#### EXECUTIVE DIRECTOR



3237 Arnold Ave. Salina, Kansas 67401

Telephone (785) 827-3914 • FAX (785) 827-2221 • email trogers@salair.org

**DATE:** October 16, 2020

**TO:** SAA Board of Directors

**FROM:** Tim Rogers and Shelli Swanson

**SUBJECT:** October 21, 2020 Regular Board Meeting

Transmitted with this memo are items for your review prior to Wednesday's meeting.

To accommodate social distancing recommendations, the meeting will be held in **Room 100 at Hangar H600, 2720 Arnold Ct.** Room 100 provides space for the recommended distancing of board members, staff, and visitors. A map showing the location of Hangar H600 is enclosed in your board meeting packet.

Wednesday's board meeting will focus on the following Airport Authority priorities:

- Meet financial performance goals and objectives
- Lease available Airport and Airport Industrial Center hangars and buildings
- Replace aging and obsolete equipment needed for airport operations and maintenance
- Plan for future terminal building expansion and improvements
- Rehabilitate the full length and width of Runway 17/35
- Prepare to execute the Former Schilling AFB Project cleanup management agreement

Please note the following agenda comments.

## <u>Agenda Item #5 – Review of Airport Activity and Financial Reports for the Month Ending September 30, 2020 (Rogers and Swanson)</u>

#### <u>Airport Activity – Air Traffic</u> (Rogers)

The September 2020 air traffic count increased 5% to 7,550 operations as compared to the September 2019 total of 7,187. For the year-to-date a total of 42,569 operations have been recorded which is 27% less than the September 2019 YTD total of 58,654. It appears that K-State professional pilot flight training has returned to pre-COVID 19 levels.

#### <u>Airport Activity – Fuel Flowage</u> (Rogers)

September 2020 fuel flowage totaled 128,710 gallons which was a 20% decrease as compared to the September 2019 total of 161,888 gallons. For the year-to-date, total fuel flowage of 1,801,166 gallons is down 3% as compared to the September 2019 YTD total of 1,859,571 gallons. October through December 2020 fuel flowage will benefit from scheduled military flights and aircraft flight testing.

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

For the month of September 2020, SkyWest reported 1,093 total passengers (552 enplaned and 541 deplaned) on United flights to Chicago and Denver. For the year-to-date, a total of 6,023 passengers have boarded United/SkyWest flights at SLN, a 58% decrease over the September 2019 YTD total of 14,390.

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

As we ended September, total operating income arrived 9% over budget or \$175,903. As compared to 2019, all major categories of revenue are ahead YOY with a combined increase of 10.2%. Revenue derived from Fort Riley APOE/D charter flights, Jaded Thunder and other military training activity provided a boost to fuel flowage and landing fees. Both short and long-term leasing trends continue to remain positive and we are finalizing FOL contracts for one additional exercise in November and have begun working on contracts for our scheduled spring and summer 2021 activities.

Administrative expenses ended up 4% under budget at the end of September while maintenance expenses arrived 6% under bringing total operating costs under budget 5% or \$93,868. Comparatively, operating expenses are tracking 3.09% less than 2019. YTD net operating income before depreciation reached \$322,342 at the end of September.

In other operating revenues and expenses on the profit and loss statement, the \$-2,305,610 reported in Gain/Loss on the sale of assets reflects the transfer of the 31.439 acres of Authority land to SFC Global Supply Chain, Inc. for the 400,000 sq. ft. Schwan's Food Company plant expansion at the Salina Airport Industrial Center. As the board may recall, this transaction included the transfer of 8.15 acres of Authority land, the acquisition and transfer of the Pratt Properties, Inc. land and building (17.478 acres) and the acquisition and disposition of the former K-State gymnasium, all adjacent to the existing plant and necessary for the Schwan's expansion.

As a reminder, the acquisition of the K-State gym and Pratt properties were funded largely by the issuance of the 2020-1 GO Temporary notes.

The below table represents the disbursements from the bond 2020-1 Temporary Note project fund account from Sept. 1 - Oct. 15, 2020.

alina Airport Authority							9:05 AM
ccount QuickReport							10/16/2020
Il Transactions							Accrual Basis
	Туре	Date	Num	Name	Memo	Amount	Balance
Cash in Bank-Bond Funds							
SFB- 2020-1 GO Temp Note (4199)							
	General Journal	09/01/2020	2567-36		Proceeds	2,100,000.00	2,100,000.00
	General Journal	09/01/2020	2567-37		Closing Costs - Transfer of 13.9 Acres to Schwans	-1,978.20	2,098,021.80
	General Journal	09/09/2020	2567-36		Acquisition of KSU-Gymnasium	-200,483.00	1,897,538.80
	General Journal	09/10/2020	2567-35		Acquisition of Pratt Property	-1,770,024.24	127,514.56
	Transfer	09/11/2020			CML Invoices 131608, 131607, 132079, 13208	-5,090.90	122,423.66
	Transfer	09/11/2020			KS State Treasurer - Inv. 8-24-2020	-630.00	121,793.66
	General Journal	09/15/2020	2567-38		Closing costs - 17.47 acres to Schwan's	-59,382.76	62,410.90
	Bill Pmt -Check	09/21/2020	DWR00157270	Stifel, Nicolaus & Company, Incorporated	Stifel - Inv. 51254-8M - Financial Advisor Fee	-7,350.00	55,060.90
	Bill Pmt -Check	09/22/2020	DWR00157371	Gilmore & Bell	Gilmore & Bell Inv. 8042527 Bond Counsel	-6,800.00	48,260.90
	Check	09/30/2020			Service Charge	-10.44	48,250.46
	Deposit	09/30/2020			Interest	73.26	48,323.72
	Transfer	10/05/2020			Funds Transfer - GSCF Funding for KSU Gym Acquisition	90,100.00	138,423.72
	Transfer	10/09/2020			Pratt Property Acquisition Earnest Money	-25,000.00	113,423.72
	Transfer	10/14/2020			CML Inv. 132360 SFC Property Acq. Legal Fees Inv.	-872.10	112,551.62
	Transfer	10/14/2020			State of KS Attorney General (Bond Issuance Costs) Inv. LG-20-001528	-225.00	112,326.62
Total SFB- 2020-1 GO Temp Note (4199)						112,326.62	112,326.62
Total Cash in Bank-Bond Funds						112,326.62	112,326.62
TAL						112,326.62	112,326.62

#### **Short-term leasing activity:**

On Oct. 2, the SAA leased out the remaining 2.56 acres within the 3600 Airport Road equipment storage yard to Superior Energy Services as an addendum expanding their current lease. This yard is now

occupied by 7 tenants leasing a combined total of 23.153 acres and generating \$89,412 in annual revenue. All seven tenants have come on board since 2014 when the Kansas Military Board vacated the premises utilized to rebuild military trailers. Their exiting annual rental for the same yard equaled \$58,612. The transition to a multi-tenant yard since 2014, represents a 53% increase in revenue for this asset.

On Oct. 15, the SAA executed a 6-day contract with Peterson AFB (Colorado Springs) for the leasing of portions of Hangar 606, ramp space and equipment for a contract rental of \$7,600. The hangar space and equipment will support the 302<sup>nd</sup> Airlift Wing's C-130 aircrew training at Smoky Hill Weapons Range.

#### Financial Reports – September 2020 Significant Expenditures/Payables Report Enclosed (Swanson)

#### Financial Reports – Accounts Receivable Past Due 31 days or more as of October 16, 2020 (Swanson)

Account	Amount	Days	Comments
Shane Brown	\$245	31-60	Storage Igloo Rent
Exide	\$48,040	31>90	Bldg. Rental & Utilities (pre-petition claims submitted)
Hertz	\$75	31-60	Finance Charge
Kenny's Body Shop	\$857	31-90	Storage Igloo Rent
Professional Graphics	\$103	31-60	Finance Charge

<u>Agenda Item #6 – January through September (Q3) 10-Year Trend Analysis.</u> (Rogers and Swanson) At the meeting, Shelli and I will review with the board the 2020, third quarter 10-year trend analysis that will provide insight on progress being made towards achieving Airport Authority financial goals. As reported last month we have requested a follow-up phone call with our Moody's Investors Service analyst to review the Airport Authority's financial performance through Q3 2020. The 10-year trend analysis report will be a document discussed during the call.

# <u>Agenda Item #7 – Review and Discussion of Forecasted 2021 Operating Revenues</u> (Rogers and Swanson)

At the meeting, Shelli and I will present the initial forecast of the Airport Authority's 2021 operating revenues.

### Agenda Item #8 – Approval of a Lease Agreement with Stryten, LLC for Units B and C in Building <u>B655.</u> (Swanson)

Enclosed is a copy of the lease agreement with Stryten Salina, LLC for 56,961 square feet of warehouse space (Units B and C) in building B655. Atlas Holdings acquired the Exide Technologies Salina plant, and the proposed agreement puts the warehouse space formerly leased by Exide into a lease agreement with Stryten. This past August, Atlas Holdings established Stryten Manufacturing to operate former Exide Technologies' plants, including Salina.

Lease term: Three (3) years effective October 1, 2020

Basic rental: \$9,970 per month

\$119,640 per year \$2.10 per SF per year

**Recommendation:** Approval of the proposed B655 lease agreement with Stryten Salina LLC.

## <u>Agenda Item #9 – Consideration of Bids Received for the Purchase of ARFF, Operations and Airfield Maintenance Equipment.</u> (Rogers, Swanson and Bieker)

At the September 16, 2020 board meeting, the board consensus was that staff could proceed with determining equipment needs for Airport Authority ARFF (Aircraft Rescue and Fire Fighting), airfield operations and maintenance obligations per Federal Aviation Regulation (FAR) Part 139 that governs airport operations and safety requirements. CARES Act grant funding can be used to purchase equipment associated with Part 139 compliance.

Compliance with Part 139 requirements involves the use of equipment for ARFF response, pavement and airfield lighting maintenance, airfield markings, airfield signage, snow removal and wildlife habitat management. The equipment identified for purchase will enable SAA staff to maintain Part 139 compliance. Equipment to be purchased will provided SAA ARFF, operations, and maintenance staff new capabilities and replace obsolete equipment.

The budget for the purchase of ARFF, operations, and airfield maintenance equipment was set at \$450,000. Equipment will be purchased in two groups to accommodate the workload associated with writing specifications and bidding. The remaining balance for the SAA's CARES Act grant is \$871,204. Using \$450,000 of CARES Act grant funding to purchase needed ARFF, operations, and maintenance equipment will leave a remaining grant balance of \$421,204.

#### **Group 1** equipment includes:

- (1) Skid loader plus seven (7) attachments
- (1) Skid loader pavement markings remover attachment
- (2) Commercial zero turn mowers for airfield maintenance
- (1) AFFF testing equipment to prevent the release of PFAS/PFOS
- (1) 200 lb. skid mount, dry chemical fire extinguisher to be pickup mounted
- (1) 200-gallon skid mount, water tank/pump for wildfire control to be pickup mounted

Group 1 bids are summarized later in this memo.

#### **Group 2** equipment includes:

- (4) 1/2 T pickups for airfield and building maintenance
- (2) <sup>3</sup>/<sub>4</sub> T pickups for ARFF response and airfield safety inspections
- (1) 1 T service truck for airfield and building maintenance
- (2) 20 ft. deck mowers for airfield mowing
- (2) replacement of snowplow mounting assemblies on two (2) snowplow trucks
- (15) programmable mobile radios, (5) handheld radios and ACU 1000 upgrades to enable the Airport Authority to communicate with City/County agencies that are moving to an 800Mhz system
- Miscellaneous items to include toolboxes on pickups, accessories, fittings, fire extinguishers, light bars, spotlights, and radio installations.

The Group 2 bids will be presented to the board at our November 18, 2020 meeting.

The **Group 1** bids totaled \$208,383. Below is a summary of the low bids received. Each low bid met Airport Authority specifications.

