

DATE: November 9, 2023
TO: SAA Board of Directors
FROM: Tim Rogers and Shelli Swanson
SUBJECT: November 15, 2023, SAA Regular Board Meeting

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

<https://meet.goto.com/salinaairport/salina-airport-authority-board-meeting>

Wednesday's meeting will feature discussion concerning the following Airport Authority **STARS** objectives:

- Community partnerships that result in positive economic impact and job growth.
- Successful financial budgeting to ensure that Airport Authority meets operational and capital budget needs.
- Airport Industrial Center growth and development.
- Aircraft maintenance worker recruitment and training.

SAA staff are working on multiple STARS lines of effort. At our weekly staff meeting we coordinate and prioritize the following lines of effort.

- **STARS Lines of Effort Review** (Each of our tasks should support Lines of Effort)
 - a. **K-AIRES Center Lease, Financing, and Construction**
 - b. **Pure Imagination Labs (PIL) H600 lease agreement (interim)**
 - c. **AIM Center**
 - d. **H626 Construction**
 - e. **SLN Fuel Farm Construction**
 - f. **UST Removal and Closure**
 - g. **GA Hangar Construction**
 - h. **H504 Drainage Improvements**
 - i. **Runway 12/30 Design**
 - j. **SRE Specifications and Bids**
 - k. **BIL ATP Application**
 - l. **North Ramp Hangar Construction**
 - m. **SLN West Airfield Development Plan**
 - n. **AFFF Transition Plan**
 - o. **Schilling Project RA Work**
 - p. **2024 Budget**
 - q. **FAA FAST Grant Application**
 - r. **IAC SLN Use Agreement**
 - s. **SkyWest EAS Contract Renewal & Incentive Decision**

- t. **Superior Warehouse Development Agreement/Option**
- u. **ACM Updates**
- v. **ASP Updates**
- w. **SPCC and SWPPP Updates**
- x. **Catch Basin Inserts for SAA Buildings**
- y. **H509 Improvements – Event Hangar**
- z. **ZeroG Airport Use Agreement**
- aa. **Economic Impact Report**
- bb. **B939 Asbestos Investigation**
- cc. **Airfield security cameras – ARFF station and H600**
- dd. **Industrial Center warehouse construction**
- ee. **Hangar 703 Plan**

Each staff meeting goes into greater detail concerning tasks and priorities. Staff coordination is key to achieving our weekly goals and objectives.

This month's board meeting agenda includes action items concerning G.O. bond temporary note financing for airport fuel farm construction, a land purchase option agreement for new warehouse construction, drainage improvements at hangar H504, and AIM Center tooling and equipment purchases.

In addition to staff update memos from Pieter, Maynard, and Kasey, I'll update you on an opportunity to apply for a federal grant to add 110,000 gallons of storage to the fuel farm construction project. The additional capacity would be dedicated to the storage and regional distribution of sustainable aviation fuel (SAF) that is being developed for turbine aircraft. As "America's Fuel Stop" the Salina Airport is an ideal location for the implementation of SAF. Also, SLN can be the hub for SAF distribution to over 40 Avfuel branded FBOs in a four-state area.

Please note the following agenda item comments.

Agenda Item #5 – Airport Activity Reports and Financial Statement Reports for the Month Ending October 31, 2023 (Rogers and Swanson)

Airport Activity – Air Traffic (Rogers)

The Salina air traffic control tower (ATCT) recorded 7,112 operations during October 2023 which was a 14% decrease as compared to the October 2022 total of 8,289. For the year-to-date, a total of 69,901 operations have occurred at Salina Airport which is 19% more than the October 2022 YTD total of 58,758.

Airport Activity – Fuel Flowage (Rogers)

The October 2023 fuel flowage came in at 228,702 gallons which was 55% more than the October 2022 total of 147,216 gallons. For the year-to-date, a total of 1,799,058 gallons have been delivered at the airport which is 11% less than the October 2022 YTD total of 2,020,678 gallons.

Airport Activity – Passenger Enplanements (Rogers)

During October 2023 SkyWest enplaned 1,174 passengers, which was a 7.5% decrease over the October 2022 total of 1,270 passengers. The October 2023 total passenger count was 2,326 which was a 10% decrease as compared to the October 2022 total of 2,578. Total October 2023 YTD passenger enplanements on SkyWest flights totaled 12,800 which was a 19% decrease as compared to the October 2022 YTD total of 15,822.

Financial Reports – Comments and Notes (Swanson)

Highlights from the October 2023 financials include:

- Unrestricted cash in bank at \$1,895,287 (Cash in bank operating funds less security deposits returnable.)
- Total YTD income came in \$69,391 over the same period in 2022 (3%) and is tracking \$189,748 ahead of 2023 budget projections.
- Total YTD operating expenses came in \$5,907 under budget and is tracking just slightly (\$1,022) over the 2022 expenditures.
- Net operating income before depreciation equaled \$222,839 YTD at the end of October.

The disbursements from the bond proceed project fund accounts during October are included as a separate report in the enclosed financial statements.

Financial Reports – October 2023 Significant Capital Expenditures/Payables Report Enclosed

Financial Reports – Accounts Receivable Past Due 31 days or more as of November 9, 2023 (Swanson)

Account	Amount	Days	Comments
AGCO Corporation	\$8,923	31>90	Building rental & finance charges
Central States Enterprises	\$561	31-90	Landing Fees & ARFF coverage
IAero Airways	\$1,254	31-90	Building rental & finance charges
Enterprise Rent-A-Car	\$200	>90	Facility Fee
Kansas Military Board	\$4,373	31>90	Building rental
Sherwin Williams Co.	\$3,921	61>90	Utility reimbursement

Short-term Leasing Activity

Textron/Cessna Aircraft returned to SLN in late October and leased portions of Hangar 600 for runway performance flight test work at Salina. The 6-day operation resulted in \$4,590 in additional revenue. They are scheduled for additional test work in November.

Fort Riley's Combat Aviation Brigade continues to lease space for military operations. Total revenue received from Ft. Riley during the month of October equaled \$10,500. Additional short-term leasing continues into November.

Agenda Item #6 – Consideration of Proposals Received for Salina Airport Authority Taxable General Obligation Temporary Notes (GOTN); Approval of SAA Resolution No. 23-17 Authorizing the sale and issuance of Taxable General Obligation Temporary Notes, Series 2023-1 to Finance Salina Airport Fuel Farm Construction. (Swanson, Arteberry and Walter)

On October 19, as the next step in the process of issuing the 2023-1 Taxable General Obligation Temporary Notes, the SAA sent a request for interest rate proposals to local banks. On November 7, the SAA received proposals from five financial institutions for the \$5,000,000 GOTN to finance portions of the new above-ground fuel facility. The proposals ranged in rate from 5.15% to 7.00%. The best proposal (attached) providing the lowest interest and borrowing cost was submitted by Sunflower Bank. As set forth in Sunflower Bank's proposal, the final interest rate for the Series 2023-1 Notes is determined by a formula and will be set on the date the SAA accepts the proposal.

Enclosed in your packet is SAA Resolution No. 23-17 (the "Note Resolution") which authorizes the sale and issuance of the Series 2023-1 Notes and also authorizes the Executive Director to accept Sunflower

Bank's proposal and complete ***Exhibit B*** to the Note Resolution containing the final terms of the Series 2023-1 Notes.

The closing and delivery of funds from the sale of the notes is scheduled for December 6, 2023.

Recommendation: Adopt Resolution No. 23-17 and authorize Chair Roberg to sign.

Agenda Item #7 – Consideration of a Land Purchase Option Agreement with the Superior Contracting and Manufacturing Services, Co, Inc. for Lot 2, Block1, Airport Industrial Center Subdivision, City of Salina, Saline County Which is Approximately 9.33 acres in Size. (Rogers and Swanson)

On Wall St, in the south Airport Industrial Center Subdivision, Superior Contracting and Manufacturing Services, Co., Inc. operates a commercial business specializing in industrial, commercial, and residential plumbing, underground utilities, electric pump and motors, metal fabrication, tool sales, electrical, automated controls, and HVAC. Superior has experienced business growth in recent years and now desires to enter into a three-year Option Agreement for the 9.33-acre tract located on Lot 2, Block 1, Airport Industrial Center Subdivision, which is located adjacent to their Wall Street facility and at the northwest corner of Vortex Ave. and Scanlan Ave. The purchase and or lease prices can be found on page 2 of the enclosed agreement. Superior has remitted their \$1,000 option payment in consideration of the exclusive option to purchase or lease the tract on or before February 28, 2026. In addition, for each option year that passes, the agreement calls for an additional \$5,000 in option fee payment should they exercise their option to purchase at the rate specified in the agreement on or before the end of February of each of the next three years. Representatives of Superior plan to attend the meeting.

Recommendation: Approval of the Option Agreement with Superior Contracting and Manufacturing Services, Co, Inc. for Lot 2, Block 1, Airport Industrial Center Subdivision and authorize Chair Roberg to sign the Agreement.

Agenda Item #8 – Consideration of Bids Received for Stormwater Drainage Improvements at Hangar H504. (Miller and Cunningham)

Pieter and Maynard have been working on a plan for hangar H504 drainage improvements. The 5,600 SF hangar was most recently leased to LifeSave air ambulance. Over time, stormwater runoff has been flooding the office portion of the hangar at a greater frequency. SAA maintenance staff has had to replace carpet and repair drywall damage multiple times. To fix the flooding issues and prepare the hangar for a new tenant, the area east of the hangar needs to be regraded to allow for better stormwater runoff and minimize future H504 flooding. On November 1, SAA staff issued the attached **Notice to Contractor and Request for Bids** for H504 grading, drainage, and concrete improvements. Contractor bids are due on November 10 at 2:00 PM. The estimated project cost is \$24,150. At the meeting, Pieter and Maynard will present a summary of bids received.

Recommendation: Approval of hangar H504 grading, drainage, and concrete improvements at a cost not to exceed \$24,150 and authorize the executive director to sign the contractor agreement.

Agenda Item #9 – Consideration of the Purchase of Tools and Equipment Required for AIM Center Aviation Maintenance Skill Building and Training. (Miller, Dreiling, and Swanson)

The AIM Center team has been working to finalize the initial tools and equipment requirements for AIM Center training classes. Attached is the list of Phase 1 purchase of tools and equipment. The total ALOFT grant budget for AIM Center tools and equipment is \$2,000,000. The Phase 1 purchases will cost an estimated \$1,500,000 and need to be delivered by early 2024 to start AIM Center training during

January 2024. The cost of all tool and equipment purchases are funded by the Kansas Department of Commerce (KDC) ALOFT grant. Pieter, Shelli, and Lindsey will provide details concerning the acquisition process that has been provided by KDC.

Recommendation: Approval of the purchase of Phase 1 and Phase 2 AIM Center tools and equipment at a cost not to exceed \$2,000,000 and authorize the deputy director to execute the purchase orders and contracting documents.

Agenda Item #10 – Review and Discussion of the Airport Authority’s 2024 Operating Plan and Budget. (Swanson)

At the meeting, we’ll present the draft 2024 Operating Plan and Budget for your review and discussion. The 2024 Budget will be finalized at your December 20, 2023, meeting.

Agenda Item #11 - An Executive Session of the Board of Directors to Discuss Matters of Non-Elected Personnel. (Roberg)

I move that the Salina Airport Authority board of directors’ recess into executive session for fifteen (15) minutes to discuss the subjects of the initial phase of the Executive Director’s performance evaluation and matters affecting the privacy interests of other individual employees based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The open meeting will resume in this room at _____ AM.

No Airport Authority board action will be taken concerning the executive session discussion following the executive session.

Please let me know if you had questions that you would like me to prepare for prior to the board meeting.

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

November 15, 2023 – 8:00 AM

AGENDA

Call to Order: (Roberg)

1. Determine that a quorum is present and confirm that a meeting notice has been published. (Windhorst)
2. Recognition of guests. (Roberg)
3. Additions to the agenda and agenda overview. (Rogers)

Action Items: (Roberg)

4. Approval of the minutes of the October 18, 2023, regular board meeting. (Roberg)
5. Review of airport activity and financial reports for the month ending October 31, 2023. (Rogers and Swanson)
6. Consideration of Proposals Received for Salina Airport Authority Taxable General Obligation Temporary Notes (GOTN); Approval of SAA Resolution No. 23-17 Authorizing the sale and issuance of Taxable General Obligation Temporary Notes, Series 2023-1 to Finance Salina Airport Fuel Farm Construction. (Swanson, Arteberry and Walter)
7. Consideration of a land purchase option agreement with the Superior Contracting and Manufacturing Services, Co, Inc. for Lot 2, Block1, Airport Industrial Center Subdivision, City of Salina, Saline County which is approximately 9.33 acres in size. (Rogers and Swanson)
8. Consideration of bids received for stormwater drainage improvements at hangar H504. (Miller and Cunningham)
9. Consideration of the Phase I purchase of tools and equipment required for AIM Center aviation maintenance skill building and training. (Miller, Dreiling, and Swanson)
10. Review and discussion of the Airport Authority's 2024 Operating Plan and Budget. (Swanson)

Staff Reports: (Rogers)

Directors' Forum: (Roberg)

Visitor's Questions and Comments: (Roberg)

Announcements: (Windhorst)



Executive Session (Roberg)

11. An executive session of the board of directors to discuss matters of non-elected personnel.
(Roberg)

I move that the Salina Airport Authority board of directors' recess into executive session for fifteen (15) minutes to discuss the subjects of the initial phase of the Executive Director's performance evaluation and matters affecting the privacy interests of other individual employees based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The open meeting will resume in this room at ____ AM.

No Airport Authority board action will be taken concerning the executive session discussion following the executive session.

Adjournment: (Roberg)

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY
OCTOBER 18, 2023
HANGAR 600, ROOM 100**

Call to Order

Chair Tod Roberg called the meeting to order at 8:00 A.M. and confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst stated that the meeting notice was published Friday, October 13, 2023, and the board packet was published and distributed on Monday, October 16, 2023.

Attendance

Attendance was taken. Present were Directors Roberg (VTC), Carlin (VTC), Gunn, Boos and O'Brien. Executive Director Tim Rogers; Deputy Executive Director, Pieter Miller; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham; Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson attended. Guests at the meeting were Mitch Robinson, Salina Community Economic Development Organization; Julie Yager-Zuker, Avflight Salina; Renee Duxler, Salina Area Chamber of Commerce; Brandon Walker, Midwest ATC; Bob Vidricksen (VTC), Saline County Commissioner; Lindsey Dreiling, Dreiling Aviation Services; Mitch Walter, Gillmore & Bell; and David Arteberry, Stiefel.

Minutes

Director Gunn moved to approve the minutes of the September 20, 2023 regular board meeting as presented. Director O'Brien seconded the motion. Motion carried 5-0.

Airport Activity

Rogers reviewed the air traffic, fuel flowage and enplanement reports for the month of September. The Salina air traffic control tower (ATCT) recorded 6,801 operations during September 2023 which was a 7.5% decrease as compared to the September 2022 total of 7,352. Avflight Salina delivered 258,893 gallons of fuel during the month which was 40% less than September 2022. Total September 2023 YTD passenger enplanements on SkyWest flights totaled 11,626 which was a 20% decrease as compared to the September 2022 YTD total of 14,552. Rogers discussed SkyWest's Essential Air Service commitment, fares and operations. Advertising and ticket sales have begun for the 2023 holiday season. Rogers noted that the tag with Hays is responsible for a negative passenger enplanement of 12 – 14%.

