165,928	497,816	-32	0%
Other current liabilities	218,849	214,204	4,645	217,695	1,154	1%
<b>Total Other Current Liabilities</b>	<b>1,908,071</b>	<b>1,989,471</b>	<b>-81,400</b>	<b>1,860,384</b>	<b>47,686</b>	<b>3%</b>
<b>Total Current Liabilities</b>	<b>1,952,600</b>	<b>2,084,664</b>	<b>-132,064</b>	<b>1,908,609</b>	<b>43,991</b>	<b>2%</b>
<b>Long Term Liabilities</b>						
Capital Lease Payable	0	0	0	55,696	-55,696	-100%
Debt - Long Term	22,445,445	21,788,445	657,000	22,790,664	-345,219	-2%
Less current portion	-1,109,894	-1,109,894	0	-1,025,674	-84,220	-8%
Security Deposits Returnable	44,818	44,352	466	38,980	5,838	15%
<b>Total Long Term Liabilities</b>	<b>21,380,370</b>	<b>20,722,904</b>	<b>657,466</b>	<b>21,859,666</b>	<b>-479,297</b>	<b>-2%</b>
<b>Total Liabilities</b>	<b>23,332,969</b>	<b>22,807,567</b>	<b>525,402</b>	<b>23,768,275</b>	<b>-435,306</b>	<b>-2%</b>
<b>Equity</b>						
Invested in Capital Assets net	21,303,349	21,788,445	-485,096	23,037,636	-1,734,286	-8%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	1,388,322	903,226	485,096	1,119,884	268,438	24%
Net Income	-1,091,549	-951,658	-139,891	-1,168,480	76,931	7%
<b>Total Equity</b>	<b>21,690,123</b>	<b>21,830,014</b>	<b>-139,891</b>	<b>23,079,040</b>	<b>-1,388,917</b>	<b>-6%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>45,023,092</b>	<b>44,637,581</b>	<b>385,511</b>	<b>46,847,315</b>	<b>-1,824,223</b>	<b>-4%</b>

## Salina Airport Authority Profit & Loss Budget Performance

September 2016

	Sep 16	Budget	\$ Over Budget	% of Budget	Jan - Sep 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>Airfield revenue</b>									
Fuel Flowage Fees	10,467	13,063	-2,595	80%	113,028	117,563	-4,534	96%	156,750
Hangar rent	31,677	45,313	-13,636	70%	390,060	383,018	7,042	102%	515,000
Landing fees	1,224	450	774	272%	5,385	4,050	1,335	133%	5,400
Ramp rent	4,084	4,155	-71	98%	39,596	37,399	2,197	106%	49,865
<b>Total Airfield revenue</b>	<b>47,452</b>	<b>62,981</b>	<b>-15,529</b>	<b>75%</b>	<b>548,069</b>	<b>542,029</b>	<b>6,040</b>	<b>101%</b>	<b>727,015</b>
<b>Building and land rent</b>									
Agri land rent	0	0	0	0%	56,354	58,000	-1,646	97%	58,000
<b>Building rents</b>									
Short-term leasing	10,743	3,867	6,876	278%	58,675	34,806	23,869	169%	46,408
Building rents - Other	69,374	64,883	4,491	107%	607,079	583,944	23,135	104%	778,592
<b>Total Building rents</b>	<b>80,117</b>	<b>68,750</b>	<b>11,367</b>	<b>117%</b>	<b>665,754</b>	<b>618,750</b>	<b>47,004</b>	<b>108%</b>	<b>825,000</b>
<b>Land rent</b>									
Basic Land Rent	5,068	7,192	-2,124	70%	51,698	64,624	-12,926	80%	86,199
Property tax - tenant share	10,833	10,833	0	100%	97,497	97,497	0	100%	129,996
Land rent - Other	0	0	0	0%	0	0	0	0%	0
<b>Total Land rent</b>	<b>15,901</b>	<b>18,025</b>	<b>-2,124</b>	<b>88%</b>	<b>149,195</b>	<b>162,121</b>	<b>-12,926</b>	<b>92%</b>	<b>216,195</b>
Tank rent	808	742	66	109%	7,272	6,675	597	109%	8,900
<b>Total Building and land rent</b>	<b>96,826</b>	<b>87,516</b>	<b>9,310</b>	<b>111%</b>	<b>878,574</b>	<b>845,546</b>	<b>33,028</b>	<b>104%</b>	<b>1,108,095</b>
<b>Other revenue</b>									
ARFF Training	0	0	0	0%	0	0	0	0%	0
Commissions	1,182	1,667	-485	71%	15,076	15,000	76	101%	20,000
Other income	275	3,417	-3,142	8%	45,169	30,750	14,419	147%	41,000
<b>Total Other revenue</b>	<b>1,457</b>	<b>5,083</b>	<b>-3,626</b>	<b>29%</b>	<b>60,250</b>	<b>45,750</b>	<b>14,500</b>	<b>132%</b>	<b>61,000</b>
<b>Total Income</b>	<b>145,835</b>	<b>155,581</b>	<b>-9,745</b>	<b>94%</b>	<b>1,486,993</b>	<b>1,433,325</b>	<b>53,668</b>	<b>104%</b>	<b>1,896,110</b>
<b>Gross Profit</b>	<b>145,835</b>	<b>155,581</b>	<b>-9,745</b>	<b>94%</b>	<b>1,486,993</b>	<b>1,433,325</b>	<b>53,668</b>	<b>104%</b>	<b>1,896,110</b>
<b>Expense</b>									
<b>Administrative expenses</b>									
A/E, consultants, brokers	0	1,993	-1,993	0%	33,076	17,935	15,141	184%	23,913
Airport promotion	5,826	833	4,993	699%	16,488	7,500	8,988	220%	10,000
Bad Debt Expense	0	0	0	0%	0	0	0	0%	0
Computer/Network Admin.	1,187	833	354	142%	11,629	7,500	4,129	155%	10,000
Dues and subscriptions	751	1,250	-499	60%	16,108	11,250	4,858	143%	15,000
Employee retirement	4,478	4,951	-473	90%	47,361	49,511	-2,150	96%	66,840
FICA and medicare tax expense	3,877	4,051	-174	96%	39,146	40,511	-1,365	97%	54,690
Industrial development	0	0	0	0%	11,250	11,250	0	100%	15,000
Insurance, property	13,050	12,500	550	104%	108,654	112,500	-3,846	97%	150,000
Insurance, medical	13,892	15,750	-1,858	88%	122,927	141,750	-18,823	87%	189,000
Kansas unemployment tax	182	250	-68	73%	512	750	-238	68%	1,000
Legal and accounting	1,776	2,583	-807	69%	13,750	23,250	-9,500	59%	31,000
Office salaries	30,808	26,900	3,908	115%	333,959	330,755	3,204	101%	427,281
Office Supplies	299	500	-201	60%	5,702	4,500	1,202	127%	6,000
<b>Other administrative expense</b>									
Merchant Processing Fees	27	57	-30	47%	432	514	-81	84%	685
Other administrative expense - Other	227	256	-29	89%	4,276	2,298	1,978	186%	3,065
<b>Total Other administrative expense</b>	<b>254</b>	<b>313</b>	<b>-59</b>	<b>81%</b>	<b>4,709</b>	<b>2,812</b>	<b>1,897</b>	<b>167%</b>	<b>3,750</b>
<b>Postage</b>	<b>31</b>	<b>250</b>	<b>-219</b>	<b>12%</b>	<b>1,268</b>	<b>2,250</b>	<b>-982</b>	<b>56%</b>	<b>3,000</b>
<b>Property tax expense</b>	<b>13,750</b>	<b>13,750</b>	<b>0</b>	<b>100%</b>	<b>123,750</b>	<b>123,750</b>	<b>0</b>	<b>100%</b>	<b>165,000</b>
<b>Special Events</b>	<b>0</b>	<b>83</b>	<b>-83</b>	<b>0%</b>	<b>0</b>	<b>750</b>	<b>-750</b>	<b>0%</b>	<b>1,000</b>
<b>Telephone</b>	<b>1,309</b>	<b>1,313</b>	<b>-4</b>	<b>100%</b>	<b>12,087</b>	<b>11,813</b>	<b>274</b>	<b>102%</b>	<b>15,750</b>
<b>Training</b>	<b>36</b>	<b>667</b>	<b>-631</b>	<b>5%</b>	<b>1,411</b>	<b>6,000</b>	<b>-4,589</b>	<b>24%</b>	<b>8,000</b>
<b>Travel and meetings</b>	<b>885</b>	<b>667</b>	<b>218</b>	<b>133%</b>	<b>7,354</b>	<b>6,000</b>	<b>1,354</b>	<b>123%</b>	<b>8,000</b>
<b>Total Administrative expenses</b>	<b>92,390</b>	<b>89,437</b>	<b>2,953</b>	<b>103%</b>	<b>911,140</b>	<b>912,336</b>	<b>-1,197</b>	<b>100%</b>	<b>1,204,224</b>
<b>Maintenance expenses</b>									
Airfield maintenance	3,820	1,375	2,445	278%	28,983	12,375	16,608	234%	16,500
Airport Security	0	42	-42	0%	0	375	-375	0%	500
Building maintenance	3,613	3,333	280	108%	33,826	30,000	3,826	113%	40,000
Equipment fuel and repairs	4,218	4,417	-199	96%	43,828	39,750	4,078	110%	53,000
Fire Services	0	125	-125	0%	250	1,125	-875	22%	1,500
Grounds maintenance	579	292	287	198%	2,959	2,625	334	113%	3,500
Maintenance salaries	20,678	23,065	-2,388	90%	204,889	230,655	-25,766	89%	311,384
Other maintenance expenses	1,370	1,542	-172	89%	9,138	13,875	-4,737	66%	18,500
Snow removal expense	0	1,083	-1,083	0%	540	9,750	-9,210	6%	13,000
Utilities	17,378	13,000	4,378	134%	163,838	168,944	-5,107	97%	205,000
<b>Total Maintenance expenses</b>	<b>51,656</b>	<b>48,274</b>	<b>3,382</b>	<b>107%</b>	<b>488,249</b>	<b>509,474</b>	<b>-21,225</b>	<b>96%</b>	<b>662,884</b>



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10/14/16

Accrual Basis

**Salina Airport Authority**  
**Profit & Loss Budget Performance**  
 September 2016

	Sep 16	Budget	\$ Over Budget	% of Budget	Jan - Sep 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Uncategorized Expenses	0	0	0	0%	0	0	0	0%	0
<b>Total Expense</b>	<b>144,046</b>	<b>137,711</b>	<b>6,335</b>	<b>105%</b>	<b>1,399,389</b>	<b>1,421,811</b>	<b>-22,422</b>	<b>98%</b>	<b>1,867,108</b>
<b>Net Ordinary Income</b>	<b>1,790</b>	<b>17,870</b>	<b>-16,080</b>	<b>10%</b>	<b>87,604</b>	<b>11,515</b>	<b>76,090</b>	<b>761%</b>	<b>29,002</b>
<b>Other Income/Expense</b>									
<b>Other Income</b>									
Capital contributed	0	283,458	-283,458	0%	35,050	2,551,125	-2,516,075	1%	3,401,500
Gain on sale of assets	0	0	0	0%	0	10,000	-10,000	0%	15,000
<b>Interest income</b>									
Interest income on deposits	62	21	41	297%	381	188	193	203%	250
<b>Total Interest income</b>	<b>62</b>	<b>21</b>	<b>41</b>	<b>297%</b>	<b>403</b>	<b>188</b>	<b>215</b>	<b>215%</b>	<b>250</b>
Mill levy income	165,928	165,928	0	100%	1,494,383	1,493,353	1,030	100%	1,991,138
<b>Total Other Income</b>	<b>165,990</b>	<b>449,407</b>	<b>-283,417</b>	<b>37%</b>	<b>1,529,836</b>	<b>4,054,666</b>	<b>-2,524,830</b>	<b>38%</b>	<b>5,407,888</b>
<b>Other Expense</b>									
<b>Debt interest expense net</b>									
Bond issue cost	7,625	3,750	3,875	203%	8,329	33,750	-25,421	25%	45,000
<b>Interest Expense on Debt</b>	<b>79,883</b>	<b>79,883</b>	<b>0</b>	<b>100%</b>	<b>719,198</b>	<b>718,950</b>	<b>248</b>	<b>100%</b>	<b>958,600</b>
<b>Total Debt interest expense net</b>	<b>87,508</b>	<b>83,633</b>	<b>3,875</b>	<b>105%</b>	<b>727,527</b>	<b>752,700</b>	<b>-25,173</b>	<b>97%</b>	<b>1,003,600</b>
Depreciation expense	220,163	220,163	0	100%	1,981,463	1,981,463	0	100%	2,641,950
<b>Total Other Expense</b>	<b>307,671</b>	<b>303,796</b>	<b>3,875</b>	<b>101%</b>	<b>2,708,990</b>	<b>2,734,163</b>	<b>-25,173</b>	<b>99%</b>	<b>3,645,550</b>
<b>Net Other Income</b>	<b>-141,681</b>	<b>145,612</b>	<b>-287,292</b>	<b>-97%</b>	<b>-1,179,153</b>	<b>1,320,504</b>	<b>-2,499,657</b>	<b>-89%</b>	<b>1,762,338</b>
<b>Net Income</b>	<b>-139,891</b>	<b>163,481</b>	<b>-303,373</b>	<b>-86%</b>	<b>-1,091,549</b>	<b>1,332,018</b>	<b>-2,423,567</b>	<b>-82%</b>	<b>1,791,340</b>

Salina Airport Authority  
**Capital Additions Budget vs. Actual**  
As of September 30, 2016

11:35 AM  
10/14/2016  
Accrual Basis

	Sep 16	Jan- Sep 16	Annual Budget	+/- Annual Budget	% of Annual Budget
<b>ASSETS</b>					
<b>Fixed Assets</b>					
<b>Fixed assets at cost</b>					
<b>Airfield</b>					
AIP-36 Txy E Rehab Const. Ph 1		2,811	3,515,248	-3,512,437	0%
AIP-37 Txy B & E Rehab Design		38,945	50,497	-11,552	77%
<b>Airfield Improvements</b>					
AMP - Economic Impact Study		5,875	5,875	0	100%
Airfield Improvements - Other		17,924	15,000	2,924	119%
<b>Total Airfield Improvements</b>	0	23,799	20,875	2,924	114%
KAIP - 17/35 Slurry Seal		1,904	392,000	-390,096	0%
<b>Total Airfield</b>	0	67,459	3,978,620	-3,911,161	2%
<b>Buildings &amp; Improvements</b>					
<b>Building improvements</b>					
Bldg. 310 Enviro/Interior Demo		2,685	65,000	-62,315	4%
Bldg. 409-2 Imps.		18,682	21,500	-2,818	87%
Bldg. Imps. Other	6,474	11,596	20,000	-8,404	58%
<b>Total Building improvements</b>	6,474	32,963	106,500	-73,537	31%
Pumphouse 305		0	15,000	-15,000	0%
<b>Terminal building improvements</b>					
2015 Terminal Bldg. Remodel	743	276,638	259,553	17,085	107%
2nd Floor Remodel-SAA Admin Ofc		5,381	15,000	-9,619	36%
<b>Total Terminal building improvements</b>	743	282,019	274,553	7,466	103%
<b>Total Buildings &amp; Improvements</b>	7,217	314,982	396,053	-81,071	80%
<b>Equipment</b>					
Communications equipment		0	2,000	-2,000	0%
Computer equipment		899	7,500	-6,601	12%
Other Equipment		8,297	15,000	-6,703	55%
Shop equipment		0	10,000	-10,000	0%
Vehicles		0	10,000	-10,000	0%
<b>Total Equipment</b>	0	9,196	44,500	-35,304	21%
<b>Land</b>					
Airport Indust. Cent. Imps.	7,944	7,944	15,000	-7,056	53%
<b>Environmental</b>					
Environmental - SAFB	528	6,892	15,000	-8,108	46%
<b>Total Environmental</b>	528	6,892	15,000	-8,108	46%
Nestle Site Imps.	19,151		18,500	-18,500	0%
Rail Spur Imps.			15,000	-15,000	0%
West Beechcraft Road Imps.			2,500	-2,500	0%
<b>Total Land</b>	27,623		66,000	-66,000	0%
<b>Total Fixed assets at cost</b>	34,840	391,637	4,485,173	-4,093,536	9%