Item	Supplier	Bid
(1) Skid loader with seven (7) attachments	Bobcat	\$76,774
(1) Skid loader pavement markings remover	<b>Keystone Flatliner</b>	\$46,800
(2) Zero-turn mowers	Hometown Outdoor Power	\$31,898
(1) AFFF testing equipment	No Foam System	\$38,686
(1) 200 lb. skid mount, dry chem extinguisher	Air & Fire Systems	\$4,040
(1) 200-gallon skid mount, water tank/pump	Kimtek Corporation	\$10,185

A detailed summary of Group 1 bids will be available at the board meeting. Approval of Group 1 bids will result in a remaining budget of \$241,617 for Group 2 purchases.

**Recommendation:** Approval of the purchase of **Group 1** ARFF, operations, safety and airfield maintenance equipment at a cost not to exceed \$208,383.

<u>Agenda Item #10 – Presentation of the Terminal Area Master Plan Report.</u> (Rogers and Benson) Steve Benson with Coffman and Associates will attend the meeting to present the final draft of the terminal building requirements study. The 146-page document can be viewed at <a href="https://www.salinaairport.com/media/36478/sln-master-plan-draft-final-100520.pdf">https://www.salinaairport.com/media/36478/sln-master-plan-draft-final-100520.pdf</a>.

The report's passenger forecast was accepted by the FAA on December 20, 2019. **Appendix C, Impact of COVID-19 on Air Passenger Demand** was added at the FAA's request.

Please keep in mind that the report is not a commitment by the FAA to fund terminal building design and construction at SLN. The report is a step in the process of establishing SLN terminal building requirements, updating the SLN Airport Master Plan and making sure that SLN terminal building improvements are eligible for FAA grant funding.

The report's findings will be used to update SLN's Airport Capital Improvement Program (ACIP) that is maintained by the FAA and sets priorities for Airport Improvement Program (AIP) grant funding.

## <u>Agenda Item #11 – Review and Discussion of Runway 17/35 Rehabilitation and Funding Options.</u> (Rogers, Swanson and Bieker)

The Airport Authority's number one priority for FAA AIP grant funding is the rehabilitation of Runway 17/35. Shelli, Kenny, and I will update you on the initial discussions with Jviation concerning the scope of work identified for Runway 17/35 within the next two years. Our near-term objective is to prepare a preliminary engineer's design report that will be used to maximize FAA AIP grant funding for the Runway 17/35 rehabilitation project. To maintain the runway's current 12,300 length will require maximum FAA AIP grant funding, KDOT grant funding and Salina Airport Authority funding.

## Agenda Item #12 – Review and Approval of the Former Schilling Air Force Base Site Environmental Project Management Agreement. (Rogers and Bengtson)

The final draft (with exhibits) of the proposed **Former Schilling Air Force Base Site Environmental Project Management Agreement** can be viewed at <a href="https://salinaairportauthority-my.sharepoint.com/:b:/g/personal/kaseyw\_salair\_org/ETr2t4F98xpPmsO8GYFxP1UBFWU9U9\_EfJwvaN8ILurWnA?e=lOYzcl">https://salinaairportauthority-my.sharepoint.com/:b:/g/personal/kaseyw\_salair\_org/ETr2t4F98xpPmsO8GYFxP1UBFWU9U9\_EfJwvaN8ILurWnA?e=lOYzcl</a>. The agreement replaces the December 2012 Interlocal Agreement with the City of Salina, K-State and USD-305 that provided for the management of the RI/FS/CAD phase the Schilling Project. The new agreement provides for the financing, administering, and completing the Response Action (RA) according to a KDHE Consent and Final Order (CAFO) relating to the Former Schilling Force Base.

The 2020 management agreement is patterned after the 2012 interlocal agreement in that the governing boards of the Salina Public Entities (SPEs) will execute and manage the cleanup of Former Schilling AFB environmental contamination using funds obtained by means of a negotiated settlement with the United States and in compliance with a KDHE issued CAFO. The CEOs of the City, Airport Authority, K-State Polytechnic and USD-305 will continue to provide Schilling Project administrative oversight. Environmental engineering and consulting services will continue to be provided by Dragun Corporation.

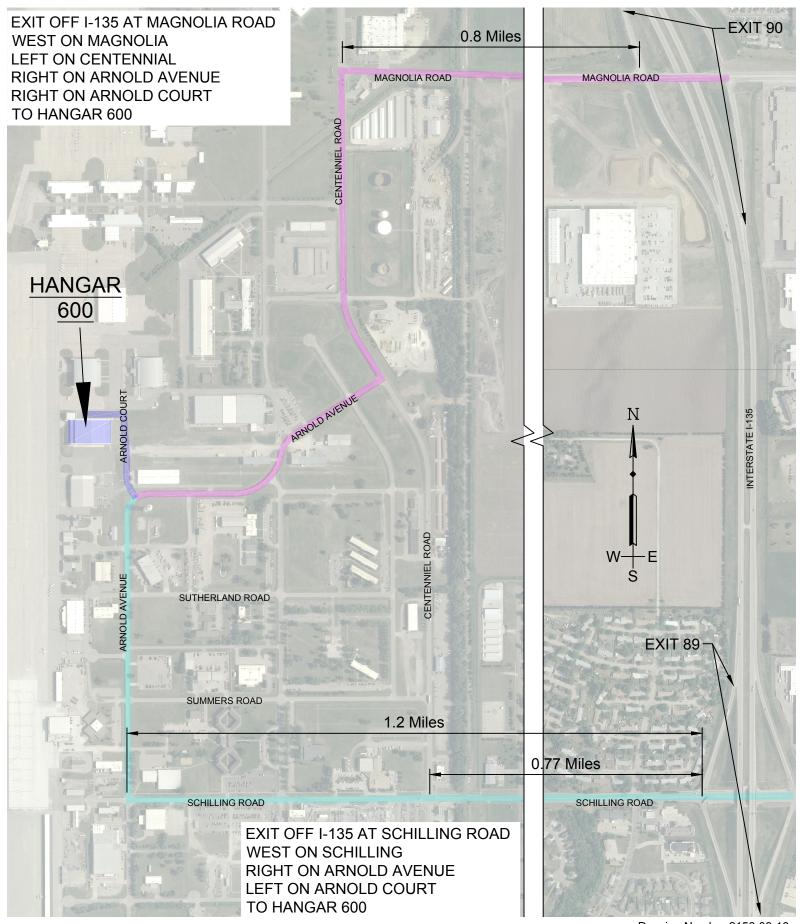
The 2012 Interlocal Agreement represented a unique level of collaboration among the SPEs and enabled the SPEs to successfully complete the RI/FS/CAD on time and under budget. I believe that both the U.S. Department of Justice and U.S. Army Corps of Engineers thought that Salina would fail on the RI/FS/CAD phase of work. We did not fail and in fact were able to set the stage for successful settlement negotiations.

The proposed 2020 Management Agreement will provide for the preparation of the Schilling Remedial Design (RD) and completion the project's Remedial Action (RA) on time and under budget.

**Recommendation:** Approval of the proposed **Former Schilling Air Force Base Site Environmental Project Management Agreement**.

Please contact me if you have any questions or comments concerning the meeting agenda.

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



#### SALINA AIRPORT AUTHORITY ANNUAL BOARD MEETING Hangar H600, First Floor Conference Room 2720 Arnold Court

#### October 21, 2020 – 8:00 AM

#### **AGENDA**

#### **Action Items**

- 1. Call to order, determine that a quorum is present and confirm that the meeting notice has been published. (Eichelberger)
- 2. Recognition of guests. (Eichelberger)
- 3. Additions to the agenda and agenda overview. (Rogers)
- 4. Approval of the minutes of the September 16, 2020 regular board meeting (Eichelberger)
- 5. Review of airport activity and financial reports for the month ending September 30, 2020. (Rogers and Swanson)
- 6. Review of the SAA's January through September 2020 (Q3) 10-year trend analysis. (Swanson)
- 7. Presentation of CY 2021 operating revenue projections. (Swanson)
- 8. Review and approval of a lease agreement with Stryten Salina, LLC for building B655 warehouse space. (Swanson)
- 9. Consideration of bids received for the purchase of airfield maintenance and operations equipment. (Swanson and Windhorst)
- 10. Presentation of the Terminal Area Master Plan for the Salina Regional Airport. (Rogers and Benson)
- 11. Review and discussion of Runway 17/35 rehabilitation and funding options. (Rogers, Swanson and Bieker)
- 12. Review and approval of the **Former Schilling Air Force Base Site Environmental Project Management Agreement**. (Rogers and Bengtson)

**Directors' Forum** (Eichelberger)

**Visitor's Questions and Comments** (Eichelberger)

**Staff Reports** (Rogers)

**Announcements** (Windhorst)

**Adjournment** (Eichelberger)







#### MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY SEPTEMBER 16, 2020 HANGAR 600 FIRST FLOOR CONFERENCE ROOM

#### Call to Order

The meeting was called to order at 8:00 AM by Chairman Alan Eichelberger. Chairman Eichelberger confirmed that a quorum was present and the meeting notice was published.

#### **Attendance**

Attendance was taken. Chairman Eichelberger, Directors Buer, Gunn, Vancil, 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; Business and Communications Manager Kasey Windhorst and Attorney Greg Bengtson. Robinson, Salina Community Economic Development Organization and Scott Hillegeist, SLN ATCT Manager were guest.

#### Additions to the Agenda

Chairman Eichelberger asked if there were any additions. Executive Director Rogers stated there were no additions.

#### **Minutes**

Chairman Eichelberger asked if the board members had additions or corrections to the minutes of the August 19, 2020 regular board meeting. Director Vancil moved, seconded by Director Gunn, to approve the minutes of the August 19, 2020 board meeting. Motion passed unanimously.

#### **Airport Activity and Financial Reports**

Executive Director Rogers reported that the Salina Air Traffic Control Tower (ATCT) recorded 7,318 operations during August 2020, which was a 32% increase compared to the same period last year. A total of 35,019 operations have occurred year-to-date which is 32% less than the August 2019 year-to-date total of 51,467. Military and flight test operations scheduled for September and October will keep the air traffic count trending upward. August fuel flowage came in at 692,613 gallons which was 7% more than the August 2019 total of 645,834 gallons. A total of 1,672,456 gallons have been delivered on the airport during 2020 which is a 1.5% decrease from the 2019 total of 1,697,683. SkyWest reported 907 total passengers (476 enplaned and 431 deplaned) during the month of August. For year-to-date a total of 5,471 passengers have boarded United/SkyWest flights at SLN which is a 57% decrease compared to the same period last year. During the month of August, total passenger enplaned (scheduled service and charter flights) passed the 10,000 level assuring SLN will continue to be categorized as a primary commercial airport and eligible for a minimum of \$1M in FAA Airport Improvement Program grant funds during fiscal year 2021.

Director of Administration and Finance, Shelli Swanson reported on the financials for the month of August 2020. Total operating income arrived at 8% over budget projections and 10.6% ahead of the same period in 2019. Total operating expenses are tracking under budget by 7% and \$53,872 less year-over-year. Net income before depreciation hit \$291,891 and is well ahead of budget and \$226,236 more than Aug. 2019. SAA's CARES Act grant reimbursements received through the end of August equals \$830,080. Swanson commented on the closing of the Lease Purchase

Agreement (LPA) with Bennington State Bank for the financing to fund the improvements at Bldg. 824, the new location for the Durham School Bus transportation facility. On the Statement of Net Assets, the \$460,000 is reported under current assets representing the escrow account holding the proceedings and the liability of the same amount is included in long-term debt. Chairman Eichelberger directed staff to file the financials for audit.

#### 10-Year Trend Analysis (January – August)

Director of Administration and Finance Swanson reviewed the 10-year trend analysis report (January – August) 2011 - 2020. Swanson reported that 2020 operating income is exceeding prior years and operating expenses compare favorable to prior years. Operating cash for 2020 has increased as compared to prior years reported on the report.

