



EXECUTIVE DIRECTOR

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DATE: January 13, 2017
TO: SAA Board of Directors
FROM: Tim Rogers and Shelli Swanson
SUBJECT: **January 18, 2017 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 final draft of amendments to the Airport Authority's rules and regulations and commercial minimum standards for the Salina Regional Airport will be considered at the meeting. In addition, the board members will consider proposed lease terms with the General Services Administration for the TSA's offices at the M.J. Kennedy Air Terminal.

An executive session of the Airport Authority board of directors is on the agenda. The executive session will be for the purpose of discussion confidential data relating to financial affairs or trade secrets of a corporation. Board of directors' action is not expected following the executive session.

Please note the following agenda comments.

Agenda Item #5 – Review of Airport Activity and Financial Reports for the Month Ending December 31, 2016 (Rogers and Swanson)

50 Years Ago – January, 1967 (Rogers)

The Airport Authority board of directors approved the sale of \$790,000 in General Obligation Bonds to fund the purchase of surplus real estate from the United States of America. The real estate purchased totaled 1,600 acres of land of which 650 acres was subsequently sold to the City of Salina for the current solid waste landfill site.

Airport Activity – Air Traffic (Rogers)

The December 2016 air traffic count decreased 30% to 4,948 total operations as compared to the December 2015 total of 7,101. For calendar year 2016 a total of 77,111 operations were recorded which is 20% less than the calendar year, 2015 total of 96,350. The vast majority of the year to year decrease was in local operations which are typically small aircraft training flights. The bright spot was an increase in both GA and military itinerant aircraft which are typically jet aircraft operations.

Airport Activity – Fuel Flowage (Rogers)

December 2016 fuel flowage (182,062 gallons) increased by 104% as compared to the December 2015 total of 89,277 gallons. The increase was a pleasant surprise made possible by year end air cargo and military flights. For calendar year 2016 fuel flowage (1,860,912 gallons) is down 25% as compared to the calendar year 2015 total of 2,47,603 gallons.

Airport Activity – Passenger Counts (Rogers)

December 2016 marked Great Lakes' sixth, full month of nonstop Denver flights. The air carrier recorded 1,321 total passengers which was an 18% increase as compared to the November 2016 total of 1,112. Our target for total passengers per month is 1,600. For the January 2017 total passenger count we will see a seasonal drop back to the 1,100 level.

Financial Reports – Comments and Notes (Swanson)

We've been busy with our usual year end activity in order to bring you the preliminary December 31, 2016 financial statements. In addition to working on tax and informational returns, W-2s, 1099s and other year-end activity, we've been adjusting year end accruals applicable to net operating income such as accrued wages and payroll, prepaid insurance, dues and subscriptions, and property tax. Year-end work remaining includes the final depreciation schedule and calculation, verification of long-term debt interest expense and accrual worksheets and bond issue costs. And, we anticipate a few invoices for work that was done in December that will trickle in between now and the end of January. As is our usual procedure, we will highlight any significant changes from the preliminary statements to the final audited statements.

Total operating revenue arrived 3% over budget or \$57,891. As compared to 2015, operating income was ahead 4% or \$77,498. Total operating expenses came in over budget 3% or \$49,088, and like operating income, came in 4% more than 2015. Total net operating income before depreciation arrived at \$37,805 or \$8,803 better than projected.

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

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

Salina Airport Authority Account QuickReport As of December 31, 2016

Type	Date	Num	Name	Memo	Split	Amount	Balance
Cash in Bank - Bond Funds							27,688.03
UMB Series 2015-A Proj Fund							27,688.03
Check	12/16/2016	1045	Sunflower Bank	Payment to Keith consolidated Industries, Inc. (Pax Boarding Ramp)	SFB - Cash mgmt	-13,050.00	14,638.03
Bill Pmt -Check	12/23/2016	1046	Nex-Tech Commu...	FIDS display	Accounts payable	-320.00	14,318.03
Check	12/31/2016			Service Charge	Other administrative...	-12.00	14,306.03
Deposit	12/31/2016			Interest	Interest income on d...	0.94	14,306.97
Total UMB Series 2015-A Proj Fund							-13,381.06
Total Cash in Bank - Bond Funds							-13,381.06
TOTAL							-13,381.06

Salina Airport Authority Account QuickReport As of December 31, 2016

Type	Date	Num	Name	Memo	Split	Amount	Balance
Cash in Bank - Bond Funds							616,565.75
108-FBK Imp Fund Temp Note 2016							616,565.75
Bill Pmt -Check	12/23/2016	1010	APAC-Kansas, In...		Accounts pa...	-535,235.50	81,330.25
Bill Pmt -Check	12/23/2016	1011	Jviation, Inc.		Accounts pa...	-50,103.68	31,226.57
Deposit	12/31/2016			Interest	Interest incom...	98.86	31,325.43
Total 108-FBK Imp Fund Temp Note 2016							-585,240.32
Total Cash in Bank - Bond Funds							-585,240.32
TOTAL							-585,240.32

**FAA grant funds in the amount of \$573,638 was received on 1-4-17 and deposited into the above project fund (FBK Imp Fund Temp Notes 2016) representing the FAA's portion of the Taxiway Echo final progress payments of 2016.

Financial Reports – Accounts Receivable Past Due 31 days or more as of January 13, 2017 (Swanson)

<u>Account</u>	<u>Amount</u>	<u>Days</u>	<u>Comments</u>
Terry Belcher	\$428	31>90	T-hangar rental
KSARNG	\$7,834	>90	Ramp repairs

Agenda Item #6 – Approval of Revised and Updated Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activity at the Salina Regional Airport (Rogers & Swanson)

Enclosed is a track changes version of the revised Airport Rules and Regulations and Commercial Minimum Standards for the Salina Regional Airport. The adoption of rules and regulations in conjunction with commercial minimum standards meets Federal Aviation Administration regulatory and compliance requirements. The proposed revisions address the following:

- Update definitions
- Provide for the use of service animals at the M. J. Kennedy Air Terminal
- Add provisions for commercial unmanned aerial systems (UAS) operations and businesses at the Salina Airport
- Delete conflicting language concerning the possession of firearms on Airport property

Following Airport Authority board of directors' approval, the revised Airport Rules and Regulations will be presented to the Salina City Commission for review and approval. The Airport Rules and Regulations and Commercial Minimum Standards were last updated in 2008.