**Salina Airport Authority**  
**Significant Capital Expenditures Detail**  
**September 2016**

Type	Date	Name	Memo	Amount	Balance
<b>Fixed assets at cost</b>					
<b>Buildings &amp; Improvements</b>					
<b>Building improvements</b>					
<b>Bldg. Imps. Other</b>					
Bill	09/01/2016	Waddle's Heating & Cooli...	H600 - Replaced heat pump, installed Carrier 13 SEER unit and connected refrigerant lines and el...	3,174.00	3,174.00
Bill	09/01/2016	Waddle's Heating & Cooli...	H409 - Replaced AC unit and coil in building, Istalled Carrier 13 SEER AC unit and coil, connect...	3,300.00	6,474.00
Total Bldg. Imps. Other				6,474.00	6,474.00
Total Building improvements				6,474.00	6,474.00
<b>Terminal building improvements</b>					
<b>2015 Terminal Bldg. Remodel</b>					
Bill	09/26/2016	Sam's Club	B120 - TV and TV Mounting Kit	467.98	467.98
Bill	09/27/2016	Sam's Club	B120 - TV for lobby area	275.20	743.18
Total 2015 Terminal Bldg. Remodel				743.18	743.18
Total Terminal building improvements				743.18	743.18
Total Buildings & Improvements				7,217.18	7,217.18
<b>Land</b>					
<b>Airport Indust. Cent. Imps.</b>					
Bill	09/13/2016	APAC-Kansas, Inc., Shear...	B498 - Remove and replace asphalt parking lot area as perposed	7,943.69	7,943.69
Total Airport Indust. Cent. Imps.				7,943.69	7,943.69
<b>Environmental</b>					
<b>Environmental - SAFB</b>					
Bill	09/14/2016	Stinson Leonard Street, L...	Professional services - August 2016	479.75	479.75
Bill	09/30/2016	Clark, Mize & Linville	Env. legal fees - August 2016	48.00	527.75
Total Environmental - SAFB				527.75	527.75
Total Environmental				527.75	527.75
<b>Nestle Site Imps.</b>					
Bill	09/08/2016	Helm Electric	Nestle Yard - Installed 300A 240 V 3 Phase Service and Westar Fees	14,531.00	14,531.00
Bill	09/08/2016	Helm Electric	Nistle Yard - Installed 300 amp feeder	4,620.00	19,151.00
Total Nestle Site Imps.				19,151.00	19,151.00
Total Land				27,622.44	27,622.44
Total Fixed assets at cost				34,839.62	34,839.62
<b>TOTAL</b>				<b>34,839.62</b>	<b>34,839.62</b>



## Rules and Regulations

(~~November 13, 2008~~ December \_\_\_\_\_, 2016)

Salina Airport Authority  
M.J. Kennedy Air Terminal  
3237 Arnold Avenue  
Salina, Kansas 67401  
(785) 827-3914 phone (785) 827-2221 fax

ORDINANCE NUMBER 08-10471

AN ORDINANCE APPROVING THE 2008 SALINA MUNICIPAL AIRPORT RULES AND REGULATIONS.

WHEREAS, pursuant to Salina Code Sec. 4-19, Rules and Regulations, the airport authority is authorized to adopt and amend rules and regulations as necessary for the orderly operation of the Salina Municipal Airport and which rules and regulations, after approval of the board of commissioners, shall be filed in the offices of the city clerk, airport manager, and airport authority; and

WHEREAS, on November 13, 2008, the Salina Airport Authority Board of Directors approved and adopted the 2008 Salina Municipal Airport Rules and Regulations which are necessary for the orderly operation of the Salina Municipal Airport.

BE IT ORDAINED by the Governing Body of the City of Salina, Kansas:

**Section 1.** The 2008 Salina Municipal Airport Rules and Regulations adopted by the Salina Airport Authority Board of Directors on November 13, 2008 are hereby approved by the governing body of the City of Salina.

**Section 2.** Pursuant to Salina Code Sec. 4-19, Rules and Regulations, the 2008 Salina Municipal Airport Rules and Regulations shall be filed in the offices of the city clerk, airport manager, and the Salina Airport Authority.


**Section 3.** Pursuant to Salina Code Sec. 4-19, Rules and Regulations, any person violating any of the 2008 Salina Municipal Airport Rules and Regulations shall be guilty of a misdemeanor.

**Section 4.** This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper.

Introduced: November 17, 2008  
Passed: November 24, 2008

(SEAL)  
ATTEST:

  
John K. Vanier, II, Mayor

  
Lieu Ann Elsey, CMC, City Clerk

I hereby certify that the foregoing is a true and correct copy of the original Ordinance passed by the Governing Body on the 24th day of November, 2008.



  
Lieu Ann Elsey, CMC, City Clerk

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## 1. COMMON DEFINITIONS.

The following definitions are applicable to these Rules and Regulations, the Minimum Standards and policies adopted for or by the Salina Airport Authority, hereinafter referred to as "Authority", for the operation of the Salina Regional Airport "Airport". These definitions shall apply to these terms whenever used in these documents, unless expressly defined differently therein, whether or not the terms are capitalized.

**1.1 Aeronautical Activity or Activities.** Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities" within this definition: aircraft charter, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

**1.2 Aircraft.** Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

**1.3 Air Operations Area (AOA).** A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

**1.4 Aircraft Maintenance.** Means the repair, adjustment, or inspection of aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

**1.5 Airframe and Powerplant Mechanic (A&P Mechanic).** A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

**1.6 Airport.** The Salina Regional Airport, owned and operated by the Salina Airport Authority, including all portions thereof.

**1.7 Airport Manager. Refer to 1.25 "Executive Director."**

**1.8 Airport Layout Plan (ALP).** The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

**1.9 Air Terminal.** The M.J. Kennedy Air Terminal.

**1.10 ATC.** Air traffic control.

**1.11 ATCT.** Air Traffic Control Tower.

**1.12 ARFF.** Aircraft Rescue and Fire Fighting.

**1.13 Apron.** Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.

**1.14 Authority.** The Salina Airport Authority created by the City of Salina pursuant to K.S.A. 27-315 and ordinance No. 6854 to own, develop and operate the Salina Regional Airport.

**1.15 Based Aircraft.** Any aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.

**1.16 Board.** The Airport Authority Board of Directors appointed by the Salina City Commission pursuant to Salina Code section 4-17.

**1.17 Building.** The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

**1.18 City.** The City of Salina, Kansas.

**1.19 CFR.** Code of Federal Regulations.

**1.20 Commercial.** That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

**1.21 Courtesy Vehicle.** Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

**4.241.22 COW. Certificate of Waiver for sUAS operations that deviate from certain provisions and limitations of 14 CFR part 107.**

**4.221.23 DHS. Department of Homeland Security of the United States government.**

**4.231.24 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.**

**4.241.25 Environmental Laws.** Any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

**4.251.26 Executive Director.** That person or his/her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term "Executive Director" is interchangeable with the term "Airport Manager", and shall have the same meaning and authority for purposes of federal, state, and local law.

**4.261.27 Extremely Hazardous Substances.** Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.

**4.271.28 FAA.** Federal Aviation Administration of the United States government.

**4.281.29 FAR Part 135 Aircraft Charter.** An operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.

**4.291.30 Fixed Base Operator (FBO).** Means an operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required by Minimum Standards, or may be authorized under a lease or license.

**4.301.31 Fire Code.** The version of the Fire Code adopted by the City of Salina from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, 2003 Edition.

**4.311.32 Flying Club.** A non-profit operator organized for the primary purpose of providing its members with one or more aircraft for the members' personal use and enjoyment only.

**4.321.33 Fuel Handling.** The transporting, delivering, fueling, or draining of fuel or fuel waste products.

**4.331.34 Hazardous Materials.** Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the

Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

**1.341.35 Improvements.** All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

**1.351.36 Landing.** All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.

**1.361.37 Large Aircraft.** An aircraft in excess of 12,500 pounds Maximum Certificated Takeoff Weight (MTOW).

**1.371.38 Lease.** A contractual agreement between the Authority and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

**1.381.39 License.** A contractual agreement between the Authority and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

**1.391.40 Master Plan.** An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the Master Plan.

**1.401.41 Movement Area.** Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

**1.411.42 National Fire Protection Association (NFPA).** All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

**1.421.43 Non-Commercial.** Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

**1.431.44 Non-Movement Area.** Taxilanes, aprons and other areas not defined as movement areas as shown on the ALP.

**1.441.45 Operator.** Means any person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

**1.451.46 Person.** Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, political body or other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

**1.461.47 Police.** Means the Salina Police Department and the Saline County Sheriff's Office and other State and Federal agencies that have law enforcement jurisdiction over the Airport.

**1.471.48 Principals.** For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

**1.481.49 Ramp.** A paved area suitable for aircraft parking.

**1.491.50 Repair Facility.** A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

**1.501.51 Refueling Vehicle.** Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

**1.511.52 Regulatory Measures.** Federal, state, county, local, airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

**1.521.53 Release.** Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

**1.531.54 Restricted Area.** Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.

**1.541.55 Retail Self Service Fueling Operator or RSFO.** An operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of self service AVGAS per the requirements of the Minimum Standards.

**1.551.56 Run-up.** Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.

**1.561.57 Salina FD.** The City of Salina Fire Department.

**1.571.58 Scheduled Air Carrier.** Any operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an airport use agreement, and are not subject to the requirements of the Minimum Standards.

**1.581.59 Security Identification Display Area (SIDA).** An area of the Airport identified in the Airport Security Program (ASP) as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.

**1.591.60 Specialized Aviation Service Operator (SASO).** Means an operator that provides any one of the services listed in Article Five of the Minimum Standards. The following are not included within this definition.

**1.59.11.60.1** Employees of aircraft owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

**1.59.21.60.2** Services authorized by a commercial aeronautical activity within its hangar facilities for aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the Authority.

**1.601.61 Sterile Area.** That portion of the Airport that provides passengers access to boarding aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

**1.611.62 Sublease.** A lease granted by an Airport lessee to another entity of all or part of the property leased from the Authority, where on a sole or joint lease basis.

**1.621.63 Taxilane.** The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

**1.631.64 Taxiway.** A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

**1.641.65 Terminal Area.** The passenger terminal proper, aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas

and facilities the primary function of which is to serve the terminal and the operations of scheduled air carriers.

**1.651.66 Tie-Down.** The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

**1.661.67 Through the Fence or Off-Airport Access.** Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the Authority.

**1.671.68 Toxic Chemicals.** Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

**1.681.69 Transient Aircraft.** Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

**1.70 TSA.** Transportation Security Administration.

**1.71 UAS.** An unmanned aircraft system (also referred to as a drone) that is operated without a human pilot onboard. Instead, the UAS is controlled by an operator on the ground.

**1.691.72 sUAS.** Small unmanned aircraft systems weighing less than 55 pounds.

**1.701.73 Vehicle Service Road or Perimeter Roadway.** A designated roadway for vehicles in a non-movement area as shown on the ALP.

## **2. INTRODUCTION.**

**2.1 Purpose.** These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of K.S.A. 27-315 et. al. and Salina Code Section 4-19. They are designed to protect the public health, safety, interest, and general welfare at the Salina Regional Airport (the "Airport") and to restrict or prevent any activity, which would interfere with the safe, orderly and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any lease, license or permit with the Authority, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

**2.2 Applicability, Compliance and Conditional Use of the Airport.** Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including aircraft operators; vehicle operators; aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon



assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

### **2.3 Enforcement.**

**2.3.1** The executive director may remove or evict from the Airport any person who violates any rule prescribed herein, or any applicable statute, rule or regulation of the federal government or the State of Kansas, or ordinance of the City of Salina, and may deny use of the Airport and its facilities to any such person if it is determined by the executive director that such denial is in the public interest.

**2.3.2** Pursuant to Salina Code Section 4-19, it shall be unlawful for any person to violate these Rules. Any person violating any of the rules and regulations shall be guilty of a misdemeanor and subject to prosecution and fine for violation of City ordinances, which contain provisions for enforcing these rules and regulations.

**2.4 Variance or Waiver.** The executive director may vary from the provisions of these Rules at any time when circumstances may require in the interests of public safety. Any variance shall be in writing and shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision, which is the subject of the variance and only for so long as the circumstances warranting the variance exist.

### **2.5 Administrative Review and Court Proceedings.**

**2.5.1.** Any person who is adversely affected by any determination made by the Authority, or on behalf of the Authority by the executive director, to deny, suspend, terminate or revoke any license or permit to operate or conduct any commercial activity on the Airport, may petition the Board in writing for a hearing concerning such determination no later than thirty (30) days after having received written notification of the determination. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

**2.5.2.** The Board may hold a hearing on the petition themselves or, in their sole discretion, may designate a hearing officer with Authority to hold such hearing or hearings.

**2.5.3** Any such petition shall be in writing, filed with the Board, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of determination shall be stayed pending a final determination under paragraph 2.5.5 below.

**2.5.4** Additional facts may be submitted under oath or affirmation at a hearing scheduled by the Board or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the Board. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court.

**2.5.5** After hearing, or consideration of such additional submittals as they may permit or require, the Board or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the Board and subject to judicial review pursuant to the Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 et seq. (KJRA).

### **3. GENERAL RULES AND REGULATIONS.**

**3.1 Abandoned, Derelict or Lost Property.** Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to the executive director. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

**3.2 Accidents or Incidents.** In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be promptly reported to the executive director, in addition to other appropriate notifications.

**3.3 Airport Liability.** The Airport Authority and the City of Salina, Kansas, and their agents or employees shall not be liable for loss, damage or injury to persons or property arising out of any accident, incident or mishap of any nature whatsoever and/or from any cause whatsoever and/or from any cause whatsoever to any individual, aircraft, or property occurring on the Airport, or in the use of any of the Airport Authority facilities.

**3.4 Airport Operations.** The executive director, or his designee, may delay, restrict, or prohibit, in whole or in part, any operations at the Airport for any justifiable reason.

**3.5 Animals.** Domestic pets and animals, except animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No person, except those authorized in writing by the executive director shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

**3.6 Buildings and Remodeling.** It shall be unlawful for any person, other than the Authority, to construct, reconstruct or remodel any building or other improvement on the Airport without first obtaining written permission from the Authority and applicable permits from the City of Salina. Any changes, alterations, or repairs made without proper approval, and any damage resulting therefrom shall be paid for by the person responsible and in accordance with the direction of the Authority.