#### Schwan's Expansion Project Estimated Economic Impact Report

Executive Director Rogers commented on the highlights and provided an overview of the Estimate of the Expected Economic Impact from the Retention/Expansion of the Schwan's Facility located at the Salina Airport Industrial Center report prepared by the Docking Institute of Public Affairs, Fort Hays State University. The report measures the impact of new jobs created, jobs retained, and new construction jobs associated with the construction of the 400,000 SF plant expansion. The results of the analysis show that the retention of the existing workers and the planned construction and expansion of the Schwan's Company facility at the Salina Airport Industrial Center will have a substantial long-term impact on the local economy (Salina and Saline County) and the State of Kansas.

#### **Leasing and Prospect Activity**

Executive Director Rogers discussed Airport and Airport Industrial Center tenant and prospect activity. Over eleven new leases and Letters of Agreements have been executed resulting in an additional \$405,202 revenue annually. SAA staff is currently working with ten prospects for either long-term leasing, short-term leasing or land purchase agreements which could provide an additional \$510,000 in revenue annually.

#### Citizen Volunteer Boards and Commissions Policy of the City of Salina

Executive Director Rogers noted the Citizen Volunteer Boards and Commissions policy of the City of Salina was distributed to the Salina Airport Authority board members at the August board meeting. SAA board members signed the acknowledgment of receipt that they have received and reviewed the volunteer board documents.

#### **SCEDO Board of Directors Appointment**

Rogers noted as a founding member of the Salina Community Economic Development Organization (SCEDO) the Salina Airport Authority appoints two members of the nine member SCEDO board. SAA's first two appointments were Pete Brundgardt and Jeff Thompson. On December 18, 2019, the SAA board reappointed Pete to his final, full three (3) year term that expires on January 31, 2023. Jeff Thompson has decided to step down from the SCEDO board when his current term expires on January 31, 2021. SAA board members suggested several qualified community members to serve on the SCEDO board. Rogers will reach out to each potential board member and provide an update to the board at the October board meeting.

Upon a motion duly made, the meeting adjourned at 9:24 AM

Minutes approved at the October 21, 2020 Board Meeting.

Secretary		

(SEAL)

#### SALINA AIRPORT AUTHORITY AIRPORT ACTIVITY REPORT 2020

#### AIR TRAFFIC/ATCT

September, 2020 7,550 Operations

875 Instrument Operations

520 Peak Day

September, 2019 7,187 Operations

805 Instrument Operations

462 Peak Day

100 710 7 11

January 2020 - September 2020 42,569 Operations January 2019 - September 2019 58,654 Operations January 2018 - September 2018 49,911 Operations

#### **FUEL FLOWAGE**

September, 2020 September, 2019	128,710 161,888	
January 2020 - September	1,801,166	
January 2019 - September January 2018 - September	1,859,571 2,028,694	

		Avflight				
			Self-fuel			
	Avflight	Military/Gov't	Station			
KSU-S	Salina	Portion	Portion			
15,600	113,110	36,718	314			
11,561	150,327	55,870	285			
63,732	1,737,434	773,824	2,443			
78,927	1,780,644	884,465	4,426			
66,046	1,962,648	1,016,252	6,437			

**TOTAL** 

1,093 3,093

SkyWest Airlines	<b>ENPLANEMENTS</b>	DEPLANEMENTS		
September, 2020	552 Passengers	541 Passengers		
September, 2019	1,540 Passengers	1553 Passengers		

January 2020 - September	2020	6,023	Passengers
January 2019 - September	2019	14,390	Passengers
January 2018 - September	2018	9,666	Passengers

#### **ENPLANEMENTS - Charter Flights**

September, 2020	0 Passengers
September, 2019	0 Passengers
January 2020 - September 2020	5,288 Passengers
January 2019 - September 2019	1,264 Passengers
January 2018 - September 2018	5,025 Passengers

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

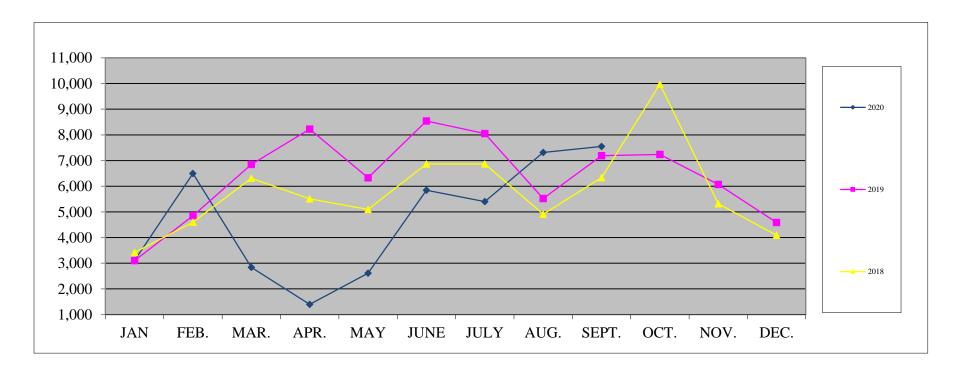
September, 2020		552	Passengers
September, 2019		1,540	Passengers
January 2020 - September	2020	11,311	Passengers
January 2019 - September	2019	15,654	Passengers
January 2018 - September	2018	14,691	Passengers

#### AIRPORT TRAFFIC RECORD 2019 - 2020

			ITINERA	NT		LOCAL			
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	Total Operations
2020	110		0.1	1,11	1 0 0001 1001010101	01111	1,11110011	10001 20001	Total Operations
January, 20	134	675	488	252	1,549	1,192	368	1,560	3,109
February, 20	125	2,095	594	222	3,036	3,196	262	3,458	6,494
March, 20	121	642	531	183	1,477	1,140	224	1,364	2,841
April, 20	131	52	410	139	732	378	288	666	1,398
May, 20	78	436	534	270	1,318	868	428	1,296	2,614
June, 20	72	1,675	751	294	2,792	2,782	272	3,054	5,846
July, 20	112	1,589	751	331	2,783	2,458	158	2,616	5,399
August, 20	153	2,047	794	1,232	4,226	2,830	262	3,092	7,318
September, 20	112	2,539	641	313	3,605	3,635	310	3,945	7,550
October, 20									
November, 20									
December, 20									
Totals January - September	1,038	11,750	5,494	3,236	21,518	18,479	2,572	21,051	42,569
2019									
January, 19	61	819	600	258	1,738	992	372	1,364	3,102
February, 19	104	1,553	555	211	2,423	2,232	197	2,429	4,852
March, 19	115	1,765	790	147	2,817	3,811	220	4,031	6,848
April, 19	104	2,112	966	232	3,414	4,608	203	4,811	8,225
May, 19	118	1,464	939	235	2,756	3,328	244	3,572	6,328
June, 19	103	2,025	968	302	3,398	4,497	646	5,143	8,541
July, 19	119	2,084	877	155	3,235	4,506	310	4,816	8,051
August, 19	133	1,272	984	700	3,089	2,169	262	2,431	5,520
September, 19	117	2,268	1,924	236	4,545	2,500	142	2,642	7,187
October, 19									
November, 19									
December, 19									
Totals January - September	974	15,362	8,603	2,476	27,415	28,643	2,596	31,239	58,654
Difference	64	-3,612	-3,109	760	-5,897	-10,164	-24	-10,188	-16,085
YTD % Change	7%	-24%	-36%	31%	-22%	-35%	-1%	-33%	-27%
Legend:	AC: Air Cai	rrier		AT: Air Ta	xi				
	GA: Genera			MI: Militar					

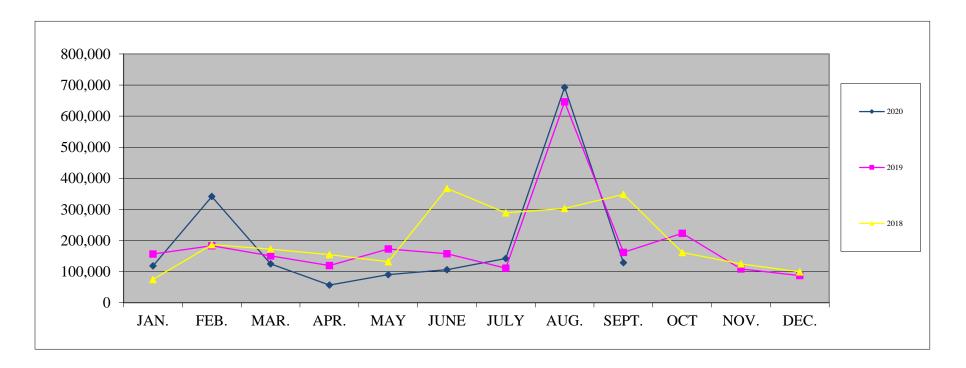
#### **AIR TRAFFIC**

	<u>JAN</u>	<u>FEB.</u>	MAR.	APR.	MAY	<u>JUNE</u>	<u>JULY</u>	AUG.	SEPT.	OCT.	NOV.	DEC.	<u>TOTAL</u>
2020	3,109	6,494	2,841	1,398	2,614	5,846	5,399	7,318	<u>7,550</u>				<u>42,569</u>
2019	3,102	4,852	6,848	8,225	6,328	8,541	8,051	5,520	7,187	7,240	6,072	4,587	76,553
2018	3,418	4,601	6,312	5,510	5,094	6,865	6,865	4,910	6,336	9,974	5,317	4,091	69,293
2017	3,539	6,598	5,329	5,340	4,253	4,338	3,613	4,717	7,081	6,177	6,062	4,094	61,141
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



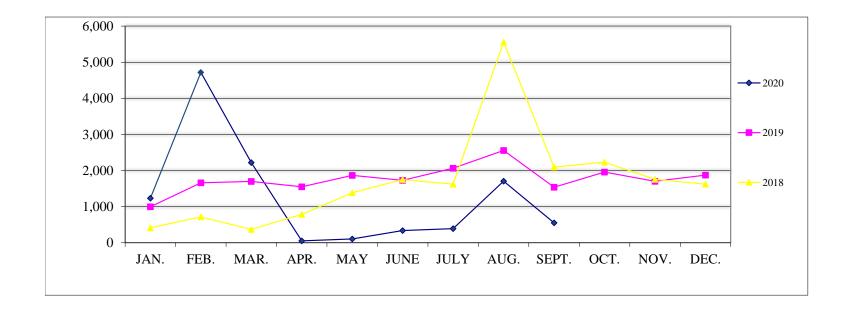
FUEL FLOWAGE
Gallons of Fuel Sold at SLN

	<u>JAN.</u>	FEB.	MAR.	<u>APR.</u>	MAY	<u>JUNE</u>	<u>JULY</u>	AUG.	SEPT.	<u>OCT</u>	NOV.	DEC.	<b>TOTAL</b>
2020	118,337	341,329	124,865	56,765	90,326	105,987	142,234	692,613	<u>128,710</u>				<u>1,801,166</u>
2019	156,531	183,334	150,881	119,745	172,835	157,376	111,147	645,834	161,888	223,382	108,525	87,182	2,278,659
2018	74,807	186,507	172,561	154,513	131,941	367,663	288,977	303,273	348,454	161,563	125,129	99,437	2,414,825
2017	115,075	588,072	203,387	149,134	143,801	211,351	160,134	126,751	418,616	172,614	200,050	133,173	2,622,158
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



#### **ENPLANEMENTS**

	JAN.	FEB.	MAR.	APR.	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	AUG.	SEPT.	OCT.	NOV.	DEC.	<b>TOTAL</b>
2020	1,232	4,716	2,219	52	105	338	392	1,705	<u>552</u>				<u>11,311</u>
2019	996	1,659	1,698	1,548	1,865	1,727	2,065	2,556	1,540	1,958	1,703	1,874	21,189
2018	414	715	370	783	1,387	1,751	1,623	5,553	2,095	2,230	1,756	1,622	20,299
2017	720	1,344	731	756	761	852	793	746	3,874	946	1,229	1,207	13,959
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	10,389
2014	145	109	140	135	175	403	282	223	178	431	157	178	2,556
2013	166	191	205	214	243	218	202	205	161	178	212	243	2,438
2012	237	249	247	216	287	213	174	198	151	187	229	335	2,723
2011	146	156	205	181	254	258	261	234	225	287	264	234	2,705
2010	81	97	139	116	668	166	162	154	178	436	234	510	2,941