Financial Review

Financial activity ending September 30, 2023 was presented by Swanson. Total assets were up 10% compared to the same period in 2022. Unrestricted cash in bank is \$1,955,497. Total operating income came in at \$80,115 over September 2022 and is tracking \$226,738 ahead of the CY2023 budget. Operating expenses came in 1% under budget or down \$40,004 from the same period in 2022. Net operating income before depreciation is \$266,357 year-to-date. Swanson reviewed significant capital expenditures and disbursements from the 2022-1 GO Temporary note project fund and 2023-ABC GO bond funds during the month of September. Swanson presented the quarterly 10-year operating revenue and expense trend analysis. Chair Roberg directed staff to file the financials for audit.

Resolution No. 23 -16

Rogers provided a project update on the new above ground aviation fuel storage facility and removal of the existing underground tanks. Swanson reviewed project cost and presented SAA Resolution No. 23-16, authorizing the offering for sale of the taxable general obligation temporary notes in an amount not to exceed \$5,000,000, exclusive of bond issuance and financing costs. David Arteberry, Stiefel reviewed the process and procedures for bond sale. Director O'Brien moved to approve Resolution 23-16, authorizing the offering for sale of taxable general obligation temporary notes, Series 2023-01, and authorizing Chair Roberg to sign. Director Boos seconded the motion. The motion carried 5-0.

Salina Area Chamber of Commerce Agreement for AIM Center Marketing and Communication Services

Lindsey Dreiling, Dreiling Aviation Services provided an update and overview of the AIM Center's 90-Day pre-apprenticeship program. Renee Duxler, Salina Area Chamber of Commerce detailed the Chamber's costs for services supporting the AIM Center project. Rogers noted that the start date for the inaugural class has been postponed from fall 2023 to spring 2024, making the transition to an apprenticeship program in the fall of 2024 fluid. Swanson noted that the contract with the Chamber is wholly funded by the ALOFT grant through June 30, 2025.

Director Gunn moved to approve the agreement with the Salina Area Chamber of Commerce for AIM Center marketing, communications, and administrative services at a cost not to exceed \$210,000 and authorize the Executive Director to sign. Director Boos seconded. The motion carried unanimously.

Kansas-State University-Salina Agreement for AIM Center Instructional Services

Rogers provided an overview of the agreement with KSU Salina for the AIM Center professional education services. Dreiling stated the AIM Center pre-apprenticeship training and instruction will be provided by qualified aviation maintenance instructors such as K-State Salina instructors. The total budget for training and instruction salaries under the Grant Administration Plan budget is \$224,600. The AIM center instruction costs are funded by the Airport Authority's Kansas Department ALOFT grant.

Director Boos moved to approve the agreement with K-State Salina for AIM Center professional education services, at a cost not to exceed \$224,600, and authorize the Executive Director to sign the Professional Education and Outreach Agreements. Director Gunn seconded the motion.

Motion carried 5 – 0.

Staff Reports

Rogers updated the board on the development of the North Ramp MRO project. Construction would include a large hangar facility to support Maintenance, Repair, and Overhaul (MRO) operations specifically to house two (2) wide body aircraft simultaneously, such as the Boeing 777,767 and Airbus A330. The next step will be for staff to issue the Notice for Statements of Qualifications and Interest for project designs.

Rogers provided the overview of the FAA FAST SAF project. Senator Moran's office is supporting this grant program designed to accelerate the deployment of SAF. Rogers proposes that the airport could build a blending and storage facility, addressing the Avflight and Avfuel need for the blended SAF product in a five-state area. Grant applications are due in November.

Staff has submitted the FAA BIL ATP application for the terminal building expansion project. Cost of construction is \$16M, with federal grant funding covering \$14M. Results should be known by February, 2024.

Rogers noted staff received the GO letter from the Federal Aviation Administration for the Runway 12/30 rehabilitation project (construction phase) as part of the FY 2024 Capital Improvement Program.

Cunningham reviewed the construction progress at Hangar H626. Director Gunn moved to recess the meeting to tour the hangar, and then to adjourn the meeting at Hangar H626. Director O'Brien seconded, and the motion carried 5 – 0.

The meeting adjourned at 9:55 A.M. following the duly made motion, carrying 3 – 0.

Minutes approved at the November 15, 2023 board meeting.

Kasey L. Windhorst, Board Clerk

(SEAL)

SALINA AIRPORT AUTHORITY
AIRPORT ACTIVITY REPORT
2023

AIR TRAFFIC/ATCT

October, 2023	7,112 Operations 630 Instrument Operations 508 Peak Day
October, 2022	8,289 Operations 664 Instrument Operations 478 Peak Day
January 2023 - October 2023	69,901 Operations
January 2022 - October 2022	58,758 Operations
January 2021 - October 2021	68,699 Operations

FUEL FLOWAGE

October, 2023	228,702 Gallons
October, 2022	147,216 Gallons
January 2023 - October 2023	1,799,058 Gallons
January 2022 - October 2022	2,020,678 Gallons
January 2021 - October 2021	1,764,769 Gallons

		Avflight	
		Military/Gov't	Self-fuel
KSU-S	Avflight Salina	Portion	Station Portion
13,131	215,571	92,913	182
14,325	132,891	24,217	236
111,897	1,687,161	580,080	2,707
110,168	1,910,510	750,260	3,353
110,794	1,653,975	348,936	4,974

SkyWest Airlines

ENPLANEMENTS

DEPLANEMENTS

TOTAL

October, 2023	1,174 Passengers	1,152 Passengers	2,326
October, 2022	1,270 Passengers	1,308 Passengers	2,578
January 2023 - October 2023	12,800 Passengers		
January 2022 - October 2022	15,822 Passengers		
January 2021 - October 2021	14,372 Passengers		

ENPLANEMENTS - Charter Flights

October, 2023	38 Passengers
October, 2022	68 Passengers
January 2023 - October 2023	500 Passengers
January 2022 - October 2022	2,636 Passengers
January 2021 - October 2021	1,227 Passengers

TOTAL ENPLANEMENTS - Scheduled Flights & Charter Flights

October, 2023	1,212 Passengers
October, 2022	1,338 Passengers
January 2023 - October 2023	13,300 Passengers
January 2022 - October 2022	18,458 Passengers
January 2021 - October 2021	15,599 Passengers

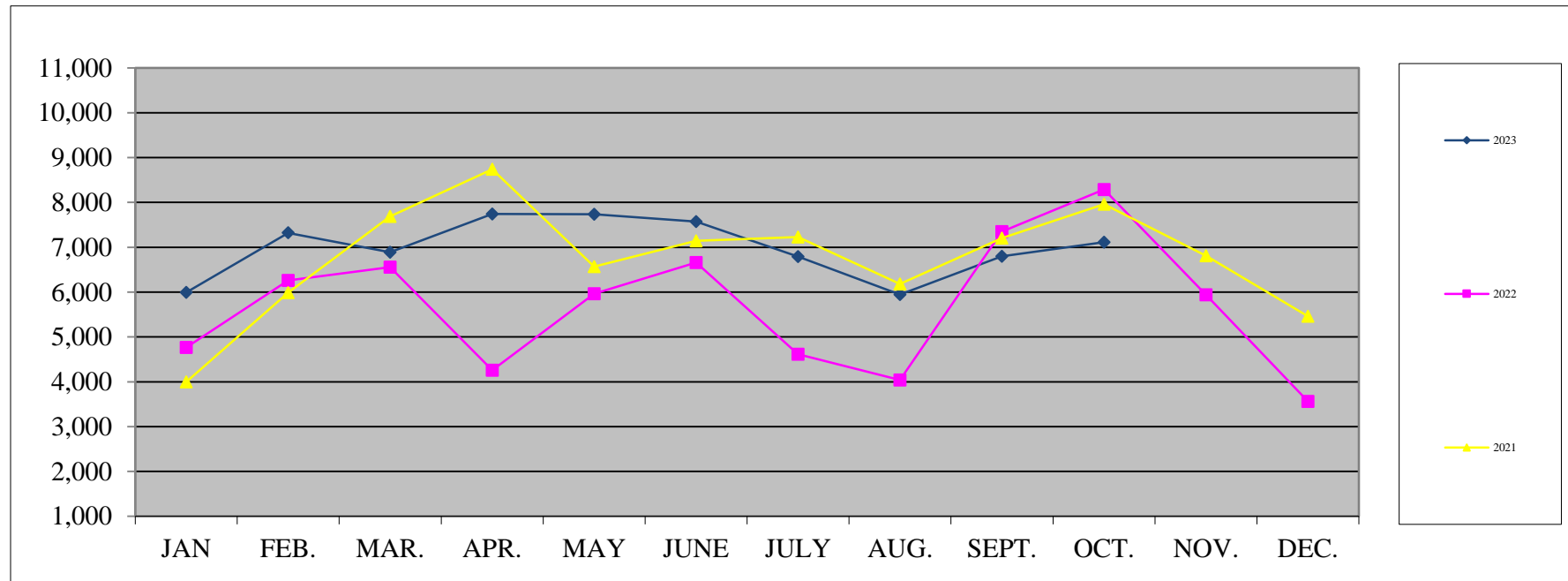
AIRPORT TRAFFIC RECORD

2022 - 2023

	ITINERANT					LOCAL			
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	Total Operations
2023									
January, 23	125	1,650	655	267	2,697	3,018	278	3,296	5,993
February, 23	130	2,351	701	299	3,481	3,615	224	3,839	7,320
March, 23	138	1,757	652	349	2,896	3,766	228	3,994	6,890
April, 23	130	2,074	759	348	3,311	4,246	186	4,432	7,743
May, 23	128	1,893	898	341	3,260	4,184	290	4,474	7,734
June, 23	133	1,930	856	373	3,292	4,010	270	4,280	7,572
July, 23	130	1,553	842	252	2,777	3,780	234	4,014	6,791
August, 23	120	1,422	873	306	2,721	2,934	290	3,224	5,945
September, 23	134	1,836	1,541	228	3,739	2,986	76	3,062	6,801
October, 23	148	1,785	786	181	2,900	4,092	120	4,212	7,112
November, 23									
December, 23									
Totals January - October	1,316	18,251	8,563	2,944	31,074	36,631	2,196	38,827	69,901
2022									
January, 22	124	1,618	610	156	2,508	2,062	194	2,256	4,764
February, 22	128	2,269	680	151	3,228	2,974	58	3,032	6,260
March, 22	131	2,009	722	329	3,191	3,188	178	3,366	6,557
April, 22	176	1,876	616	151	2,819	1,381	58	1,439	4,258
May, 22	186	1,617	711	176	2,690	3,093	182	3,275	5,965
June, 22	178	1,782	749	450	3,159	3,209	292	3,501	6,660
July, 22	148	1,508	773	88	2,517	2,040	56	2,096	4,613
August, 22	122	1,392	644	168	2,326	1,630	84	1,714	4,040
September, 22	140	2,305	1,058	673	4,176	2,912	264	3,176	7,352
October, 22	140	2,622	1,451	182	4,395	3,802	92	3,894	8,289
November, 22									
December, 22									
Totals January - October	1,473	18,998	8,014	2,524	31,009	26,291	1,458	27,749	58,758
Difference	-157	-747	549	420	65	10,340	738	11,078	11,143
YTD % Change	-11%	-4%	7%	17%	0%	39%	51%	40%	19%
Legend:	AC: Air Carrier		AT: Air Taxi						
	GA: General Aviation		MI: Military						

AIR TRAFFIC

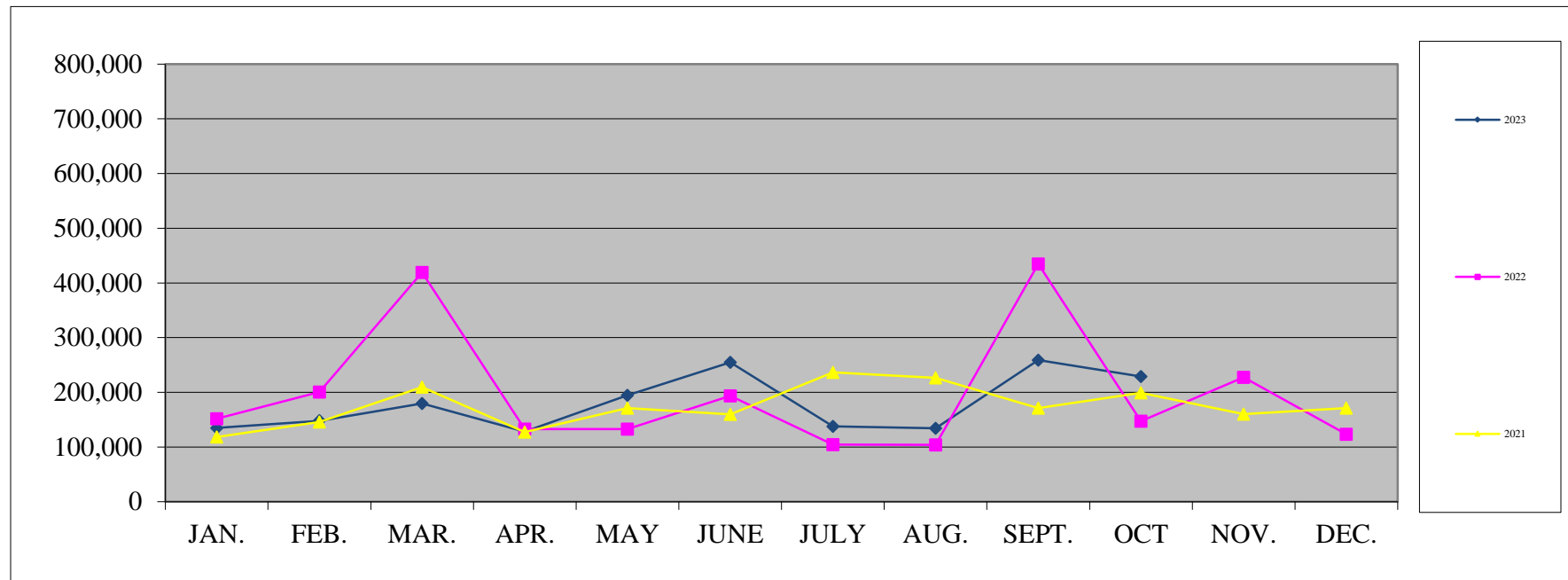
	<u>JAN</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
2023	5,993	7,320	6,890	7,743	7,734	7,572	6,791	5,945	6,801	7,112			69,901
2022	4,764	6,260	6,557	4,258	5,965	6,660	4,613	4,040	7,352	8,289	5,940	3,564	68,262
2021	3,996	5,989	7,688	8,739	6,570	7,142	7,230	6,181	7,206	7,958	6,808	5,463	80,970
2020	3,109	6,494	2,841	1,398	2,614	5,846	5,399	7,318	7,550	8,532	5,078	4,269	60,448
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