Recommendation – Approval of the proposed revisions to the Airport Rules and Regulations and Minimum Standards for commercial Aeronautical Activity at the Salina Regional Airport.

Agenda Item #7 – Review of Proposed Lease Terms with the General Services Administration for Transportation Security Administration Office Space at the M. J. Kennedy Air Terminal (Rogers and Swanson)

The Salina Airport Authority has presented the following lease terms to the General Services Administration for approximately 620 sq. ft. of office space located at the M.J. Kennedy Air Terminal Bldg. The space is located just to the south of the Terminal lobby restrooms and north of the Hertz offices and is comprised of 2 offices and 1 small break room.

Initial Lease Term: Lease years 1-3
Rental Rate: \$1,075 per month or \$12,900 per year
Rate per/sq. ft./year: \$20.80/SF/Year (Base Rent \$13.05 – Operating Costs \$7.75)

Renewal Term: Lease years 4-5
Rate per/sq. ft./year: Base Rent - \$13.65/SF/Year plus Operating Costs based on revised annual cost of services and utilities.

The SAA will provide and contract for the following services and utilities: electricity, heat, water, snow removal, trash removal, chilled drinking water, HVAC, toilet supplies & cleaning, janitorial services and supplies, grounds maintenance, window washing, carpet cleaning, painting, and pest control.

The GSA has also provided the SAA with the TSA's physical security statement of work for the above offices.

The GSA has requested a cost proposal from the SAA for the build out of this work. The SAA received bids per the supplied scope of work and the GSA has determined that the bids are reasonable and has notified the SAA that funding is available for the build out. The total cost of the physical security build out is \$41,319.88. The SAA will be reimbursed by the GSA in a lump sum payment upon construction completion and it is not part of the rental rates above.

Recommendation: Approval of proposed leased terms and authorization for an officer of the Salina Airport Authority Board of Directors to sign a GSA Lease Offer and Lease Agreement according to such terms.

Staff Reports

- **Kenny Bieker**

AIP Project No. 36 – Taxiway Echo and Alpha Construction

This project is scheduled to start back up in the spring of 2017 when weather permits. As you know the demolition, earthwork and lighting portion of the project was completed in the fall of 2016.

17-35 Slurry Seal

This project will occur in 2017. The project will include the full 150' width by 7500' long on the south end of runway 17-35. We have again contacted KDOT to discuss KAIP eligibility. If eligible KAIP grant funds would help fund the project.

AIP Project No. 38 – Taxiway Bravo Construction

The design for taxiway bravo construction has been completed. We are now going to advertise for bids on the project which will be due in early spring of 2017 and construction is tentatively scheduled for late summer or early fall to begin.

- **Kasey Windhorst**

SAA Staff

Jonathan Fry has accepted the full-time Maintenance, Operations and Aircraft Rescue and Firefighting (ARFF) Technician position with the Salina Airport Authority. Jon previously worked for the SAA as a part-time Operations Specialist. His previous operations experience and ARFF training will make him a great addition to the SAA team.

Elliot Rogers was selected for the spring 2017 airport management internship with the Salina Airport Authority. Elliot has a background in aviation and previous leadership experience. He is a senior at Kansas State Polytechnic and will graduate in May 2017. We are looking forward to having him on board.

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

HANGAR
600

ARNOLD COURT
ARNOLD AVENUE

GENERAL JIM ROAD

SUTHERLAND ROAD

SUMMERS ROAD

SCHILLING ROAD

SCANLAN AVENUE

CENTENNIAL ROAD

CENTENNIAL ROAD

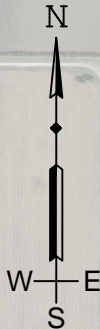
MAGNOLIA ROAD

0.8 Miles

1.2 Miles

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

0.77 Miles



EXIT 90

EXIT 89

INTERSTATE I-135

SALINA AIRPORT AUTHORITY REGULAR BOARD MEETING

**Wednesday, January 18, 2017
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 December 21, 2016 regular board meeting. (Vancil)
5. Review of airport activity and financial reports for the month ending December 31, 2016. (Rogers & Swanson)
6. Approval of Revisions to the SAA's Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activity at the Salina Regional Airport. (Rogers & Swanson)
7. Review of proposed lease terms the General Services Administration for office space at the M. J. Kennedy Air Terminal. (Swanson)

Directors' Forum (Vancil)

Visitor's Questions and Comments (Vancil)

Staff Reports (Rogers)

Announcements (Rogers)

Executive Session (Vancil)

8. An executive session for the purpose of discussing confidential data relating to financial affairs or trade secrets of a corporation. (Vancil)

Adjournment (Vancil)



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
DIRECTORS OF THE SALINA AIRPORT AUTHORITY
DECEMBER 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 Maes, Neuschafer (via conference call), Platten, and Weisel 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 Assistant Catarino Porras and Board Attorney Greg Bengtson. Luci Larson, County Commission; Mitch Robinson, Salina Community Economic Development Organization; 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 November 16, 2016 regular board meeting. Director Platten moved, seconded by Director Maes, to approve the minutes of the November 16, 2016 regular board meeting. Motion passed unanimously.

50 Years Ago

The Airport Authority board of directors discussed the purchase of surplus property from the United States for future airport industrial center growth and development.

Airport Activity and Financial Reports

Executive Director Rogers reported on airport activity for the month of November 2016. Air traffic decreased to 5,458 operations during the month of November 2016 as compared to 8,753 during November 2015. The 38% decrease in total operations is due to fewer local operations which are primarily pilot training flights. Fuel flowage for the month of November 2016 decreased by 32% compared to the same period last year. Avflight reported a total of 100,764 gallons of fuel sold during the month of November 2016 as compared to a total of 147,853 gallons during November 2015. SAA staff and Avflight Salina will be focusing on increasing itinerant traffic during the 2017 calendar year. Rogers commented on the ARGUS TRAQPak data report that projects a 4 to 4.5% increase in business aircraft use during 2017. Rogers commented on enplanements for the month of November 2016. Great Lakes recorded 1,122 total enplaned/deplaned passengers during the month. The target number for total passengers is 1,600 per month.