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

# Salina Airport Authority Statement of Net Assets Prev Year Comparison

As of September 30, 2020

	Sep 30, 20	Aug 31, 20	\$ Change	Sep 30, 19	\$ Change	% Change
ASSETS						
Current Assets						
Checking/Savings						
Cash in Bank-Bond Funds	230,600	182,276	48,324	1,515,284	-1,284,684	-85%
Cash in bank-Operating Funds	1,104,125	853,615	250,510	203,636	900,489	442%
Cash in Bank - Mill Levy	519,500	338,120	181,380	221,666	297,834	134%
LPA - B824 Project Fund	329,408	460,000	-130,592	0	329,408	100%
Total Checking/Savings	1 2,183,633	1,834,011	349,622	1,940,586	243,047	13%
Accounts Receivable  Accounts Receivable	2 334,559	311,255	23,304	150,597	183,962	122%
	33.,533					
Total Accounts Receivable Other Current Assets	334,559	311,255	23,304	150,597	183,962	122%
Agri Land Receivable	0	56,000	-56,000	0	0	0%
Mill Levy receivable	74,942	258,580	-183,638	61,427	13,515	22%
Other current assets	142,962	149,336	-6,374	139,695	3,267	2%
Undeposited Funds	45,096	8,082	37,014	93	45,003	48,390%
Total Other Current Assets	263,000	471,998	-208,998	201,215	61,785	31%
Total Current Assets	2,781,192	2.617,264	163,928	2,292,398	488,794	21%
Fixed Assets	_,. 0 1, 102	_,5 ,20 !	. 55,525	_,,	.55,757	2.70
Fixed assets at cost	92,256,263	92,167,758	88,505	89,618,320	2,637,943	3%
Less accumulated depreciation	-49,522,213	-49,289,526	-232,687	-46,593,354	-2,928,859	-6%
Total Fixed Assets	42,734,050	42,878,232	-144,182	43,024,966	-290,916	-1%
Other Assets						
<b>Deferred OutIflow of Resources</b>	1,276,204	1,276,204	0	1,381,850	-105,646	-8%
Total Other Assets	1,276,204	1,276,204	0	1,381,850	-105,646	-8%
TOTAL ASSETS	46,791,446	46,771,700	19,746	46,699,214	92,232	0%
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts payable	3 312,296	186,198	126,098	609,444	-297,148	-49%
Total Accounts Payable	312,296	186,198	126,098	609,444	-297,148	-49%
Credit Cards	_			_	_	
Sam's Club Discover	0	1,375	-1,375	0	0	0%
VISA - Sunflower Bank, N.A S	0	1.075	1.075	-427	427	100%
Total Credit Cards	0	1,375	-1,375	-427	427	100%
Other Current Liabilities	40 400	10.000	F2 012	4.064	46 407	1 1260/
Accrued debt interest payable  Debt, current portion	42,123 1,427,350	-10,889 1,427,350	53,012 0	-4,064 1,969,153	46,187 -541,803	1,136% -28%
Debt, current portion  Deferred Agri Land Revenue	1,427,330	18,667	-18,667	1,909,133	-541,803	-28 %
Deferred Mill Levy revenue	666,877	889,169	-222,292	599,401	67,476	11%
Other current liabilities	250,867	210,078	40,789	230,045	20,822	9%
Total Other Current Liabilities	2,387,217	2,534,375	-147,158	2,794,535	-407,318	-15%
Total Current Liabilities	2,699,513	2,721,948	-22,435	3,403,552	-704,039	-21%
Long Term Liabilities	_,000,0.0	_,,	,.00	3, 100,002	,	2.73
Debt - Long Term	4 23,547,102	21,447,102	2,100,000	22,415,212	1,131,890	5%
Deferred Inflows of Resources	41,412	41,412	0	68,366	-26,954	-39%
Less current portion	-1,427,350	-1,427,350	0	-1,969,153	541,803	28%
Net OPEB Liability (KPERS)	13,338	13,338	0	11,126	2,212	20%
Net Pension Liability	632,856	632,856	0	605,630	27,226	4%
Security Deposits Returnable	75,449	75,449	0	57,653	17,796	31%
Total Long Term Liabilities	22,882,807	20,782,807	2,100,000	21,188,834	1,693,973	8%
Total Liabilities	25,582,320	23,504,755	2,077,565	24,592,386	989,934	4%
Equity						
Invested in Capital Assets net	19,186,948	21,418,316	-2,231,368	20,626,177	-1,439,229	-7%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	3,225,837	994,469	2,231,368	1,382,955	1,842,882	133%
Net Income	-1,293,659	764,159	-2,057,818	7,693	-1,301,352	-16,916%
Total Equity	21,209,126	23,266,944	-2,057,818	22,106,825	-897,699	-4%
TOTAL LIABILITIES & EQUITY	46,791,446	46,771,699	19,747	46,699,211	92,235	0%

# Salina Airport Authority Profit & Loss Budget Performance September 2020

	Sep 20	Jan - Sep 20	YTD Budget	\$ Over Budget	% of Budget	Annual Budge
inary Income/Expense						
Income						
Airfield revenue						
Fuel Flowage Fees	10,490	149,136	151,500	-2,364	98%	202,000
Hangar rent	58,648	496,811	483,750	13,061	103%	645,000
Landing fees	1,578	37,446	19,125	18,321	196%	25,500
Ramp rent	4,410	45,290	37,688	7,602	120%	50,250
Total Airfield revenue	75,126	728,683	692,063	36,620	105%	922,750
Building and land rent						
Agri land rent	28,425	65,759	42,000	23,759	157%	56,00
<b>Building rents - Long Term</b>						
Short-term leasing	24,822	252,141	228,150	23,991	111%	304,20
Building rents - Long Term - Other	80,084	650,992	596,850	54,142	109%	795,80
Total Building rents - Long Term	104,906	903,133	825,000	78,133	109%	1,100,00
Land rent						
Basic Land Rent	12,779	96,381	80,020	16,361	120%	106,69
Property tax - tenant share	10,325	92,924	92,925	-1	100%	123,90
Total Land rent	23,104	189,305	172,945	16,360	109%	230,59
Tank rent	1,167	10,473	8,978	1,495	117%	11,97
Total Building and land rent	157,602	1,168,670	1,048,923	119,747	111%	1,398,56
Other revenue						
Airport Marketing	0	60,420	52,500	7,920	115%	70,0
Commissions	349	10,507	26,325	-15,818	40%	35,1
Other income	9,365	76,184	48,750	27,434	156%	65,0
Total Other revenue	9,714	147,111	127,575	19,536	115%	170,1
Total Income	242,442	2,044,464	1,868,561	175,903	109%	2,491,4
Gross Profit	5 242,442	2,044,464	1,868,561	175,903	109%	2,491,4
Expense						
Administrative expenses						
A/E, consultants, brokers	3,500	3,500	16,125	-12,625	22%	21,5
Airport promotion	7,571	147,723	101,250	46,473	146%	135,0
Bad Debt Expense	264	264	7,500	-7,236	4%	10,0
Computer/Network Admin.	8,997	30,639	15,000	15,639	204%	20,0
Dues and subscriptions	2,092	18,504	18,000	504	103%	24,0
Employee retirement	5,285	51,192	63,375	-12,183	81%	84,5
FICA and medicare tax expense	4,328	41,820	48,891	-7,071	86%	65,1
Industrial development	0	21,000	32,250	-11,250	65%	43,0
Insurance , property	14,948	129,799	134,531	-4,732	96%	179,3
Insurance, medical	14,269	125,077	171,281	-46,204	73%	228,3
Kansas unemployment tax	166	537	750	-213	72%	1,0
Legal and accounting	479	29,544	26,250	3,294	113%	35,0
Office salaries	56,498	366,864	380,324	-13,460	96%	507,0
Office Supplies	948	4,429	4,500	-13,400 -71	98%	6,0
Office Supplies Other administrative expense	1,080	•			132%	
	1,080	10,779 737	8,156 1,875	2,623	39%	10,8° 2,5
Postage	13,823			-1,138		
	1.5 87.5	124,409	124,408	1	100%	165,8
Property tax expense		^	750	750		
Special Events	0	0	750	-750	0%	
Special Events Telephone	0 2,300	10,577	13,875	-3,298	76%	18,5
Special Events	0					1,00 18,50 5,00 12,00

		Sep 20	Jan - Sep 20	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Maintenance expenses							
Airfield maintenance		217	72,560	23,250	49,310	312%	31,000
Airport Security		0	472	3,000	-2,528	16%	4,000
Building maintenance		12,957	68,985	37,500	31,485	184%	50,000
Equipment fuel and repairs		7,751	51,007	67,875	-16,868	75%	90,500
Fire Services		318	6,036	13,875	-7,839	44%	18,500
Grounds maintenance		3,800	7,567	3,375	4,192	224%	4,500
Maintenance salaries		21,975	205,120	285,774	-80,654	72%	381,032
Other maintenance expenses		1,545	18,079	12,000	6,079	151%	16,000
Snow removal expense		0	2,413	15,000	-12,587	16%	20,000
Utilities	_	16,501	160,755	172,500	-11,745	93%	230,000
<b>Total Maintenance expenses</b>	_	65,064	592,994	634,149	-41,155	94%	845,532
Total Expense		203,630	1,722,122	1,815,990	-93,868	95%	2,421,322
Net Ordinary Income	7	38,812	322,342	52,571	269,771	613%	70,091
Other Income/Expense							
Other Income							
Capital contributed		286,670	1,302,243	2,586,363	-1,284,120	50%	3,448,484
Gain on sale of assets	8	-2,305,610	-2,305,610	1	-2,305,611	-230,561,000%	1
Interest income							
Interest income on deposits	_	89	1,616	1,350	266	120%	1,800
Total Interest income		89	1,616	1,350	266	120%	1,800
Mill levy income	_	222,292	2,001,920	2,000,631	1,289	100%	2,667,508
Total Other Income		-1,796,559	1,000,169	4,588,345	-3,588,176	22%	6,117,793
Other Expense							
Debt interest expense net							
Bond issue cost		14,375	44,885	30,000	14,885	150%	40,000
Interest Expense on Debt	_	53,012	477,106	477,106	0	100%	636,142
Total Debt interest expense net		67,387	521,991	507,106	14,885	103%	676,142
Depreciation expense		232,686	2,094,178	2,094,178	0	100%	2,792,237
Total Other Expense		300,073	2,616,169	2,601,284	14,885	101%	3,468,379
Net Other Income		-2,096,632	-1,616,000	1,987,061	-3,603,061	-81%	2,649,414
Net Income	_	-2,057,820	-1,293,658	2,039,632	-3,333,290	-63%	2,719,505

