



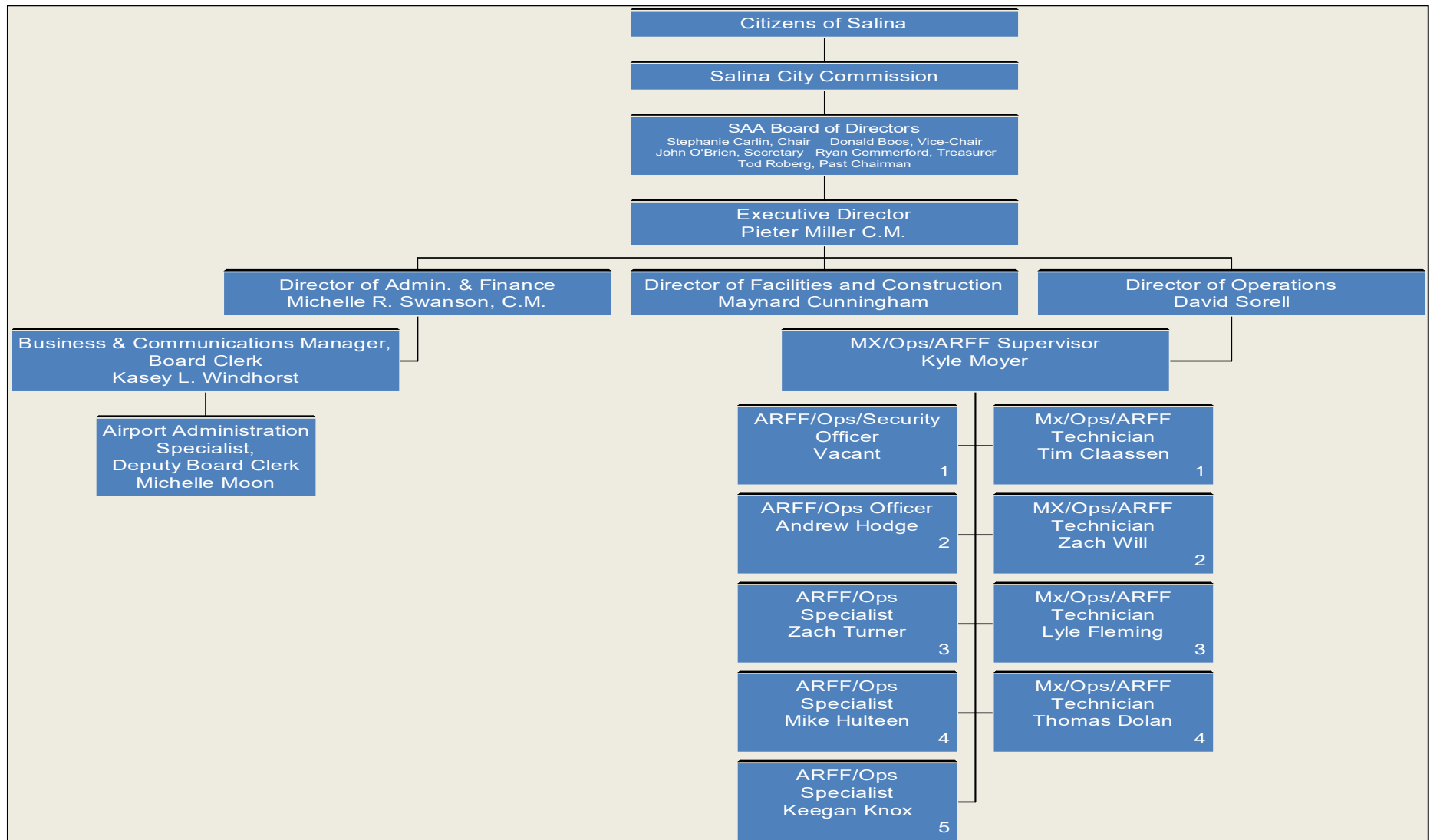
SALINA AIRPORT AUTHORITY
Board Reference Manual
March 2025

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January 2025





CURRENT BOARD MEMBERS

				<u>Term</u>
Tod Roberg	3-01-21	to	2-28-27	2nd
Donald Boos	3-01-23	to	2-28-26	1 st
John O'Brien	3-01-23	to	2-28-26	1 st
Ryan Commerford	3-01-24	to	2-28-27	1 st
Michael Bunn	3-01-25	to	2-28-28	1 st