Director of Administration and Finance Swanson reported on the financials for the month ending November 30, 2016. Total operating income arrived at 2% over budget or \$31,557 at the end of November. Total administrative expenses arrived right on target while total operating expenses are slightly under projections by a total of \$616. Swanson reviewed the statement of net assets and capital expenditures related to the bond fund. The second progress payment was made to APAC and Aviation for AIP-36. Total net income before depreciation at the end of November reached \$82,132. Chairman Vancil directed staff to file the financials for audit.

Long McArthur, Inc. Airport Use Agreement

Executive Director Rogers reported on the increased need for rental cars at the Salina Regional Airport due to upcoming military exercises and Denver air service. The proposed two-year agreement with Long McArthur includes an annual \$200 facility fee and airport rental fees in the amount of 10% of all gross revenue derived from rental operations conducted at the airport. Director Weisel moved to approve the Airport Use Agreement with Long McArthur, Inc. effective January 1, 2017, seconded by Director Platten. Motion passed unanimously.

SAA's 2017 Operating Plan and Budget Report.

Executive Director Rogers reviewed the 2017 Operating Plan priorities. Rogers commented on the need to add Kansas State University Polytechnic's Applied Aviation Research Center (AARC) facility improvements as a special project. Rogers discussed the staffing plan for 2017 and commented on the need to add one additional maintenance employee and a full-time administrative assistant. Director Maes moved to approve the Airport Authority's 2017 Operating Plan and Budget Report, seconded by Director Weisel. Motion passed unanimously.

Staff Reports

- Office Manager Windhorst commented on the Candy Canes and Airplanes event that was held on December 3, 2016 at hangar 600. Over 840 people attended the event that was hosted by Kansas State University Polytechnic and Salina Airport Authority.

Upon a motion duly made, the meeting adjourned at 8:48 A.M.

Minutes approved at the January 18, 2017 Board Meeting.

Secretary

(SEAL)

SALINA AIRPORT AUTHORITY

AIRPORT ACTIVITY REPORT

2016

AIR TRAFFIC/ATCT

December, 2016	4,948 Operations
	731 Instrument Operations
	483 Peak Day
December, 2015	7,101 Operations
	563 Instrument Operations
	621 Peak Day
January 2016 - December 2016	77,111 Operations
January 2015 - December 2015	96,350 Operations
January 2014 - December 2014	91,101 Operations

FUEL FLOWAGE

December, 2016	182,062 Gallons
December, 2015	89,277 Gallons
January 2016 - December 2016	1,860,912 Gallons
January 2015 - December 2015	2,487,603 Gallons
January 2014 - December 2014	1,971,061 Gallons

		Avflight	
		Military/Gov't	Self-fuel
KSU-S	Avflight Salina	Portion	Station Portion
8,546	173,516	91,502	524
10,018	79,259	7,524	499
118,194	1,742,718	678,398	9,797
133,140	2,354,463	726,981	9,465
121,988	1,847,441	933,709	10,660

Great Lakes

ENPLANEMENTS

DEPLANEMENTS

TOTAL

December, 2016	692 Passengers
December, 2015	80 Passengers
January 2016 - December 2016	3,259 Passengers
January 2015 - December 2015	1,124 Passengers
January 2014 - December 2014	2,138 Passengers

629 Passengers

1,321

ENPLANEMENTS - Charter Flights

December, 2016	0 Passengers
December, 2015	0 Passengers
January 2016 - December 2016	624 Passengers
January 2015 - December 2015	8,955 Passengers
January 2014 - December 2014	260 Passengers

TOTAL ENPLANEMENTS - Scheduled Flights & Charter Flights

December, 2016	692 Passengers
December, 2015	80 Passengers
January 2016 - December 2016	3,883 Passengers
January 2015 - December 2015	10,079 Passengers
January 2014 - December 2014	2,398 Passengers