**3.7 Commercial Activities.** Commercial activity of any kind on the Airport requires the express written permission of the Authority through a specifically authorized lease, sublease, license, permit or written temporary permission, and upon such terms and conditions as they may prescribe, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

**3.8 Compliance with Regulatory Measures.** All persons occupying or using, engaging in an aeronautical activity on, or developing Airport land or improvements shall comply, at the person's or entity's sole expense, with all applicable regulatory measures including, without limitation, the Salina Regional Airport Commercial Minimum Standards, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

**3.9 Damage to Airport Property.** Any and all Airport property, real or personal, and/or facilities destroyed, broken, or damaged by accident or otherwise shall be paid for by the person responsible for the damage. Aircraft equipped with tail or landing skids or other devices, which will damage pavement or sod areas shall not be operated on the Airport.

**3.10 Fire/Open Flames.** Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved aircraft maintenance. Burn permits may be issued in the discretion of the Salina Fire Department and only in compliance with applicable building and/or fire codes. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities.

**3.11 Firearms.** No persons, except law enforcement officers on official duty, authorized federal agents on official duty, airport employees authorized by the executive director for wildlife hazard reduction purposes, members of the Armed Forces of the United States on official duty, and authorized foreign armed forces on official duty, shall carry any firearms or any explosives on Airport property. Unloaded and properly secured firearms may be stored as cargo for travel on Airport property.

**3.12 General Conduct.** No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other

public accommodation is prohibited. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surface of the Airport is prohibited.

**3.13 Hazardous Materials.** No person shall cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any environmental law, provided that, in no circumstances shall any person or entity cause or permit any extremely hazardous substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence. Approved hazardous material must be stored in suitable containers that are properly secured. Material Safety Data Sheets (MSDS) for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Salina Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous material shall be released in storm water conveyances, drains, catch basins, ditches, the AOA or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the executive director. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during aircraft preflight inspection.

**3.14 Hazardous Material Spills.** Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other hazardous material anywhere on the Airport shall immediately call 911. Persons involved in hazardous material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the Salina Fire Department personnel. At the discretion of the Salina Fire Department, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the Salina Fire Department with required documentation of proper disposal. Any costs incurred by the Authority or Salina Fire Department in such instances shall be reimbursable to the Authority and/or the Salina Fire Department by the person responsible for the spill.

**3.15 Licenses, Permits, Certifications and Ratings.** Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the executive director or any other duly authorized agency prior to engaging in any activity at the Airport. Upon

request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

**3.16 Painting.** Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the executive director and in compliance with air quality regulations, the Fire Code, and the Authority's Storm Water Pollution Prevention Plan (SWPPP), and 14 CFR Part 43.

**3.17 Preservation of Property.** No person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to the executive director and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any aircraft, aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

**3.18 Signage/Advertisements.** Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the executive director. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport may designate. No signage may be installed on the Airport without the prior written approval of the executive director.

**3.19 Solicitation, Picketing, and/or Demonstrations.** Airport users shall comply with any Airport policy regarding solicitation, demonstration, or the distribution of literature on the Airport.

**3.20 Sound Amplifying Devices.** Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Executive Director is given prior to their installation and use.

**3.21 Special Events.** Special events on the Airport require written coordination, regulation and authorization of the executive director prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement or permit with the executive director.

**3.22 Through-the-Fence Activities.** All "Through-the-Fence" activities may be conducted only in accordance with written agreement with the ~~Airport Authority~~[City](#). No such "Through the Fence" activity shall be authorized except in strict accordance with the Authority's Minimum Standards.

**3.23 Trash and Other Waste Containers.** No person shall dispose of garbage, paper, refuse or other materials on the Airport except in receptacles provided for that purpose. The executive director shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, operators and other

users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

**3.24 Use of Roadways and Walkways.** No person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic, or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use. No person shall operate any type of vehicle on the roads or walks except as designated by the executive director.

**3.25 Wildlife Hazard Reduction.** The executive director, and his designee, are authorized to use FAA approved wildlife hazard reduction techniques including, but not limited to, discharge of firearms on Airport property. Use of lethal reduction techniques will comply with FAA guidelines, Kansas Department of Wildlife and Parks and Federal permit and tag requirements, and will be accomplished by personnel who are trained in the use of firearms and who have an excellent knowledge of wildlife identification. The proper gun and ammunition will be used for the situation. The location in which wildlife reduction techniques will be used should be examined for safety purposes. Firearms should be discharged in a safe manner away from people and property to avoid injury.

#### **4. SECURITY AND SAFETY.**

Scheduled air carrier and public charter air carrier aircraft operators using the Airport are subject to the Airport Security Program, as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport security rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges revoked, and/or may be fined or otherwise penalized in accordance with applicable regulatory measures. Operators who are required to provide controlled access to their facilities and/or aircraft for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees and passengers access to their respective facilities and/or aircraft.

**4.1 Restricted or Secure Areas.** Restricted or secure areas on the Airport are those areas that are identified in the ASP as areas where no person is allowed access unless issued Airport identification that is recognized in the ASP.

**4.1.1** No person shall enter any restricted or secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

**4.1.1.1** Having prior authorization of the Authority or under appropriate supervision or escort; or

**4.1.1.2** Employed by or representing the FAA, TSA, DHS, or recognized in the ASP as being authorized to access to certain secured areas of the Airport.

**4.1.2** No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a secure area.

**4.1.3** Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to the executive director. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of aircraft operations shall be reported immediately to the Salina Police Department and the executive director.

**4.1.4** Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

**4.1.5** All persons shall wear and visibly display their approved Airport identification recognized in the ASP on their outermost garment, waist or higher, while inside a secure area.

**4.1.6** Airport identification holders must notify the executive director of any entry or attempted entry to a secure area by any unauthorized person, or by any unauthorized means.

**4.1.7** Any person with proper Airport identification as required by the ASP may bring a person without proper Airport identification into a secure area if the person has a valid reason for being inside the secure area and if the person is provided continuous escort by a person with proper Airport identification. A continuous escort requires that the escorted person remains in close proximity to the Airport identification holder at all times while inside the secure area. The Airport identification holder shall bear full responsibility for the actions of the person being escorted.

**4.2 Sterile Area.** Any persons desiring to enter a sterile area are subject to security screening.

**4.3 Security Access.**

**4.3.1** Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

**4.3.2** Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or

persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the executive director and the Salina Police Department.

**4.3.3** Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

**4.3.4** Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, release, or otherwise distribute the same to any other person.

**4.3.5** Persons with authorized access to the AOA may escort an unauthorized vehicle directly to and from the immediate area around the aircraft hangar for the purpose of loading and unloading. The person with authorized access is responsible for insuring compliance with the Rules and Regulations.

## **5. AIRCRAFT RULES AND REGULATIONS.**

### **5.1 Accidents or Incidents.**

**5.1.1** Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The aircraft operator is responsible for all damages to property, including, but not limited to, damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light or fixture.

**5.1.2** An aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the executive director. Once authorization to remove the Aircraft has been issued, the aircraft operator shall be responsible for the safe and prompt removal of disabled aircraft and parts within a movement area to a non-movement area.

**5.1.3** Subject to the requirements of 5.1.2 above, disabled aircraft shall be removed within 30 minutes from any runway or taxiway.

**5.1.4** If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport may have any disabled aircraft removed, at the aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

**5.2 Aircraft Assembly.** Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the executive director.



**5.3 Aircraft Cleaning.** Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the Airport's Storm Water Pollution Prevention Plan (SWPPP), a copy of which is on file with the executive director and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWPPP.

**5.3.1** All aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

**5.3.2** Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, aircraft, vehicle, fuel storage facility or fueling operation.

**5.4 Aircraft Maintenance and Repair.** Aircraft maintenance and repair is permitted only in areas designated by the executive director.

**5.4.1** With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.

**5.4.2** Preventive maintenance may be performed on aircraft located on tie downs and in individual hangars, only by the owners of such aircraft.

**5.4.3** Minor maintenance of air carrier aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the aircraft must be moved to an area designated by the executive director.

**5.4.4** Aircraft painting shall be performed only in hangars approved for that activity by the executive director.

**5.5 Aircraft Operations.**

**5.5.1** Operating an aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

**5.5.2** Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the executive director.

**5.5.3** Operating an aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

**5.5.4** Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the executive director.

**5.5.5** The starting, positioning, or taxiing of any aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or

engine thrust or rotor wash that may endanger or result in injury to persons or damage to property.

**5.5.6** Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50 KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another aircraft, an aircraft refueling operation, an aircraft refueling vehicle, or a fuel storage facility. No person shall operate radar equipment installed in an aircraft when such aircraft is in a hangar or parked in such a position and location so as to endanger personnel.

**5.5.7** Aircraft engines shall not be started within, and aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

**5.5.8** Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons.

**5.5.9** Aircraft operators shall not taxi an aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other aircraft so as not to endanger persons or property. Taxiing aircraft shall yield the right-of-way to any emergency vehicle.

**5.5.10** The runway aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the executive director. Aircraft operators shall not land, take off, taxi, or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.

## **5.6 Aircraft Parking and Storage.**

**5.6.1** No FBO or SASO authorized to provide aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of aircraft storage.

**5.6.2** Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane or fire hydrant, or obstruct access to hangars, parked aircraft, or parked vehicles.

**5.6.3** Aircraft operators shall ensure parked and stored aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring at all times.

**5.6.4** All air carrier aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General aviation aircraft are not permitted to enter in the SIDA, or the air terminal parking apron, except by special permission granted by the executive director.

**5.6.5** Upon request of the executive director, the operator of any aircraft parked or stored at the Airport shall move the aircraft to the location and/or position on the Airport identified by the executive director. In the event the aircraft operator refuses, is unable or unavailable, the executive director may move the aircraft to the area at the risk and expense of the aircraft operator without liability for damage that may arise from or out of such movement.

## **5.7 Tie-Down Rules and Regulations.**

**5.7.1** The Authority reserves the right to modify the conditions of aircraft tie-down procedures at any time.

**5.7.2** The Airport Authority may charge for airplane tie-down according to the Airport's rates and charges schedule.

**5.7.3** The Authority or the City will not be responsible for property loss, or damage, due to any condition, or injuries sustained by reason of customers use of tie-downs and Airport facilities.

**5.7.4** The FBO or owner operator will provide tie-down ropes, chains, cables, rings, blocks, and space; however, it shall be the responsibility of the customer to insure that the aircraft is properly secured and all unattended aircraft shall be properly secured and tied down to prevent damage to property.

**5.8 Airworthiness.** No aircraft shall remain on the Airport in excess of 90 days unless such aircraft is registered by FAA, certificated and in airworthy condition.

**5.9 Engine Run-Ups.** Aircraft shall not commence run-ups so that the engine blast is directed at persons, other aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other aircraft, and businesses.

**5.10 Preferred Calm Wind Runway.** Operators of aircraft based at the Airport shall become familiar with and, consistent with safe operating procedures for the aircraft, shall adhere to the Noise Abatement Plan developed for the Airport, copies of which are available at the Authority administrative offices. The preferred calm wind (5 knots or less) runway is Runway 35.

**5.11 Landing and Take-Off Operations For Fixed Wing Aircraft.** Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways. Landing aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

**5.12 Passengers and Cargo.** Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

### **5.13 Helicopter Operations.**

**5.13.1** All helicopters at the Airport shall take-off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

**5.13.2** Helicopters shall not be operated within two hundred (200) feet of any area where light aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

**5.13.3** Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

**5.13.4** Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the executive director.

### **5.14 Specialized Aeronautical Activities.**

**5.14.1** Ultralight aircraft operations are prohibited at the Airport without prior written approval from the executive director in accordance with paragraph 2.4 if the person proposing such activity demonstrates to the executive director that ultralight aircraft operations may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

**5.14.2** Hot air balloon operations, parachute drops, banner or glider towing, use of motorless aircraft, and the aeronautical transport of radioactive or hazardous materials are prohibited on the Airport without the prior written approval from the executive director. Approval may be granted by the executive director if the person proposing such activity demonstrates to the executive director that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

[5.14.3 Private, non-commercial UAS operations are prohibited at the Airport. Commercial UAS operations are permitted at the Airport with the prior written approval from the executive director in accordance with paragraph 3.7 and 3.8 2.4 if the person proposing such activity demonstrates to the executive director that UAS operations may be conducted on the Airport in a safe manner without interference with other aeronautical activities.](#)

## **6. MOTOR VEHICLE RULES AND REGULATIONS.**

### **6.1 Air Operations Area (AOA).**

**6.1.1** As determined by the executive director all vehicles operating on the AOA must carry and Authority issued gate card and/or AOA vehicle permit;

shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an aircraft as to create a hazard or interfere with the safe operation of aircraft.

**6.1.2** Prior to operating vehicles on the AOA, all vehicle operators shall complete the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

**6.1.3** The executive director may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

**6.1.4** The recreational use of all terrain vehicles, three-wheelers, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skate boarding, Heelys, or other wheeled shoes, and the recreational use of bicycles is not permitted.

**6.1.5** Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of fifteen (15) miles per hour.

**6.1.6** Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

## **6.2 Movement Area.**

**6.2.1** No vehicles except Airport vehicles, FAA vehicles, or emergency vehicles are permitted within the movement area without the prior written approval of the executive director.

**6.2.2** Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 118.00 to 136.9 MHz). A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with SLNATCT. In the event a vehicle in the movement area experiences radio failure, it must use, light gun communications procedures with SLN ATCT.

**6.2.3** FBO's granted a non-exclusive use license and permitted by written lease agreement to park and service aircraft within a general aviation Apron area, as that area is defined by the written lease agreement, are prohibited from traveling outside the general aviation apron area with follow-me vehicles. Operation of follow-me vehicles beyond a general aviation apron area, as defined by the lease agreement, will result in a suspension of the non-exclusive license for a minimum of seven (7) days.

**6.3 Operator Licensing and Permit.** Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on

the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

#### **6.4 Parking and Standing.**

**6.4.1** Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

**6.4.1.1** In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked aircraft, or parked vehicles;

**6.4.1.2** In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

**6.4.1.3** Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);

**6.4.1.4** On the side of a roadway;

**6.4.1.5** On the roadway side of any stopped or parked vehicle (double parking);

**6.4.1.6** Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

**6.4.1.7** Within eight (8) feet of either side of a security fence;

**6.4.1.8** Other than in accordance with restrictions posted on authorized signs;

**6.4.1.9** Tank trucks containing aviation fuel shall not be parked less than 50-feet from all buildings. Trucks containing aviation fuel are not permitted in any hangar at any time.

**6.4.2** Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

**6.4.3** Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers and other vehicles may not be parked or stored on Airport property for longer than 72 hours, unless (a) parked in the passenger terminal parking lot, with payment, if applicable, had been made in advance, or (b) written permission of the executive director has been first obtained. Trailers and semi-trailers shall be disengaged from towing vehicle.

#### **6.5 Vehicle Licensing and Equipment.**

**6.5.1** Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing and registration requirements.

**6.5.2** Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

**6.5.3** Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit issued by the executive director. Applications for permits shall provide the name of the owner of the vehicle, a description of the vehicle, and evidence of insurance in the amounts established by the executive director. The permit shall be displayed on the back of the rear view mirror.

**6.6 Vehicle Maintenance.** Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the executive director, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the executive director.

**6.7 Vehicle Operations.** The following shall apply to all vehicle operations on the Airport:

**6.7.1** No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

**6.7.2** No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

**6.7.3** Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

**6.7.4** Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

**6.7.5** Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

**6.7.6** Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

**6.7.7** Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

**6.7.8** Except in case of emergency or operational necessity, no vehicle shall leave paved areas except in areas designated for parking by the executive director.