FUEL FLOWAGE

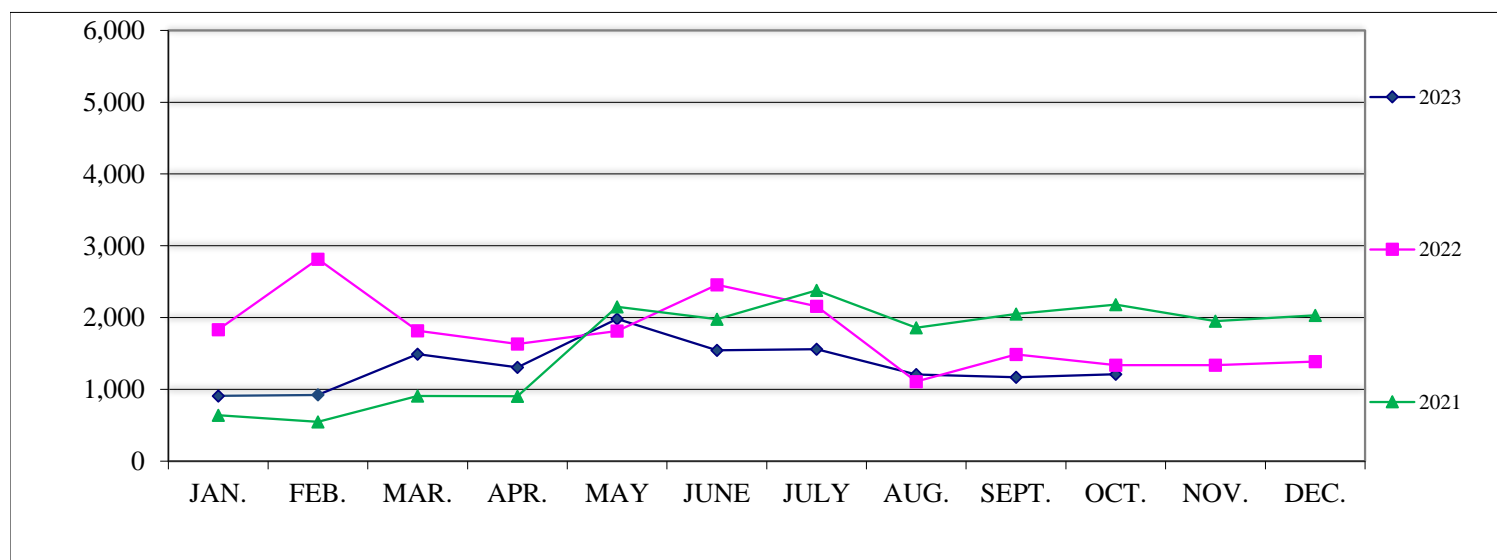
Gallons of Fuel Sold at SLN

	<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>
2023	134,955	147,775	179,414	128,122	194,746	254,599	137,603	134,249	258,893	228,702			1,799,058
2022	151,697	200,550	418,947	132,791	132,881	193,611	104,328	103,932	434,725	147,216	227,214	123,281	2,371,173
2021	118,269	145,726	209,376	127,107	171,289	159,725	236,452	226,367	171,259	199,197	160,279	171,150	2,096,198
2020	118,337	341,329	124,865	56,765	90,326	105,987	142,234	692,613	128,710	208,081	170,893	114,869	2,295,009
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



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>TOTAL</u>
2023	910	922	1,489	1,307	1,982	1,544	1,558	1,209	1,167	1,212			13,300
2022	1,833	2,815	1,815	1,634	1,813	2,458	2,157	1,109	1,486	1,338	1,339	1,386	20,252
2021	638	548	909	904	2,151	1,979	2,379	1,859	2,050	2,182	1,949	2,032	19,407
2020	1,232	4,716	2,219	52	105	338	392	1,705	552	624	602	628	10,561
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



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

SALINA Airport *Authority*

OCTOBER 2023

FINANCIAL STATEMENTS

Moody's Credit Opinion -
Salina Airport Authority, KS /
8 May 2023

Salina Airport Authority
Statement of Net Position Prev Year Comparison
As of October 31, 2023

11/09/2023

	Oct 31, 23	Sep 30, 23	\$ Change	Oct 31, 22	\$ Change	% Change
ASSETS						
Current Assets						
Checking/Savings						
Cash in Bank-Bond Funds	7,234,474	9,151,863	-1,917,389	1,404,517	5,829,957	415%
Cash in bank-Operating Funds	2,013,273	2,073,631	-60,358	1,890,364	122,909	7%
Cash in Bank - AIM Center	997	993	4	0	997	100%
Cash in Bank - Mill Levy	819,032	777,092	41,940	754,772	64,260	9%
Total Checking/Savings	10,067,776	12,003,579	-1,935,803	4,049,653	6,018,123	149%
Accounts Receivable						
Accounts Receivable	105,938	188,448	-82,510	105,350	588	1%
Total Accounts Receivable	105,938	188,448	-82,510	105,350	588	1%
Other Current Assets						
Mill Levy receivable	19,989	61,553	-41,564	0	19,989	100%
Other current assets	807,833	810,930	-3,097	1,093,855	-286,022	-26%
Undeposited Funds	48,554	7,186	41,368	3,257	45,297	1,391%
Total Other Current Assets	876,376	879,669	-3,293	1,097,112	-220,736	-20%
Total Current Assets	11,050,090	13,071,696	-2,021,606	5,252,115	5,797,975	110%
Fixed Assets						
Fixed assets at cost	106,367,875	105,666,002	701,873	100,741,582	5,626,293	6%
Less accumulated depreciation	-55,953,721	-55,703,721	-250,000	-52,423,100	-3,530,621	-7%
Total Fixed Assets	50,414,154	49,962,281	451,873	48,318,482	2,095,672	4%
Other Assets						
Deferred Outflow of Resources	1,147,779	1,147,779	0	1,085,654	62,125	6%
Other assets	3,009,970	3,009,970	0	3,331,006	-321,036	-10%
Total Other Assets	4,157,749	4,157,749	0	4,416,660	-258,911	-6%
TOTAL ASSETS	65,621,993	67,191,726	-1,569,733	57,987,257	7,634,736	13%
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts payable	82,635	1,416,289	-1,333,654	645,003	-562,368	-87%
Total Accounts Payable	82,635	1,416,289	-1,333,654	645,003	-562,368	-87%
Total Credit Cards	0	1,523	-1,523	-459	459	100%
Other Current Liabilities						
Accrued debt interest payable	87,158	42,567	44,591	86,052	1,106	1%
Debt, current portion	1,760,000	1,760,000	0	1,710,800	49,200	3%
Deferred Agri Land Revenue	0	5,917	-5,917	0	0	0%
Deferred Mill Levy revenue	455,479	683,218	-227,739	393,084	62,395	16%
Other current liabilities	276,423	309,899	-33,476	335,492	-59,069	-18%
Total Other Current Liabilities	2,579,060	2,801,601	-222,541	2,525,428	53,632	2%
Total Current Liabilities	2,661,695	4,219,413	-1,557,718	3,169,972	-508,277	-16%
Long Term Liabilities						
Debt - Long Term	33,029,395	33,029,395	0	24,927,207	8,102,188	33%
Deferred Inflows of Resources	3,621,787	3,621,787	0	4,430,714	-808,927	-18%
Less current portion	-1,760,000	-1,760,000	0	-1,710,800	-49,200	-3%
Net OPEB Liability (KPERS)	9,003	9,003	0	13,911	-4,908	-35%
Net Pension Liability	942,015	942,015	0	509,789	432,226	85%
Security Deposits Returnable	117,986	118,134	-148	128,146	-10,160	-8%
Total Long Term Liabilities	35,960,186	35,960,334	-148	28,298,967	7,661,219	27%
Total Liabilities	38,621,881	40,179,747	-1,557,866	31,468,939	7,152,942	23%
Equity						
Invested in Capital Assets net	25,396,445	25,561,843	-165,398	26,657,574	-1,261,129	-5%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	1,122,599	957,202	165,397	-3,825,709	4,948,308	129%
Net Income	391,067	402,935	-11,868	3,596,453	-3,205,386	-89%
Total Equity	27,000,111	27,011,980	-11,869	26,518,318	481,793	2%
TOTAL LIABILITIES & EQUITY	65,621,992	67,191,727	-1,569,735	57,987,257	7,634,735	13%

Salina Airport Authority
Profit & Loss Budget Performance
October 2023

6:43 AM
11/09/2023
Accrual Basis

	Oct 23	Jan - Oct 23	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense						
Income						
Airfield revenue						
Fuel Flowage Fees	22,444	161,690	150,000	11,690	108%	180,000
Hangar rent	86,479	892,400	785,833	106,567	114%	943,000
Landing fees	2,254	21,541	25,458	-3,917	85%	30,550
Ramp rent	6,380	63,581	55,833	7,748	114%	67,000
Total Airfield revenue	117,557	1,139,212	1,017,124	122,088	112%	1,220,550
Building and land rent						
Agri land rent	5,590	69,539	59,167	10,372	118%	71,000
Building rents - Long Term						
Short-term leasing	31,387	340,028	471,667	-131,639	72%	566,000
Building rents - Long Term - Other	90,928	887,801	707,500	180,301	125%	849,000
Total Building rents - Long Term	122,315	1,227,829	1,179,167	48,662	104%	1,415,000
Land rent						
Basic Land Rent	12,012	114,564	106,311	8,253	108%	127,574
Property tax - tenant share	9,167	91,667	89,522	2,145	102%	107,426
Total Land rent	21,179	206,231	195,833	10,398	105%	235,000
Tank rent	1,306	12,286	12,200	86	101%	14,640
Total Building and land rent	150,390	1,515,885	1,446,367	69,518	105%	1,735,640
Other revenue						
Airport Marketing	0	20,000	16,667	3,333	120%	20,000
ARFF Training	0	4,320	0	4,320	100%	0
Commissions	0	23,311	16,667	6,644	140%	20,000
Other income	4,341	46,345	62,500	-16,155	74%	75,000
Total Other revenue	4,341	93,976	95,834	-1,858	98%	115,000
Total Income	272,288	2,749,073	2,559,325	189,748	107%	3,071,190
Gross Income	272,288	2,749,073	2,559,325	189,748	107%	3,071,190
Expense						
Administrative expenses						
A/E, consultants, brokers	9,870	84,043	38,889	45,154	216%	46,667
Airport promotion	16,500	212,762	209,167	3,595	102%	251,000
Bad Debt Expense	0	0	4,167	-4,167	0%	5,000
Computer/Network Admin.	7,062	40,218	43,600	-3,382	92%	52,320
Dues and subscriptions	783	22,192	24,308	-2,116	91%	29,170
Employee retirement	10,322	81,438	77,069	4,369	106%	92,483
FICA and medicare tax expense	8,245	64,766	61,094	3,672	106%	73,313
Industrial development	4,792	47,917	50,000	-2,083	96%	60,000
Insurance , property	18,750	187,917	187,500	417	100%	225,000
Insurance, medical	19,364	179,534	185,000	-5,466	97%	222,000
Kansas unemployment tax	0	739	833	-94	89%	1,000
Legal and accounting	0	47,000	50,000	-3,000	94%	60,000
Office salaries	75,089	528,724	499,744	28,980	106%	599,693
Office Supplies	0	5,302	8,333	-3,031	64%	10,000
Other administrative expense	702	11,027	12,375	-1,348	89%	14,850
Postage	0	1,626	1,667	-41	98%	2,000
Property appraisal expense	0	0	0	0	0%	0
Property tax expense	12,083	120,833	120,833	0	100%	145,000
Special Events	0	1,099	1,667	-568	66%	2,000
Telephone	2,065	16,410	23,500	-7,090	70%	28,200
Training	0	4,529	9,458	-4,929	48%	11,350
Travel and meetings	240	5,033	12,500	-7,467	40%	15,000
Total Administrative expenses	185,867	1,663,109	1,621,704	41,405	103%	1,946,046

	Oct 23	Jan - Oct 23	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Maintenance expenses						
Airfield maintenance	1,062	46,150	41,667	4,483	111%	50,000
Airport Security	0	1,648	2,083	-435	79%	2,500
Building maintenance	15,531	188,372	154,167	34,205	122%	185,000
Equipment fuel and repairs	8,871	74,716	66,667	8,049	112%	80,000
Fire Services	0	3,646	26,667	-23,021	14%	32,000
Grounds maintenance	75	13,927	18,333	-4,406	76%	22,000
Maintenance salaries	32,964	341,594	332,520	9,074	103%	399,024
Other maintenance expenses	1,085	14,905	18,333	-3,428	81%	22,000
Snow removal expense	0	413	16,667	-16,254	2%	20,000
Utilities	12,249	177,754	233,333	-55,579	76%	280,000
Total Maintenance expenses	71,837	863,125	910,437	-47,312	95%	1,092,524
Total Expense	257,704	2,526,234	2,532,141	-5,907	100%	3,038,570
Net Ordinary Income	14,584	222,839	27,184	195,655	820%	32,620
Other Income/Expense						
Other Income						
Capital contributed	0	712,318	2,083,333	-1,371,015	34%	2,500,000
Gain on sale of assets	0	29,653	0	29,653	100%	0
Interest income						
Int. Income -2023 Bond Proceeds	36,230	175,821	21,667	154,154	811%	26,000
Interest income on deposits	4,168	74,223	8,333	65,890	891%	10,000
Total Interest income	40,398	250,044	30,000	220,044	833%	36,000
Mill levy income	227,739	2,283,813	2,277,393	6,420	100%	2,732,871
Total Other Income	268,137	3,275,828	4,390,726	-1,114,898	75%	5,268,871
Other Expense						
Debt interest expense net						
Bond issue cost	0	161,696	105,000	56,696	154%	105,000
Interest Expense on Debt	44,591	445,905	445,905	0	100%	535,086
Total Debt interest expense net	44,591	607,601	550,905	56,696	110%	640,086
Depreciation expense	250,000	2,500,000	2,500,000	0	100%	3,000,000
Total Other Expense	294,591	3,107,601	3,050,905	56,696	102%	3,640,086
Net Other Income	-26,454	168,227	1,339,821	-1,171,594	13%	1,628,785
Net Income	-11,870	391,066	1,367,005	-975,939	29%	1,661,405

Salina Airport Authority
Profit & Loss Prev Year Comparison
January through October 2023

6:31 AM
11/09/2023
Accrual Basis

	Jan - Oct 23	Jan - Oct 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
Airfield revenue				
Fuel Flowage Fees	161,690	181,838	-20,148	-11%
Hangar rent	892,400	821,515	70,885	9%
Landing fees	21,541	34,744	-13,203	-38%
Ramp rent	63,581	55,664	7,917	14%
Total Airfield revenue	1,139,212	1,093,761	45,451	4%
Building and land rent				
Agri land rent	69,539	67,965	1,574	2%
Building rents - Long Term				
Short-term leasing	340,028	388,445	-48,417	-12%
Building rents - Long Term - Other	887,801	777,923	109,878	14%
Total Building rents - Long Term	1,227,829	1,166,368	61,461	5%
Land rent				
Basic Land Rent	113,914	127,877	-13,963	-11%
Property tax - tenant share	91,667	89,522	2,145	2%
Land rent - Other	650	0	650	100%
Total Land rent	206,231	217,399	-11,168	-5%
Tank rent	12,286	12,200	86	1%
Total Building and land rent	1,515,885	1,463,932	51,953	4%
Other revenue				
Airport Marketing	20,000	20,000	0	0%
ARFF Training	4,320	5,610	-1,290	-23%
Commissions	23,311	22,029	1,282	6%
Other income	46,345	74,350	-28,005	-38%
Total Other revenue	93,976	121,989	-28,013	-23%
Total Income	2,749,073	2,679,682	69,391	3%
Gross Income	2,749,073	2,679,682	69,391	3%
Expense				
Administrative expenses				
A/E, consultants, brokers	84,043	75,773	8,270	11%
Airport promotion				
Air Serv. Mktg - SAA	202,925	203,704	-779	-0%
Airport promotion - Other	9,837	6,618	3,219	49%
Total Airport promotion	212,762	210,322	2,440	1%
Computer/Network Admin.	40,218	35,881	4,337	12%
Dues and subscriptions	22,192	28,293	-6,101	-22%
Employee retirement	81,438	74,483	6,955	9%
FICA and medicare tax expense	64,766	60,239	4,527	8%
Industrial development	47,917	47,917	0	0%
Insurance , property	187,917	192,682	-4,765	-2%
Insurance, medical	179,534	164,130	15,404	9%
Kansas unemployment tax	739	715	24	3%
Legal and accounting	47,000	51,023	-4,023	-8%
Office salaries	528,724	492,882	35,842	7%
Office Supplies	5,302	9,704	-4,402	-45%
Other administrative expense				
Merchant Processing Fees	6,825	6,475	350	5%
Other administrative expense - Other	4,202	4,804	-602	-13%
Total Other administrative expense	11,027	11,279	-252	-2%
Postage	1,626	1,077	549	51%
Property tax expense	120,833	120,471	362	0%
Special Events	1,099	1,553	-454	-29%
Telephone	16,410	18,089	-1,679	-9%
Training	4,529	7,443	-2,914	-39%
Travel and meetings	5,033	12,732	-7,699	-60%
Total Administrative expenses	1,663,109	1,616,688	46,421	3%