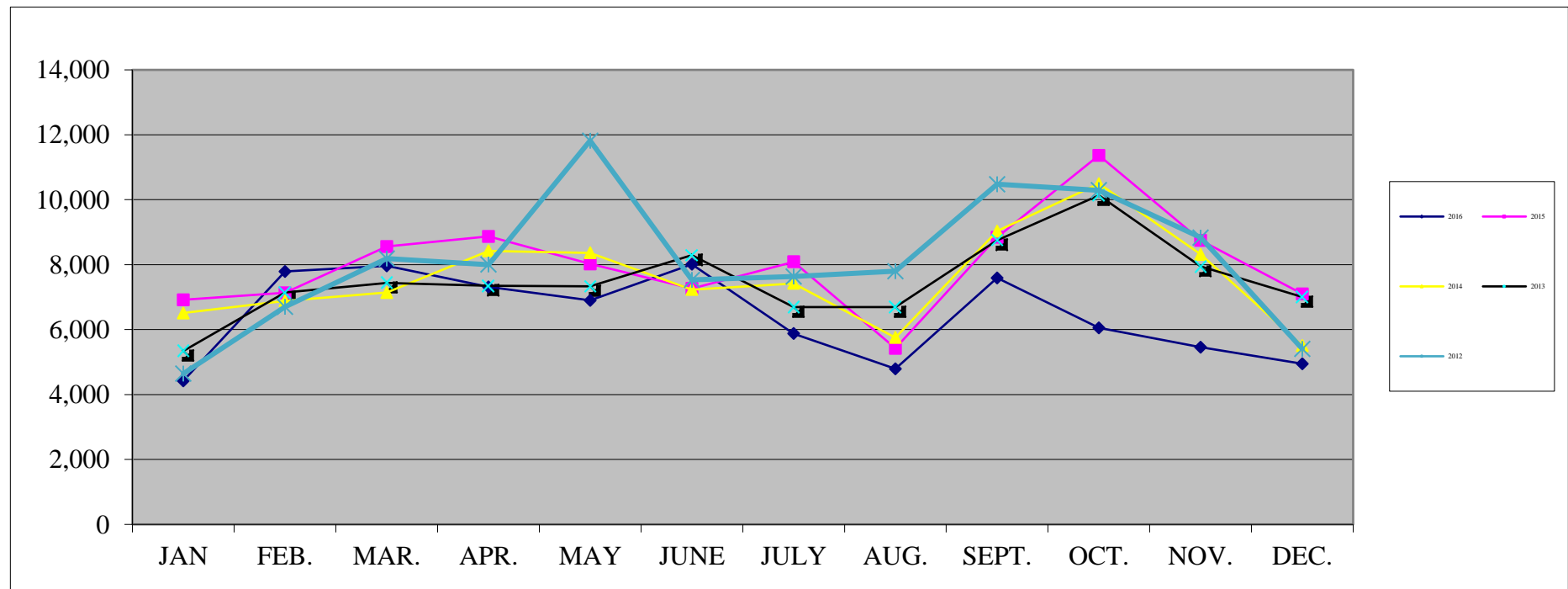
AIRPORT TRAFFIC RECORD

2015 - 2016

	ITINERANT					LOCAL			
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	Total Operations
2016									
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	3	2,275	902	186	3,366	2,530	156	2,686	6,052
November, 16	2	1,984	786	186	2,958	2,390	110	2,500	5,458
December, 16	26	1,625	674	159	2,484	2,316	148	2,464	4,948
Totals January - December	395	21,148	10,449	2,418	34,410	39,480	3,221	42,701	77,111
2015									
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	186	2,548	1,018	189	3,941	7,230	196	7,426	11,367
November, 15	19	1,967	694	160	2,840	5,745	168	5,913	8,753
December, 15	4	1,722	590	105	2,421	4,556	124	4,680	7,101
Totals January - December	766	22,981	9,425	2,069	35,241	57,698	3,411	61,109	96,350
Difference	-371	-1,833	1,024	349	-831	-18,218	-190	-18,408	-19,239
YTD % Change	-48%	-8%	11%	17%	-2%	-32%	-6%	-30%	-20%

AIR TRAFFIC

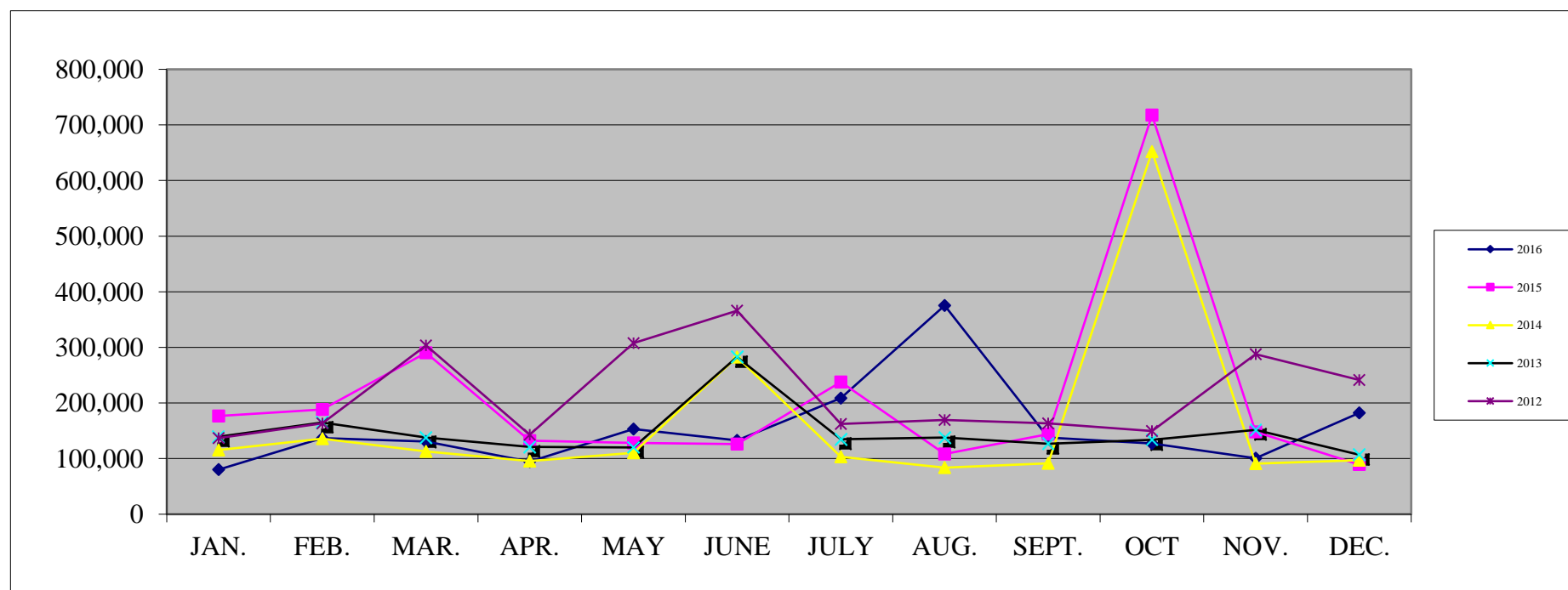
	<u>JAN</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
2016	4,422	7,789	7,962	7,312	6,898	8,011	5,877	4,789	7,593	6,052	5,458	4,948	77,111
2015	6,918	7,133	8,557	8,870	8,022	7,268	8,089	5,426	8,846	11,367	8,753	7,101	96,350
2014	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
2013	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
2012	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
2011	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
2010	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
2009	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
2008	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
2007	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
2006	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