January through September 2020

Ordinary Income/Evnence	Jan - Sep 20	Jan - Sep 19	\$ Change	% Change
Ordinary Income/Expense Income				
Airfield revenue				
Fuel Flowage Fees	149,136.17	148,738.09	398.08	0.27%
Hangar rent	496,811.22	501,007.84	-4,196.62	-0.84%
Landing fees	37,446.45	27,622.63	9,823.82	35.56%
Ramp rent	45,290.00	39,805.00	5,485.00	13.78%
Total Airfield revenue	728,683.84	717,173.56	11,510.28	1.61%
Building and land rent				
Agri land rent	65,758.55	69,359.82	-3,601.27	-5.19%
Building rents - Long Term				
Short-term leasing	252,140.81	239,095.00	13,045.81	5.46%
Building rents - Long Term - Other	650,992.24	531,270.60	119,721.64	22.54%
Total Building rents - Long Term	903,133.05	770,365.60	132,767.45	17.23%
Land rent				
Basic Land Rent	96,380.93	81,877.84	14,503.09	17.71%
Property tax - tenant share	92,924.28	92,924.28	0.00	0.0%
Land rent - Other	0.00	0.00	0.00	0.0%
Total Land rent	189,305.21	174,802.12	14,503.09	8.3%
Tank rent	10,473.00	10,152.00	321.00	3.16%
Total Building and land rent	1,168,669.81	1,024,679.54	143,990.27	14.05%
Other revenue				
Airport Marketing	60,419.58	48,666.57	11,753.01	24.15%
Commissions	10,507.45	27,727.10	-17,219.65	-62.1%
Other income	76,184.17	37,059.86	39,124.31	105.57%
Total Other revenue	147,111.20	113,453.53	33,657.67	29.67%
Total Income	2,044,464.85	1,855,306.63	189,158.22	10.2%
Gross Profit	2,044,464.85	1,855,306.63	189,158.22	10.2%
Expense				
Administrative expenses				
A/E, consultants, brokers	3,500.00	26,524.00	-23,024.00	-86.8%
Airport promotion				
Air Serv. Mktg - City	3,410.54	39,257.24	-35,846.70	-91.31%
Air Serv. Mktg - County	50,000.00	5,902.26	44,097.74	747.13%
Air Serv. Mktg - SAA	90,525.44	58,822.26	31,703.18	53.9%
Airport promotion - Other	3,787.13	5,145.13	-1,358.00	-26.39%
Total Airport promotion	147,723.11	109,126.89	38,596.22	35.37%
Bad Debt Expense	264.32	2,208.95	-1,944.63	-88.03%
Computer/Network Admin.	30,639.00	16,884.92	13,754.08	81.46%
Dues and subscriptions	18,503.80	17,352.99	1,150.81	6.63%
Employee retirement	51,192.05	57,126.10	-5,934.05	-10.39%
FICA and medicare tax expense	41,820.21	43,587.67	-1,767.46	-4.06%
Industrial development	21,000.00	24,196.43	-3,196.43	-13.21%
Insurance , property	129,799.10	129,812.70	-13.60	-0.01%
Insurance, medical	125,076.76	144,299.16	-19,222.40	-13.32%
Kansas unemployment tax	537.40	569.77	-32.37	-5.68%
Legal and accounting	29,544.30	40,962.30	-11,418.00	-27.87%
Office salaries	366,863.62	361,775.15	5,088.47	1.41%
Office Supplies	4,429.35	7,078.67	-2,649.32	-37.43%
Other administrative expense	7 407 00	0.770.40	4.444.00	450 400/
Merchant Processing Fees	7,187.39	2,773.10	4,414.29	159.18%
Other administrative expense - Other	3,591.87	5,306.04	-1,714.17	-32.31%
Total Other administrative expense	10,779.26	8,079.14	2,700.12	33.42%
Payroll expenses	0.00	0.00	0.00	0.0%
Postage	736.61	1,596.63	-860.02	-53.87%
Property tax expense	124,408.53	121,968.72	2,439.81	2.0%
Special Events	0.00	1,669.04	-1,669.04	-100.0%
Telephone	10,577.40	14,224.10	-3,646.70	-25.64%
Training	4,142.95	2,100.00	2,042.95	97.28%
Travel and meetings	7,591.29	8,633.09	-1,041.80	-12.07%

	Jan - Sep 20	Jan - Sep 19	\$ Change	% Change
Maintenance expenses				
Airfield maintenance	72,560.29	25,421.08	47,139.21	185.43%
Airport Security	472.07	2,344.76	-1,872.69	-79.87%
Building maintenance	68,984.80	62,216.39	6,768.41	10.88%
Equipment fuel and repairs	51,007.44	68,164.47	-17,157.03	-25.17%
Fire Services	6,036.07	16,046.38	-10,010.31	-62.38%
Grounds maintenance	7,567.15	6,122.39	1,444.76	23.6%
Maintenance salaries	205,120.20	239,181.37	-34,061.17	-14.24%
Other maintenance expenses	18,078.97	9,932.50	8,146.47	82.02%
Snow removal expense	2,413.14	20,443.71	-18,030.57	-88.2%
Utilities	160,754.99	187,328.69	-26,573.70	-14.19%
Total Maintenance expenses	592,995.12	637,201.74	-44,206.62	-6.94%
Uncategorized Expenses	0.00	0.00	0.00	0.0%
Total Expense	1,722,124.18	1,776,978.16	-54,853.98	-3.09%
Net Ordinary Income	322,340.67	78,328.47	244,012.20	311.52%
Other Income/Expense				
Other Income				
Capital contributed				
CARES Grant 3-20-0072-041-2020	964,873.34	0.00	964,873.34	100.0%
Capital contributed - Other	337,370.00	713,925.00	-376,555.00	-52.74%
Total Capital contributed	1,302,243.34	713,925.00	588,318.34	82.41%
Gain on sale of assets	-2,305,609.94	21,262.93	-2,326,872.87	-10,943.33%
Interest income				
Interest income on deposits	1,616.29	15,555.74	-13,939.45	-89.61%
Total Interest income	1,616.29	15,555.74	-13,939.45	-89.61%
Mill levy income	2,001,919.70	1,799,206.93	202,712.77	11.27%
Total Other Income	1,000,169.39	2,549,950.60	-1,549,781.21	-60.78%
Other Expense				
Debt interest expense net				
Bond issue cost	44,885.30	73,184.50	-28,299.20	-38.67%
Interest Expense on Debt	477,106.20	483,431.22	-6,325.02	-1.31%
Total Debt interest expense net	521,991.50	556,615.72	-34,624.22	-6.22%
Depreciation expense	2,094,178.05	2,063,970.00	30,208.05	1.46%
Total Other Expense	2,616,169.55	2,620,585.72	-4,416.17	-0.17%
Net Other Income	-1,616,000.16	-70,635.12	-1,545,365.04	-2,187.81%
Net Income	-1,293,659.49	7,693.35	-1,301,352.84	-16,915.3%

# Salina Airport Authority Capital Additions Budget vs. Actual

4:55 PM 10/15/2020 Accrual Basis

As of September 30, 2020

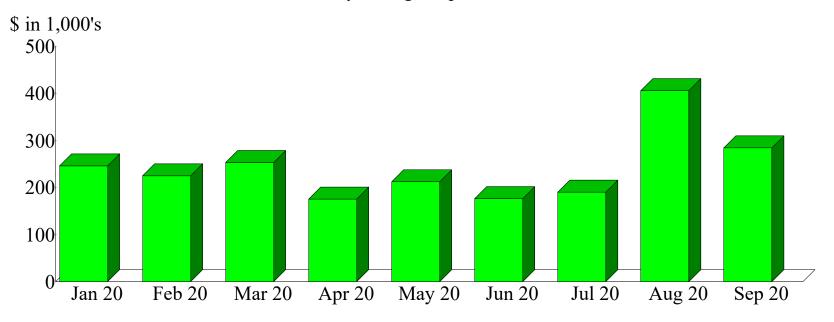
	Sept 20	Jan - Sep 20	Annual Budget	+/- Annual Budget	% of Annual Budget
ASSETS					
Fixed Assets					
Fixed assets at cost					
Airfeld					
AIP-40 Terminal Master Plan	6,063	86,892	10,000	76,892	869%
AIP-42 Rwy 17/35 Rehab	156,176	161,516	200,000	-38,484	81%
Airfield Improvements		38,725	20,000	18,725	194%
Rwy 17/35 Improvements		227,316	250,000	-22,684	91%
Total Airfeld	162,239	514,449	480,000	34,449	107%
<b>Buildings &amp; Improvements</b>					
<b>Building improvements</b>					
Bldg. 824 Imps.	161,549	253,851	460,000	-206,149	55%
Bldg. Imps. Other	35,000	59,090	20,000	39,090	295%
Hangar 504 Improvements		19,235	25,000	-5,765	77%
Hangar 959 Rehabilitation		12,961	200,000	-187,039	6%
Total Building improvements	196,549	345,137	705,000	-359,863	49%
Total Buildings & Improvements	196,549	345,137	705,000	-359,863	49%
Equipment					
Computer equipment		7,974	7,500	474	106%
Other Equipment		20,517	16,000	4,517	128%
Vehicles		24,850	1	24,849	2,485,000%
Total Equipment	0	53,341	23,501	29,840	227%
Land					
Environmental					
Environmental - SAFB	2,587	139,159	75,000	64,159	186%
Total Environmental	2,587	139,159	75,000	64,159	186%
Schwans Expansion Real Estate	872	0	1	-1	0%
Total Land	3,459	139,159	75,001	64,158	186%
Total Fixed assets at cost	362,247	1,052,086	1,283,502	-231,416	82%

# Salina Airport Authority Significant Capital Expenditures Detail September 2020

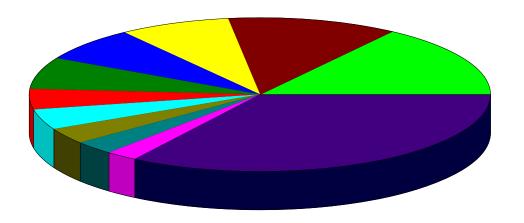
Type Date		Name	Memo	Amount	Balance
ixed assets at co	st ninal Master Plan				
Bill	09/30/2020	Coffman Associates, Inc.	Terminal Master Plan Update - September 2020	6,063.00	6,063.0
Total AIP-40	Terminal Master P	Plan		6,063.00	6,063.0
AIP-42 Rwy Bill	17/35 Rehab 09/25/2020	Jviation	Rwy 17/35 rehab (AIP-42)	156,175.96	156,175.9
Total AIP-42	Rwy 17/35 Rehab			156,175.96	156,175.9
Total Airfeld				162,238.96	162,238.9
Buildings & Im Building im Bldg. 82	provements				
Bill Bill Bill Bill Bill Bill Bill Bill	09/01/2020 09/17/2020 09/30/2020 09/30/2020 09/30/2020 09/30/2020 09/30/2020	Integrated Solutions, Inc. (iS Superior Plumbing and Heat Ponton Construction, Inc. Salina Waste Systems Superior Plumbing and Heat Superior Plumbing and Heat Superior Plumbing and Heat	B824 remove and dispose of asbestos B824 Improvements (electrical) B824 Improvements B824 imps trash dumpster roll-off charge B824 - plumbing and HVAC B824 - Mud/Oil Separator (1,000 gallons) B824 Improvements	8,700.00 40,000.00 28,000.00 924.82 42,660.00 9,762.00 31,502.02	8,700.0 48,700.0 76,700.0 77,624.8 120,284.8 130,046.8 161,548.8
Total Blo	lg. 824 Imps.			161,548.84	161,548.8
Bill Bill	ps. Other 09/10/2020 09/18/2020	Accurate Electric, Inc. Yutzy Roofing Service LLC	Storage Igloo - Electric Improvements Paint roof targets (ARSI)	7,000.00 28,000.00	7,000.0 35,000.0
Total Blo	g. Imps. Other			35,000.00	35,000.0
Total Buildin	g improvements			196,548.84	196,548.8
Total Buildings	& Improvements			196,548.84	196,548.8
Land Environmer	ntal mental - SAFB				
Bill Bill Bill	09/30/2020 09/30/2020 09/30/2020	Stinson Leonard Street, LLP Stinson Leonard Street, LLP Clark, Mize & Linville	Professional Services through 09/30/2020 Dragun services through 09/30/20 Environmental legal fees (September 2020)	1,069.75 422.88 1,094.40	1,069.7 1,492.6 2,587.0
Total En	vironmental - SAFB	3		2,587.03	2,587.0
Total Enviro	nmental			2,587.03	2,587.0
Schwans Ex	cpansion Real Est 09/30/2020	ate Clark, Mize & Linville	Schwans property acqusition legal fees (Sept. 2020)	872.10	872.
	ns Expansion Real	·		872.10	872.
Total Land	•			3,459.13	3,459.1
otal Fixed assets a	at cost			362,246.93	362,246.9
AL				362,246.93	362,246.9