	Jan - Oct 23	Jan - Oct 22	\$ Change	% Change
Maintenance expenses				
Airfield maintenance	46,150	49,605	-3,455	-7%
Airport Security	1,648	377	1,271	337%
Building maintenance	188,372	178,013	10,359	6%
Equipment fuel and repairs	74,716	67,113	7,603	11%
Fire Services	3,646	5,018	-1,372	-27%
Grounds maintenance	13,927	17,976	-4,049	-23%
Maintenance salaries	341,594	322,888	18,706	6%
Other maintenance expenses	14,905	23,541	-8,636	-37%
Snow removal expense	413	8,740	-8,327	-95%
Utilities	177,754	235,253	-57,499	-24%
Total Maintenance expenses	863,125	908,524	-45,399	-5%
Total Expense	2,526,234	2,525,212	1,022	0%
Net Ordinary Income	222,839	154,470	68,369	44%
Other Income/Expense				
Other Income				
Capital contributed				
ARPA Grant No. 45 - Equipment	0	0	0	0%
ARPA Grant No. 45 - Operating	0	75,272	-75,272	-100%
Capital contributed - Other	712,318	4,303,242	-3,590,924	-83%
Total Capital contributed	712,318	4,378,514	-3,666,196	-84%
Gain on sale of assets	29,653	0	29,653	100%
Interest income				
Int. Income -2023 Bond Proceeds	175,821	0	175,821	100%
Interest income on deposits	74,223	6,732	67,491	1,003%
Total Interest income	250,044	6,732	243,312	3,614%
Mill levy income	2,283,813	2,038,583	245,230	12%
Total Other Income	3,275,828	6,423,829	-3,148,001	-49%
Other Expense				
2021-05-26 Storm Damage Repairs	0	7,107	-7,107	-100%
2021-12-15 Storm Damage Repairs	0	71,787	-71,787	-100%
Debt interest expense net				
Bond issue cost	161,696	11,640	150,056	1,289%
Interest Expense on Debt	445,905	470,442	-24,537	-5%
Total Debt interest expense net	607,601	482,082	125,519	26%
Depreciation expense	2,500,000	2,420,870	79,130	3%
Total Other Expense	3,107,601	2,981,846	125,755	4%
Net Other Income	168,227	3,441,983	-3,273,756	-95%
Net Income	391,066	3,596,453	-3,205,387	-89%

Salina Airport Authority
Capital Additions Budget vs. Actual
As of October 31, 2023

8:04 AM
11/09/2023
Accrual Basis

	Oct. 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
ASSETS					
Fixed Assets					
Fixed assets at cost					
Airfield					
AIP-42 Rwy 17/35 Rehab		8,947	50,410	-41,463	18%
AIP-47 Fuel Farm-A/E & Bidding		212,048	200,000	12,048	106%
AIP-48 Rwy 12/30 Rehab Design		0	375,000	-375,000	0%
AIP-49 Fuel Farm Construction		12,618	8,417,585	-8,404,967	0%
AIP-XX AFFF to F3 Transition	1,221	6,816	25,000	-18,184	27%
AIP-XX SRE Equip A/E & Acq.	11,028	12,803	45,000	-32,197	28%
AIP-XX Term. Bldg. Exp. Design		52,259	55,000	-2,741	95%
AIP-XX Term. Parking Lot Design		20,900	560,000	-539,100	4%
Airfield Improvements	22,530	79,695	50,000	29,695	159%
Fuel Farm Construction-Non Fed		28,028	1,860,000	-1,831,972	2%
GA Hangar Construction	647,144	1,501,052	2,912,809	-1,411,757	52%
Rwys 17/35 - 12/30 LED Lighting		57,128	30,000	27,128	190%
Total Airfield	681,923	1,992,294	14,580,804	-12,588,510	14%
Buildings & Improvements					
Bldg. 120 Terminal building					
Concourse Imps.		7,200	20,000	-12,800	36%
Total Bldg. 120 Terminal building	0	7,200	20,000	-12,800	36%
Building improvements					
Bldg. 412 Imps.		36,475	25,000	11,475	146%
Bldg. 520 Imps.		708	20,000	-19,292	4%
Bldg. Imps. Other		50,587	75,000	-24,413	67%
Hangar 504 Improvements		2,604	10,000	-7,396	26%
Hangar 626 Rehabilitation		2,087,077	5,020,000	-2,932,923	42%
Hangar 959 Rehabilitation		58,750	100,000	-41,250	59%
Total Building improvements	0	2,236,201	5,250,000	-3,013,799	43%
FBO Improvements					
Bldg. 700 Imps. Avflight North		4,370	20,000	-15,630	22%
Hangar 409-1 Imps Avflight So.	0	0	20,000	-20,000	0%
Total FBO Improvements	0	4,370	40,000	-35,630	11%
Pumphouse 305		5,069	15,000	-9,931	34%
Total Buildings & Improvements	0	2,252,840	5,325,000	-3,072,160	42%
Equipment					
Airfield Equipment		10,211	15,000	-4,789	68%
ARFF equipment		6,569	25,000	-18,431	26%
Communications equipment	14,099	14,099	20,000	-5,901	70%
Computer equipment	5,997	18,802	15,000	3,802	125%
Industrial center equipment		3,800	25,000	-21,200	15%
Office equipment		0	7,500	-7,500	0%
Other Equipment		0	15,000	-15,000	0%
Shop equipment		7,900	15,000	-7,100	53%
Terminal bldg equipment		0	10,000	-10,000	0%
Total Equipment	20,096	61,381	147,500	-86,119	42%
Land					
Airport Indust. Cent. Imps.		1,955	15,000	-13,045	13%
Rail Spur Imps.		0	20,000	-20,000	0%
Total Land	0	1,955	35,000	-33,045	6%
Total Fixed assets at cost	702,020	4,308,470	20,088,304	-15,779,834	21%

11/08/23

Salina Airport Authority

Significant Capital Expenditures Detail

October 2023

Type	Date	Name	Memo	Amount	Balance
Fixed assets at cost					
Airfield					
AIP-XX AFFF to F3 Transition					
Bill	10/28/2023	Dragun Corp	AFFF/F3 Transition consulting srvc (October 2023)	1,221.25	1,221.25
Total AIP-XX AFFF to F3 Transition				1,221.25	1,221.25
AIP-XX SRE Equip A/E & Acq.					
Bill	10/09/2023	Garver, LLC	Snow Removal Equip. Acquisition - Progress Payment	2,646.00	2,646.00
Bill	10/27/2023	Garver, LLC	Progress billing - Snow Removal Equipment Acquisition	8,381.80	11,027.80
Total AIP-XX SRE Equip A/E & Acq.				11,027.80	11,027.80
Airfield Improvements					
Bill	10/11/2023	APAC-Kansas, Inc., Shears Div.	Heave repairs - Milling, 2" asphalt paving	22,530.20	22,530.20
Total Airfield Improvements				22,530.20	22,530.20
GA Hangar Construction					
Bill	10/17/2023	Bieberly Architects P.A.	Code footprint drawings for New Hangars	3,500.00	3,500.00
Bill	10/19/2023	Bret Givens Construction, Inc.	GA Hangar Construction (Bldgs. 2 & 4)	643,464.00	646,964.00
Bill	10/24/2023	Dellinger Temp Fence & Supply L...	Temp Construction Fence for GA Hangar Project, additional monthly r...	180.00	647,144.00
Total GA Hangar Construction				647,144.00	647,144.00
Total Airfield				681,923.25	681,923.25
Equipment					
Communications equipment					
Bill	10/26/2023	Ka-Comm, Inc.	ATCT - Provide and Install Telex Touch Screen Tower light solution	14,099.44	14,099.44
Total Communications equipment				14,099.44	14,099.44
Computer equipment					
Bill	10/19/2023	Nex-Tech Communications, LLC	Tech fee	73.13	73.13
Bill	10/19/2023	Nex-Tech Communications, LLC	H509 and H600 Upgrade of 48 port switches	4,875.08	4,948.21
Bill	10/23/2023	Nex-Tech Communications, LLC	ARFF Station wireless network - replace switch and access point, Aru...	1,048.80	5,997.01
Total Computer equipment				5,997.01	5,997.01
Total Equipment				20,096.45	20,096.45
Total Fixed assets at cost				702,019.70	702,019.70
TOTAL				702,019.70	702,019.70

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11/09/23

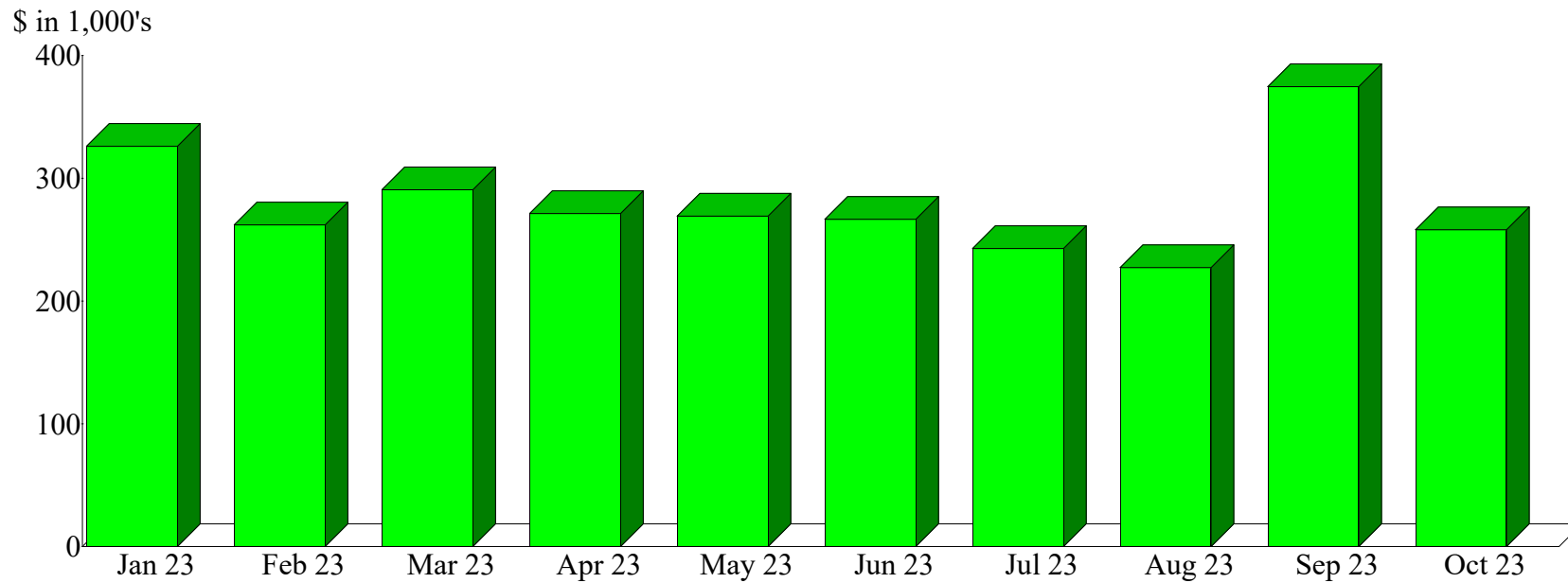
Accrual Basis

Salina Airport Authority
Distributions from the Bond Project Funds
As of October 31, 2023

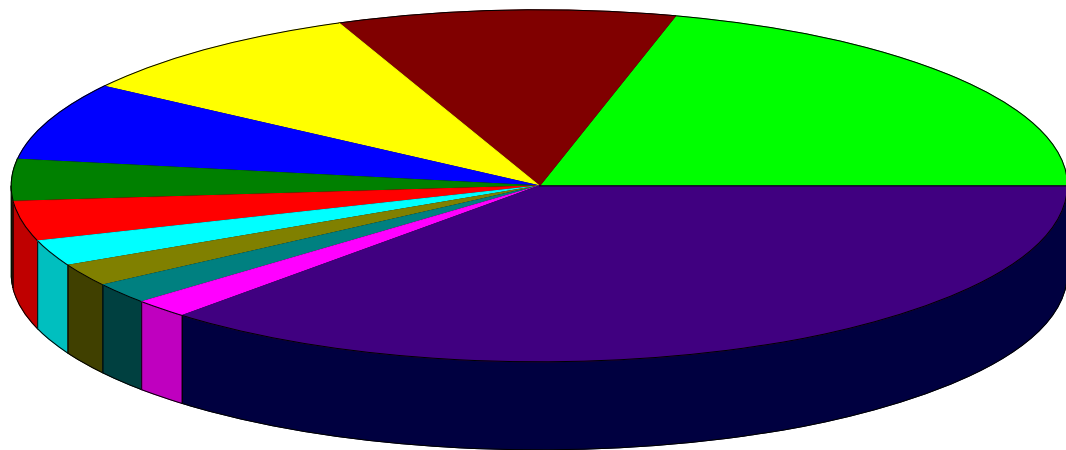
Type	Date	Name	Memo	Debit	Credit	Balance
Cash in Bank-Bond Funds						9,150,897.85
BSB 2022-1 GO Temp Note (9668)						4,921.66
Total BSB 2022-1 GO Temp Note (9668)						4,921.66
Equity- 2023 GO Bond (8824)						9,145,976.19
Bill Pmt -Check	10/02/2023	City of Salina, Kansas	Commercial plan review fees		11,891.48	9,134,084.71
Bill Pmt -Check	10/12/2023	Bret Givens Construction, Inc.	Buildings 1 and 3 (of 4), delivered		571,703.00	8,562,381.71
Bill Pmt -Check	10/12/2023	Hutton Corporation	DS 22071 H626 Remodel Design Contract Progress estimate #11		4,920.00	8,557,461.71
Bill Pmt -Check	10/12/2023	Hutton Corporation	230019 H626 Renovations Progress estimate #6		717,739.88	7,839,721.83
Bill Pmt -Check	10/20/2023	Bret Givens Construction, Inc.	Buildings 2 and 4 delivered		643,464.00	7,196,257.83
Bill Pmt -Check	10/25/2023	Bieberly Architects P.A.	Code footprint drawings for new hangars		3,500.00	7,192,757.83
Bill Pmt -Check	10/25/2023	Earles Engineering & Inspections, Inc.	GA Hangar site survey; preliminary design; final desing - progress payment - Final		400.00	7,192,357.83
Deposit	10/31/2023		Interest	36,226.35		7,228,584.18
Total Equity- 2023 GO Bond (8824)				36,226.35	1,953,618.36	7,228,584.18
Total Cash in Bank-Bond Funds				36,226.35	1,953,618.36	7,233,505.84
TOTAL				36,226.35	1,953,618.36	7,233,505.84