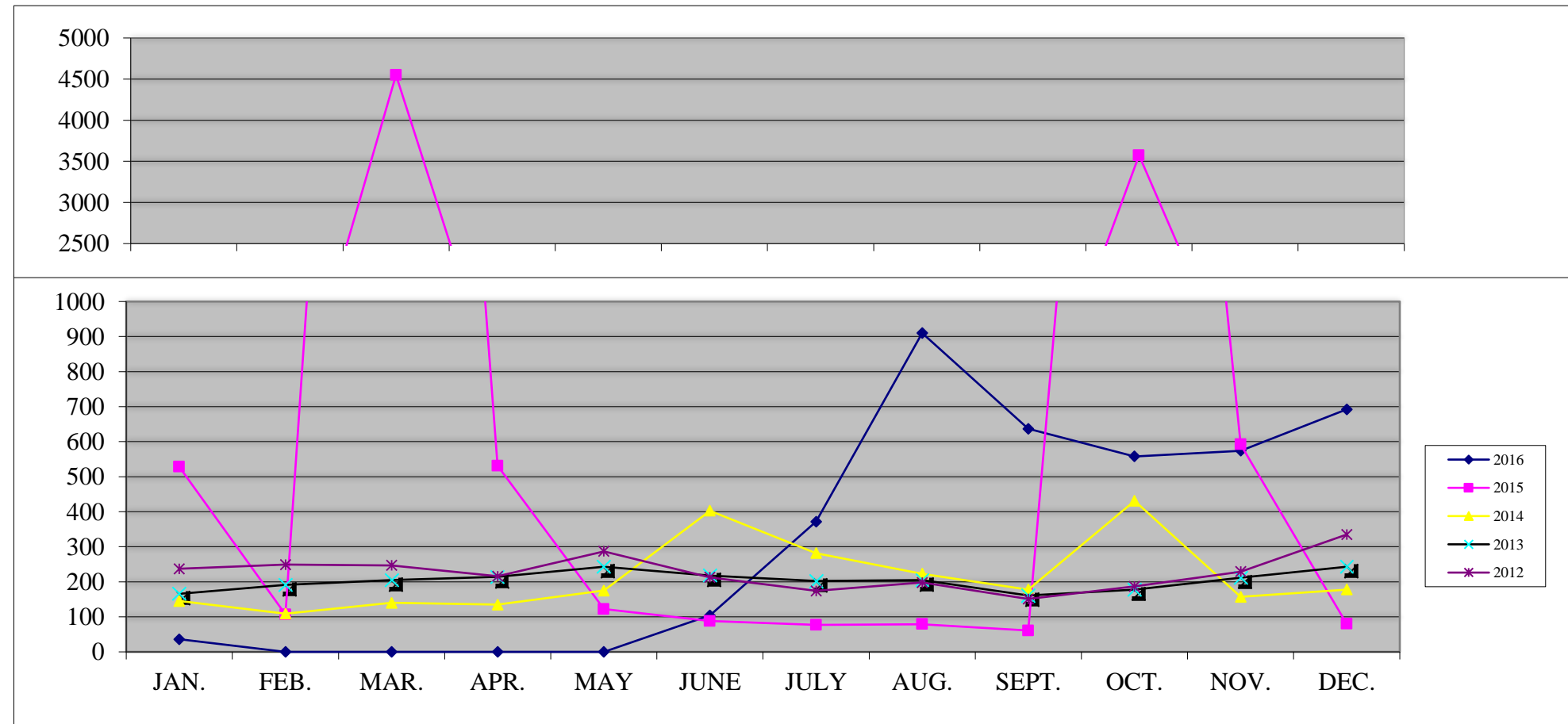
Gallons of Fuel Sold at SLN

	<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>
2016	80,221	136,763	130,990	94,673	153,410	132,964	208,846	375,330	137,906	126,983	100,764	182,062	1,860,912
2015	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
2014	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
2013	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
2012	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
2011	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
2010	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
2009	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
2008	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
2007	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
2006	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</u> <u>Adjustment</u>	<u>TOTAL</u>
2016	36	0	0	0	0	104	372	910	637	558	574	692		3,883
2015	528	107	4,550	531	122	88	77	79	61	3,574	592	80	-310	10,079
2014	145	109	140	135	175	403	282	223	178	431	157	178	-158	2,398
2013	166	191	205	214	243	218	202	205	161	178	212	243	391	2,829
2012	237	249	247	216	287	213	174	198	151	187	229	335	803	3,526
2011	146	156	205	181	254	258	261	234	225	287	264	234	152	2,857
2010	81	97	139	116	668	166	162	154	178	436	234	510	203	3,144
2009	224	227	275	223	232	210	225	242	439	190	223	129	29	2,868
2008	228	147	224	283	372	396	393	450	524	930	309	398	516	5,170
2007	109	81	133	107	185	226	221	285	241	325	679	353	1,182	4,127
2006	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 December 31, 2016

01/13/17

	Dec 31, 16	Nov 30, 16	\$ Change	Dec 31, 15	\$ Change	% Change
ASSETS						
Current Assets						
Checking/Savings						
Cash in Bank - Bond Funds	45,632	644,254	-598,621	335,426	-289,794	-86%
Cash in bank & Petty Cash-Op	127,940	455,943	-328,003	383,658	-255,718	-67%
Total Checking/Savings	173,572	1,100,197	-926,624	719,084	-545,512	-76%
Accounts Receivable						
Accounts Receivable	139,258	57,332	81,926	127,534	11,724	9%
Total Accounts Receivable	139,258	57,332	81,926	127,534	11,724	9%
Other Current Assets						
Other current assets	724,748	139,775	584,972	157,892	566,855	359%
Undeposited Funds	66,785	107	66,678	0	66,785	100%
Total Other Current Assets	791,533	139,882	651,650	157,892	633,640	401%
Total Current Assets	1,104,363	1,297,410	-193,048	1,004,510	99,853	10%
Fixed Assets						
Fixed assets at cost	83,503,003	83,413,710	89,293	82,060,832	1,442,171	2%
Less accumulated depreciation	-39,406,148	-39,185,985	-220,163	-36,764,198	-2,641,950	-7%
Total Fixed Assets	44,096,855	44,227,724	-130,869	45,296,634	-1,199,779	-3%
Other Assets						
Other assets	26,348	28,348	-2,000	0	26,348	100%
Total Other Assets	26,348	28,348	-2,000	0	26,348	100%
TOTAL ASSETS	45,227,566	45,553,483	-325,917	46,301,144	-1,073,578	-2%
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts payable	116,231	647,312	-531,081	91,688	24,544	27%
Total Accounts Payable	116,231	647,312	-531,081	91,688	24,544	27%
Credit Cards						
Sam's Club Discover	0	-615	615	-561	561	100%
Total Credit Cards	0	-615	615	-561	561	100%
Other Current Liabilities						
Accrued debt interest payable	321,194	241,310	79,883	319,615	1,579	1%
Debt, current portion	1,065,000	1,109,894	-44,894	1,109,894	-44,894	-4%
Deferred Mill Levy revenue	-0	165,928	-165,928	0	-0	-100%
Other current liabilities	159,570	277,019	-117,449	183,545	-23,975	-13%
Total Other Current Liabilities	1,545,763	1,794,151	-248,388	1,613,053	-67,290	-4%
Total Current Liabilities	1,661,994	2,440,848	-778,854	1,704,179	-42,185	-3%
Long Term Liabilities						
Capital Lease Payable	0	0	0	55,696	-55,696	-100%
Debt - Long Term	22,425,307	22,445,445	-20,138	22,823,445	-398,138	-2%
Less current portion	-1,065,000	-1,109,894	44,894	-1,109,894	44,894	4%
Security Deposits Returnable	44,904	42,419	2,485	37,702	7,202	19%
Total Long Term Liabilities	21,405,211	21,377,971	27,241	21,806,950	-401,739	-2%
Total Liabilities	23,067,206	23,818,819	-751,613	23,511,129	-443,924	-2%
Equity						
Invested in Capital Assets net	21,651,410	21,782,279	-130,869	22,467,260	-815,850	-4%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	1,048,605	917,736	130,869	1,690,260	-641,655	-38%
Net Income	-629,655	-1,055,351	425,696	-1,457,505	827,851	57%
Total Equity	22,160,360	21,734,664	425,696	22,790,015	-629,655	-3%
TOTAL LIABILITIES & EQUITY	45,227,566	45,553,483	-325,917	46,301,144	-1,073,578	-2%