#### Sales by Month January through September 2020





Sales Summary
January through September 2020

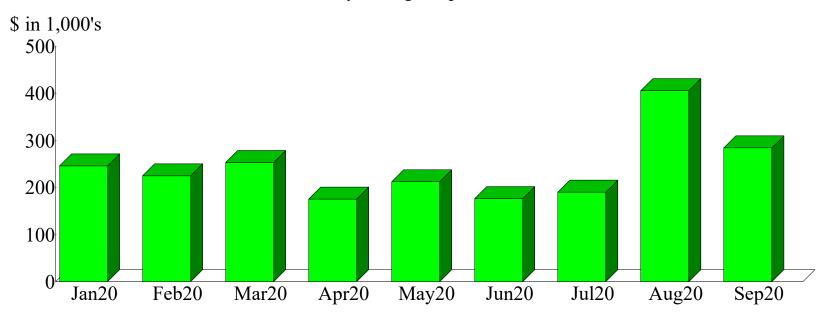


Kansas Erosion Products, LLC	. 15.40%
Avflight Salina	11.96
Exide	7.82
■1 Vision Aviation, PLLC	7.26
■USSOCOM (Jaded Thunder)	6.79
SFC Global Supply Chain	4.33
Universal Forest Products (UF)	P) 4.32
Nellis AFB	3.48
Kansas State Polytechnic - Sali	ina 2.87
Saline County	2.31
Other	33.47
Total	\$2,169,131.15

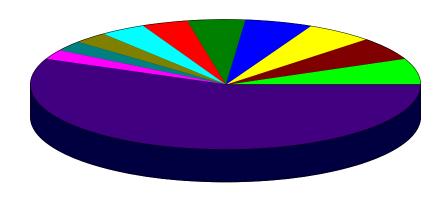
By Customer

#### Sales by Month January through September 2020





Sales Summary
January through September 2020

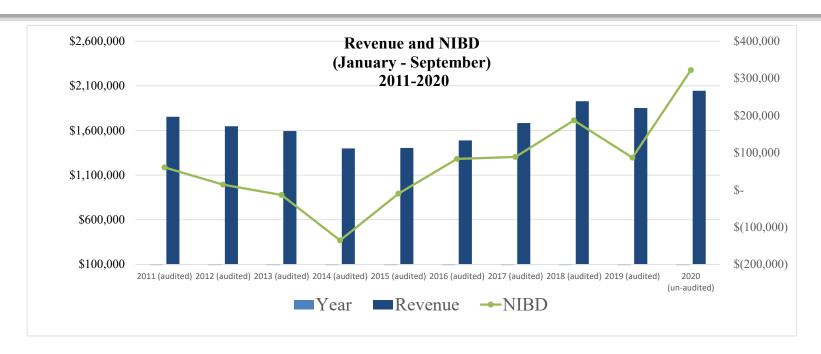


FFF-Avflight Salina (Fuel Flowage Fee @	6.53%
H-00959-1 (Hangar Facility H959 - 2044 S	5.76
B-01021 (Building #1021 located at 3600	5.73
Utility Reimbursement (Utility Reimburse	5.70
B-00655-3 (Bldg. #655 (56,961 SF) - 2656	4.83
B-00620-1 (Building #620 (30,000 SF) an	3.92
H-0600-1 (Hangar 600 - 20,217 sq. ft.)	3.84
B-00626-1 (Manufacturing facility #626 (	2.98
B-00655-4 (Bldg. #655 (33,992 SF) - 2656	2.70
H-00409-1 (FBO Hangar - 2010 Rogers Ct.	) 2.49
Other	55.52
Total \$2	2,169,131.15

By Item

# 10-Year Operating Revenue and Expense Analysis January - September 2011-2020

	2011 (audited)	2012 (audited)	2013 (audited)	2014 (audited)	2015 (audited)	2016 (audited)	2017 (audited)	2018 (audited)	2019 (audited)	2020 (un-audited)
TOTAL REVENUES										
OPERATING REVENUES										
Airfield	\$ 493,596	\$ 420,167	\$ 327,248	\$ 388,353	\$ 396,194	\$ 435,091	\$ 388,023	\$ 437,089	\$ 568,385	579,547
Fuel flowage fees	127,525	139,492	97,983	85,808	115,915	113,033	163,501	162,608	148,738	149,136
Building and land rent	1,103,454	1,044,850	1,122,137	895,024	822,297	879,289	1,004,581	1,047,811	1,024,780	1,168,670
Other revenue	28,868	43,304	45,790	29,744	69,904	61,203	126,919	280,492	109,639	147,111
TOTAL OPERATING REVENUES	1,753,443	1,647,812	1,593,159	1,398,928	1,404,310	1,488,616	1,683,024	1,928,000	1,851,542	2,044,464
TOTAL EXPENSES										
OPERATING EXPENSES										
Administrative	1,092,579	973,085	918,078	885,838	883,408	913,010	947,584	1,141,922	1,134,432	1,129,128
Maintenance	600,013	660,305	688,460	648,395	530,706	491,809	646,560	598,724	630,304	592,994
TOTAL OPERATING EXPENSES	1,692,593	1,633,390	1,606,538	1,534,232	1,414,114	1,404,820	1,594,144	1,740,646	1,764,736	1,722,122
OPERATING INCOME BEFORE DEPRECIATION	\$ 60,850	\$ 14,422	\$ (13,379)	\$(135,304)	\$ (9,803)	\$ 83,796	\$ 88,880	\$ 187,354	\$ 86,806	\$ 322,342



#### **LEASE AGREEMENT**

This Lease Agreement (the "Lease") is made and entered into this \_\_\_\_\_ day of September 2020 by and between the **SALINA AIRPORT AUTHORITY**, a **Kansas public corporation**, of Salina, Saline County, Kansas, (the "Authority"), and **STRYTEN SALINA**, **LLC**., a corporation authorized to do business in Kansas, with principal offices at 413 East Berg Road, Salina, KS, ("Lessee").

#### Recitals

- A. The Lessee is in need of warehouse space for the purposes of storing motor vehicle batteries and other activities normally associated therewith
- B. The Authority has available to Lease, a warehouse that would meet the Lessee's storage needs.

NOW, THEREFORE, The Authority, in consideration of the rents, covenants, agreements, and conditions hereinafter stipulated to be paid and performed by the Lessee does hereby let and lease unto the Lessee the following described premises:

#### 1. Property Description.

1.1. <u>Legal Description of Leased Tract.</u> The Authority, in consideration of the rents, covenants, agreements, and conditions hereinafter agreed to be paid and performed by the Lessee, leases unto the Lessee the following described real estate:

A portion of the Authority's multi-tenant facility commonly known as Bldg. 655 containing approximately 56,961 SF and located at 2656 Arnold Ave., Salina, KS 67401

together with any improvements constructed or to be constructed thereon and the appurtenances thereunto belonging, as depicted on the attached Exhibit A (the "Premises").

- 2. Term, Effective Date and Holdover.
  - 2.1. <u>Term and Effective Date of Lease</u>. This Lease shall be for a term of three (3) years commencing effective October 1, 2020 ("Effective Date") and terminating on September 30, 2023.

2.2. Holdover. If the Lessee remains in possession of all or any part of the Premises after the expiration of this Lease, without the express or implied consent of the Authority, such occupancy shall be considered to be a "Holdover Tenancy" from month-to-month only, and not a renewal or extension of this Lease for any further term. In such case, the Basic Rent for such Holdover Tenancy shall be payable in the amount of 150% of the amount specified in Section 4.1 herein. Such Holdover Tenancy shall be subject to every other provision, covenant and agreement contained herein, including any applicable rental adjustments as per Section 4.1.1 herein. The foregoing provisions of this Subsection are in addition to and do not affect the right of re-entry or any right of the Authority hereunder or as otherwise provided by law and in no way shall such provisions affect any right which the Authority may have otherwise to recover damages, to the extent permissible by applicable law, from Lessee for loss or liability incurred by the Authority resulting from the failure by Lessee to surrender the Premises, or for any other reason. Nothing contained in this Subsection shall be construed as consent by Authority to any holding over by Lessee and the Authority expressly reserves the right to require Lessee to surrender possession of the Premises to Authority as provided in this Lease, and to the extent permissible by applicable law, upon the expiration of this Lease.

#### 3. Option to Renew. Not Applicable

#### 4. Rent.

- 4.1. <u>Basic Rent.</u> Lessee agrees to pay the Authority a Basic Rent for the leasing of the Premises the sum of Nine Thousand Nine Hundred Seventy Dollars and 00/100 (\$9,970.00) per month, the first of which shall be due prior to Lessee's occupancy. The rental shall be payable monthly in advance and shall be due on the first day of each month for that month.
  - 4.1.1. Rental Adjustments. Not Applicable
- 4.2. <u>Additional Rental.</u> In addition to the Basic Rent, Lessee covenants and agrees that it will be responsible for Additional Rent, which shall include the following components:
- 4.2.1. <u>Taxes.</u> Not Applicable
  - 4.2.2. <u>Late Charge</u>. If the rental amount due hereunder is not received by the Authority within five (5) days of due date, a late charge of six percent (6%) of the total amount due and currently owing, or Seventy-Five Dollars

- (\$75.00), whichever is greater, will be assessed against the Lessee. Failure to pay the rent and the late charge within twenty (20) days shall be grounds for termination of this Lease, solely at the discretion of the Authority, and not as a termination right for Lessee, in addition to recovery of the unpaid rent and the late charge.
- 4.2.3. Security Deposit. Upon Lessee's execution and delivery of this Lease, Lessee agrees to pay a Security Deposit in the amount equal to the Basic Rent (\$9,970.00). The Security Deposit shall be held by the Authority without liability for interest, as security for the performance by Lessee of Lessee's covenants and obligations under this Lease; it being expressly understood that the Security Deposit shall not be considered an advance payment of rent or a measure of the Authority's damages in case of default by Lessee. The Authority may commingle the Security Deposit with the Authority's other funds. The Authority may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Lessee hereunder. Following any such application of the Security Deposit, Lessee shall pay to the Authority on demand the amount so applied in order to restore the Security Deposit to its original amount. If Lessee is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by the Authority to Lessee.
- 4.2.4. <u>Keys.</u> All keys issued to Lessee by the Authority must be returned to the Authority by 12:00 P.M., Noon, on the date this Lease expires or is terminated. If all keys are not returned or if Lessee loses a key during the term of the Lease or any extension thereof, a fee will be charged for each key lost and for each building interior and exterior lock change. The charge per key and lock change will be according to the current rates and charges schedule as adopted annually in the Authority's fiscal year budget.
- 4.2.5. <u>Gas and Electric Utilities.</u> As per Section 14 below, the Authority shall invoice Lessee on a monthly basis for gas and electricity service in an amount equal to the actual cost of the separately metered utilities. Upon presentation of an invoice, the Lessee shall remit payment to Authority for utilities within 15 days of date of invoice
- 4.3. Rental Renegotiations. Not Applicable

#### 5. Insurance.

5.1. <u>Lessee's Liability Insurance</u>. Lessee shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Kansas

such insurance as will protect Lessee from claims set forth below which may arise out of or result from Lessee's operations and for which Lessee may be legally liable, whether such operations be by Lessee or by its independent contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 5.1.1. Claims under workers' compensation, disability benefit and other similar employee benefit acts, which are applicable to Lessee's operations;
- 5.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Lessee's employees;
- 5.1.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Lessee's employees;
- 5.1.4. Claims for damages insured by usual personal injury liability coverage;
- 5.1.5. Claims for damages, other than the leased property, because of injury to or destruction of tangible property, including loss of use resulting there from;
- 5.1.6. Claims for damages because of bodily injury including death of a person, or property damage arising out of the ownership, maintenance or use of a motor vehicle;
- 5.1.7. Claims for bodily injury or property damage arising out of products liability and/or completed operations; and
- 5.1.8. Claims involving contractual liability insurance applicable to Lessee's obligations under Section 17.1 of this Lease.
- 5.2. The insurance required by Section 5.1 and Section 5.2 shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claimsmade basis, shall be maintained without interruption from date of commencement of this Lease. All insurance policies must be issued by an insurance carrier which has a Best's general policyholder's rating (as published in the most recent issue of Best's Key Rating Guide, Property-Casualty) of not less than A- and a financial size category of V or greater (which equates to an adjusted policyholders' surplus of \$4-\$25 million). Coverage from Lloyd's of London and Industrial Risk Insurance (IRI) is also acceptable only if there is 100% reinsurance with an acceptably rated company. The reinsurance agreement must have a total value (100 percent) assumption of liability endorsement. In addition, reinsurance agreements must have at least 90 days prior notice of cancellation provisions.