Sales by Month
January through October 2023

Dollar Sales



Sales Summary
January through October 2023

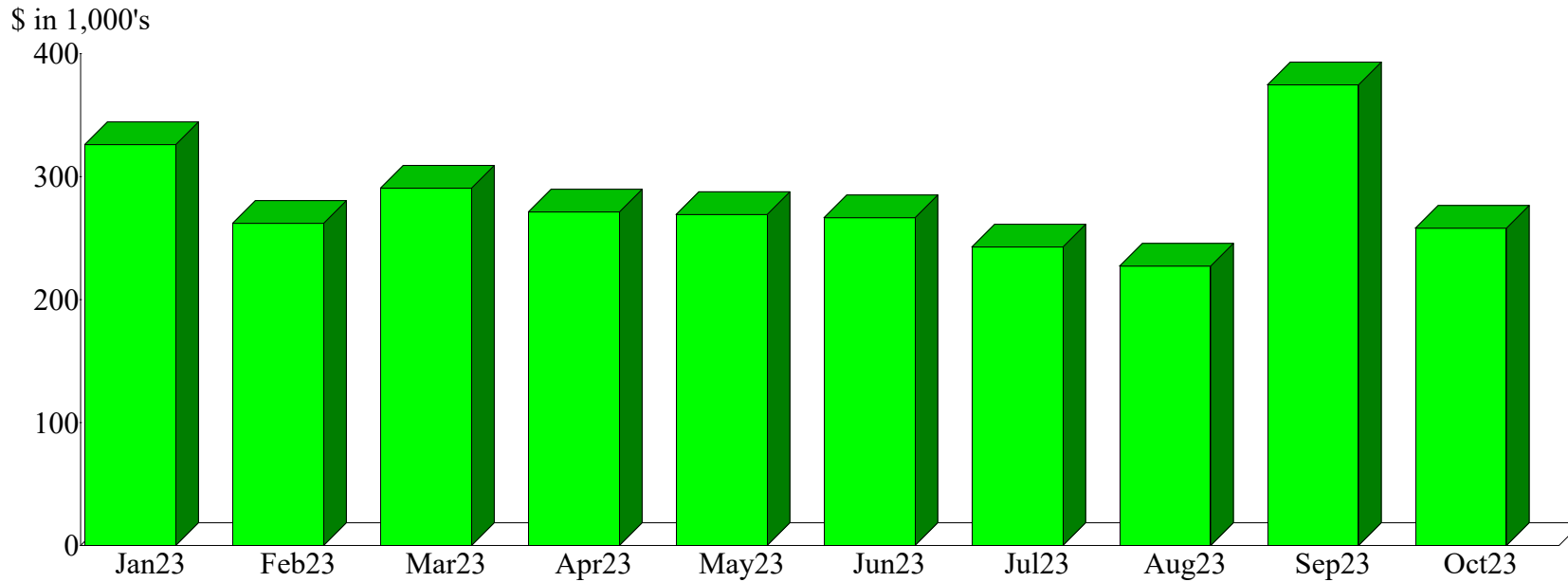


1 Vision Aviation, PLLC	20.96%
Avflight Salina	10.40
Kansas Erosion Products, LLC.	9.27
Stryten Salina, LLC	7.22
Universal Forest Products (UFP)	3.83
K-State Salina	3.82
SFC Global Supply Chain	2.48
Nellis AFB	2.14
Durham School Service, L.P.	2.00
Gartner Refrigeration, Inc.	1.89
Other	36.00
Total	\$2,788,835.75

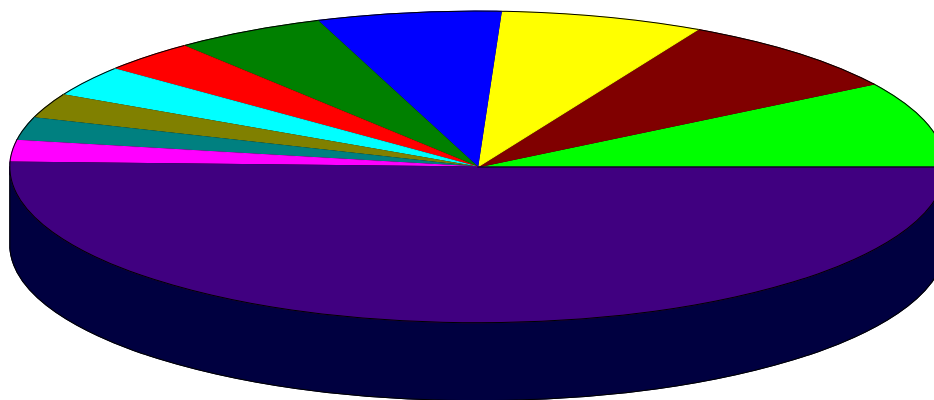
By Customer

Sales by Month
January through October 2023

Dollar Sales



Sales Summary
January through October 2023



H-00959-1 (Hangar Facility H959 - 2044 S	8.92%
H-0606-3 (Hangar 606, 2630 Arnold Court	8.31
B-01021 (Building #1021 located at 3600	7.15
B-00655-3 (Bldg. #655 (96,611 SF) - 2656	6.39
FFF-Avflight Salina (Fuel Flowage Fee @	5.31
B-00620-1 (Building #620 (30,000 SF) an	3.42
H-0600-1 (Hangar 600 - 20,217 sq. ft.)	3.32
Insurance(CP) (Insurance Reimbursement)	2.57
H-0600-4 (Hangar 600 - 2720 Arnold Court	2.42
H-00409-1 (FBO Hangar - 2010 Rogers Ct.)	2.31
Other	49.88
Total	\$2,788,835.75

By Item

\$5,000,000
Salina Airport Authority
Taxable General Obligation Temporary Notes
Series 2023-1

Bid Tabulation Sheet

Proposal Date: November 7, 2023
Dated and Delivery: December 6, 2023
Principal & Interest Due: December 1, 2024 (or earlier call)
First Call Date: August 1, 2024

Bidder	Net Interest Cost*	Total Interest Cost
1. Sunflower Bank	5.201%*	\$256,458.33*
2. First Bank	6.125%	\$301,996.53
3. Central National Bank	6.488%	\$319,894.44
4. Bennington State Bank	6.850%	\$337,743.06
5. UMB	7.000%	\$345,138.89

* Includes estimated coupon rate of 5.10% plus \$5,000 of bank legal fees. Actual coupon rate will be 0.23% less than 1 year US Treasury rate.

SUNFLOWER PUBLIC FINANCE & TAX EXEMPT SPECIALTY LENDING FINANCING PROPOSAL

James Manning
Managing Director Public Finance & Tax Exempt
Direct: 602-300-0759 | Office: 480-676-6648
James.Manning@Sunflowerbank.com
355 E Germann Rd., Ste. 110 | Gilbert, AZ 85297



First National 1870 and Guardian Mortgage are divisions of Sunflower Bank, N.A.

November 6, 2023

Re: \$5,000,000 request to provide financing for Salina Airport Authority Aviation Fuel Facility Project

Sunflower Bank, N.A., (the “Bank”, or “SBNA”) is pleased to present this confidential proposal to provide financing to the Salina Airport Authority, in the amount and on the terms and conditions as outlined below. This is not a commitment to Lend and is subject to additional due diligence and documentation satisfactory to the Bank.

Lender: Sunflower Bank, N.A.

Borrower: Salina Airport Authority (the “Authority”)

Issue: \$5,000,000 (subject to change) Taxable General Obligation Temporary Notes Series 2023-1 (the “Note”)

Loan Purpose: Construction of a new above-ground aviation fuel facility (the “Project”), which includes decommissioning the existing fuel facility and installation of a new fueling system and supporting access road and all other improvements necessary and related thereto.

Security: To be repaid from the issuance of general obligation bonds or notes and, if not so paid, from the Authority’s ability to levy unlimited ad valorem property taxes.

Funding/Dated Date: Closing to occur on or about December 6, 2023

Term: 1 year

Interest Rate: Taxable Fixed rate of 5.15%, rate is indicative as of November 3, 2023. Once this proposal is accepted, rate will be locked in for up to 30 days based on 1 year Treasury minus 23 bps.

Origination Fee: None

Payments: At maturity or earlier optional redemption. Interest calculated on a 30/360 interest basis.

Amortization: All accrued interest and principal will be due at maturity.

Prepayment: Callable August 1, 2024, and anytime thereafter in whole or in part @ 100% plus accrued interest.

Banking Relationship: It is expected that the Authority’s primary banking relationship will continue to be held with SBNA.

Reporting Requirements: Annual audit inclusive of the most recent assessed valuation and taxpayer concentration will be due

SUNFLOWER PUBLIC FINANCE & TAX EXEMPT SPECIALTY LENDING FINANCING PROPOSAL

within 270 days of FYE.

- Credit Approval:** While the terms of this proposal have been discussed with all individuals involved in final approval, the conditions and terms within this proposal remain subject to formal underwriting and credit approval by the Bank. It is expected that formal credit approval can be provided within 2 weeks of acceptance of this proposal.
- Paying Agent:** Kansas State Treasurer
- Bond Counsel:** Gilmore & Bell, P.C.
- Municipal Advisor:** Stifel, Nicolaus & Company
- Fees:** Borrower to pay all fees associated with the proper due diligence, underwriting and documentation of the Note as applicable including, but not limited to, bond counsel, financial advisor, and Bank's counsel. Borrower will be responsible for covering Bank's Counsel fees.
- Documentation:** Bank shall require Qualified Bond Counsel to document the proposed transaction, subject to the Bank and Bank Counsel's review and acceptance at its sole discretion.
- Assignment:** The Lender retains the right to assign its interest in the loan to another "qualified institutional buyer" or an "accredited investor" within the meaning of the Securities Act of 1933, as amended in whole, and to sell or assign participation interests in each Bond, given sufficient notification to the Borrower and delivery of a signed investor letter in the form required by the documents.
- IRS Disclosure:** Neither the Lender nor its affiliates provide tax advice. Accordingly, any discussion of U.S. tax matters, contained herein, is not written, or intended to be used, and cannot be used, in connection with the promotion, marketing, or recommendation by anyone unaffiliated with the Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.
- Advisory Disclosure:** The Lender is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this proposal, the Lender is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This proposal is a commercial, arms-length proposal that does not create a fiduciary duty by the Borrower. The Borrower may engage separately and at its own cost, an advisor to review this Proposal and the proposed transaction on their behalf.



SUNFLOWER PUBLIC FINANCE & TAX EXEMPT SPECIALTY LENDING FINANCING PROPOSAL

If you find this proposal acceptable, please confirm by signing below and returning this letter. Thank you for your consideration and please contact me if you have any questions regarding the proposal. Unless accepted by the Authority or extended in writing by the Lender, this proposal shall expire on November 28, 2023. Once accepted, this proposal shall expire and along with any rate lock that may be in place, if the loan has not closed by January 15, 2024.

Sincerely,

SUNFLOWER PUBLIC FINANCE, LLC



James Manning

Managing Director - Public Finance & Tax-Exempt Specialty Lending



Cheryl Campbell

Market President

The undersigned hereby accepts and agrees to the terms of this financial proposal.

Agreed to and Accepted by:

OBLIGOR:

Salina Airport Authority

By: _____

Title: _____

Date: _____

RESOLUTION NO. 23-17

OF

THE SALINA AIRPORT AUTHORITY (SALINA, KANSAS)

ADOPTED

NOVEMBER 15, 2023

**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1**

RESOLUTION

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RESOLUTION NO. 23-17

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023-1, OF THE SALINA AIRPORT AUTHORITY (SALINA, KANSAS); PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Salina Airport Authority (Salina, Kansas) (the “Issuer”) is a legally constituted public airport authority duly created, organized and existing under the Constitution and laws of the State of Kansas, including specifically K.S.A. 27-315 *et seq.*; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has authorized the following improvements (the “Improvements”) to be made:

<u>Project Description</u>	<u>Resolution No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Aviation Fuel Facility Project Improvements	23-12	K.S.A. 27-315 to 27-326 inclusive	\$5,000,000*

*exclusive of costs of issuance and financing costs; Aviation Fuel Facility improvements authorized pursuant to Resolution No. 23-12 are in addition to those previously authorized pursuant to Resolution No. 23-04.

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation Notes to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer’s general obligation Notes, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes in as set forth on ***Exhibit B*** hereto to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE SALINA AIRPORT AUTHORITY (SALINA, KANSAS), AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 27-315 to 27-326, all as amended and supplemented from time to time.

“Authorized Denomination” means \$100,000 or any integral multiples of \$1,000 in excess thereof.

“Board Clerk” means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Board Clerk or Acting Board Clerk of the Authority.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation Notes.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Chair” means the duly elected and acting Chair, or in the Chair's absence, the duly appointed and/or elected Vice Chair or Acting Chair of the Issuer.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means December 6, 2023.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 2023-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements

to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Administration and Finance” means the duly appointed and acting Director of Administration and Finance of the Issuer or, in the Director’s absence, the duly appointed Deputy, Assistant or Acting Director of Administration and Finance of the Issuer.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Executive Director” means the duly appointed and acting Executive Director of the Issuer or, in the Director’s absence, the duly appointed Deputy, Assistant or Acting Executive Director of the Issuer.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation Notes, less: (a) the amount of any temporary notes or general obligation Notes of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve-month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 2023-1 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the Salina Airport Authority (Salina, Kansas) and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Taxable General Obligation Temporary Notes, Series 2023-1, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Salina Airport Authority (Salina, Kansas)
Salina Regional Airport
Attn: Director of Administration and Finance
3237 Arnold Ave.
Salina, KS 67401
Fax: (785) 827-2221

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Sunflower Bank, N.A.
355 E. German Rd.
Suite 110
Gilbert, Arizona 85297

“Notice Representative” means:

(a) With respect to the Issuer, the Board Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to the Purchaser, its Chief Financial Officer.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal Notes or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) Notes of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the amount set forth on ***Exhibit B*** to this Resolution.

“Purchaser” means Sunflower Bank, N.A., Gilbert, Arizona, the original purchaser of the Notes, and any successors and assigns.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Note to be redeemed, the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” means, when used with respect to any Note to be redeemed, the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means Notes, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. Subject to the conditions set forth herein, there shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 2023-1, of the Issuer in the principal amount set forth on *Exhibit B* hereto, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall be in such forms as set forth in *Exhibit A* hereto or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. The Notes shall be dated and bear interest, shall mature and be payable at such times, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in *Exhibit B* hereto, Final Terms of the Notes. The Executive Director or designee is hereby authorized to award the sale of the Notes to the Purchaser and approve *Exhibit B*, as completed after the sale of the Notes, provided that: (a) the principal amount of the Notes not exceed \$5,000,000; and (b) the stated maturity of the Notes be no later than December 1, 2024.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Chair of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter

specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal office of the Note Registrar, together with a letter signed by the assignee in substantially the form attached as *Exhibit C* hereto, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Chair, attested by the manual or facsimile signature of the Board Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Chair and Board Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Board Clerk, which registration shall be evidenced by the manual or facsimile signature of the Board Clerk with the seal of the Issuer affixed thereto or imprinted thereon, and registered in the office of the Clerk of Saline, Kansas, which registration shall be evidenced by the manual or facsimile signature of the Clerk of Saline County, Kansas with the seal of Saline County, Kansas affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Board Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Chair and Board Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been

duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. [Reserved].

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

The Notes shall be subject to optional redemption as set forth in *Exhibit B* to this Note Resolution.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the date of issue of the Notes as originally issued; (2) the rate of interest borne by each Note being redeemed; (3) the maturity date of each Note being redeemed; and (4) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation Notes of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 2023-1.
- (b) Debt Service Account for Taxable General Obligation Temporary Notes, Series 2023-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest and excess proceeds of the Notes, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Board Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; and (b) paying Costs of Issuance. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation Notes to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings

bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the city of the Issuer; or (b) if no such entity has a main or branch office located in the city of the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon.