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01/13/17

Accrual Basis

Salina Airport Authority
Profit & Loss Budget Performance
December 2016

	Dec 16	Budget	\$ Over Budget	% of Budget	Jan - Dec 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
Airfield revenue									
Fuel Flowage Fees	13,819	13,063	756	106%	145,280	156,750	-11,470	93%	156,750
Hangar rent	41,948	43,356	-1,408	97%	469,826	515,000	-45,174	91%	515,000
Landing fees	1,278	450	828	284%	8,546	5,400	3,146	158%	5,400
Ramp rent	4,084	4,155	-71	98%	52,518	49,865	2,653	105%	49,865
Total Airfield revenue	61,129	61,024	105	100%	676,169	727,015	-50,846	93%	727,015
Building and land rent									
Agri land rent	0	0	0	0%	56,354	58,000	-1,646	97%	58,000
Building rents									
Short-term leasing	21,750	3,867	17,883	562%	124,484	46,408	78,076	268%	46,408
Building rents - Other	62,681	64,883	-2,202	97%	795,121	778,592	16,529	102%	778,592
Total Building rents	84,431	68,750	15,681	123%	919,606	825,000	94,606	111%	825,000
Land rent									
Basic Land Rent	6,768	7,192	-424	94%	73,374	86,199	-12,825	85%	86,199
Property tax - tenant share	-5,424	10,833	-16,257	-50%	113,739	129,996	-16,257	87%	129,996
Land rent - Other	0	0	0	0%	0	0	0	0%	0
Total Land rent	1,344	18,025	-16,681	7%	187,112	216,195	-29,083	87%	216,195
Tank rent	808	742	66	109%	9,696	8,900	796	109%	8,900
Total Building and land rent	86,582	87,516	-934	99%	1,172,768	1,108,095	64,673	106%	1,108,095
Other revenue									
Airport Marketing	22,418	0	22,418	100%	31,185	0	31,185	100%	0
ARFF Training	0	0	0	0%	0	0	0	0%	0
Commissions	1,163	1,667	-504	70%	20,315	20,000	315	102%	20,000
Other income	6,885	3,417	3,468	202%	53,564	41,000	12,564	131%	41,000
Total Other revenue	30,466	5,083	25,382	599%	105,064	61,000	44,064	172%	61,000
Total Income	178,177	153,624	24,553	116%	1,954,001	1,896,110	57,891	103%	1,896,110
Gross Profit	178,177	153,624	24,553	116%	1,954,001	1,896,110	57,891	103%	1,896,110
Expense									
Administrative expenses									
A/E, consultants, brokers	0	1,993	-1,993	0%	33,076	23,913	9,163	138%	23,913
Airport promotion	22,451	833	21,617	2,694%	44,998	10,000	34,998	450%	10,000
Bad Debt Expense	0	0	0	0%	2,191	0	2,191	100%	0
Computer/Network Admin.	1,250	833	416	150%	14,965	10,000	4,965	150%	10,000
Dues and subscriptions	2,017	1,250	767	161%	22,429	15,000	7,429	150%	15,000
Employee retirement	7,802	7,427	376	105%	64,584	66,840	-2,256	97%	66,840
FICA and medicare tax expense	6,008	6,077	-69	99%	51,886	54,690	-2,804	95%	54,690
Industrial development	0	0	0	0%	15,000	15,000	0	100%	15,000
Insurance, property	13,050	12,500	550	104%	148,354	150,000	-1,646	99%	150,000
Insurance, medical	14,986	15,750	-764	95%	164,895	189,000	-24,105	87%	189,000
Kansas unemployment tax	0	250	-250	0%	512	1,000	-488	51%	1,000
Legal and accounting	16,140	2,583	13,557	625%	31,129	31,000	129	100%	31,000
Office salaries	35,978	42,726	-6,748	84%	432,098	427,281	4,817	101%	427,281
Office Supplies	1,390	500	890	278%	8,301	6,000	2,301	138%	6,000
Other administrative expense									
Merchant Processing Fees	27	57	-31	46%	512	685	-173	75%	685
Other administrative expense - Other	582	256	326	228%	5,375	3,065	2,310	175%	3,065
Total Other administrative expense	608	313	296	195%	5,887	3,750	2,137	157%	3,750
Postage	0	250	-250	0%	1,754	3,000	-1,246	58%	3,000
Property tax expense	-247	13,750	-13,997	-2%	151,003	165,000	-13,997	92%	165,000
Special Events	0	83	-83	0%	0	1,000	-1,000	0%	1,000
Telephone	1,331	1,313	18	101%	16,318	15,750	568	104%	15,750
Training	0	667	-667	0%	1,411	8,000	-6,589	18%	8,000
Travel and meetings	430	667	-236	65%	9,805	8,000	1,805	123%	8,000
Total Administrative expenses	123,193	109,764	13,429	112%	1,220,596	1,204,224	16,372	101%	1,204,224
Maintenance expenses									
Airfield maintenance	0	1,375	-1,375	0%	33,712	16,500	17,212	204%	16,500
Airport Security	46	42	5	111%	582	500	82	116%	500
Building maintenance	17,878	3,333	14,545	536%	66,483	40,000	26,483	166%	40,000
Equipment fuel and repairs	5,637	4,417	1,220	128%	64,050	53,000	11,050	121%	53,000
Fire Services	14,500	125	14,375	11,600%	14,951	1,500	13,451	997%	1,500
Grounds maintenance	0	292	-292	0%	3,396	3,500	-104	97%	3,500
Maintenance salaries	26,717	34,598	-7,881	77%	276,395	311,384	-34,989	89%	311,384
Other maintenance expenses	1,627	1,542	85	106%	15,081	18,500	-3,419	82%	18,500
Snow removal expense	0	1,083	-1,083	0%	3,163	13,000	-9,837	24%	13,000
Utilities	23,599	18,056	5,543	131%	217,786	205,000	12,786	106%	205,000
Total Maintenance expenses	90,004	64,862	25,142	139%	695,600	662,884	32,716	105%	662,884