**6.7.9** Unit hangar tenants will enter the aircraft parking ramp through the most direct access gate and depart by the same route.

**6.7.10** No portion of the Airport west of the security fence that separates the Airport proper from other areas of the Salina Airport Industrial Center is open to the public.

**6.7.11** The following vehicles only are authorized to drive onto the Airport terminal building ramp, or other area used for parking of aircraft, to pick up or discharge personnel arriving or departing by aircraft:

**6.7.11.1** Airport vehicles;

**6.7.11.2** Airline vehicles;

**6.7.11.3** FAA or other Federal agency vehicles;

**6.7.11.4** FBO vehicles;

**6.7.11.5** Military staff cars dispatched to meet military aircraft;

**6.7.11.6** Emergency response vehicles in official service;

**6.7.11.7** Law enforcement vehicles in official service;

**6.7.11.8** Vehicles with prior written approval by the executive director;

**6.7.12** Authorized vehicles on the south and north aircraft ramps will be driven along the marked and designated driving lanes.

**6.8 Agricultural Vehicles.** Agricultural lessees will be assigned access routes to their leased areas by the executive director. Agricultural lessees will observe the following additional restrictions and procedures:

**6.8.1** No farm vehicle, truck or other equipment will be operated in the abandoned edges of runways or be used when the runway or taxiway is not in use unless prior approval has been obtained from ATC.

**6.8.2** Farm equipment operators shall be alert to aircraft movements on runways and taxiways adjacent to their area of activity and shall be familiar with the light signals used by the ATCT for vehicular control and shall be equipped with functioning VHF Radio.



**6.8.3** No land will be farmed, nor will farming operations be conducted, within the runway or taxiway areas as defined by FAA regulations and advisory circulars.

**6.8.4** Farm equipment operators will not move cement markers for buried communications and electrical cable, or survey markers. If accidentally disturbed, these markers will be replaced at their original location as accurately as possible.

**6.8.5** No vehicles with lugs will be operated on Airport pavement.

**7. TENANT RULES AND REGULATIONS.** The following shall apply to all persons occupying property on the Airport, under a lease, sublease or otherwise:

**7.1 Compressed Gases.**

**7.1.1** Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

**7.1.2** Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

**7.1.3** Cylinders or tanks not in use shall have an approved transportation safety cap installed.

**7.2 Fire Prevention.**

**7.2.1** Tenants shall be responsible for ensuring that good fire prevention practices/procedures are followed at all times.

**7.2.2** Tenant shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.

**7.2.3** Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

**7.2.4** When either the executive director, or his designee, or the Fire Inspector of the Salina Fire Department has notified in writing any lessee, tenant, or other person on the Airport, to correct or eliminate any fire hazard for which such lessee, tenant, or other person is responsible, the person notified shall correct or eliminate such hazard in the manner and within the time prescribed in the written notification or request.

**7.3 Lubricating Oils.** Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment.

Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Salina Fire Department.

**7.4 Storage of Materials and Equipment.** Tenants shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. Storage of materials or equipment is prohibited outside of hangars or other buildings, without approval of the executive director.

**7.5 Telecommunications.** No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Authority, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the executive director has provided notice in writing.

**7.6 FAA Airport Activity Survey.** Tenants shall annually complete and submit a USDOT – Federal Aviation Administration Airport Activity Survey (FAA Form 1800-31) that documents air taxi/commercial passenger enplanements for each calendar year. Tenants shall provide a courtesy copy of the completed and submitted FAA Form 1800-31 to the Executive Director.

**7.7 Annual Service Report.** Tenants shall annually report on certificated air carrier aircraft that it services. The report shall detail the aircraft manufacturer, make and model and aircraft owner. This information will be used by the Authority to determine the Authority's eligibility for federal airport improvement program grants and will only be shared with the FAA.

**7.8 Based Aircraft Report.** Tenants shall annually report on all aircraft based at the Airport. The report shall detail the aircraft manufacturer, make, model, registration number, insurance information, and aircraft owner.

## **8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.**

**8.1 Permit.** Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit with the executive director authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

### **8.2 Best Practices.**

**8.2.1** Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, "Aircraft Fuel Storage, Handling and Dispensing on Airports," the "Fuel Handling Safety Guidance" issued the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

**8.2.2** Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas.

Each operator shall comply with all provisions of the Airport Stormwater Pollution Prevention Plan (SWPPP). Operators who wish to provide their own SWPPP shall submit such plans to the Authority for review to verify that such plans are in conformance with the existing plans for the Airport.

**8.2.3** Operators must provide their own Spill Prevention Contingency and Control Plan (SPCC), and file a copy with the executive director.

**8.2.4** Operators shall comply with all provisions of the Airport Certification Manual (ACM).

### **8.3 Equipment.**

**8.3.1** Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

**8.3.2** Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum;

**8.3.2.1** Each refueling vehicle shall have a "first responder" spill kit; and

**8.3.2.2** Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and USDOT approved containers. All spill control items shall be rated for hydrocarbon use.

**8.3.3** Operators may not install self-service fueling islands or similar facilities without the prior written approval of the executive director.

### **8.4 Fuel Flowage Fees.**

**8.4.1** A fuel flowage fee is payable to the Authority, as set forth in the Airport rates and charges schedule as amended from time to time, for all aviation fuel (including mogas) delivered to operators at the Airport, and to all Through-The-Fence permittees (collectively, for purposes of this paragraph 8.4 alone, "Operators.").

**8.4.2** Each operator shall pay the fuel flowage fee for all fuel per terms of its written agreement with the Authority.

**8.4.3** Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Authority. The Authority's authorized representative shall have the right, to examine, cause

to be examined, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an operator.

## **8.5 Fuel Storage Facilities.**

**8.5.1** Plans for fuel storage and installation shall be submitted to the executive director for written approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

**8.5.2** The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.

**8.5.3** Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the executive director.

**8.5.4** All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.

## **8.6 Fueling Operations.**

**8.6.1** All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.

**8.6.2** Persons engaged in the fueling, defueling, and oil servicing of aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

**8.6.2.1** In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.13 of these Rules shall be followed.

**8.6.3** A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

**8.6.3.1** The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

**8.6.3.2** The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

**8.6.3.3** The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

**8.6.4** No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

**8.6.5** Aircraft shall not be refueled or defueled with one or more of its engines operating or while the aircraft is located inside any structure.

**8.6.6** Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when aircraft are fueled from containers greater than five (5) gallons.

**8.6.7** Refueling vehicles shall be positioned so that the vehicle has clear egress at all times.

**8.6.8** Not more than one refueling vehicle shall be positioned to refuel each wing of an aircraft and not more than two refueling vehicles shall be positioned to service the same aircraft.

**8.6.9** Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

**8.6.10** When aircraft are being fueled or defueled, the refueling vehicle shall be bonded to the aircraft to equalize the electrical potential between the refueling vehicle and the aircraft.

**8.6.11** All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

**8.6.12** Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.

**8.6.13** Only essential personnel engaged in fueling or defueling shall be permitted within 50-feet of fuel tanks or aircraft during such operations.

**8.6.14** If an incapacitated medical patient is on board the aircraft during fueling operations, the Airport ARFF or Salina Fire Department personnel and equipment must be available at the scene.

**8.6.15** For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.

**8.6.16** Refueling vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the executive director during the transportation and delivery of fuel.

**8.6.17** Refueling vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the executive director.

**8.6.18** Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the executive director.

**8.6.19** 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into approved storage tanks.

## **8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures.**

**8.7.1** Aircraft fuel handling shall be conducted outdoors and with the refueling vehicle and aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Salina Fire Department.

**8.7.2** Unless a secondary containment is being used, aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.

**8.7.3** No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

**8.7.4** During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such aircraft or vehicle.

**8.7.5** Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any aircraft, refueling vehicle, fuel storage facility, or any aircraft being fueled or defueled.

**8.8 Off-Premises Fueling.** Fueling activities shall be limited to an operator's leased premises unless the operator's lease agreement or fueling permit expressly permits off-premises fueling, and operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

**8.9 Storage of Refueling Vehicles/Use of Fuel Containers.** Refueling vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or aircraft and a minimum of twenty (20) feet

from a storm water inlet. Unless otherwise authorized by the Salina Fire Department, no more than five (5) gallons of fuel may be stored in UL approved fuel containers and all fuel containers shall be UL approved.

**8.10 Maintenance of Refueling Vehicles.** Maintenance and servicing of refueling vehicles shall be performed outdoors or in a building that is approved by the executive director and the Salina Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the executive director upon request.

**8.11 Training.** All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the executive director, the Salina Fire Department, and/or the FAA at any reasonable time.

**8.12 Transient Fueling Operations.** Transient fueling operations (such as seasonal fire fighting and military operations) shall be subject to the inspection and approval of the executive director; pay applicable fuel flowage fees; fuel only in designated areas; and operate according to best management practices and procedures.



# Minimum Standards for Commercial Aeronautical Activity at the Salina Regional Airport

2016

Adopted: July 16, 2014

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## **PURPOSE**

**The purposes of these minimum standards are to:**

- 1 Promote health, safety, and welfare
- 2 Encourage the provision of high quality products, services, and facilities to Airport users
- 3 Encourage the development of quality improvements at the Airport
- 4 Promote the economic health of Airport businesses
- 5 Promote the orderly development of Airport property
- 6 Promote the economic self-sufficiency of the Airport

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more commercial aeronautical services or activities at the Airport.

## **INTRODUCTION**

The Salina Airport Authority (the “Authority”) owns and operates the Salina Regional Airport (the “Airport”). To encourage growth and development of the Airport by ensuring adequate aeronautical services and facilities for the Airport users, the Authority has established these standards and requirements (the “Minimum Standards”) for provision of certain commercial aeronautical services at the Airport.

The following articles set forth Minimum Standards for an “Operator,” which is defined as any person or persons, partnership, company, trust, corporation, or other entity based on the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards shall be applied to adjacent properties that access the Airport through a valid Access Agreement; such requirements would be defined in the Access Agreement. The Minimum Standards do not apply to the Authority itself. These Minimum Standards are not intended to be all-inclusive. Thus the Operator of a commercial venture based on the Airport will also be subject to applicable federal, state, and local laws, codes, ordinances, and/or regulations, including Airport Rules and Regulations pertaining to all such services and to the terms of its Lease or License to do business at the Airport as discussed below.

Commercial activity of any kind on the Airport requires the express written permission of the Authority through a specifically authorized lease, sublease, license, permit or written temporary permission, and upon such terms and conditions as they may prescribe, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Permission shall be in the form of a Commercial Use License (“License”) and/or a written Lease establishing a tenancy on the Airport.

The provisions of the License must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Licenses. If the specific commercial service provided is not contemplated or covered by these Minimum Standards, the Operator should approach the Authority to negotiate the terms of the required License.

The Authority's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. However, if the Authority determines that such off-airport access to the Airport is of benefit to the general public and can be done in a manner that is consistent with Federal, State, local laws, and FAA requirements then an Access Agreement may be permitted as provided for herein in Article Seven: Off-Airport Access.

Licenses and Leases containing authority to conduct commercial aeronautical activities which are in effect on the date of adoption of these Minimum Standards will remain in effect for their prescribed terms and shall be subject to these Minimum Standards only if so provided therein. Upon renewal or expiration of any Lease or License, or upon any change in the nature or scope of any Operator's business conducted thereunder, the Operator or Lessee shall be required to come in compliance with these Minimum Standards. No existing Operator shall engage in new or expanded activities after the adoption of these Minimum Standards without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the Authority at its discretion from time-to-time as determined to be necessary by the Authority. Before these Minimum Standards and any amendments thereto are adapted and effective, the minimum standards shall be ratified by the Salina Airport Board.

## **GENERAL DEFINITIONS**

*The general definitions contained in Article 1 of the Rules and Regulations of the Salina Regional Airport, as they now exist or as they may hereafter be amended, are hereby incorporated by reference in these Minimum Standards.*

**The following terms as used in this document shall have the following meanings:**

Aeronautical Activity or Activities- Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered “Commercial Aeronautical Activities” within this definition: aircraft charter, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

AC- Advisory Circular

Access Agreement- Any document approved by the Authority, granting aeronautical access to the Airport by an Off-Airport User, subject to the provisions of this Article. Such Agreement will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area.

Access Area- The entire portion of an Off-Airport Parcel, described in an Access Agreement, which is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

Access Taxiway- An aircraft taxiway or taxilane, located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and Off-Airport Parcel(s).

Agency- Any governmental (local, state, or federal) entity, agency, organization, unit, or authority.

Agreement- An enforceable by law, written contract between two or more parties.

Air Charter or Taxi- The providing of air transportations for persons or property as an air taxi operator or charter basis for hire.

Air Operations Area (AOA)- A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

Air Terminal- The M.J. Kennedy Air Terminal

Aircraft- Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

Aircraft Maintenance- Means the repair, adjustment, or inspection of aircraft. “Major Repairs” means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

Airframe and Powerplant Mechanic (A&P Mechanic)- A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Airport- The Salina Regional Airport, owned and operated by the Salina Airport Authority, including all portions thereof.

Airport Layout Plan (ALP)- The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

Airport Security Plan- Required TSA document regarding the applicable security regulations that require airport compliance.

Apron- Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.

ARFF- Aircraft Rescue and Fire Fighting.

Assurance- Voluntary compliance a recipient of Federal airport development assistance to abide by a provision contained in a Federal grant agreement.

ATCT- Air Traffic Control Tower

Authority- The Salina Airport Authority created by the City of Salina pursuant to K.S.A. 27-315 and ordinance No. 6854 to own, develop and operate the Salina Regional Airport.

Board- The Airport Authority Board of Directors appointed by the Salina City Commission pursuant to Salina Code section 4-17.

Building- The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

CFR- Code of Federal Regulations

City- The City of Salina, Kansas

Commercial- That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Aeronautical Activity- Any activity in which the purpose is to collect income, profit, compensation, or earnings (regardless of whether or not said purposes are accomplished) which utilized the operations in any part of an aircraft(s).

Equipment- All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

Executive Director- That person or his/her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term “Executive Director” is interchangeable with the term “Airport Manager”, and shall have the same meaning and authority for purposes of federal, state, and local law.

FAA- Federal Aviation Administration of the United States government.

FAR- Federal Aviation Regulations

Fire Code- The version of the Fire Code adopted by the City of Salina from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, 2003 Edition.

Flight Training- The dual, solo, ground, and proficiency instruction of pilots in either a fixed or rotor wing aircraft to complete various FAA licenses and/or ratings.

Fuel Handling- The transporting, delivering, fueling, or draining of fuel or fuel waste products.

General Aviation- All aviation activities except government and cargo and/or passenger air carriers.

Grant Agreement- Any agreement between the FAA and the SLN Airport to obtain federal funding or a conveyance of land to be used for airport purposes.

Hazardous Materials- Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements- All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

KDOT- Kansas Department of Transportation

Lease- A contractual agreement between the Authority and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

Leased Premises- Land, property, buildings and other improvements leased by an operator for performance of their approved activities.

License- A contractual agreement between the Authority and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

Master Plan- An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the Master Plan.

Minimum Standards- Standards set by the Salina Airport Authority that must be met by any entity wanting to conduct commercial aeronautical activity on the Salina Regional Airport.