No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that the Notes are being issued in denominations of \$100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons. In making such certifications, the Issuer has relied on certain

certifications of the Purchaser regarding the Purchaser's knowledge and experience in financial and business matters.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Board Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Board Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note

Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Board Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Board Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Board Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.'

Section 906. Further Authority. The officers and officials of the Issuer, including the Chair, Board Clerk, Treasurer and Director of Administration and Finance are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

ADOPTED by the governing body of the Issuer on November 15, 2023.

(SEAL)

Tod Roberg, Chair

ATTEST:

Kasey Windhorst, Board Clerk

**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SALINE
SALINA AIRPORT AUTHORITY (SALINA, KANSAS)
TAXABLE GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2023-1**

Interest	Maturity	Dated	Identification
Rate: []%	Date: December 1, 2024	Date: December 6, 2023	No.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the Salina Airport Authority (Salina, Kansas), in the County of Saline, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “Taxable General Obligation Temporary Notes, Series 2023-1,” aggregating the principal amount of \$5,000,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 27-315 to 27-326, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation Notes of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Chair, and attested by the manual or facsimile signature of its Board Clerk, and its seal to be affixed hereto or imprinted hereon.

**THE SALINA AIRPORT AUTHORITY
(SALINA, KANSAS)**

(Facsimile Seal)

By: _____
(manual or facsimile)
Chair

ATTEST:

By: _____
(manual or facsimile)
Board Clerk

This Taxable General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual)
Board Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 2023-1, of the Salina Airport Authority (Salina, Kansas), described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: 5349-085-120623-[]

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF BOARD CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SALINE)

The undersigned, Board Clerk of the Salina Airport Authority (Salina, Kansas), does hereby certify that the within Note has been duly registered in my office according to law as of December 6, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Board Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SALINE)

The undersigned, County Clerk of Saline, Kansas, does hereby certify that the within Note has been duly registered in her office according to law as of _____.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
County Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

EXHIBIT B

FINAL TERMS OF THE NOTES

The Notes shall consist of a single fully registered certificate and shall be numbered in such manner as the Note Registrar shall determine. The Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturities as set forth herein, subject to redemption and payment prior to their Stated Maturities as provided herein and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>December 1</u>	<u>Amount</u>	<u>of Interest</u>
2024	\$5,000,000	[]%

The Note shall bear interest at the above specified rate of (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Note Payment Date on which interest has been paid in the manner set forth in the Note Resolution.

Additional Definitions

Redemption Provisions

At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on August 1, 2024, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

The undersigned hereby certifies that the terms and provisions of the Notes set forth in this **Exhibit B** to the Note Resolution are in compliance with the parameters set forth in **Section 202** of the Note Resolution.

Dated: November __, 2023

Name: Tim Rogers

Title: Executive Director

EXHIBIT C

(FORM OF INVESTOR LETTER)

Re: \$5,000,000 Salina Airport Authority Taxable General Obligation Temporary Notes, Series 2023-1

Ladies and Gentlemen:

The undersigned, _____ (the “Purchaser”), hereby represents and warrants to you as follows:

1. The Purchaser has agreed to purchase \$_____ principal amount of the above-referenced notes (the “Notes”) issued under and secured by a resolution adopted by Board of the Directors of the Salina Airport Authority (the “Authority”) on November 15, 2023 (the “Note Resolution”).

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and investments such as the Notes in particular, to enable the Purchaser to evaluate the risks involved in an investment in the Notes.

3. The Purchaser has received and carefully reviewed the Note Resolution and such audited and unaudited financial statements of the Authority as it has requested. The Purchaser has received all information from Authority as requested, has had all questions answered by appropriate officers of the Authority, and, to the knowledge of the Purchaser, has received all information necessary for the Purchaser to evaluate the merits and risks of purchasing the Notes.

4. The Purchaser confirms that its investment in the Notes constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Notes, including a complete loss of such investment.

5. The Purchaser is purchasing the Notes solely for its own account or the account of its affiliate for investment purposes only, and not with a present view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control).

6. The Purchaser is familiar with Rule 144A and Regulation D promulgated under the Securities Act of 1933, is a sophisticated institutional investor, and a “qualified institutional buyer” under Rule 144A or an “accredited investor” within the meaning of Regulation D.

The Purchaser acknowledges and understands that each of you is relying and will continue to rely on the statements made herein.

Very truly yours,

By: _____

Name: _____

Title: _____

OPTION AGREEMENT

This Option Agreement is made as of this 10th day of October, 2023, by and between the **SALINA AIRPORT AUTHORITY**, whose principal office is located at 3237 Arnold, Salina, Saline County, Kansas, herein ("Grantor"), and **SUPERIOR CONTRACTING AND MANUFACTURING SERVICES, CO., INC.**, a Kansas corporation with its principal offices at 1655 Wall St., Salina, Saline County, Kansas, herein ("Grantee"), WITNESSETH:

Recitals

WHEREAS, Grantor is the owner of the following described real estate:

Lot 2, Block 1, Airport Industrial Center Subdivision to the City of Salina,
Saline County, Kansas, which is approximately 9.33 acres, more or less;

Herein referred to as "the Premises", and

WHEREAS, the Grantee has notified the Grantor of their desire to secure from the Grantor, an exclusive option to purchase or lease the Premises.

NOW, THEREFORE, in exchange for the valuable consideration further described below, the receipt and sufficiency of which is hereby acknowledged, Grantor gives and grants to Grantee an exclusive option to purchase or lease the Premises upon the following terms and conditions:

1. Term of Agreement. The term of this Agreement shall commence on December 1, 2023 and continue thereafter for a period of three (3) years ("Option Period").

2. Option Payment. In consideration of Grantee's payment to Grantor of the amount of \$1,000 ("Option Payment"), Grantor hereby grants to Grantee an exclusive option to purchase or lease the Premises during the Option Period. ("Option"). The Option Payment shall not apply to the purchase or lease price if Grantee exercises its Option to purchase or lease the Premises. If the Option is not exercised, then such payment shall be retained by Grantor as rent and liquidated damages.

3. Exercise of Option. Grantee has sole discretion whether to exercise the Option created hereunder. If Grantee chooses to exercise its Option, it shall notify Grantor in writing before the expiration of the Option Period. If Grantee chooses not to exercise its Option before the expiration of the Option Period, then this Agreement shall be of no further force or effect. The parties shall thereafter have no further liability to each other under this Agreement.

4. Purchase and Lease Price. If Grantee chooses to exercise its Option to purchase or lease the

Premises, the purchase or lease price shall be as follows:

On or Before	Base Per sq. ft. (land)	Land Value	Option Fee	Option Price	Price per sq. ft. with option fee	Lease Price per sq. ft. per year
2/29/2024	\$0.5510	\$223,920	\$5,000.00	\$228,920.00	\$0.5633	\$0.0386
2/28/2025	\$0.5620	\$228,398	\$10,000.00	\$238,398.40	\$0.5866	\$0.0400
2/28/2026	\$0.5732	\$232,966	\$15,000.00	\$247,966.37	\$0.6101	\$0.0414

5. Possession and Use of Premises. During the Option Period, Grantor shall retain possession and have exclusive control of the use of the Premises until such a time as Grantee exercises its Option.

6. Taxes and Special Assessments. In further consideration of the Grantor granting Grantee the exclusive option to purchase the premises, Grantee agrees to pay all real estate taxes and special assessments levied for 2023, prorated from the commencement date of the Option Agreement, and which may be levied against the Premises during the Option Period. Upon the Authority's receipt of a statement for taxes or assessments, the Authority will invoice Grantee. When applicable, Grantee may determine whether to exercise the option to pay only the first half or the entire obligation. Grantee agrees to make payment to the Authority the full amount due under the chosen option no later than December 15 for taxes or assessments due December 20, and no later than May 5 for taxes or assessments due May 10.

7. Closing Date and Possession. If Grantee exercises the Option, Grantor and Grantee shall promptly execute a Contract of Sale of Real Estate, for a closing date on or before 60 days following the date Grantor receives written notice of the exercise of the Option by Grantee. If Grantor has not furnished marketable title as of that date, then the closing date shall be the day following the date on which marketable title can be furnished. The Contract of Sale of Real Estate shall be in similar form and shall include substantially the same terms as the draft contract attached herewith as Exhibit A.

8. Assignment. Grantee shall not have the right to assign or transfer this Agreement, or any interest thereunder, without Grantor's prior written consent, which shall not be unreasonably withheld.

9. Relationship of the Parties. If Grantee exercises its Option, the relationship of the parties shall be solely that of buyer and seller, nothing herein shall create any other relationship or liability.

10. Written Notice. "Written Notice" as used in this Agreement shall be deemed to be given when either hand-delivered, or deposited, postage prepaid, sent certified mail in the United States mail, addressed to Grantor or Grantee at the address or addresses stated above. Grantor and

Grantee shall have the right to change their respective address for delivery of notice hereunder by specifying a new address in writing and delivering the written instrument specifying such new address to the other party hereto.

11. Representation of Parties. Grantor is represented herein by Greg A. Bengtson of the law firm of Clark, Mize & Linville, Chartered, Salina, Kansas. Grantee is advised that it has the right to such independent legal counsel of its own choosing to represent it herein and to advise it with respect to this matter and by its signatures on this document, Grantee acknowledges that it has either seen separate counsel of its own choosing or has elected to proceed without separate counsel herein.

12. Captions. The captions contained herein are for the purpose of convenient reference and do not separately define, limit, or describe the scope and intent of any section to the exclusion of consideration of all other provisions of the Agreement contained in all other sections.

13. Construction. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement.

14. Extent of Agreement. This Agreement shall be binding upon the successors and assigns of the respective parties hereto and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

15. Default. If either party fails to comply with the terms of this Agreement after 10 days' written notice of breach, the other shall be entitled to pursue any remedies available at law or in equity.

16. Waiver. The failure of either party to insist upon prompt performance of any condition or provision hereof, shall not constitute a waiver of the right of that party to insist upon prompt and punctual performance at any other time.

17. No Commission. The parties hereby stipulate that they have not consulted with any real estate broker or salesperson with respect to this sale, and no commissions arising from this sale are due and owing.

18. No Oral Agreements. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, conditions, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty, or representation made by any party to this agreement that is not in writing and signed by all parties to this agreement shall be binding.

19. Governing Law. This Agreement shall be governed by the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties have signed or caused this Agreement to be signed by its duly authorized officers as of the day and year first above written.

SALINA AIRPORT AUTHORITY "GRANTOR"

Date _____

By: _____

Chairman
Board of Directors

ATTEST

Date _____

By: _____

Name

Title

**SUPERIOR CONTRACTING AND MANUFACTURING SERVICES, CO., INC.,
"GRANTEE"**

Date 10-10-23

By: 

ATTEST

Date 10-10-23

By: 

Trevor Franzen

Name

COO

Title

CONTRACT OF SALE OF REAL ESTATE

This Contract for Sale of Real Estate is made and entered into this ____ day of _____, _____, by the **SALINA AIRPORT AUTHORITY** of Salina, Saline County, Kansas, (“Seller”), and _____ a _____ corporation with its principal offices at _____ (“Buyer”), WITNESSETH:

Recitals

A. Seller owns real estate suitable for industrial development and has determined it to be in the public interest to promote the private development of that real estate through its sale to parties wishing to develop it.

B. Seller wishes to sell and Buyer wishes to purchase the real estate described below upon the terms and conditions set forth in this Contract.

FOR AND IN CONSIDERATION of the mutual and reciprocal promises and agreements set forth herein, the parties agree as follows:

Section 1 – Description. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate situated in Saline County, Kansas:

together with the appurtenances thereto belonging (herein “Premises”), upon the following terms and subject to the conditions and requirements hereinafter set forth.

Section 2 – Purchase Price. The purchase price for the Premises shall be the sum of _____ (\$ _____), payment of which is to be made in the following manner at the following times:

- (a) Five Thousand Dollars (\$5,000.00) earnest money shall be paid to the Escrow Agent upon the execution of this Contract; and
- (b) _____ <balance> _____ (_____), shall be paid in cash on the Closing Date.

Section 3 – Reservation of Aerial Easement. Seller hereby reserves unto itself, 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 herein conveyed, together with the right to cause in said 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 said airspace or land at, taking off from, or operating on or about the Salina Municipal Airport (the “Aerial Easement”). Therefore, under no circumstances shall the finished elevation of any structure or the height of any equipment on the Premises exceed _____. above sea level. The Aerial Easement shall also be reserved in the warranty deed conveying title to the Premises to Buyer.

Section 4 - Site Development Review. Seller's Board of Directors must approve the site development and building construction plans based on their architectural review prior to commencement of construction. This site development review requirement shall also be noted on the warranty deed conveying title to the Premises to Buyer.

Section 5 - Notice of Proposed Construction. - Prior to the commencement of any construction or alteration on the Premises, the buyer must review and determine if any proposed construction on the Premises will require a Notice of Proposed Construction or Alteration (FAA Form 7460-1, OMB 2120-0001), to be filed with the Federal Aviation Administration. If any construction or alteration on the Premises should require the submission of FAA Form 7460-1, the Buyer shall notify the FAA of such construction or alteration and submit FAA Form 7460-1, as provided with "Exhibit B" attached herewith.

Section 6 – Payment of Expenses.

- (a) Seller shall pay the following items:
 - (1) Cost of preparation of contract, deed, and real estate sales validation questionnaire;
 - (2) One-half of title insurance premium; and
 - (3) One-half of escrow fee
- (b) Buyer shall pay the following items:
 - (1) One-half of title insurance premium;
 - (2) One-half of escrow fee;
 - (3) Cost of recording deed.

Section 7 – Escrow Agent. C.W. Lynn Abstract Company, Inc., Salina, Kansas, is hereby designated as the Escrow Agent of the parties and shall hold this Contract, deed, title insurance policy, and all other papers of transfer pending the complete fulfillment of this Contract. The Escrow Agent shall receive and disburse all payments to be paid hereunder.

Section 8 - Evidence of Title. Seller shall provide Buyer with a commitment for owners policy of title insurance covering the Premises in the amount of the purchase price showing marketable title in and to the above described real estate to be in Seller, free and clear of all liens and encumbrances, except:

- (a) easements and restrictions of record,
- (b) subject to tenants' rights, if any.
- (c) reservations set out in Section 3 and 4.

If Seller cannot furnish a marketable title to the Premises within a reasonable time, then this Contract shall be null and void and the earnest money paid hereunder shall be refunded to Buyer.

Section 9 – Closing Date, Delivery of Deed, and Possession. Time is expressly declared to be of the essence of this Contract. Closing Date shall be on or before _____. If Buyer shall pay the sums of money as they become due and payable, and otherwise fully comply with the provisions of this Contract, then this Contract shall become binding and the Escrow Agent shall at Closing deliver the warranty deed and title insurance policy to the Premises to Buyer. No title shall pass hereunder to Buyer, but shall remain in Seller until the foregoing conditions have been fully complied with. Seller agrees that Buyer shall have possession of the Premises immediately following the Closing.

Section 10 – Taxes. While the Premises are currently exempt from real estate taxes, the parties acknowledge that the Saline County Appraiser will assess real estate taxes against the currently exempt lot for _____, prorated effective upon the recording of the deed from Seller to Buyer. Buyer shall be responsible for payment of any real estate taxes assessed against the currently exempt lot for _____ and thereafter.