5.2.1. <u>Commercial General Liability</u>, which is no more restrictive than ISO Form CG0001 1/96 or any revision thereof with minimum limits of liability of:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products-Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage (Any one fire)
\$ 5,000	Medical Expense (Any one person)

The policy shall be endorsed to provide the required limits on a "per location" basis.

- 5.2.2. <u>Comprehensive Auto Liability</u> for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.
- 5.2.3. Workers' Compensation with statutory limits.
- 5.2.4. Employer's Liability coverage with limits of at least:

\$ 500,000	Each Accident
\$ 500,000	Disease-Policy Limit
\$ 500,000	Disease-Each Employee

- 5.2.5. <u>Commercial Umbrella / Excess Liability</u> providing excess coverage with limits no less than \$5,000,000 each occurrence / \$5,000,000 annual aggregate.
- 5.2.6. such other coverage as is appropriate to the operations of Lessee's business, e.g., hangarkeeper's legal liability, pollution liability, etc.
- 5.3. <u>Certificates of Insurance</u> acceptable to the Authority shall be filed with the Authority prior to commencement of this Lease. These certificates and the insurance policies required by this Section 5 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Authority. Information concerning reduction of coverage on account of revised limits or

- claims paid under the General Aggregate, or both, shall be furnished by Lessee with reasonable promptness in accordance with Lessee's information and belief.
- 5.4. Lessee agrees that its insurance policies will be amended to be primary without right of contribution from the Authority or its insurance policies, that Lessee's insurance policies will be amended to state that its insurer agrees to waive its right of subrogation against the Authority and that the above insurances will not be invalidated for the Authority by any action, inaction or negligence of the insured. All amounts of claims, losses or damages resulting from deductible clauses or self-insured retentions shall be for the account of the Lessee.
- 5.5. Lessee agrees that all liability policies, except workers' compensation, will be amended to name the Authority, its subsidiaries, parent, affiliates, executive officers, directors and employees as additional insureds.
- 5.6. All independent contractors hired by Lessee will be held to the same insurance requirements as the Lessee. The Authority will be named as an additional insured on independent contractors' policies, and Lessee will provide the Authority, upon request, with copies of such independent contractors' Certificates of Insurance.
- 5.7. The requirement of Lessee to purchase and maintain insurance shall not, in any manner, limit or qualify the liabilities and obligations otherwise assumed by Lessee under this Lease.

#### 5.8. Claims Made Insurance

5.8.1. Lessee shall, to the extent reasonably possible, obtain the liability insurance required hereunder on an occurrence basis. If any insurance required herein is to be issued or renewed on a claims made basis, the retroactive date of such insurance shall be no later than the commencement date of this Lease and shall provide that in the event of cancellation or non-renewal of the insurance, the discovery period for insurance claims (tail coverage) shall be for a period of not less than two years.

#### 5.9. Authority's Liability Insurance

5.9.1. The Authority shall be responsible for purchasing and maintaining the Authority's usual liability insurance.

#### 5.10. Property Insurance

- 5.10.1. The Authority shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Kansas, commercial property insurance covering the building.
  - 5.10.2. Loss of Use Insurance (rent loss/business income/extra expense).
    - 5.10.2.1. The Authority, at the Authority's option, may purchase and maintain such insurance as will insure the Authority's property due to fire or other hazards, however caused, and the cost thereof shall be paid by the Authority. The Authority waives all rights of action against Lessee for loss of use of the Authority's property, including consequential losses due to fire, theft or other hazards however caused.
    - 5.10.2.2. Lessee, at Lessee's option, may purchase and maintain such insurance as will insure Lessee against loss of use of the Leased Premises due to fire or other hazards, however caused, and the cost thereof shall be paid by Lessee. Lessee waives all rights of action against the Authority for loss of use of the leased Premises, including consequential losses due to fire, theft or other hazards however caused.
- 6. <u>Use of Premises</u>. Lessee agrees to use the Premises for the sole purpose of storing motor vehicle batteries and other activities normally associated therewith. All activities will comply with all applicable law or regulations.
  - 6.1. Lessee agrees that the Premises shall not be used or occupied for any purpose that constitutes a nuisance or may be objectionable to adjacent property; that it will not allow the escape from the Premises of any fumes, odors, smoke, obnoxious gas, gases or other substances which are offensive or which constitute a nuisance or interfere with the conduct of other business in the area. Lessee will provide adequate devices to control excessive noise, vibrations or electromagnetic emissions.
- 7. Environmental Concerns. If either party desires an environmental review of the Premises then the Authority and the Lessee agree that they will jointly contract for an environmental review of the Premises to ascertain whether the soil may be contaminated by any hydrocarbon or other hazardous substances. The tests shall be conducted by a reliable and competent engineering firm mutually acceptable to both parties. The cost of the environmental soil survey shall be shared equally by the parties. A copy of the report shall be attached to the Lease and made a part of thereof by reference. Either of the parties hereto may request an environmental review of the Premises at the termination of the Lease and the cost thereof shall be shared by the parties.

- 7.1. Authority's Responsibility. The Authority shall be responsible for the cleanup and removal of any hazardous substances or materials which are determined to have been present on the Premises prior to October 1,2020. Authority agrees to hold Lessee harmless from and against all claims, expenses, loss or liability arising from the presence of any such contamination which occurred prior to October 1,2020 and which is identified by the environmental review contemplated by this section.
- 7.2. Lessee's Responsibility. The Lessee shall be responsible for the cleanup and removal of any hazardous substances or materials located on the Premises as identified by an environmental review, which are determined to have occurred after October 1, 2020. Lessee shall indemnify and hold the Authority harmless from and against all claims, expenses, loss, or liability arising from any such contamination, which occurred on the Premises and after October 1, 2020, while the Lessee was occupying the Premises.
- 7.3. Lessee also agrees to comply with all storm water and waste collection requirements of any federal, state or local governmental laws, rules and regulations.
- 8. Improvements to Premises. -Not Applicable
- 9. Ownership of Fixtures. It is understood and agreed by and between the parties hereto that any fixtures attached to the Premises or placed on or about Premises by Lessee shall be considered personal property and shall remain the property of the Lessee, who shall have the right to remove the same from the Premises upon the expiration of this Lease so long as such removal does not impair the structural feature of the improvements presently on the Premises. Provided, however, in the event of termination of this Lease due to a breach of covenant by the Lessee, then all fixtures and improvements shall become the property of the Authority and may not be removed from the Premises.
- 10. Removal of Fixtures. On or before the date of expiration or termination of this Lease, or any extension thereof, the Lessee shall vacate the Premises, remove its personal property and movable fixtures therefrom and restore the Premises to as good an order and condition as that existing upon the commencement of the term of this Lease, damages beyond the control of the Lessee and due to normal wear and tear excepted. If, however, the Lessee fails to remove the personal property and movable fixtures and/or to restore the Premises to substantially the same condition as existed at commencement of the Lease, then the Authority may remove the personal property

and movable fixtures and restore the Premises and may retain the fixtures until such time as Lessee reimburses the Authority for all its expenses connected therewith.

#### 11. Default.

- 11.1. Lessee shall be in default of this Lease if it:
  - 11.1.1. Fails to pay the Basic Rent or Additional Rental when due or to comply with any substantial term, condition or covenant of this Lease within ten (10) days after written notice;
  - 11.1.2. Abandons or surrenders the Premises or the leasehold estate;
  - 11.1.3. Attempts to assign or sublease the Premises other than in accordance with the terms of the Lease;
  - 11.1.4. Is adjudicated bankrupt or insolvent, makes a general assignment for the benefit of creditors takes the benefit of any insolvency act, or is unable to meet its obligations as they become due; or
  - 11.1.5. Violates any of the other terms and conditions of this Lease.
- 11.2. <u>In the event of default by Lessee</u>, the Authority shall have the following cumulative remedies:
  - 11.2.1. Terminate the Lease;
  - 11.2.2. Reenter and repossess the Premises;
  - 11.2.3. Relet the Premises or any part thereof;
  - 11.2.4. Accelerate and collect rentals remaining to be paid under the Lease;
  - 11.2.5. Collect from Lessee the unamortized portion of any brokerage fees paid by the Authority to Jones Lang LaSalle, as a result of the Authority and Lessee entering into this Lease;
  - 11.2.6. Seize and hold Lessee's onsite property for the satisfaction of the deficiency;
  - 11.2.7. Bring a suit for damages against Lessee; or
  - 11.2.8. Pursue any other remedy available to the Authority under Kansas law.
- 12. <u>Waiver</u>. Waiver by the Authority of any breach of this Lease shall not be construed as a continuing waiver of a subsequent breach nor imply further indulgence.
  - 12.1. In the event legal action must be taken because of the breach of any agreement or obligation contained in this Lease on the part of the Lessee or Authority to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred thereof, including reasonably attorney fees.
- 13. <u>Repairs to Improvements on Premises.</u> During the term of the Lease, Authority will keep roof and exterior of the Premises in a good state of repair. Lessee covenants that during the term of this Lease it will properly care for the demised Premises and

appurtenances and suffer no waste or injury, make all interior repairs in and about the demised Premises and fixtures and appurtenances, necessary to preserve the same in good order and condition, which repairs shall be in a class equal to the original work.

- 13.1. In the event Lessee fails to keep said Premises in good order and repair then the Authority may perform all repairs which may be necessary in about the demised Premises and the cost of such repairs shall be and constitute additional rental.
- 14. <u>Utilities</u>. The Authority shall provide Lessee with the actual cost of the electricity and gas service consumed by the Lessee on the Premises. The Authority shall continue to procure electricity and gas, which are separately metered to the Premises and shall invoice Lessee, on a monthly basis the actual utility cost. Said amount shall constitute Additional Rental and shall continue until such time Lessee vacates the Premises and Lease is terminated. Lessee shall, at its own expense, obtain and pay for all, Internet, cable TV, phone or other utilities used by Lessee during the term of this Lease.
- 15. <u>Liens</u>. The Lessee shall pay, satisfy and discharge all liens and obligations of any nature and kind whatsoever created by or the obligations of the Lessee which shall attach to or be imposed upon the Premises and shall indemnify, save and hold harmless the Authority from such payment and from all resulting damages and expenses.
- 16. <u>Assignment of Lease</u>. The Lessee shall not assign this Lease or any interest therein and shall not sublet the Premises or any part thereof, or allow any person to occupy or use the Premises or any portion thereof, without the prior written consent of the Authority. A consent to one assignment or subletting for use by any other person shall not be deemed to be a consent to any subsequent assignment.

#### 17. Indemnification and Hold Harmless.

17.1. To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the Authority, its affiliates and its officers, directors, employees, agents, representatives, guests and invitees ("Authority Indemnitees") from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including attorney's fees, consultant costs, environmental investigation, remedial or removal costs and natural resource damages) arising out of, relating to or resulting from (i) Lessee's occupancy and or use of the Premises; (ii) any breach of this Lease by the Lessee; (iii) any leak, spill or other release or disposal of or exposure to (A) any goods while being transported or delivered by Lessee or (B) any other materials, substances or chemicals that Lessee or any of its independent contractors bring onto the Premises; and/or (iv) the acts, omissions, negligence or willful misconduct of any persons used or employed directly or indirectly by the Lessee or any independent contractor. The

indemnification obligations under this Subparagraph shall not be limited in any way by the limits of any insurance coverage or limitations on the amount or type of damages, compensation or benefits payable by, for or to the Lessee, any independent contractor, or any other person under any insurance policy, worker's compensation acts, disability acts or other employee benefit acts.