Movement Area- Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

National Fire Protection Association (NFPA)- All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial- Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Off-Airport User- An owner or user or an Off-Airport Parcel who desires to operate aircraft directly between its Off-Airport Parcel and the Airport.

Off-Airport Parcel- Any tract of land, or portion thereof, not located on the Airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.

Operator- Means any person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

Person- Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, political body or other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

Principals- For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

Property- Pertains to anything owned by an entity.

Ramp- A paved area suitable for aircraft parking.

Refueling Vehicle- Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

Regulatory Measures- Federal, state, county, local, airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport



Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

Release- Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

Repair Facility- A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Repair Station- An Aircraft Maintenance facility certificated under 14 CFR Part 145 and the FAA to perform specific maintenance functions.

Scheduled Air Carrier- Any operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an airport use agreement, and are not subject to the requirements of the Minimum Standards.

Self-Fueling- The owner, or owner's employees by means of the owner's equipment, of an aircraft fueling that aircraft.

Sterile Area- That portion of the Airport that provides passengers access to boarding aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

Sublease- A lease granted by an Airport lessee to another entity of all or part of the property leased from the Authority, where on a sole or joint lease basis.

Taxilane- The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

Taxiway- A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

Through the Fence or Off-Airport Access- Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the Authority.

Tie-Down- The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

Transient Aircraft- Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

TSA- Transportation Security Administration

Vehicle- Any apparatus with the ability of moving itself from place to place on wheels that does not need human muscular power (excludes objects designed primarily to move through the air.

**ARTICLE ONE:**  
**POLICY AND GENERAL**  
**STANDARDS**

## **1.1 Statement of Policy**

The Authority's goal in establishing these Minimum Standards is to assure an adequate minimum level of service to aviation users, foster competition at the Airport, put all FBOs and SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected commercial aeronautical activities, and avoid unjust or prohibited discrimination between FBOs and SASOs.

Where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." All Operators will be encouraged to exceed the "minimum." No Operator will be allowed to operate under conditions that do not meet the "minimum."

Contingent upon the Operator's qualification, meeting these Minimum Standards, execution of a Lease or License by the Authority, and the payment of rentals, fees and privilege for providing the service(s) selected on the Airport as specified in the Lease or License the Operator may engage in approved commercial aeronautical activity. However, the granting of such right and privilege shall not be construed in any manner as affording the Operator any exclusive right to perform such activities or services on the Airport. The Authority reserves and retains the right to adopt and enforce any and all resolutions, ordinances, rules, codes, minimum standards, and other regulatory measures pertaining to any Commercial Aeronautic Activity at the Airport. The Authority further reserves the right to designate the specific Airport areas, in accordance with the existing Airport Layout Plan ("ALP"), in which specific aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose consistent with the orderly and safe operation of the Airport.

## **1.2 Requirements Applicable to all FBOs, RSFOs and SASOs**

The following standards apply to all FBOs, AvFuel FBOs, RSFOs and SASOs. Additional standards specific to each type of operation can be found in Articles Three, Four, Five, and Six of these Minimum Standards. For purposes of these Minimum Standards, "leased premises" ("Premise") may include, as appropriate, any area leased, subleased or otherwise controlled by an FBO, AvFuel FBO, RSFO or SASO and must be on the Airport.

### **1.2.1 Requirement of a Lease or License**

**1.2.1.1** Before beginning operations, the prospective Operator must enter into a License or Lease with the Authority reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants. However, such provisions of the Lease or License will neither change nor modify the Minimum Standards, nor be construed in a way to make the Lease or License less demanding than these Standards.

**1.2.1.2** Such a Lease or License shall contain all provisions required by the Federal Aviation Administration (FAA) as a condition of any Federal Grant to the Authority for the Airport. The basic terms and conditions of such Lease or License are included in Required Lease and General License Clauses attached to this document as Attachment 1.

**1.2.1.3** While the language reflects the currently applicable federal requirements, Lease and Licenses shall include all provisions required by then-current federal law and regulations. The provisions contained in Attachment 1 are not all-inclusive and may be amended from time to time by the Authority without amending these Minimum Standards.

## **1.2.2 Site Development Standards - Physical Facilities**

**1.2.2.1** The minimum space requirements as provided in Articles Three, Four and Five, Six, and Seven of these Minimum Standards shall be satisfied as applicable.

**1.2.2.2** All paving and building shall comply with the then-current City of Salina development and construction standards for the Airport and all applicable local building codes and requirements. The location of facilities on the Airport must comply with the current, FAA-approved ALP for the Airport.

**1.2.2.3** If construction on leased premises or alteration of existing or future structures on leased premises is planned, the Operator shall comply with the notification and review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required. The Operator must submit FAA Forms 7460-1 and 7480-1 (if applicable) to the FAA no less than 30 days prior to the commencement of such construction.

## **1.2.3 Personnel**

During all operating hours, except for after-hours fueling by RSFOs, the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards in an efficient manner for each aeronautical service being performed. Moreover, the Operator shall provide a responsible person authorized to act on its behalf to supervise its operations. A list of contacts shall be supplied to the Executive Director including after hours' phone numbers. This list shall be updated when any change occurs.

## **1.2.4 Financial Surety**

The Operator shall post a letter of credit in a form acceptable to the Authority in the amount equal to at least 10% of the annual rental established and agreed upon. The Authority may waive this letter of credit if the Operator can demonstrate adequate financial means.

## **1.2.5 Insurance**

Insurance shall be provided and paid for by the Operator in the amounts specified in Minimum Insurance Requirements (Attachment 2), and the Authority may amend it from time to time. Should there be any doubt about the currency of such minimum insurance requirements, the most current insurance requirements is on file with the Executive Director. A certificate of insurance or a copy of the insurance policies involved shall be furnished to the Executive Director by the Operator. Ten (10) days advance written notice of any change to any policy shall be given to the Executive Director. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the requested policy, or policies, shall be licensed to do business in the State of Kansas.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are to be provided, it will not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation. However, if one of the selected services requires passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its License application.

All insurance that the Operator is required by the Airport Authority to carry and keep in force shall include the Airport Authority and all Airport Authority personnel, officers, and agents as additional insured. The Operator shall furnish evidence of its compliance with this requirement to the Executive Director with proper certification that such insurance is in force. Upon any change resulting in a reduction or increase, the Operator shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change. In the event of cancellation of coverage, the Operator and underwriter shall give the Authority ten (10) days prior notice of cancellation and all operations of the Operator on the Airport shall cease.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities, if any, and/or prior to its entry upon the Airport for the conduct of its business.

The Operator shall also furnish evidence of its compliance regarding Kansas Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable). Lapses in insurance coverage may result in denial of access to the Airport and termination of the License.

### **1.2.6 Airport Access and Security**

Airport access and security shall be maintained by the Operator at all times in accordance with standards established and required by the Executive Director, FAA, Transportation Security Administration (TSA) or other governmental entity. The Operator is also responsible for its employees,' invitees,' licensees,' vendors,' and agents' compliance with the Airport Security Program, as it may be established and amended from time to time.

### **1.2.7 Environmental Compliance**

In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including, without limitation, the Storm Water Pollution Prevention Plan ["SWPPP"] and Spill Response Plan), and generally accepted industry environmental best management practices and standards. Without limiting the generality of the foregoing provision, the Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained. Material Safety Data Sheets (MSDS) for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Salina Fire Department. The Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, land, or water.

The Operator shall promptly notify the Airport Authority of any Hazardous Material spills, releases, or other discharges by the Operator at the Airport and promptly abate, remediate, and remove it. The Operator shall provide the Airport Authority with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or any alleged material noncompliance with Environmental Laws by the Operator at the Airport within ten (10) days after such documents are generated by or received by the Operator. If the Operator uses, handles, treats, or stores Hazardous Materials at the Airport, the Operator shall have a contract in place with an approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to Airport Authority for review upon request.

The Airport Authority shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials. Such inspections shall be coordinated with the Operator and scheduled during regular business hours if reasonably practical.

The Operator's Hazardous Materials shall be the responsibility of the Operator. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. The Operator shall be liable for and responsible for the following:

- To pay all Environmental Claims that arise out of, or are caused in whole or in part, from the Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport
- The violation of any Environmental Law by the Operator
- The failure of the Operator to comply with the terms, conditions and covenants of this section.

If the Airport Authority incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, the Operator shall promptly reimburse the Airport Authority for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by the Operator at the Airport are the responsibility of the Operator.

### **1.2.8 Motor Vehicles on Airport**

No vehicles except Airport vehicles, FAA vehicles, or emergency vehicles are permitted within the movement area without the prior written approval of the executive director. Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 118.00 to 136.9 MHz). A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with SLNATCT. In the event a vehicle in the movement area experiences radio failure it must use light gun communications procedures with SLN ATCT. FBO's granted a non-exclusive use license and permitted by written lease agreement to park and service aircraft within a defined general aviation Apron area are prohibited from traveling outside the general aviation apron area with follow-me vehicles. Operation of follow-me vehicles beyond a lease-defined general aviation apron area will result in a suspension of the non-exclusive license for a minimum of seven (7) days. The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. The Operator performing this service with motor vehicles driven on the Airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended. Prior to operating vehicles on the AOA, all vehicle operators shall complete the Airport Ground Vehicles/Runway Incursion Prevention Driving Program. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent, or individual that the Operator allows upon the Airport's aircraft movement areas. The Airport Authority reserves the right to deny access to any party or business if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

### **1.2.9 Other FAA Requirements**

In addition to these Minimum Standards, where applicable Federal certification standards exist for a given commercial aeronautical activity, each FBO, AvFuel FBO, RSFO and SASO offering such activity shall provide sufficient equipment, supplies and availability of parts as required for certification by the Federal Aviation Administration.

### **1.3 Combined Operations and Subleases**

- 1.3.1** The Airport Authority will consider reduction in minimum square footage for combined operations.
- 1.3.2** If an FBO, AvFuel FBO, RSFO or SASO, whether located on or off the Airport, desires to sublease space to another person to provide one or more Commercial Aeronautical Activities, the following conditions will apply.
- 1.3.2.1** The subleasing party must obtain a License from the Airport Authority to operate at the Airport.
- 1.3.2.2** The FBO, AvFuel FBO, RSFO, or SASO must obtain written approval from the Airport Authority to sublease the space and function.
- 1.3.2.3** The FBO, AvFuel FBO, RSFO or SASO must ensure payment to the Airport Authority of fees applicable to the class of services provided by the sub-lessee at the levels set forth by the Airport Authority.
- 1.3.2.4** FBO, AvFuel FBO, RSFO or SASO must either carry public liability insurance in accordance with Section 1.7.5 above and the Minimum Insurance Requirements (Attachment 2) for its lessee or provide a certificate of insurance that shows the lessee and the Airport Authority as additional insured in which the amounts commensurate with the services provided by the sub-lessee.

### **1.4 Miscellaneous Aeronautical Activities**

Miscellaneous Commercial Aeronautical Activities not herein provided for may be permitted on the Airport on a case-by-case basis, by making formal application to the Airport Authority for approval of such activity. The Operator must show in the formal application that such activities may be safely conducted at the Airport without undue interference concerning other permitted aeronautical activities. Reasonable terms and conditions for the privilege of engaging in these other services will be commensurate in nature and scope with the activities proposed. The Airport Authority reserves the right to deny or restrict any aeronautical activities at the Airport that may interfere with or create a safety hazard for other Aircraft operating at or near the Airport.

### **1.5 Violations**

The Executive Director may remove or evict from the Airport any person who violates any rule prescribed herein, or any applicable statute, rule or regulation of the Federal Government or the State of Kansas, or ordinance of the City of Salina, and may deny use of the Airport and its facilities to any such person if it is determined by the Executive Director that such denial is in the public interest. Any Operator that violates any of the provisions in these Minimum Standards will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the Airport Authority shall have the right to terminate the Lease or License. Nothing in this paragraph shall prevent the Airport Authority from immediately suspending a Lease or License, or taking any other immediate action when a safety related or hazardous situation exists.

### **1.6 Appeals**

Any person who is adversely affected by a determination of the Airport Authority, or the Airport Authority acting through the Executive Director, to deny, terminate, suspend or revoke a License may appeal the determination pursuant to applicable provisions of the Airport Rules and Regulations.

**ARTICLE TWO:**  
**APPLICATION PROCESS**



## **2.1 Prequalification Requirements**

At the time of its application, the prospective Operator shall provide the Executive Director, in writing, the following information and thereafter shall provide such additional information as may be requested by the Authority

### **2.1.1 License Application**

The prospective Operator must submit a complete Commercial Aeronautical Use Lease/License Application (Attachment 4) that provides summary information regarding the applicant and the scope of the proposed operation

### **2.1.2 Intended Scope of Services**

In order to provide high-quality service, the prospective Operator must submit a detailed description concerning the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation. All services contemplated must meet the requirements of these Minimum Standards.

That information at a minimum must include all of the following:

- 2.1.2.1** The name, address and telephone number of the applicant
- 2.1.2.2** If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers, directors, and owners of more than 15% of its corporate stock including the number of total shares and the number of shares owned
- 2.1.2.3** If the applicant is a partnership, provide the name, address and telephone number of all partners
- 2.1.2.4** The requested or proposed date for commencement of the service and the term of conducting the same
- 2.1.2.5** The services to be offered
- 2.1.2.6** The amount, size and location of any land to be leased which must be in compliance with the Airport's current FAA-approved ALP
- 2.1.2.7** The number and type(s) of aircraft to be provided/maintained (as applicable)
- 2.1.2.8** The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel)
- 2.1.2.9** The hours of proposed operation
- 2.1.2.10** FAA Certificates and Licenses held for proposed activities (include type and certificate number)
- 2.1.2.11** The types and amounts of insurance coverage to be maintained, which must meet or exceed the types and amounts as established by Attachment 2 to these Minimum Standards as it now exists or as it may be amended hereafter

## **2.2 Financial and Managerial Responsibility and Capability**

The prospective Operator must provide a statement, satisfactory to the Authority, in evidence of its financial responsibility from a bank or trust company or from such other source that may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements (if any), and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five years of the proposed operation. In order to avoid potential competitors' possible anti-competitive effects of financial control, prospective Operators shall also disclose their sources and terms of financing.

Any information furnished under this section which is prominently marked on each page as "confidential" by the applicant, shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under the provisions of K.S.A. 45-215 et. seq., the Kansas Open Records Act.

## **2.3 Experience of Operator and Key Employees**

The prospective Operator shall furnish the Authority with a statement of past experience describing the Operator and its managers, supervisors and other key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

**ARTICLE THREE:**  
**FIXED BASE OPERATOR (FBO)**

### **3.1 Statement of Concept**

A Fixed Base Operator engages in providing essential and specialized aircraft services to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

### **3.2 Services Provided**

A Fixed Base Operator (FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

#### **3.2.1 Aircraft Line Services:**

**3.2.1.1** Fueling, lubricating and miscellaneous services

**3.2.1.2** Ramp parking and tie-down

**3.2.1.3** Separate crew lounge and passenger lobby facilities

**3.2.1.4** Public restrooms and telephone

**3.2.1.5** Loading, unloading and towing

**3.2.1.6** Hangar storage

**3.2.1.7** De-icing service and engine preheating

**3.2.1.8** Oxygen

**3.2.1.9** Aircraft starting

**3.2.1.10** Strut and Tire inflation (with both air and nitrogen)

**3.2.1.11** Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service

**3.2.1.12** Lavatory cart service

**3.2.2** Aircraft Airframe and Engine Repair and Maintenance

**3.2.3** Flight Training

**3.2.4** Aircraft Rental

**3.2.5** Other related services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlights, batteries, plotters and computers generally used by pilots for flight planning, current aeronautical weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

**3.2.6** The FBO shall provide no other commercial aeronautical services or activities except as provided in its Lease and License.