Section 11 – Warranties. Seller warrants that it is the lawful owner of the Premises and that the Premises are free and clear of all liens and encumbrances, except easements and restrictions, which now appear of record.

Section 12 – Inspection of Premises. Buyer acknowledges that the Premises have been inspected and Buyer agrees to accept the Premises in its present condition and fitness for contemplated use and that the Seller has made no warranties as to fitness or condition not set forth in this Contract.

Section 13 - Assignment. Buyer shall not have the right to assign or transfer this Contract, or any interest thereunder, without the prior written consent of Seller; provided however, that such consent may not unreasonably be withheld.

Section 14 – Environmental Hazard. In consideration of the purchase price, the Buyer, its successors and assigns, shall, effective on the Closing Date, release and forever discharge the Seller, its successors and assigns, from any and all claims, by any and all persons, arising out of or in relation to any hazardous materials occurring on or under the Premises after the Closing Date. The Seller shall release and forever discharge the Buyer, its successors and assigns, from any and all claims arising out of or in relation to any hazardous materials occurring on or under the Premises prior to or on the Closing Date.

The term “hazardous materials” shall include, but not be limited to:

- (a) any substance not naturally occurring on the Premises at the existing concentration of such substance on the Premises;
- (b) any substance that may cause or contribute to an adverse effect on human health or welfare or on the environment; or
- (c) “hazardous substance,” “pollutant,” or any other similar term now or hereinafter defined in, or regulated by, any federal, state, or local law or regulation.

Notice of the terms of this Section 14 may be recorded as a separate instrument with the Saline County, Kansas Register of Deeds.

Section 15 – Waiver. The waiving of any payment provided for herein or the acceptance of the same at any time other than the designated payment time, or the failure of Seller to insist upon prompt performance of any condition or provisions hereof, shall not constitute a waiver of the right of Seller to insist upon prompt and punctual performance at any other time hereunder.

Section 16 - No Commission. The parties hereby stipulate that they have not consulted with any real estate broker or salesman with respect to this sale, and no commissions arising from this sale are due and owing. If, for any reason, a real estate commission is determined to be owed in relation to this transaction, Buyer agrees to be responsible for its payment.

Section 17 - Real Estate Reporting Person. The parties agree that the Escrow Agent is the real estate reporting person as that term is defined under Internal Revenue Code Section 6045(e). Seller agrees to provide Escrow Agent with a written statement, certified under penalties of perjury, setting forth Seller's correct name, address, and taxpayer identification number. The parties further agree that Escrow Agent shall be required to file the informational return required by Internal Revenue Code Section 6045.

Section 18 - No Oral Agreements. This Contract constitutes the entire agreement between the parties and there are no representations, warranties, conditions, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty or representation made by any party to this agreement that is not in writing and signed by all parties to this agreement shall be binding.

Section 19 - Representation of Parties. Seller is represented herein by Greg A. Bengtson of the law firm of Clark, Mize & Linville, Chartered, Salina, Kansas. Buyer is advised that it has the right to such independent legal counsel of its own choosing to represent it herein and to advise it with respect to this matter and by its signatures on this document, Buyer acknowledges that it has either seen separate counsel of its own choosing or has elected to proceed without separate counsel herein.

Section 20 - Default. If Buyer defaults in the payment of any sums due hereunder, or fails to perform any other covenant herein contained after receiving ten (10) days written notice of such breach, then in addition to any other remedies available and at the option of the Seller, Seller shall have the right to (a) begin action to require the specific performance of this Contract by Buyer; (b) seek damages for the failure of Buyer to perform this Contract according to the conditions herein stated, or (c) elect to cancel this Contract and to retain the earnest money paid hereunder as liquidated damages.

Section 21 - Survival of Terms Beyond Closing. Any agreements or covenants set forth in this Contract which by their terms are intended to endure beyond the Closing Date shall remain in full force and effect after Closing.

Section 22 - Extent of Contract. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have signed or caused this Contract to be signed by its duly authorized officers on the day and year first above written.

Date: _____

SALINA AIRPORT AUTHORITY

By _____

“Seller”

Date: _____

By _____

RECEIPT BY ESCROW AGENT

The undersigned hereby acknowledges receipt of the executed original of this Contract, and agrees to act as Escrow Agent and Real Estate Reporting Person as defined under Internal Revenue Code Section 6045(e). As Escrow Agent, the undersigned agrees that all moneys to be held in escrow shall be held in an interest bearing account, which interest shall inure to the Buyer. Seller shall execute and deliver a general warranty deed upon execution of this Contract to the Escrow Agent. Said deed shall be delivered to Buyer by the Escrow Agent upon the closing of this Contract, pursuant to its terms. This receipt is executed this ____ day of _____, ____.

C.W. LYNN ABSTRACT COMPANY, INC.

By: _____



**NOTICE TO CONTRACTORS
REQUEST FOR BIDS**

November 1st, 2023

Subject: Bids are being requested by 2 PM CDT on November 10th, 2023, by Salina Airport Authority, 3237 Arnold Ct., Salina, Kansas 67401, for furnishing all labor, materials and equipment and performing all work necessary for:

1. Hangar 504 Drainage Improvements:

- Construction services to provide sidewalk, parking, and drainage improvements at 2013 Kneubuhl Ct. The project includes concrete demolition and removal, site grading, curb and gutter, and concrete pavement.

Site plans are attached. For questions concerning the plans, or to set an appointment to view the property prior to Friday, November 10th, 2023, contact Maynard Cunningham with the Salina Airport Authority, 785-827-3914.

Award of the contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible.

Interested contractors are requested to submit one (1) electronic copy (pdf format) of their bid to maynardc@salair.org & wings@salair.org by 2:00 p.m. November 10th, 2023. Bids received after this deadline will not be considered.

The Salina Airport Authority reserves the right to reject any or all submittals and to waive informalities and technicalities.

Salina Airport Authority
3237 Arnold Ave.
Salina, KS 67401
(785) 827-3914

SALINA AIRPORT AUTHORITY

HANGER 504 IMPROVEMENTS

SALINA, KANSAS

*EARLES
ENGINEERING
& INSPECTION, INC.*

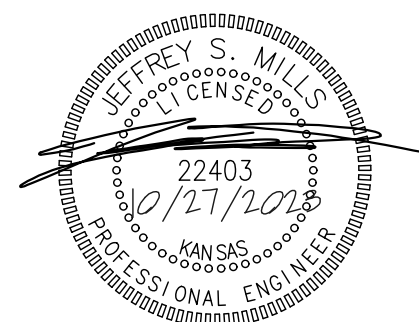
Civil & Structural Engineers
Construction Inspectors—Surveyors

INDEX TO SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Title Sheet
2	Removal Plan
3	Grading Plan

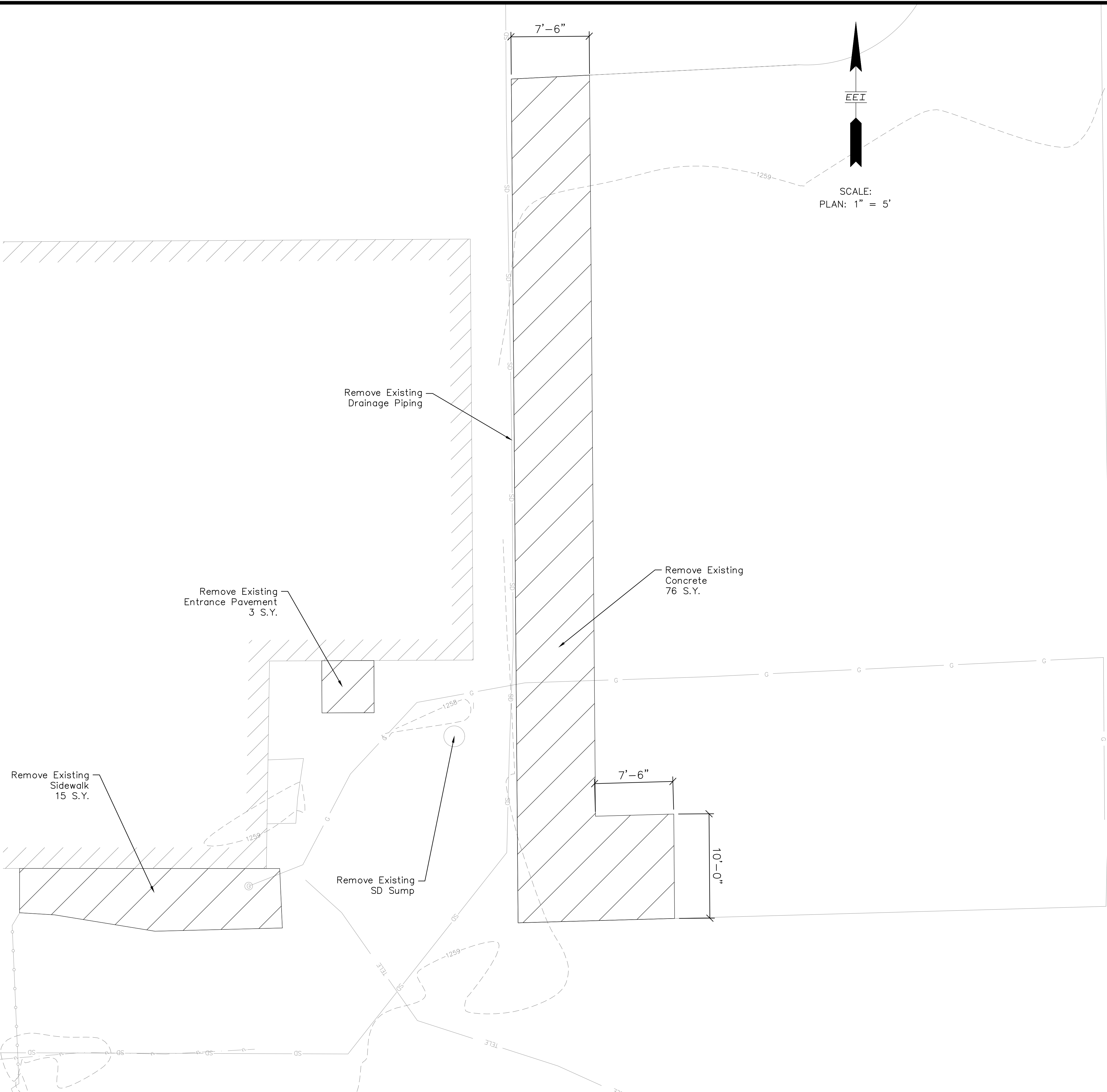


Not to Scale



Filename: 21-700_C1.0_SALINA AIRPORT REMOVAL.DWG
File Location: F:\ServerFolders\F-Drive\2023\23-700 Salina Airport Drainage\Plan Set


Revised By: JSMILLS
Plotted: 10/27/2023



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1
+ N 165879.95
+ E 1414635.53
+ EL 1259.76
+ cp

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	ENGINEER: JSM		SALINA AIRPORT HANGAR #504 REMOVAL PLAN SALINA	KANSAS	EARLES ENGINEERING & INSPECTION, INC. Civil & Structural Engineers Construction Inspectors—Surveyors Email: earlesinc@earleseng.com	REVISIONS		
	CHECKED BY: JSM					NO.	DATE	DESCRIPTION
	DRAWN BY: BR							
	DATE: 10/27/2023							
	PROJECT NO: 23-700							
SHEET: 2 of 3								

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers & Construction Inspectors
McPherson, Kansas 67460

October 27, 2023

EEI Project No. 23-700

Salina Airport Authority Hanger 504**Estimated Quantities**

<i>Item No.</i>	<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Extension</i>
BASE BID					
1	Removal of Existing Concrete	76	S.Y.		
2	Removal of Sidewalk	18	S.Y.		
3	Site Grading	1	L.S.		
4	Remove Existing SD Sump	1	L.S.		
5	6" Concrete Pavement	9	S.Y.		
6	4" Concrete	183	S.Y.		
7	Curb and Gutter	74	L.F.		
BASE BID TOTAL					

AIM CoE Min. Equipment & Supply List

Course	Quantity	Aviation Training Hangar Equipment & Supplies Description	Preferred Brand	Model
Sheetmetal				
	1	3 ft sheet metal bender		
	1	3 ft shear		
		Material, Supplies		
	25	Riveting Kits		
	25	Sheet Metal Tool Kits		
Electricity/ Electronics/ Avionics				
	2	Resistor Kit	Digikey	2368-RK-01-ND
	25	Jumper Wire Kit	Digikey	TW-E012-000
	25	Training Board	Digikey	2183-353-ND
	5	Hook up wire kit (22awg)	Digikey	2328-18UL10075
	5	Hook up wire kit (14awg)	Digikey	14UL1015STRKIT
	150	Led Project: lights, battery packs, holders, drivers or resistors, switches		
	1	CES 651 Analog Electronics Lab Trainer	Avotek	
	1	Aircraft Basic Electricity Panel AE58	Avotek	
	1	12V Electrical Training Systems	Avotek	
		PB-600 Global Specialties Maker/DIY, Educational	DigiKey	
	1	Wraprot A6200 Wrap Printer		A6200-NAB-WIFI
	1	HP DesignJet T630 Large Format Wireless Plotter		5HB09A
	2	HX4 Tool Kit with 45 Die Sets		M83521/7-01
	4	AFM8 Tool Kit with Positioners	DMC	
	2	EXTECH Milli Ohmmeter		1XU18
	2	Avionic Service Case		815003
	4	GPS Networking HNRKIT 110 Volt GPS Re-Radiating Kit		SGP116560
	1	PSIM-104 Pitot Static Isolation Manifold		PSIM-104-AOA
	2	Wire Spool Rack Unit		880-7-LG
	2	Wire Spool Cart		MWSR8-LP-95
	4	Fluke 115		Fluke 115
	1	Fiber Optic Tooling	KitCo Fiber Optics	
	1	Pin Extractor Tool Kit	Jonard	41145
	3	Weller Soldering Station		H-10799
	4	Heat Gun With Shield		N/A
	1	Wiring System Maintenance Kit	DMC	DMC1390
	1	Wiring System Maintenance Kit	DMC	DMC1999R
Composites				
	4	Dual Zone Hot Bonders	Heatcon	HCS9200B
		Ultrasound Inspection System		
		Thermography Inspection System		
		20x10 Open faced sanding booth	superior air products	
		Material Storage Freezer		
		Flam Cabinets, standard flam cabinet 2 shelf for small items, 3 shelf for larger 5 gal pails.		
	4	Portable Vacuum Pump, 3 cfm vac pumps from harbor freight		
	1	Vertical Band Saw	Grizzly 17 or 19"	
	3	Pneumatic routers	dotco	
	4	Pneumatic grinders	dotco	
	4	Pneumatic sanders	dotco & IR	
		Drill Press, bench top press Grizzly 14" drill press	Grizzly	
		Belt/Disk Sander, 6" x 48" belt and 9" disk sander combo	Grizzly	
		Dust Collection (Mobile), 110v portable dust collection self contained	superior air products	
		Misc Process Tables (debulk, flat sheet, vibration), 8' plastic folding tables		
		Misc Shop Supplies, Associated Industries out of Wichita		
		Misc Paint Tools		
		Misc Hand Tools, pliers, wrenches, screwdrivers, etc		
		Misc Bodyshop Tools, Stick it hand blocks, roll holders, etc. Get them local/amazon		
		Misc Clamps, spring and hand grip clams from Menards		
	4	Downdraft tables on wheels	Greezly	G0631
	1	10in Wet Tile Saw, rigid 10' with stand		
		Misc lamination tools, Associated Industries out of Wichita		
	1	Table Saw	Grizzly 10" 3 hp	
	10	Heat blankets		
	4	Drill Motor		
	4	Die Grinder		
	4	Rotary File Kit		
	4	D/A Sander		
	4	Tool Cart		
	1	Freezer		