- 17.2. In claims against any person or entity indemnified under this Section 17 by an employee of Lessee, an independent contractor of the Lessee's, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 17.1 shall not be limited by limitation or amount or type of damages, compensation or benefits payable by or for Lessee, or an independent contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 18. <u>Inspection of Premises</u>. The Lessee agrees that the Authority, the Federal Aviation Administration, or its agents may, at all reasonable times, have free access to the Premises for the purpose of examining or inspecting the condition of the Premises and any improvements thereon, or exercising any right or power reserved to the Authority or Federal Aviation Administration under the terms and provisions of this agreement.
- 19. <u>Notices</u>. All notices to be given pursuant to this Lease shall be addressed to the parties as follows:

Authority

Salina Airport Authority

Salina Airport Terminal Building

3237 Arnold Salina, KS 67401

Lessee

Stryten Salina, LLC Distribution Manager 413 East Berg Road Salina, KS 67401

#### 20. Damage by Casualty.

20.1. If the Premises are destroyed or damaged by fire or other casualty, the Lessee may, at its sole option terminate this Lease. If this Lease is so cancelled, rent shall be paid only to the date of cancellation and the Lessee shall surrender the Premises to the Authority after being allowed a reasonable time to locate a substitute site, remove its personal property and otherwise conclude its affairs at the Premises

20.2. If the Lessee does not elect to terminate this Lease in case of destruction or damage by casualty, this Lease shall continue in full force and effect and the Authority shall restore the Premises to at least its previous condition, and to Lessee's satisfaction, within a reasonable time. For that purpose, the Authority and its agents and contractors may enter the Premises. Rent shall totally abate during the period of such restoration. The Authority's obligation to restore the Premises shall be absolute, and shall not be limited by the amount of available insurance proceeds.

#### 21. Commission.

- 21.1. The parties acknowledge that Charles Bagwell, Garland Real Estate Advisors, has served as the "Lessee's Agent" in relation to this Lease and that the Authority shall pay a leasing commission of 3% of the Primary Term Basic Rent to Garland Real Estate Advisors and such commission shall be paid in three equal installments coterminous with the first three months of the term of the Lease.
- 21.2. The Parties represent that no other real estate broker or their representatives have been consulted in relation to this Lease. Either party to this Lease through which a claim of any other broker's, finder's or other fee or commission is made shall indemnify, defend, and hold harmless the other party from any loss, liability, damage, cost or expense that is in any way related to such claim.

#### 22. General Clauses.

22.1. The Lessee shall comply with all applicable laws, ordinances and regulations of the state, county and municipality in which the Premises are located with regard to construction, sanitation, licenses or permits to do business and all other matters.

#### 22.2. Not Applicable

- 22.3. Any property of the Authority damaged or destroyed by the Lessee, incident to the Lessee's use and occupation of the Premises, shall be promptly repaired or replaced by the Lessee to the satisfaction of the Authority or in lieu of repair or replacement, the Lessee shall, if so required by the Authority, pay to the Authority money in the amount sufficient to compensate for the loss sustained by the Authority by reason of damage or destruction of the property.
- 22.4. The Lessee acknowledges that it has inspected and knows the condition of the Premises and it is understood that the Premises is leased without any representation or warranty by the Authority whatsoever and without obligation

on the part of the Authority to make any alterations, repairs, or additions to the Premises.

- 22.5. Not Applicable.
- 22.6. Not Applicable
- 22.7. The Lessee shall not be the agent of the Authority in making repairs or other improvements to the Premises and no materialman's liens or claims thereunder shall be valid against the Authority or against the interest of the Authority in the Premises.
- 22.8. All materials, supplies, or equipment stored outside of the buildings located on the Premises shall be stored in an orderly manner so as not to create a nuisance or fire hazard and shall be in compliance with all applicable governmental regulations.
- 22.9. The Lessee must at all times keep the Premises and buildings in a safe, clean, wholesome condition and comply in all respects with all government, health, and police requirements. The Lessee will remove at its own expense any rubbish which may accumulate on the property.
- 22.10. The Lessee shall be responsible for snow removal on the Premises as required by Lessee's occupancy.
- 22.11. The Authority reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the Airport and all publicly-owned air navigational facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
- 22.12. The Authority reserves the right to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- 22.13. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 22.14. During time of war or national emergency the Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and/or other area or facilities of the Airport. If any such agreement is executed,

- the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- 22.15. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.
- 22.16. There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using the airspace or landing at, taking off from, or operating on or about the Airport.
- 22.17. This Lease shall be subordinate to provisions of any existing or future agreement between the Authority and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 22.18. If Lessee defaults in its payment of rent or fails to substantially comply with any of the other items of this Lease then, if requested by the Authority, the Lessee agrees to provide the Authority with a financial statement covering Lessee's latest fiscal or calendar year, which financial statement shall be in such form as accurately discloses the assets, liabilities, and net worth of the Lessee. If, in the opinion of the Authority, the financial statement provided is incomplete or fails to accurately indicate the financial condition of the Lessee, the Lessee agrees to provide the Authority such further financial information as the Authority may in writing request.

#### 23. Nondiscrimination Assurances.

- 23.1. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, covenant's and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities or benefits and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.
- 23.2. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, covenants and agrees as a covenant running with the land that (i) no person on the grounds of race, color, or national

origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

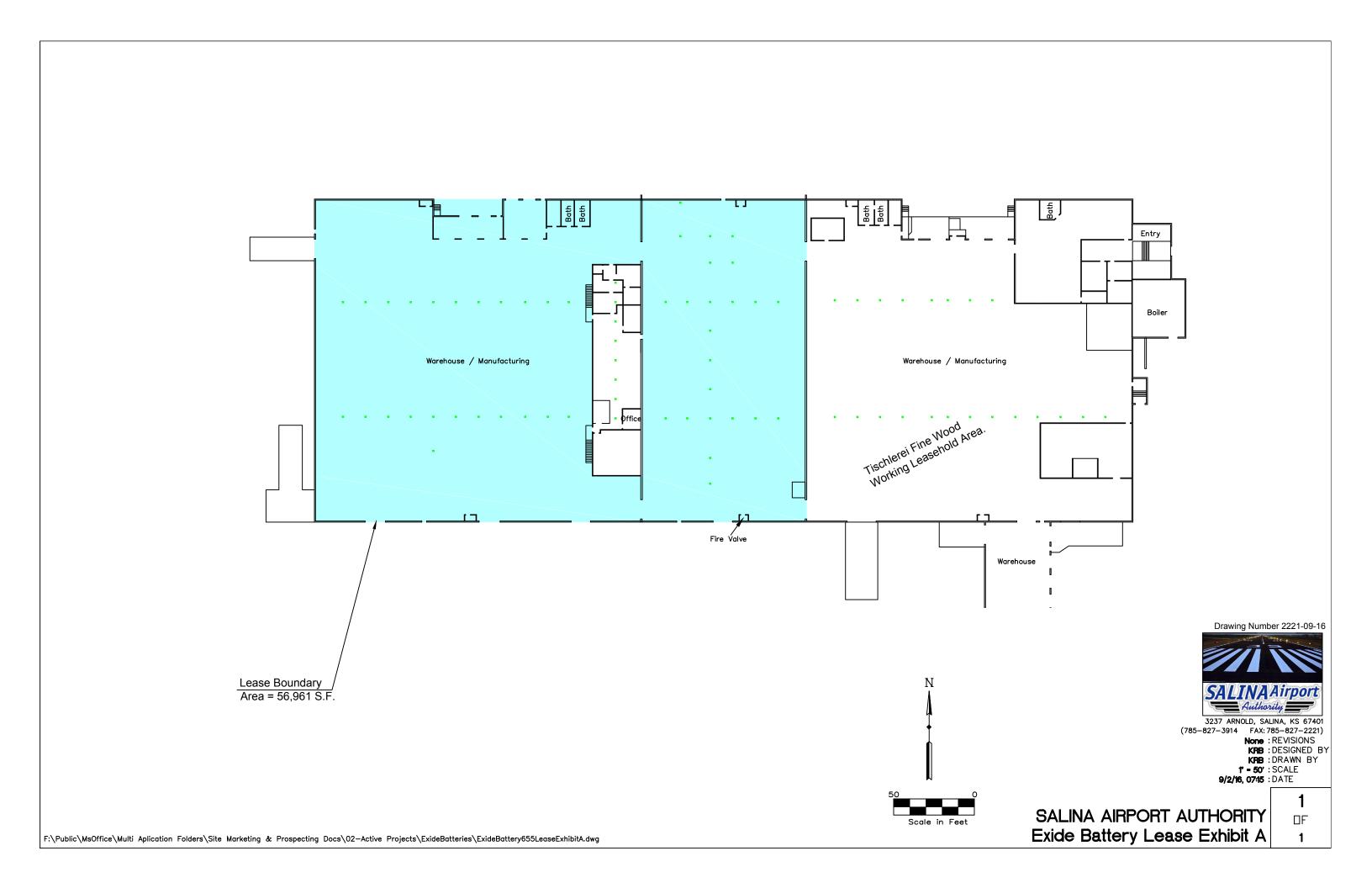
- 23.3. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participation in any employment activities covered in 14 CFR, Part 152, Subpart E. The Lessee 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. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.
- 23.4. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- 23.5. The Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 24. <u>Binding Effect.</u> This Lease shall be binding upon the heirs, beneficiaries, personal representatives, successors, and assigns of the Authority and the Lessee.

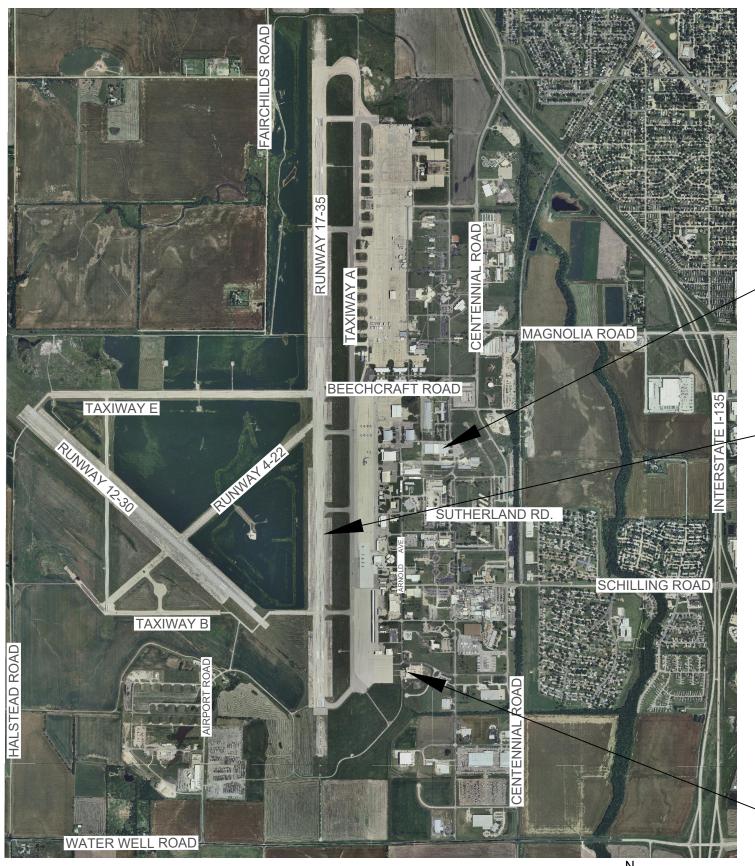
The Authority and the Lessee have each caused this Lease to be executed by its duly authorized officers on the date shown.

SALINA AIRPORT AUTHORITY		
Date	By:Al Eichelberger, Chairman	
	Al Eichelberger, Chairman	

#### **ATTEST**

Date	By: Troy Vancil, Secretary
STRYTEN SALINA, INC.  Date 9/24/2020	By: MIKE JUDD [Name]
ATTEST Date 9/24/2020	By Bha Jeng  Brian Ley [Name]  DIRECTOR, RED [Title]

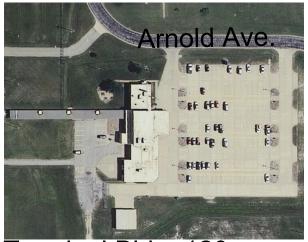






Building 655, Stryten Salina, LLC

Runway 17-35



Terminal Bldg. 120



None : REVISIONS

KRB : DESIGNED BY

KRB : DRAWN BY

1" = 2000" : SCALE

10/21/20, 12:00 : DATE

ΠF