A Fixed Base Operator may either provide the required Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service, and Catering Service directly or by provision of an agreement with an Authority-approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the FBO to ensure such services will be available.

Article Six of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its Lease and License.

### **3.3 Operational Minimums**

An FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations, line service, and aircraft maintenance as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 6) for any additional SASO activities provided.

**3.3.1** In connection with aircraft fueling and line services:

#### **3.3.1.1 Contracts for Delivery of Fuel**

The FBO shall demonstrate to the Salina Airport Authority's satisfaction that a reputable aviation fuel and lubricant distributor will provide the FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. The FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades: Aviation Gasoline (AVGAS, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. The FBO shall also negotiate in good faith with air carriers serving the Airport to permit storage of air carrier fuel in FBO tanks subject to reasonable terms and conditions including the charging of an into-aircraft service charge. Agreements at other airports in Kansas may be used as precedent to determine if terms and conditions are reasonable.

#### **3.3.1.2 Calculation of Fuel Flowage**

Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Salina Airport Authority to be fuels and oils dispensed for the purpose of calculating rates or charges under its Lease and License.

#### **3.3.1.3 Hours of Operation for Fuel Sales**

Sales of fuel and lubricants, and into-plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available at a minimum of 18 hours per day beginning no later than 6:00 a.m., seven (7) days a week. The FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two hours. If contracted to do so, the FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, assuring the Aircraft is enabled to meet all turnaround times and schedules.

#### **3.3.1.4 Minimum Equipment**

The FBO shall provide mobile fuel dispensing equipment which displays approved FAA markings and signage capable of servicing, in an efficient and safe manner, all types of commercial and general aviation aircraft that use the Airport. The FBO shall have two (2) metered, filter equipped refueling vehicles for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped refueling vehicle for dispensing AVGAS with a capacity of at least 750 gallons. The FBO shall have

storage tanks with a minimum capacity of 10,000 gallons of AVGAS and 20,000 gallons of jet fuel. A separate dispensing pump for each grade of fuel is required.

#### **3.3.1.5 Individual in Charge**

The individual managing the operations of the FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Salina Regional Airport.

#### **3.3.1.6 Safety of Fueling Operation**

In conducting fueling operations, the FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the City of Salina. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Airport Authority, by the State Oil Inspector, and by the appropriate State and local fire agency. The FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the FBO shall be in full compliance with fire codes and federal, state, and local laws, ordinances, rules, and regulations pertaining to fire safety. The FBO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules, and regulations.

#### **3.3.1.7 Fuel Quality**

The FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The FBO shall maintain current fuel reports on file and shall make available, upon written notice, to the Executive Director those records during normal business hours. Fueling service by the FBO shall be in full compliance with federal, state, and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association Specification 103 ("ATA 103"). Compliance shall also include the proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

#### **3.3.1.8 Additional line services**

Servicing of aircraft shall include generally expected services such as cleaning of the interior and exterior of aircraft and catering. The FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

#### **3.3.1.9 Waste disposal**

The FBO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

**3.3.1.10 Disabled Accident Removal**

The FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel that are trained and have access to equipment, or the ability to arrange for the equipment and/or services, required to remove damaged aircraft from the AOA movement areas. The FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

**3.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO’s leased premises**

The FBO shall have at least one (1) tug capable of towing up to a 50,000 pound aircraft, or the largest aircraft that regularly uses FBO services on a monthly basis, whichever is greater. The FBO shall have at least one (1) ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) water cart, and adequate ground transportation vehicles capable of transporting passengers between the FBO and the aircraft ramp. The FBO shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA, local, and State industrial codes.

**3.3.1.12 Rates and Charges**

The FBO’s rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the FBO. Such rates or charges shall be fair and reasonable and shall be equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Executive Director.

**3.3.1.13 Aircraft Tie-downs**

The FBO shall provide adequate tie-down facilities and equipment including ropes, chains, other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period.

**3.3.1.14 Employee Training**

The FBO shall provide properly trained personnel to perform all activities that the FBO is required to perform under these Minimum Standards and its License. While on duty, personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

**3.3.1.15 Hangar Storage**

The FBO shall provide suitable hangar storage facilities constructed in accordance with the City of Salina building and construction standards.

**3.3.2** In connection with aircraft airframe and engine repair and maintenance, the FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Six of these Minimum Standards.

**3.3.3** In connection with flight training and aircraft rental, the FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Six of these Minimum Standards.

**3.4 Facility Requirements**

Minimum land and improvements required for FBOs shall be as follows:

- 3.4.1** The minimum land to be leased for a FBO shall be at least two (2) acres including no less than five (5) acres of paved ramp space capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.
- 3.4.2** Building improvements shall be permanent in nature, shall contain at least 8,100 square feet for total FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. Crew and passenger lounge facilities, clean, sanitary, heated and free public restrooms must also be included in the building area. At least one working telephone shall be provided for public use. Each FBO shall occupy at least one or more heated clear span hangar(s) containing 40,000 square feet. This hangar shall be required to have a door opening of at least ninety four (94) feet in width and twenty six (26) feet in height and the hangar must be at least one hundred (100) feet deep.
- 3.4.3** On-site automobile parking spaces of an asphalt or concrete paved surface shall be provided in compliance with parking standards and requirements of the City of Salina building and zoning codes as amended from time to time. Proper signage shall also be installed.
- 3.4.4** All paving and buildings shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the Airport Authority before construction begins.
- 3.4.5** Upon completion of construction, the FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD and other acceptable format.



**ARTICLE FOUR:**

**FULL SERVICE AVIATION FUEL  
SALES (AVFUEL FBO)**

#### **4.1 Statement of Concept**

A Full Service Aviation Fuel Sales FBO (AvFuel FBO) engages in providing full service Jet A fuel sales to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

#### **4.2 Services Provided**

A Full Service Aviation Fuel Sales FBO (AvFuel FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

##### **4.2.1 Aircraft Line Services:**

**4.2.1.1** Fueling, lubricating and miscellaneous services

**4.2.1.2** Ramp parking and tie-down

**4.2.1.3** Separate crew lounge and passenger lobby facilities

**4.2.1.4** Public restrooms and telephone

**4.2.1.5** Loading, unloading and towing

**4.2.1.6** Hangar storage

**4.2.1.7** De-icing service, engine preheating

**4.2.1.8** Oxygen

**4.2.1.9** Aircraft starting

**4.2.1.10** Strut and tire inflation (with both air and nitrogen)

**4.2.1.11** Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service

**4.2.1.12** Lavatory cart service

**4.2.2** Related Other Services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlights, batteries, plotters and computers generally used by pilots for flight planning, current aeronautical weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

**4.2.3** The AvFuel FBO shall provide no other commercial aeronautical services or activities except as provided in its Lease or License.

An AvFuel FBO may either provide the requested Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service, and Catering Service directly or by provision of an agreement with an Authority-

approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the AvFuel FBO to determine if such services will be available.

Article Six of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its Lease or License.

#### **4.3 Operational Minimums**

An AvFuel FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations and line service as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 6) for any additional SASO activities provided:

##### **4.3.1 In connection with aircraft fueling and line services:**

###### **4.3.1.1 Contracts for Delivery of Fuel**

The AvFuel FBO shall demonstrate to the Salina Airport Authority's satisfaction that a reputable aviation fuel and lubricant distributor will provide the AvFuel FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. The FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades: Aviation Gasoline (AVGAS, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. The Av-Fuel FBO shall also negotiate in good faith with air carriers serving the Airport, to permit storage of air carrier fuel in FBO tanks subject to reasonable terms and conditions including the charging of an into-aircraft service charge. Agreements at other airports in Kansas may be used as precedent to determine if terms and conditions are reasonable.

###### **4.3.1.2 Calculation of Fuel Flowage**

Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Airport Authority to be fuels and oils dispensed for the purpose of calculating rates or charges under its Lease and License.

###### **4.3.1.3 Hours of Operation for Fuel Sales**

Sales of fuel and lubricants and into-plane delivery of aviation fuels, lubricants, and other related petroleum products shall be available at a minimum of eighteen (18) hours per day beginning no later than 6:00 a.m., seven (7) days a week. The AvFuel FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two (2) hours. If contracted to do so, the AvFuel FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, assuring the Aircraft is enabled to meet all turnaround times and schedules.

###### **4.3.1.4 Minimum Equipment**

The AvFuel FBO shall provide mobile fuel dispensing equipment which displays approved FAA markings and signage capable of servicing, in an efficient and safe manner, all types of commercial and general aviation aircraft that use the Airport. The AvFuel FBO shall have two (2) metered, filter equipped refueling vehicles for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped refueling vehicle for dispensing AVGAS with a capacity of at least 750 gallons. The AvFuel FBO shall have storage tanks with a minimum capacity of 10,000 gallons of AVGAS and 20,000 gallons of jet fuel. A separate dispensing pump for each grade of fuel is required.

###### **4.3.1.5 Individual in Charge**

The individual managing the operations of the AvFuel FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business

of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Salina Regional Airport.

#### **4.3.1.6 Safety of Fueling Operation**

In conducting fueling operations, the AvFuel FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the City of Salina. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All AvFuel FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Airport Authority, by the State Oil Inspector, and by the appropriate State and local fire agency. The AvFuel FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the AvFuel FBO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The AvFuel FBO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules and regulations.

#### **4.3.1.7 Fuel Quality**

The AvFuel FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the AvFuel FBO. The AvFuel FBO shall maintain current fuel reports on file and shall make available, upon written notice, to the Executive Director those records during normal business hours. Fueling service by the AvFuel FBO shall be in full compliance with federal, state, and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association Specification 103 ("ATA 103"). Compliance shall also include the proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

#### **4.3.1.8 Additional line services**

Servicing of aircraft shall include generally expected services such as cleaning of the interior and exterior of aircraft and catering. The AvFuel FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

#### **4.3.1.9 Waste disposal**

The AvFuel FBO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

#### **4.3.1.10 Disabled Accident Removal**

The AvFuel FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel that are trained and have access to equipment, or be able to arrange for the equipment and/or services required, to remove damaged aircraft from the AOA movement areas. The

AvFuel FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

**4.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and AvFuel FBO Ramp Assistance within the AvFuel FBO's leased premises**

The AvFuel FBO shall have at least one (1) tug capable of towing up to a 50,000 pound aircraft, or the largest aircraft that regularly uses the AvFuel FBO's services on a monthly basis, whichever is greater. The AvFuel FBO shall have at least one (1) ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) water cart, and adequate ground transportation vehicles capable of transporting passengers between the AvFuel FBO and the aircraft ramp. The AvFuel FBO shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA, local, and State industrial codes.

**4.3.1.12 Rates and Charges**

The AvFuel FBO's rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the AvFuel FBO. Such rates or charges shall be fair, reasonable, and shall be equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Executive Director.

**4.3.1.13 Aircraft Tie-downs**

The AvFuel FBO shall provide adequate tie-down facilities and equipment including ropes, chains, other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the AvFuel FBO during a peak period.

**4.3.1.14 Employee Training**

The AvFuel FBO shall provide properly trained personnel to perform all activities that the AvFuel FBO is required to perform under these Minimum Standards and its License. While on duty, personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the AvFuel FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

**4.3.1.15 Hangar Storage**

The AvFuel FBO shall provide suitable hangar storage facilities constructed in accordance with the City of Salina building and construction standards.

**4.3.2** In connection with aircraft airframe and engine repair and maintenance, the AvFuel FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Six of these Minimum Standards.

**4.3.3** In connection with flight training and aircraft rental, the AvFuel FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Six of these Minimum Standards.

**4.4 Facility Requirements**

Minimum land and improvements required for AvFuel FBO's shall be as follows:

**4.4.1** The minimum land to be leased for an AvFuel FBO shall be two (2) acres (87,120 square feet), including no less than six (6) acres (250,000 square feet) of paved ramp space capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.

- 4.4.2** Building improvements shall be permanent in nature, shall contain at least 5,000 square feet for total AvFuel FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. The building area shall contain crew and passenger lounge facilities with clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. In addition, each Av-Fuel FBO shall occupy at least one heated clear span hangar containing 28,500 square feet. This hangar shall be required to have a door opening of at least ninety four (94) feet in width and twenty six (26) feet in height and the hangar must be at least one hundred (100) feet deep.
- 4.4.3** On-site automobile parking space of an asphalt or concrete paved surface shall be provided in compliance with parking standards and requirements of the City of Salina building and zoning codes as amended from time to time. Proper signage shall also be installed.
- 4.4.4** All paving and buildings shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the Airport Authority before construction begins.
- 4.4.5** Upon completion of construction, the AvFuel FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

**ARTICLE FIVE:**  
**RETAIL SELF SERVICE FUELING**  
**OPERATOR (RSFO)**

## **5.1 Statement of Concept**

A Retail Self Service Fueling Operator engages in providing essential and specialized aircraft services to aircraft owners, pilots and passengers. The minimum levels of essential services are purposely set at a lower level than the minimum requirements for a Fixed Base Operator. The purpose of the RSFO is to service the needs of a smaller segment of the aviation market by providing Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow individual aircraft Operators to self-fuel their own aircraft. The RSFO is not permitted to sell Jet Fuel. If the RSFO desires to sell both grades of aviation fuel, then the RSFO must meet the requirements set forth in Article Three: Fixed Base Operator (FBO).

## **5.2 Services Provided**

A Retail Self Service Fueling Operator (RSFO) shall provide or enter into an agreement to provide all of the following essential services to the public at fair and reasonable rates and charges and without unjust discrimination:

**5.2.1** Provide Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow the individual aircraft Operator to self fuel their own aircraft.

### **5.2.2 Aircraft Line Services:**

#### **5.2.2.1 Ramp parking**

**5.2.3** A Retail Self Service Fueling Operator may either provide the two (2) required SASO services directly or by provision of an agreement with an Airport Authority-approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the RSFO to ensure such services will be available.

**5.2.4** Article Six of these Minimum Standards includes a detailed description of the minimum requirements for the two (2) selected SASO services that all RSFOs are obligated to provide. RSFOs may also engage in other Commercial Aeronautical Activities as identified in its License.

## **5.3 Operational Minimums**

A Retail Self Service Fueling Operator (RSFO) shall meet the following Minimum Standards specifically applicable to management, fueling operations, and line service as well as general standards (set out in Article One) and any further standards (set out in Article Six) for the required additional SASO services provided:

**5.3.1** In connection with aircraft fueling and line services:

### **5.3.1.1 Contracts for Delivery of Fuel**

The RSFO shall demonstrate, to the Airport Authority's satisfaction that a reputable aviation gasoline distributor will provide the RSFO with an enforceable agreement to purchase fuel in quantities necessary to meet the requirements set forth herein. The RSFO shall maintain an adequate inventory of Aviation Gasoline (Avgas, 100 Low Lead) to meet the public demand.

### **5.3.1.2 Calculation of Fuel Flowage**

Aviation fuels delivered to the Operator by a vendor will be considered by the Airport Authority to be fuels dispensed for the purpose of calculating rates or charges under its Lease and License.