	2 Hazmat Locker		
	4 Hole Saw Kit		
	4 Carbide Countersink Set		
	4 Router Motor		
	4 Carbide Router Bits		
	4 Vacuum mini shop vac		
	4 Countersink Cages		
	4 Kevlar scissors		
	2 Scale (calibrated)		
	2 Filtration HEPA cyclone dust collector	Grizzly	G0638HEP
	1 Auto Clave		
	1 Bench top Curing Oven 2'x2', programmable with vacuum		
	1 Specialized Router		
	1 Laser cutter		
	1 4'x4' Water Jet		
	2 3D Printers		
	1 3D Scanner & FARO arm		
	1 Bandsaw with diamond blade		
	1 Oscillating multi cutter - hand cutting		
	1 Sand blast cabinet with vacuum to contain filler dust		
	Polishing Tools		
	Kevlar sheers		
	Long straight edges		
	Adjustable Angle Scissor Sharpener		
	Vacuum pump timers		
	Materials (Different grains)		
Paint			
	Air Compressor 50 HP W/DRYER, FILTER AND TANK	Kaishan	KRSB-050A2F4SE
	20x20 Spray Booth Enclosure		superior air prod
	Gun cleaning station		
	4 Paint tank with Spray Guns		
	4 ESD paint guns with hoses		
	Paint Supplies		
	Paint Tools, Ingersol Rand random orbit sanders Get local or amazon		
General			
	4 Locking Tool Boxes, project carts		
	4 Classroom Full Tool Sets		
	Box of Safety Glasses		
	Box of Ear Plugs		
	Disposable Mechanics Gloves		
	Rotary Vertical Storage for rolled materials	aeroform composites	
	Storage Cabinets, industrial 36x18x72		
	Racks/Shelves for Student Projects, fibre glass is a decent source although others		
	Work Tables, global industry 60 x 30 with wheels		
	10 Assorted aircraft maintenance ladders and stands		
Student			
	150 Textbook- ASA Mechanics Handbook - (Students keep)		
	FAA Aviation Maintenance Tech Digital Handbook		
	150 Starter Tool Kit- Case and Socket Set - (Students keep)	Craftsman	Item #894483, N
	150 Plier Set (Student's keep)	Channel Lock	Zoro #: G302384
	150 Digital Multimeters (Student's keep)	Kobalt	Item #2545069, I
Industry			
1	GPU 400 Hz 120KVA dual cart	Unitron	
1	GPU 28VDC UDC cart	Unitron	
1	Aircraft push back tug	GT1628	
2	Aircraft Airstairs	Clyde	15F2820
1	Indoor walk-in freezer	Kolpak	PX7-1006-CT
1	Heat Vacuum Applicators 6' x 12' Hinged lift design/upper infrared lamp heat	Contech	Omega
2	Boom lifts	Genie	S-60x
3	Scissor lifts	Skyjack	SJ4730
1	Hydraulic Power Unit 30gpm	Starline	SL-550-30C
1	Forklift	Toyota	
1	3/4 ton Truck with Tommy Lift	Chevrolet	
2	Aircraft jacks	Tronair	
2	Jack extension tubes	Tronair	870450
2	Aircraft jacks	Tronair	881100B-4

DATE: November 8, 2023

TO: Tim Rogers

FROM: Pieter Miller, C.M.

SUBJECT: Deputy Executive Director Report November 15, 2023 for SAA Regular Board Meeting

Since assuming the role of Deputy Executive Director on October 2nd, I have been immersed in acquainting myself with the multifaceted aspects of the Salina Airport Authority and the Salina Regional Airport. This journey, while often presenting challenges and moments of being overwhelmed, has allowed me to gain valuable insights into the organization's history, underlying rationale, and the significant effort required to manage and oversee an entity of this scale. Amidst the demands of multiple meetings, planning sessions, and project and staff updates, I have also dedicated myself to understanding the comprehensive set of documents that govern the operations of the Salina Airport. These include the Airport Certification Manual and its appendices, which encompass the emergency plan, wildlife control plan, snow/ice control procedures, and letters of agreement with other airport tenants and entities. I have delved into the Airport Security Plan and the day-to-day operational requirements for the airfield. To foster a complete understanding of our operations, I make a conscious effort to regularly tour the airfield, its facilities, and collaborate with airport maintenance, ARFF crews, and airport tenant staff. Additionally, I'm becoming familiar with the financial and budgetary requirements and processes for the Salina Airport Authority and building a better understanding of airline operations and administration at SLN.

The following list provides specific information on some of the prominent, long-term projects that I am becoming acquainted with:

****AIM Center of Excellence**:** Over the last month, I have actively participated in multiple update and planning meetings regarding the AIM Center project. In my short tenure with the project, I assisted in developing the RFQ for architectural design services for the future AIM Center classroom in Hangar 626. I have also taken a lead role in acquiring classroom equipment and supplies for Phase I of the program, working closely with AIM Center Lead instructors, the State of Kansas Department of Commerce, Lindsey Dreiling from Dreiling Aviation Services, and various equipment and supply vendors. I am confident that we will have the minimum required equipment to commence formal classroom instruction early next year.

****K-AIRES Center RFQ and PI Labs**:** Like the AIM Center, I played a part in generating the RFQ for architectural design services associated with the development of the K-AIRES Center. Collaborating with the staff, CEO and President of PI Labs has been a rewarding experience, and we are currently reviewing initial responses to the RFQ. I am pleased to report our collective excitement about moving forward with this facility, recognizing the significance it holds for Kansas

State University Salina, the Salina Airport Authority, and the region.

****North Hangar MRO Development RFQ**:** I have been actively supporting the SAA team in preparing documentation for the future north apron MRO hangar development project. I successfully created and advertised another RFQ for the design and development of a hangar facility to support the growing MRO market in the region. Completion of this phase will position the Salina Airport Authority at the forefront for grant funding, as outlined in the "Framework for Growth" report published by the Kansas Department of Commerce, particularly within the "3 City MRO Play" project.

****West Side Hangar Development Project**:** In a different, yet related project to the North Hangar MRO initiative, I have also taken a lead role in conceptual development and scoping for a hangar/facility project in the southwest 200 acres of the airfield. While this project is still in the conceptual phase, we have garnered interest from the Kansas National Guard, PI Labs, Department of Defense Contractors, and the Kansas Highway Patrol for potential facility development and tenant leases. I am collaborating with Coffman & Associates to build a project scope that expands beyond our preliminary designs and hope to have a more developed plan in the next six months.

****FAA Capital Improvement Project (ACIP)**:** Despite a busy schedule filled with planning and non-AIP project update meetings, I managed to review the Salina Airport's current AIP project list. This list encompasses projects in various stages of design and construction. For instance, the reconstruction of runway 12/30 is currently at the 60% design phase, and the new Salina Regional Airport Fuel Farm began construction in the first week of October.

****Kansas Department of Transportation Innovative Grant Application**:** I am actively working on a grant application for the KDOT Innovative Grant Program. This grant will fund the installation of a clean-agent fire suppression system in Hangar 626. If successful, this will mark the first system of its kind in the state and one of the first in the country to be installed in an aircraft hangar. The application deadline is at the end of November, with award notifications expected by year-end. In addition to my involvement in the aforementioned projects, I am dedicating time to understand various other airport initiatives, including annual military operations and training events hosted by the Salina Regional Airport, development of the transition plan from AFFF to FFF concerning aircraft rescue and firefighting, Schilling Project plan, and the upcoming underground fuel tank removal project, set to take place once the new fuel farm facility is operational. I am actively collaborating with Dragun Corporation to establish plans for the fuel tank removal and the AFFF to FFF transition project.

Finally, I am delighted to report on my participation in multiple Salina Airport Authority and airport tenant-sponsored employee events. These include my involvement in the Fly Kansas Air Tour, during which I hosted a tour of the flight line for local school-age children, addressing their inquiries about airplanes and aviation. I also played a role in providing transportation between hotels and evening entertainment for the participants. Furthermore, I took part in the SkyWest Ground Support Crew's "First Annual Chili Competition," where I, along with several other SAA staff, presented our chili recipes. (In case you're curious, my chili ranked 3rd out of 9). Additionally, my daughter and I played a role as ground support for the Salina Airport Authority Running Team as they participated in the Salina Crossroads Marathon.

In my role as the Deputy Executive Director at the Salina Airport Authority, I've been fully immersed in the world of aviation since my appointment on October 2nd. This position has offered me the chance to truly understand the organization's history, the meticulous care required for day-to-day operations, and the overarching commitment it takes to oversee such an expansive entity. Engaging in various meetings, project updates, and staff interactions has allowed me to build relationships with fellow professionals and stakeholders. This journey embodies professionalism and dedication, reflecting the unwavering commitment to safety, innovation, community engagement, and operational excellence at the Salina Airport Authority. I eagerly look forward to the positive impact these experiences will bring to the organization and the broader community and continue to look forward to my future at the Salina Airport Authority.

DATE: November 09, 2023
TO: Tim Rogers
FROM: Maynard Cunningham
SUBJECT: November 15, 2023, SAA Regular Board Meeting

Facilities and Construction Notes

New Projects

- **Aviation Innovation & Maintenance (AIM) Center of Excellence at SLN (Hangar 626, Room 111)** – SAA sent Requests for Interest and Qualifications from possible architects for the renovation of Room 111 at Hangar 626. The deadline for receipt of statements of qualification was November 8, 2023. A selection committee will be formed to conduct interviews with the applicants.
- **B394 (Driver's License Office)** – SAA maintenance personnel noticed the restroom floor had settled causing door misalignment and drywall cracking. Hutton Construction has been contacted to determine the cause of the settling floor and provide recommendations to level the floor and complete other repairs.

Current Projects

- **PH305 (SLN Fuel Facility Construction) AIP-49** – American Environmental began Phase I, relocating the self-serve fuel system, on October 16, 2023. Work in progress includes demolition of existing concrete, electrical rough-ins, and grading of the drainage swale.

- **H626 (Hangar Rehabilitation) – Rehabilitation Construction –**



Hutton and subcontractors continue work on the Hangar 626 Rehabilitation project. Metal panel siding installation continues on the exterior of the hangar. Hanger door frames are installed at the north end, and installation is in process on the south end. The same subcontractor installing metal panels on the exterior of the hangar will install metal panels on the doors. Walls are painted and the epoxy floors are finished in the restrooms. Hutton received a cost and schedule proposal from IFP for the clean agent fire suppression system and it is under consideration.

- **H959 (1 Vision Aviation) – Air Discharge Analysis** – Dragun and partner Environmental Partners continue to review the latest painting project information provided by 1 Vision. Material calculations indicate that 1 Vision's annual usage is below the state regulation thresholds. Dragun has recommended approaching the state air permitting authority to discuss options for registering the minor source activities.

Current Projects

- **General Aviation Hangars (C-Hangars)** – Structural steel for the general aviation hangars was received on eleven semi-trailer loads in October. Site demolition and grading began November 2, 2023, for construction of the four multi-unit general aviation hangars. Construction completion is scheduled by April 17, 2024.
- **Runway 12/30 AIP-48** – Design of the rehabilitation of Runway 12/30 includes asphalt mill and overlay, edge lighting, lighted guidance signs, and removal of portions of excess pavement. Aviation is the engineering consultant performing the design and has provided the Construction Safety Phasing Plan to the FAA for review. Design drawings are in process and a 60% set were provided to SAA for review October 27, 2023.
- **H504 (Former LifeSave Hangar)** – SAA sent out site plans and requests for bids from contractors for the construction of drainage improvements at Hangar 504. The project includes demolition of existing concrete, site grading, curb and gutter, and new concrete. Bids were due by November 10, 2023.

Special Projects

- **Former SAFB (Schilling Air Force Base) Environmental Cleanup Project**
 - **Plume B Excavation** – Excavation of a site near Building 614, as part of the Schilling environmental cleanup project, requires relocation of utilities for SAA Building 614 (maintenance shop) prior to the site excavation. Smoky Hill, LLC is the contractor performing the utilities relocation including 8” fire and 2” domestic water service lines, and 4” sanitary sewer lines. Work will begin November 13, 2023.
 - **Pilot Study** - An access agreement has been established with Flotation Technologies to perform a pilot study to test ground water treatment technology at one of the existing monitoring well sites located on K-State Salina property. Equipment is on site for the pilot study, and they have been able to start pumping water from the well.



BUSINESS AND COMMUNICATIONS MANAGER

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Telephone (785) 827-3914 • FAX (785) 827-2221 • E-Mail kaseyw@salinaairport.com

DATE: November 9, 2023
TO: Tim Rogers, Executive Director
FROM: Kasey L. Windhorst
SUBJECT: November Board Meeting Update

Request for Proposal (RFP) – Transport Gas Service

During the month of October, SAA staff submitted requests for proposals for natural gas service for all transport accounts at the Salina Regional Airport and Airport Industrial Center. The airport authority has a total of nine facilities on the transport gas service resulting in significant savings in utility expenses. Staff received three proposals from BlueMark Energy, WoodRiver Energy and Symmetry Energy Solutions. The low bid was provided by Symmetry Energy Solutions which is the current transport gas provider for the Salina Airport Authority.

AIM Center Staffing

We are currently accepting resumes to fill the part-time aviation instructor positions at the Aviation Innovation and Maintenance (AIM) Center of Excellence at SLN. Instructors will play a pivotal role in training and developing the next generation of aviation professionals and have the opportunity to immerse students in an accelerated, hands-on learning environment. The full job descriptions are posted on the SAA website and available at the links below.

[Aviation Composites Instructor](#)

[Aviation Electronics Instructor](#)

[Aviation Paint Instructor](#)

[Aviation Sheet Metal Instructor](#)

Employee Training

SAA employees Pieter Miller and Henry Allendorph-Habig completed the online Airport Security Coordinator (ASC) certification provided by American Association of Airport Executives (AAAE). Completion of the ASC course authorizes employees access to the SAA Airport Security Program (ASP) which is required by the Transportation Security Administration (TSA), Title 49 CFR Part 1542. The training covers roles and regulations, ASP, access control and credentialing, and contingency and incident management requirements.

Events

Chili Cook-off

SkyWest Airlines staff hosted a chili cook-off during the month of October. Employees from SkyWest, Transportation Security Administration, Hertz and SAA staff participated in the event. Two of our very own employees placed in the top three. Congrats to Kyle Moyer and Pieter Miller.



Candy Canes and Airplanes

Kansas State University Salina Aerospace and Technology Campus and the Salina Airport Authority will host the annual Candy Canes and Airplanes event. The community is invited to this holiday open house to greet Santa as he flies into Salina Regional Airport. KSU student clubs and organizations will have holiday bag decorating, construct candy airplanes, fly micro quadcopters, and aircraft displays. The event will take place at Hangar 509, 2734 Arnold Ct. on Saturday, December 2, 2023 from 1:00pm-4:00pm. Doors open at 1:00 p.m. and Santa arrives at 2:15 p.m.

Announcements

Below are the upcoming regular scheduled board meetings through the end of the year and 1st quarter 2024. All board meetings will be held at Hangar H600, Room 100.

Wednesday, November 15, 2023, 8:00 a.m.

Wednesday, December 20, 2023, 8:00 a.m.

Wednesday, January 17, 2024, 8:00 a.m.

Wednesday, February 21, 2024, 8:00 a.m.

Wednesday, March 20, 2024, 8:00 a.m.

Regular Board Meeting

Regular Board Meeting

Regular Board Meeting

Regular Board Meeting

Regular Board Meeting