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Accrual Basis

Salina Airport Authority
Profit & Loss Budget Performance
December 2016

	Dec 16	Budget	\$ Over Budget	% of Budget	Jan - Dec 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Uncategorized Expenses	0	0	0	0%	0	0	0	0%	0
Total Expense	213,198	174,626	38,572	122%	1,916,196	1,867,108	49,088	103%	1,867,108
Net Ordinary Income	-35,021	-21,003	-14,018	167%	37,805	29,002	8,803	130%	29,002
Other Income/Expense									
Other Income									
Capital contributed	573,638	283,458	290,180	202%	900,171	3,401,500	-2,501,329	26%	3,401,500
Gain on sale of assets	21,400	0	21,400	100%	21,400	15,000	6,400	143%	15,000
Interest income									
Interest income on deposits	101	21	80	485%	3,383	250	3,133	1,353%	250
Total Interest income	101	21	80	485%	3,387	250	3,137	1,355%	250
Mill levy income	165,928	165,928	0	100%	2,017,014	1,991,138	25,876	101%	1,991,138
Total Other Income	761,067	449,407	311,660	169%	2,941,972	5,407,888	-2,465,916	54%	5,407,888
Other Expense									
Debt interest expense net									
Bond issue cost	0	3,750	-3,750	0%	8,329	45,000	-36,671	19%	45,000
Interest Expense on Debt	80,187	79,883	304	100%	959,152	958,600	552	100%	958,600
Total Debt interest expense net	80,187	83,633	-3,446	96%	967,481	1,003,600	-36,119	96%	1,003,600
Depreciation expense	220,163	220,163	0	100%	2,641,950	2,641,950	0	100%	2,641,950
Total Other Expense	300,350	303,796	-3,446	99%	3,609,431	3,645,550	-36,119	99%	3,645,550
Net Other Income	460,717	145,612	315,106	316%	-667,460	1,762,338	-2,429,798	-38%	1,762,338
Net Income	425,696	124,609	301,087	342%	-629,655	1,791,340	-2,420,995	-35%	1,791,340

Salina Airport Authority
Capital Additions Budget vs. Actual
As of December 31, 2016

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01/13/2017
Accrual Basis

	Dec 16	Jan - Dec 16	Annual Budget	+/- Annual Budget	% of Annual Budget
ASSETS					
Fixed Assets					
Fixed assets at cost					
Airfield					
AIP-36 Txy E Rehab Const. Ph 1	52,036	961,246	3,515,248	-2,554,002	27%
AIP-37 Txy B & E Rehab Design		38,945	50,497	-11,552	77%
Airfield Improvements					
AMP - Economic Impact Study		5,875	5,875	0	100%
Airfield Improvements - Other		17,924	15,000	2,924	119%
Total Airfield Improvements		23,799	20,875	2,924	114%
KAIP - 17/35 Slurry Seal		1,904	392,000	-390,096	0%
Total Airfield	52,036	1,025,894	3,978,620	-2,952,726	26%
Buildings & Improvements					
Building improvements					
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		11,596	20,000	-8,404	58%
Total Building improvements	0	32,963	106,500	-73,537	31%
Pumphouse 305		0	15,000	-15,000	0%
Terminal building improvements					
2015 Terminal Bldg. Remodel	13,370	292,910	259,553	33,357	113%
2nd Floor Remodel-SAA Admin Ofc	0	5,381	15,000	-9,619	36%
Total Terminal building improvements	13,370	298,291	274,553	23,738	109%
Total Buildings & Improvements	13,370	331,254	396,053	-64,799	84%
Equipment					
Communications equipment		0	2,000	-2,000	0%
Computer equipment	10,690	14,634	7,500	7,134	195%
Other Equipment		8,297	15,000	-6,703	55%
Shop equipment	10,528	10,528	10,000	528	105%
Vehicles		0	10,000	-10,000	0%
Total Equipment	21,218	33,459	44,500	-11,041	75%
Land					
Airport Indust. Cent. Imps.	2,985	10,573	15,000	-4,427	70%
Environmental					
Environmental - SAFB	40	13,841	15,000	-1,159	92%
Total Environmental	40	13,841	15,000	-1,159	92%
Nestle Site Imps.		27,151	18,500	8,651	147%
Rail Spur Imps.		0	15,000	-15,000	0%
West Beechcraft Road Imps.		0	2,500	-2,500	0%
Total Land	3,025	51,565	66,000	-14,435	78%
Total Fixed assets at cost	89,649	1,442,172	4,485,173	-3,043,001	32%

Salina Airport Authority

Significant Capital Expenditures Detail

December 2016

Type	Date	Name	Memo	Amount	Balance
Fixed assets at cost					
Airfield					
AIP-36 Txy E Rehab Const. Ph 1					
Bill	12/15/2016	Jviation, Inc.	AIP 36 - Txy E Rehab Construction	52,036.08	52,036.08
		Total AIP-36 Txy E Rehab Const. Ph 1		52,036.08	52,036.08
		Total Airfield		52,036.08	52,036.08
Buildings & Improvements					
Terminal building improvements					
2015 Terminal Bldg. Remodel					
Bill	12/02/2016	Keith Consolidated Industrie...	TW3025 - Passenger Boarding Ramp (progress payment 1 ...	13,050.00	13,050.00
Bill	12/15/2016	Nex-Tech Communications, ...	Network Labor - B120 TV (FIDS)	320.00	13,370.00
		Total 2015 Terminal Bldg. Remodel		13,370.00	13,370.00
		Total Terminal building improvements		13,370.00	13,370.00
		Total Buildings & Improvements		13,370.00	13,370.00
Equipment					
Computer equipment					
Bill	12/13/2016	Nex-Tech Communications, ...	H600 - WiFi and Internet Upgrades	10,690.14	10,690.14
		Total Computer equipment		10,690.14	10,690.14
Shop equipment					
Bill	12/16/2016	KFour, Inc.	32ft Gooseneck Low Boy Trailer	10,527.70	10,527.70
		Total Shop equipment		10,527.70	10,527.70
		Total Equipment		21,217.84	21,217.84
Land					
Airport Indust. Cent. Imps.					
Bill	12/22/2016	Helm Electric	Install 100 amp service, 4 outlets, 1 switch, and 1 light at P...	2,985.00	2,985.00
		Total Airport Indust. Cent. Imps.		2,985.00	2,985.00
Environmental					
Environmental - SAFB					
Bill	12/31/2016	Clark, Mize & Linville	Env. legal fees - December 2016	40.00	40.00
		Total Environmental - SAFB		40.00	40.00
		Total Environmental		40.00	40.00
		Total Land		3,025.00	3,025.00
		Total Fixed assets at cost		89,648.92	89,648.92
TOTAL				89,648.92	89,648.92