### **5.3.1.3 Hours of Operation for Fuel Sales**

Sales of fuel and into plane delivery of aviation fuel shall be available 24 hours per day, seven (7) days a week. A 24-hour response telephone number shall be clearly posted and respond within two (2) hours.



#### **5.3.1.4 Minimum Equipment**

The RSFO shall provide fixed hydrant fuel dispensing equipment that is properly marked and lit and capable of servicing one (1) general aviation aircraft in an efficient and safe manner. Dispensing units are to be individually metered and filter equipped. The RSFO shall have on-site fuel storage tanks having a minimum capacity of 1,000 gallons of AVGAS.

#### **5.3.1.5 Customer and System User Instructions**

The RSFO shall post adequate operating and safety instruction for all customers and system users consistent with all applicable guidelines from the National Fire Protection Association (NFPA) and the FAA regarding the handling and dispensing of AVGAS.

#### **5.3.1.6 Safety of Fueling Operation**

In conducting fueling operations, the RSFO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity. It shall provide, and have readily available, approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling of aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuel shall be governed by the applicable National Fire Protection Association (NFPA), Uniform Fire Code (UFC) regulations, and national and local fire codes. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All RSFO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Salina Airport Authority, the State Oil Inspector, and the appropriate state and local fire agency. The RSFO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the RSFO shall be in full compliance with fire codes and federal, state, and local laws, ordinances, rules and regulations pertaining to fire safety. The RSFO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules and regulations.

#### **5.3.1.7 Fuel Quality**

The RSFO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Quality control of the fuel is the responsibility of the RSFO. The RSFO shall maintain current fuel reports on file and available for auditing at anytime by the Airport Executive Director. Fueling service by the RSFO shall be in full compliance with federal, state, and local laws and regulations including Air Transport Association Specification 103 (ATA 103).

#### **5.3.1.8 Waste disposal**

The RSFO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials. The piling or storage of crates, boxes, barrels, other containers, or other items is not permitted outside buildings located on leased premises.

#### **5.3.1.9 Ramp Parking, Tie-Down, Aircraft Storage**

The RSFO shall provide ramp parking for at least two (2) transient aircraft.

#### **5.3.1.10 Rates and Charges**

The RSFO's rates or charges to General Aviation users shall be determined by the RSFO. Such rates or charges shall be fair and reasonable, and equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be files, upon request, with the Executive Director.

#### **5.3.1.11 Employee Training**

The RSFO shall provide properly trained personnel. Both initial and recurrent training shall be provided to each on duty employee. Personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the RSFO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel, if applicable, shall not be required to wear uniforms.

**5.3.2** In connection with the required additional Specialized Aviation Service Operator (SASO) services, The RSFO shall comply with all requirements for provision of the two (2) required additional SASO services as set forth in Article Six of these Minimum Standards.

#### **5.4 Facility Requirements**

Minimum land and improvements required shall be as follows:

- 5.4.1** The minimum land to be leased for a Retail Self Service Fueling Operation shall be one acre (43,560 square feet), including not less than 22,500 square feet of paved ramp space.
- 5.4.2** Building improvements shall be permanent in nature, contain at least 12,500 square feet for total RSFO operations (including office, lounge and hangar space), and may be contained in one or more buildings. At a minimum, 2,500 square feet of building area shall contain crew and passenger lounge facilities with clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. Other facility and building requirements shall be dictated by the minimum space requirements determined for each of the two (2) additional SASO services to be provided by the RSFO. If an existing facility suitable for the required additional SASO services is not available, the RSFO shall finance and build its own facility.
- 5.4.3** All paving and building shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the City before construction begins.
- 5.4.4** Upon completion of construction, the RSFO shall provide to the Executive Director three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

**ARTICLE SIX:**  
**SPECIALIZED AVIATION**  
**SERVICES OPERATOR (SASO)**

**6.1 Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propellers, Instruments, Aircraft Modification, Accessories, etc.)**

**6.1.1 Statement of Concept**

This category of SASO provides for specialized commercial aircraft repair services capable of providing an FAA certified shop, or a combination of shops, for the repair and installation of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This SASO may furnish one, or if desired, any combination of these services. This category includes the sale of new and/or used aircraft radios, propellers, instruments and accessories.

**6.1.2 Minimum Standards**

**6.1.2.1** This SASO shall lease or sublease an area, existing or adequate to erect a building, providing a minimum of 4,900 square feet of floor space to hangar at least one (1) aircraft, house all equipment, and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated, the SASO shall provide a separate paint shop that meets all applicable safety requirements. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area, and sufficient to accommodate this SASO's services unless otherwise stated in a lease or license agreement.

**6.1.2.2** This SASO shall maintain, as necessary, the repair station certificates as required by the FAA which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station or facility.

**6.1.2.3** This SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

**6.1.2.4** This SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA radio, instrument or propeller repairmen) in such numbers as are required to provide services in an efficient manner.

**6.2 Specialized Commercial Flying Services SASO**

**6.2.1 Statement of Concept**

This category of SASO engages in specialized commercial flying services for hire for the purpose of providing the use of aircraft, manned or unmanned (i.e. UAS), for any of the services listed below:

**6.2.1.1** Crop dusting, seeding, or spraying

**6.2.1.2** Aerial photography or survey

**6.2.1.3** Power line, underground cable or pipeline patrol

**6.2.1.4** Firefighting

**6.2.1.5** Any operations, other than sightseeing, specifically excluded from Part 135 of the Federal Aviation Regulations

## 6.2.2 Minimum Standards

**6.2.2.1** In the case of crop dusting, aerial application, or other commercial use of chemicals, this SASO shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. This area must be built and operated in full compliance with all applicable federal, state, and local laws and regulations, specifically including, but not limited to, the USEPA, Kansas Department of Public Health and Environment, and the City of Salina's regulations governing such activities. This SASO shall also provide for the safe storage and containment of all chemical materials. Such facilities will be in a location designated by the Airport Authority on the Airport which will provide the greatest safeguard to the public. Material Safety Data Sheets (MSDS) are required to be onsite and two copies shall be provided to the Airport Executive Director. This SASO shall provide tank trucks for the handling of liquid spray and mixing liquids. Moreover, this SASO shall provide aircraft suitably equipped for agricultural operations and shall take all safeguards against spillage on runways, taxiways, or dispersal by wind to any area of the Airport.

**6.2.2.2** This SASO shall provide and have based on its leasehold, either owned or under written lease to the SASO, not less than one (1) airworthy aircraft suitably equipped for, and meeting all the requirements of, the FAA with respect to the type of operation to be performed.

**6.2.3** This SASO must provide, by means of an on or off-Airport office or a telephone, a point of contact for the public desiring to utilize this SASO's services.

**6.2.4** This SASO shall have, in its employ, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

**6.2.5** In the case of UAS operations, this SASO shall have, in its employ, trained personnel in accordance with FAR Part 107 and applicable local, state, federal regulations in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

**6.2.6** In the case of UAS operations, this SASO shall comply with all 14 CFR Part 107 operating limitations.

**6.2.7** In the case of UAS operations, this SASO shall obtain a signed Letter of Agreement with the Airport and SLN ATCT to operate to and from on Airport property.

**6.2.46.2.8** In the case of UAS operations, a FAA approved Certificate of Waiver shall be obtained for any sUAS operations that deviates from 14 CFR Part 107 operations limitations.

## 6.3 Flight Training SASO

### 6.3.1 Statement of Concept

This category of SASO engages in commercial flight training, instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.

### 6.3.2 Minimum Standards

**6.3.2.1** The SASO must lease at least one aircraft tie-down or own/lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, they must provide at least 150 square feet of properly lighted and heated floor space for a

classroom/briefing room, office space and restrooms. This space may be subleased and/or shared with other approved Airport SASOs.

**6.3.2.2** If this SASO prefers to build a hangar for aircraft storage the SASO shall lease or sublease an area, adequate to erect a building or buildings, containing a minimum of 4,900 square feet to provide for aircraft storage, space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

**6.3.2.3** This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.

**6.3.2.4** The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.

**6.3.2.5** This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

#### **6.4 Aircraft Sales SASO (New and/or Used)**

##### **6.4.1 Statement of Concept**

This category of SASO engages in commercial aircraft sales of new and/or used aircraft through franchises, licensed dealership, or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise. This SASO also engages in providing such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

##### **6.4.2 Minimum Standards**

**6.4.2.1** This SASO shall provide at least 150-square feet of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport Operators. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

**6.4.2.2** This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory or availability of spare parts, within 24 hours or less, particular the type of new aircraft for which sales privileges are granted.

**6.4.2.3** This SASO shall have its services available on a basis consistent with its franchise agreement.

#### **6.5 Aircraft Airframe and Engine Repair and Maintenance SASO**

##### **6.5.1 Statement of Concept**

This category of SASO engages in commercial aircraft airframe and engine repair and maintenance, providing one (or a combination of) airframe and power plant repair services with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories.

##### **6.5.2 Minimum Standards**

**6.5.2.1** This SASO shall lease or sublease an area, existing or adequate to erect a building, providing at least 4,900 square feet of floor space for airframe and power plant repair

services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

**6.5.2.2** This SASO shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.

**6.5.2.3** This SASO shall have its services available eight (8) hours per day five (5) days per week.

**6.5.2.4** This SASO shall have in its employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with rating appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

## **6.6 Aircraft Rental SASO**

### **6.6.1 Statement of Concept**

This category of SASO engages in the commercial rental of aircraft to the public.

### **6.6.2 Minimum Standards**

This SASO must lease at least one (1) aircraft tie-down and/or own/lease hangar space. This SASO may sub-lease these facilities from an approved Airport tenant. In addition, this SASO shall provide at least 150-square feet of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport SASO's. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

**6.6.2.1** This SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

**6.6.2.2** This SASO shall have its service available eight (8) hours per day seven (7) days per week.

**6.6.2.3** This SASO shall have trained personnel available in such numbers as are required to meet the minimum standards set forth in an efficient manner.

## **6.7 Aircraft Charter, Air Taxi Service, Sightseeing and Aircraft Management SASO**

### **6.7.1 Statement of Concept**

This category of SASO engages in any of the following:



- Aircraft charter and air taxi operations by providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time
- Nonstop sightseeing flights that begin and end at the Airport
- Management of aircraft for aircraft owners

## **6.7.2 Minimum Standards**

**6.7.2.1** This SASO shall lease or sublease an area existing or adequate to provide for aircraft storage. Such space shall include an area to erect a hangar containing not less than 4,900 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

**6.7.2.2** This SASO shall have available for hire, either owned or under written lease to SASO, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

**6.7.2.3** This SASO shall have its services available eight (8) hours per day, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

**6.7.2.4** This SASO shall have trained personnel in its employ and on duty during the required operating hours in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner and otherwise appropriately rated to permit the flight services offered by this SASO. This SASO shall have available sufficient, qualified operating crews and a satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging suitable ground transportation. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

**6.7.2.5** Non-scheduled Air Taxi and aircraft management companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

## **6.8 Flying Club SASO**

### **6.8.1 Statement of Concept**

This category of SASO is for the purpose of fostering and promoting flying for pleasure, developing skills in aeronautics including pilotage, navigation, awareness, and appreciation of aviation requirements and techniques. All flying clubs desiring to base their aircraft and operate at the Airport must comply with these requirements.

### **6.8.2 Minimum Standards**

**6.8.2.1** This SASO shall be a registered not for profit or non-profit corporation, association or other entity organized for the primary purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will lead to the benefit of any member in any form (salaries, bonuses, etc.). Flying Club SASOs may not derive greater

revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

- 6.8.2.2** This SASO may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aeronautical activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
- 6.8.2.3** Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
- 6.8.2.4** Any qualified mechanic and/or flight instructor, who is a registered member and part owner of the aircraft owned and operated by the flying club SASO, shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.
- 6.8.2.5** All Flying Club SASOs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment. Nothing in this paragraph is intended to prohibit occasional events or activities intended to raise funds for the operation of the club, which if conducted on the Airport must have the prior approval of the Airport Executive Director.
- 6.8.2.6** A Flying Club SASO shall abide by and comply with all applicable federal, state and local laws, ordinances, regulations, the Rules and Regulations of the Airport, and these Minimum Standards.
- 6.8.2.7** This SASO, with its request for a License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, or other documentation supporting its existence.
- 6.8.2.8** Flying Club SASOs, upon request by the Airport Authority, shall provide satisfactory evidence of all club income, expenses, and evidence of ownership of aircraft. Such request shall be made by the Airport Authority upon reasonable cause.

## **6.9 Commercial Hangar Operator SASO**

### **6.9.1 Statement of Concept**

This category of SASO is for an entity that owns or leases a hangar structure(s) for the purpose of leasing or subleasing a hangar and associated office or shop space to entities engaging in commercial or non-commercial Aeronautical Activities.

## **6.9.2 Minimum Standards**

**6.9.2.1** This SASO may use its premises for the following purposes:

- The SASO's own use, primarily for its Aircraft and/or equipment
- The leasing or subleasing of hangar and associated office and shop space, which can be used for approved commercial or non-commercial Aeronautical Activities

**6.9.2.2** A SASO engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved tenants. All required improvements including, but not limited to, apron/paved tie-down, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land or in the general vicinity of the leased area and as approved by the Executive Director which shall be described in the Lease or License. Apron/paved tie-down shall be adequate, as determined by the Executive Director, to accommodate the movement of aircraft into and out of the hangar, staging and parking areas.

## **6.10 Temporary Specialized Aviation Service Operator SASO**

### **6.10.1 Statement of Concept**

Aircraft operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training of their pilots. When assistance is not available on the Airport through an existing approved Operator due to either the specialized nature of the maintenance and/or flight training requirements, the Executive Director may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

### **6.10.2 Minimum Standards**

This SASO shall conduct Activity on and from the premises of the Aircraft operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

**6.10.2.1** The Aircraft operator must submit a request to the Executive Director on behalf of this SASO which shall then obtain a 30-day temporary License from the Executive Director prior to engaging in activity on the Airport. This SASO must meet those requirements of these Minimum Standards that the Executive Director deems reasonable under the circumstances, including insurance requirements applicable to the type of service being provided.

**6.10.2.2** Aircraft operators requiring after-hour or weekend service by a Temporary SASO must notify the Executive Director prior to the Temporary SASO engaging in activities on the Airport.

**6.10.2.3** Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations by the Temporary SASO while on the Airport.

The Temporary SASO shall have and provide to the Executive Director evidence of all federal, state and local licenses and certificates that are required for the services to be provided on the Airport.

**ARTICLE SEVEN:**  
**OFF-AIRPORT ACCESS**

### **7.1. Statement of Concept**

This Article shall be known and may be cited as the Salina Regional Airport Access Policy or the "Access Policy." This Access Policy shall apply to any person or entity desiring aeronautical access to the runways and taxiways of the Airport from property adjacent to the Airport, but not a part of or owned by the Airport. Access approval is conditioned upon the possession of an executed Access Agreement that stipulates terms and conditions including permitted activities and proscribed uses. The Authority is not required to allow aeronautical access to a party desiring to enter the AOA of the Airport from an off-Airport location. The Salina Airport Authority is obligated under FAA Grant Assurances to ensure that the following conditions are included, at a minimum, in any such Access Agreement:

- 7.1.1.** Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and Authority; and include the ability to cancel such Agreement for non-conformance with these Grant Assurances.
- 7.1.2.** The Authority shall seek a fair share recovery of initial and continuing costs of providing a public use landing area. The establishment of rates, fees, charges, and the like should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances.
- 7.1.3.** The Authority shall not be precluded in their rights and powers nor be placed in a position that might result in a violation of exclusive rights prohibitions of FAA Grant Assurances.
- 7.1.4.** There shall not be any actual or proposed development or use of land and facilities contrary to the approved ALP.

### **7.2. Access Right**

Airport access to Off-Airport Users is not an obligation of the Authority. Access to the Airport may be granted to Off-Airport Users subject to the terms and conditions of this Article Five and of the Access Agreement granted to each Off-Airport User. The access granted shall be for the purpose(s) as defined in the Access Agreement so that it will have access to the Airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of Aircraft. The access right may be revoked by the Airport Authority for failure to comply with the provisions of these Articles, Airport Rules and Regulations, Storm Water Management Plan, terms of its Access Agreement, or other policies and provisions of the Airport, or as required by any federal or state oversight action including but not limited to FAA, HLS, TSA, and KDOT.

### **7.3. Off-Airport Parcel Uses: Access Taxiways: Permitted and Prohibited**

#### **7.3.1. Access Area**

The Authority, FAA, State of Kansas Division of Aeronautics, or any other regulatory authority shall have the right to enter the Access Area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

### **7.3.2. Access Taxiway Construction**

An Off-Airport user shall construct Access Taxiways to connect its parcel with Airport taxiways. The number, exact location and configuration of the Access Taxiways will be determined from time to time by the Off-Airport User. Plans and specifications for Access Taxiways shall be approved by the Authority and FAA prior to construction. Access Taxiways shall be built to FAA design standards and shall be designed and constructed to meet the same standards for taxiway construction as those for Airport taxiways.

### **7.3.3. Transfer & Maintenance of Improvements**

After completion of construction, inspection, and approval by the Airport Authority, that portion of the Access Taxiway on Airport property shall be dedicated to the Airport Authority and maintained by the Airport Authority. Upon demand, Off-Airport Users shall reimburse the Airport Authority for cost of said pavement area maintenance. Those portions of Access Taxiways off the Airport property shall be maintained by the Off-Airport User in accordance with commercial aviation standards for maintenance of public taxiways.

### **7.3.4. Permitted Uses**

An Off-Airport User shall only be permitted to conduct aviation activities from Off-Airport Parcels which are defined in the Access Agreement. Activities on Off-Airport Parcels are subject to all City of Salina and/or Saline County zoning ordinances and land use regulations as applicable.

### **7.3.5. Self-Fueling**

Self-fueling operations on an Off-Airport Parcel are subject to written agreement with the Airport Authority.

### **7.3.6. Development Plan Compliance**

Development and improvements on Off-Airport Parcels that access the Airport must be in compliance with the Airport Authority's Airport Master Plan and Airport Layout Plan and as they are amended. Off-Airport Users shall also submit Form 7460-1 to FAA prior to placing or constructing any building or other structure on the Off-Airport Parcel.

### **7.3.7. Residential Access**

Access to the Airport from Off-Airport Parcels used for residential purposes shall not be permitted.

## **7.4. Access Agreement**

### **7.4.1. Application; Granting of Access**

Any Off-Airport User who desires access to the Airport from an Off-Airport Parcel shall apply to the Airport Authority for an Access Agreement. The Off-Airport User shall deliver to the Executive Director a survey plan of the Access Area, including a computation of the size of the Access Area in square footage on the Off-Airport Parcel. Additional information will be provided as detailed in the application, and the Off-Airport User shall clearly show how he/she intends on complying with the Airport Master Plan and ALP.

#### **7.4.2. Conditions for Granting; Access Agreement Granted**

Airport Authority's staff and the Executive Director shall review the application for compliance with the Airport Master Plan, ALP, and other requirements as set forth in this Article. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement or until it expires or is revoked or terminated by the Airport Authority for cause as described below. Said Agreement is renewable with the prior written approval of the Authority.

#### **7.4.3. Assignment of Access Agreement**

The Access Agreement may not be sold, transferred or assigned without the prior written approval of the Airport Authority.

#### **7.4.4. Contents of Agreement; Amendment of Agreement**

The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Article. Applicable access fees may be found in the attached Airport Rates and Charges (Attachment 5) or in specific Access Agreements. An Off-Airport User shall have the right to change the Access Area on its Off-Airport Parcel from time to time only if said user notifies the Airport Authority of such change, provides a new survey of the revised Access Area, and applies for an Access Agreement for such revised Access Area. Said Agreement shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the Access Area. Any further access or change in existing access location(s) may not be allowed if it is in conflict with on-Airport future development plans. All on Airport activities will take priority over Off-Airport access.

#### **7.4.5. Revocation; Reinstatement**

The Airport Authority may revoke the Access Agreement of any Off-Airport User who does any of the following:

- Fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within ten (10) days after written notice thereof is given by the Executive Director to such user
- Fails to pay prior to delinquency the lawfully assessed and levied City or County taxes on its Off-Airport Parcel
- As provided for in the Access Agreement. Any Access Agreement that has been revoked shall be reinstated upon payment of such fee, correction of any such non-compliance, or payment of such taxes plus all penalties and interest, as applicable. The Airport Authority reserves the right at their sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

#### **7.4.6. Post-revocation Hearing**

In the event that an Access Agreement is revoked, the permittee may request, in writing within 15 days of such revocation, a hearing before the Executive Director to appeal the revocation of the Access Agreement.

#### **7.4.7. Prohibition Against Un-Permitted Access; Penalty**

It shall be an unlawful trespass for any person to utilize an access right, or enter the AOA of the Airport from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement.

#### **7.4.8. Multiple Off-Airport Users; Single Parcels**

Separate entities operating on common Off-Airport Parcels shall be treated as if operating on separate Off-Airport Parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Article and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the Airport Authority, in their sole discretion, may deny access to the Airport for all or any of the parcels and lots within such adjacent property that have access to the Airport under such Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

### **7.5. Access Agreement Fee; Time For Payment; Amount of Fee**

#### **7.5.1. Agreement Fee; Time of Payment**

At the time of issuance of an Access Agreement, Off-Airport Users shall be charged a fee which shall be defined in the Access Agreement document. The fee shall be subject to late charges as established and from time to time revised by the Airport Authority if not paid within 10 days of the date due.

#### **7.5.2. Agreement Fee; Amount**

The annual fee for Airport access will be those amounts determined by the Airport Authority or as specifically defined in the Access Agreement and associated agreements. All fee amounts are subject to change.



**ATTACHMENT 1:**  
**REQUIRED GENERAL LEASE AND LICENSE CLAUSES**

1. Premises to be operated for use and benefit of the public

The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

a. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the Cities shall have the right to

terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

The Airport Authority reserves the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the Cities agree to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Airport Authority Right to Maintain the Airport

The Airport Authority reserve the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

There is hereby reserved to Airport Authority, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Salina Regional Airport.

8. Airport Obstructions or Other Hazards

The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

The Airport Authority reserve the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Authority, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the Airport Authority sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the Airport Authority, the Operator shall indemnify the Airport Authority for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Kansas, the City of Salina, any applicable special district, and the sewage operator.

12. Indemnification

a. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Airport Authority, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Airport Authority. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

b. Airport Authority shall give Operator reasonable notice of any claims or actions against the Cities, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Airport Authority by the U.S. Government, Operator will reimburse Airport Authority for all expenses, including attorney fees, incurred by Airport Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Airport Authority as a result of such incursion or breach of airfield

or sterile area security. Airport Authority shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA Part 1544, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

### 13. Right of Entry

a. Any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Airport Authority.

b. Further, any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, or the like to the Executive Director for any leased premises of Operator on the Airport, or accept responsibility and hold Airport Authority harmless for possible damage to such leased premises as a result of a forced entry by Airport Authority representatives in responding to an emergency.

### 14. Termination

Upon the expiration or other termination of a Lease or License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

### 15. Assignment

All covenants, stipulations and provisions in a Lease or License shall extend to and bind the Operator's legal representatives, successors and assigns.

This Lease or License may not be assigned, without the prior written consent of the Salina Airport Authority, which shall be exercised in the Salina Airport Authority sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the Salina Airport Authority, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the Salina Airport Authority written consent.

As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Operator, (iii) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation

of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Airport Authority consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Salina Airport Authority, the State of Kansas, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

**ATTACHMENT 2:**  
**Minimum Insurance Requirements**

Salina Regional Airport  
For Commercial Aeronautical Activities

*Note: In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the Airport Authority under the **Kansas Tort Claims Act**, (K.S.A. \$500,000) whichever is greater.*

**Fixed Base Operator (FBO)**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Comprehensive Public Liability and Property Damage (Premises)** - \$500,000 per occurrence of combined single limit bodily injury and property damage.

**Hangar Keeper's Liability** - \$1,000,000 for each aircraft and 2,000,000 each loss.

**Products & Completed Operations Liability** - \$2,000,000 per occurrence.

**Environmental Liability** - \$1,000,000

**Retail Self Service Fueler (RSFO)**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Comprehensive Public Liability and Property Damage (Premises)** - \$500,000 per occurrence of combined single limit bodily injury and property damage.

**Hangar Keeper's Liability** - \$1,000,000 for each aircraft and 2,000,000 each loss.

**Products & Completed Operations Liability** - \$2,000,000 per occurrence.

**Environmental Liability** - \$1,000,000

**Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propeller, Instruments, Accessories, etc.)**

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Products & Completed Operations Liability for Repairs & Services and Parts not Installed** - \$1,000,000 per occurrence.

**Hangar Keeper's Liability** – \$1,000,000 for each aircraft and 2,000,000 each loss.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Specialized Commercial Flying Services SASO**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Flight Training SASO**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Aircraft Sales SASO (New and/or Used)**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Products & Completed Operations Liability for Sale of Aircraft** - \$2,000,000 per occurrence.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Aircraft Airframe & Engine Repair & Maintenance SASO**

**Premises Liability (hangar operation)** - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

**Products & Completed Operations Liability for Repairs & Services and Parts not Installed**  
- \$2,000,000 per occurrence.

**Hangar Keeper's Liability** – \$1,000,000 for each aircraft and 2,000,000 each loss.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Aircraft Rental SASO**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Air Charter & Air Taxi SASO**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

### **Flying Club SASO**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.



## **Multiple Commercial Activities**

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

### **Air Carrier**

**Aircraft Liability** - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

**Premises Liability** - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

**Hangars Keepers Liability** – If applicable, while in care, custody and control \$1,000,000 for each aircraft and 2,000,000 each loss.

**Motor Vehicle Liability** – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

**ATTACHMENT 3:**  
**APPLICATION PROCESS**

# SLN License/Lease Application Process

*This is a general guide to the application process. The Salina Airport Authority may deviate from this process as needed from time to time.*



**ATTACHMENT 4:**  
**APPLICATION FOR BUSINESS LICENSE**

<p><b>Application For Business License</b> Salina Regional Airport</p>		
<b>1</b>	<p><b>Contact Information</b></p>	
	<p>Business Name: _____</p>	
	<p>Doing Business As: _____</p>	
	<p>Address: _____</p>	
	<p>Phone: _____</p>	<p>Fax: _____</p>
<b>2</b>	<p><b>Responsible Party: Business Owner/Partners</b> (if a corporation, skip this step and proceed to 3)</p>	
	<p>Owner/Partner Name</p>	<p>% Owned</p>
	<p>_____</p>	<p>_____ %</p>
	<p>_____</p>	<p>_____ %</p>
	<p>_____</p>	<p>_____ %</p>
	<p>_____</p>	<p>_____ %</p>
	<p>(Use additional sheet if necessary to completely ans ver.)</p>	
<b>3</b>	<p><b>Responsible Party: Corporation</b> (include officers, directors, and owners of more than 15% corporate stock----skip to 4 if not a corporation)</p>	
	<p>Total Number of Shares: _____</p>	
	<p>Officer/Director/Owner Name</p>	<p>Shares Owned</p>
	<p>_____</p>	<p>_____</p>
	<p>_____</p>	<p>_____</p>
	<p>_____</p>	<p>_____</p>
	<p>_____</p>	<p>_____</p>
	<p>(Use additional sheet if necessary to completely ans ver.)</p>	
<b>4</b>	<p><b>Business License Requested</b> (Category from Minimum Standards)</p>	
	<p>_____</p>	
	<p>_____</p>	
<b>5</b>	<p><b>Description of Services in Detail and Method to be Employed</b></p>	
	<p>_____</p>	
	<p>_____</p>	
	<p>_____</p>	
	<p>_____</p>	
	<p>_____</p>	
	<p>_____</p>	
	<p>(Use additional sheet if necessary to completely ans ver.)</p>	

**6 Description of Facility** (Include Size, Type Building, Intent to Lease or Build, Location and Amount of Land to be Leased---- All must comply with Airport's current FAA-approved ALP)

(Use additional sheet if necessary to completely answer.)

**7 Proposed Date of Commencement of Business**

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

**8 Employment Information**

Number of Employees/New Jobs Created: \_\_\_\_\_

Anticipated Salary Ranges of Employees: \_\_\_\_\_

**9 Names and Qualifications of Key Personnel**

Name	Qualifications
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

**10 Proposed Hours of Operation**

\_\_\_\_\_  
\_\_\_\_\_

**11 Number and Types of Aircraft to be Provided/Maintained** (as applicable)

Aircraft Type	Quantity
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

**12 FAA Certificates and Licenses Held for Proposed Activities**

Certificate Type	Certificate Number
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

**13 Insurance** (List All Insurance Coverage Applicable----- Must meet Minimum Insurance Requirements Contained in Minimum Standards)

Are the Salina Airport Authority and City of Salina named as Additional Insured?

Yes

No

(Please Mark One)

Insurance Coverage

Limits of Liability

(Use additional sheet if necessary to completely answer.)

**14 Documents that Must Be Attached**

**The following documents at a minimum must accompany the submittal of this Application.**

**Failure to attach may cause Application to be incomplete and not considered.**

- 1) Corporate Financial Statements
- 2) Banking References
- 3) Personal Financial Statements for Previous Two (2) Years  
(If a family owned business of no previous corporate financial history available, or at the discretion of the Authority)
- 4) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations  
(Include cash flow and a profit and loss projection for the first five years of the proposed operation)
- 5) Disclosure of Sources and Terms of Financing

**15 All commercial activities conducted on the Salina Regional Airport require an approved Business Lease or License.**

**Any information furnished in this application which is prominently marked on each page as "confidential" by the applicant shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under the provisions of K.S.A. 45-215 et. seq., the Kansas Open Records Act.**

**All questions and comments should be directed to the Executive Director.**

**Salina Airport Authority  
3237 Arnold  
Salina, Kansas 67401  
Phone: (785) 827-3914**

**A MOTION TO RECESS FOR AN EXECUTIVE SESSION  
OF THE BOARD OF DIRECTORS FOR THE SALINA AIRPORT AUTHORITY**

Mister Chairman, I move to recess the Open meeting for an Executive Session for twenty (20) minutes for the purpose of

1. Discussing matters of non-elected personnel for the reason that public discussion would violate the individuals' privacy rights.

The Open meeting shall resume in Hangar 600, 2<sup>nd</sup> Floor Conference Room at \_\_\_\_\_ a.m. (Twenty (20) minutes after the start of the Executive Session.)