Rules and Regulations

(~~November 13, 2008~~ ~~January~~ ~~December~~ ~~18, 2017~~ ~~146~~)

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 therefrom 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.

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

1.23 DHS. Department of Homeland Security of the United States government.

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

1.241.25 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.

1.251.26 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.

1.261.27 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.

1.271.28 FAA. Federal Aviation Administration of the United States government.

1.281.29 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.

1.291.30 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.

1.301.31 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.

1.311.32 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.

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

1.331.34 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.

~~1.55~~1.56 **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.

~~1.56~~1.57 **Salina FD.** The City of Salina Fire Department.

~~1.57~~1.58 **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.

~~1.58~~1.59 **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.

~~1.59~~1.60 **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~~1.60.1 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~~1.60.2 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.

~~1.60~~1.61 **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.

~~1.61~~1.62 **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.

~~1.62~~1.63 **Taxilane.** The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

~~1.63~~1.64 **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.

~~1.64~~1.65 **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-certified service animalsrequired 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.~~

~~**3.123.11**~~ **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.

3.143.12 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.

3.143.13 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.

3.143.14 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.

3.163.15 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.

3.173.16 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.

3.183.17 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.

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

3.203.19 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.

3.213.20 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.

3.223.21 Through-the-Fence Activities. All "Through-the-Fence" activities may be conducted only in accordance with written agreement with the Airport AuthorityCity. No such "Through the Fence" activity shall be authorized except in strict accordance with the Authority's Minimum Standards.

3.233.22 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.

3.243.23 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.

3.253.24 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 firefighting 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

January 18, 2017

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 ~~the 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, ~~economic~~^{economic}, 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

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.](#)

| [sUAS- Small unmanned aircraft systems weighing less than 55 pounds.](#)

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 Airport
- The violation of any Environmental Law by ~~the Operator~~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 Pregualification 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 protective 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~~, 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~~five (65) 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 and sUAS), 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 Construction

6.2.1.5 Emergency Management

6.2.1.6 Public Safety Firefighting

~~6.2.1-5~~6.2.1.7 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 and sUAS 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 and sUAS operations, this SASO shall comply with all 14 CFR Part 107 operating limitations.

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

6.2.4~~6.2.8~~ In the case of UAS and sUAS operations, a FAA approved Certificate of Waiver shall be obtained for any UAS and 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~~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**, (~~Act~~, (K.S.A. 75-6105, \$500,000 or as amended)) 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)**~~**Premises Liability** - \$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

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.

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)**~~**Premises Liability** - \$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

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.

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 lease application process. The Salina Airport Authority may deviate from this process as needed from time to time.



ATTACHMENT 4:

LICENSE AIRPORT USE AGREEMENT

OR LEASE AGREEMENT

Application For Business License, [Airport Use Agreement](#) and [Lease Agreement](#)

Salina Regional Airport

1

Contact Information

Business Name: _____

Doing Business As: _____

Address:

Phone: Fax:

2

Responsible Party: Business Owner/Partners (if a corporation, skip this step and proceed to 3)

Owner/Partner Name

% Owned

Phone

[illegible]

<u></u>	<u></u>	%	<u></u>
---------	---------	---	---------

_____	_____	_____
		%

(Use additional sheet if necessary to completely answer.)

3

Responsible Party: Corporation (include officers, directors, and owners of more than 15% corporate stock----skip to 4 if not a corporation)

Total Number of Shares:

Officer/Director/Owner Name

Shares Owned

Phone

(Use additional sheet if necessary to completely answer.)

4

Business License Requested (Category from Minimum Standards)

5

Description of Services in Detail and Method to be Employed

(Use additional sheet if necessary to completely answer.)

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)										
<small>(Use additional sheet if necessary to completely answer.)</small>											
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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; text-align: left; padding-bottom: 5px;">Name</th> <th style="width: 60%; text-align: left; padding-bottom: 5px;">Qualifications</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Name	Qualifications	_____	_____	_____	_____	_____	_____	_____	_____
Name	Qualifications										
_____	_____										
_____	_____										
_____	_____										
_____	_____										
<small>(Use additional sheet if necessary to completely answer.)</small>											
10	Proposed Hours of Operation _____ _____										
11	Number and Types of Aircraft to be Provided/Maintained (as applicable) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left; padding-bottom: 5px;">Aircraft Type</th> <th style="width: 50%; text-align: left; padding-bottom: 5px;">Quantity</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Aircraft Type	Quantity	_____	_____	_____	_____	_____	_____	_____	_____
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_____	_____										
_____	_____										
_____	_____										
_____	_____										
<small>(Use additional sheet if necessary to completely answer.)</small>											
12	FAA Certificates and Licenses Held for Proposed Activities <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: left; padding-bottom: 5px;">Certificate Type</th> <th style="width: 40%; text-align: left; padding-bottom: 5px;">Certificate Number</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Certificate Type	Certificate Number	_____	_____	_____	_____	_____	_____	_____	_____
Certificate Type	Certificate Number										
_____	_____										
_____	_____										
_____	_____										
_____	_____										
<small>(Use additional sheet if necessary to completely answer.)</small>											

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? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Yes No </div>			
(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 License, Airport Use Agreement or Lease Agreement.

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 purposes of

- 1.) Discussing confidential data relating to financial affairs or trade secrets of a corporation for the reason that public discussion of that information would unfairly disadvantage the business in relation to its competitors.

The Open meeting shall resume in the Hangar 600, 2nd Floor Conference Room at _____ A.M. (Twenty (20) minutes after the start of the Executive Session).