FORMER BOARD MEMBERS

M. J. Kennedy	4-26-65	to	4-26-71
C. J. Wertz	4-26-65	to	4-26-70
	4-26-71	to	4-26-73
	4-26-75	to	4-26-78
Edward H. Bell	4-26-65	to	4-26-72
William W. Yost	4-26-65	to	4-26-67
Allen R. Dodge	4-26-65	to	12-23-69
C. Dale Lyon	4-26-67	to	4-26-70
William Usher	4-26-72	to	4-01-73
C. F. Heath	12-23-69	to	4-26-75
John L. Zimmerman	4-26-73	to	4-27-78
William P. Horton	4-26-70	to	4-26-76
	4-26-77	to	4-26-83
Dean Tinkler	4-26-73	to	4-26-81
Ben E. Vidrickson	4-26-71	to	4-26-77
	4-26-78	to	4-26-84
Nathan B. Butcher	4-26-76	to	4-26-81
Joe C. Cloud	4-26-78	to	4-26-85
Carl Engstrom	4-26-82	to	4-26-85
Ed Pogue	4-26-81	to	4-26-87
Robert Wilbur	4-26-84	to	4-26-87
Tom Kennedy	4-26-83	to	2-28-89
Ken Stephenson	4-26-85	to	2-28-91
Charlie Walker	4-26-85	to	2-28-91
Gary Rumsey	3-01-91	to	6-30-92
Roger Morrison	4-26-87	to	2-28-93
Charles B. Roth	4-26-87	to	2-28-93
Bob E. Ott	3-01-89	to	2-28-95
Joseph M. Ritter	3-01-93	to	2-28-96
Dorothy W. Lynch	3-01-91	to	2-28-97
Richard A. Renfro	7-01-92	to	2-28-97
Charlie Stevens	3-01-93	to	2-28-99
Frieda Mai	3-01-97	to	2-28-00
James C. Maes	3-01-95	to	2-28-01
R. Michael Beatty	3-01-96	to	2-28-02
Pat Bolen	3-01-97	to	2-28-03
John K. Vanier, II	3-01-99	to	2-28-05
Donald E. Morris	3-01-00	to	2-28-06
Robert H. Miller	3-01-01	to	2-28-07
Steve Ryan	3-01-03	to	2-28-09
Eric Hardman	3-01-05	to	2-28-11



FORMER BOARD MEMBERS (CONT.)

Julie Sager Miller	3-01-06	to	2-28-12
Jeff Thompson	3-01-07	to	2-28-13
Dr. Randy Hassler	3-01-02	to	2-28-08
	3-01-09	to	2-28-15
Angie Coble	3-01-12	to	2-28-15
Michael L. Hoppock	3-01-13	to	2-29-16
Daran Neuschafer	3-01-11	to	2-28-17
Jeff Maes	3-01-11	to	2-28-17
Kathrine Platten	3-01-15	to	2-28-18
Troy Vancil	3-01-08	to	2-28-11
	3-01-19	to	2-28-21
Brian Weisel	3-01-16	to	2-28-22
Alan Eichelberger	2-14-17	to	2-28-23
Kent Buer	2-14-17	to	2-28-23
Kristin Gunn	3-01-18	to	2-29-24
Stephanie Carlin	3-16-22	to	2-28-25

FORMER BOARD CHAIRS

M. J. Kennedy	4-28-65	to	6-22-71
C. J. Wertz	6-22-71	to	6-12-73
William P. Horton	6-12-73	to	4-27-76
	5-11-82	to	5-10-83
Ben E. Vidricksen	4-27-76	to	6-28-77
Dean Tinkler	6-28-77	to	5-22-79
Joe C. Cloud	5-22-79	to	4-28-81
Nathan B. Butcher	4-28-81	to	5-11-82
Ed Pogue	5-10-83	to	5-14-86
Thomas J. Kennedy	5-14-86	to	5-11-88
Kenneth Stephenson	5-11-88	to	5-09-90
Roger Morrison	5-09-90	to	3-11-92
Charles B. Roth	3-11-92	to	3-10-93
Bob E. Ott	3-10-93	to	3-15-95
Dorothy W. Lynch	3-15-95	to	3-20-96
Richard A. Renfro	3-20-96	to	3-19-97
Charlie Stevens, Jr.	3-19-97	to	3-17-99
James C. Maes	3-17-99	to	3-22-00
R. Michael Beatty	3-22-00	to	3-14-01
Pat Bolen	3-14-01	to	3-13-02
John K. Vanier, II	3-13-02	to	3-19-03
Donald E. Morris	3-19-03	to	3-17-04
Robert H. Miller	3-17-04	to	3-23-05
Dr. Randy Hassler	3-23-05	to	3-15-06
	3-21-12	to	3-20-13
Stephen C. Ryan	3-15-06	to	3-21-07
Eric Hardman	3-21-07	to	3-18-09
Julie Sager Miller	3-18-09	to	3-17-10
Jeff Thompson	3-17-10	to	3-21-12
Daran Neuschafer	3-20-13	to	3-19-14
Jeff Maes	3-19-14	to	3-18-15
Michael L. Hoppock	3-18-15	to	2-29-16
Troy Vancil	3-11-16	to	3-18-17



FORMER BOARD CHAIRS (CONT.)

Katherine Platten	3-18-17	to	2-28-18
Brian Weisel	3-21-18	to	3-20-19
Alan Eichelberger	3-01-20	to	3-17-21
Kristin Gunn	3-17-21	to	3-16-22
Kent Buer	3-20-19	to	2-29-20
	3-16-22	to	2-28-23
Tod Roberg	3-17-23	to	3-20-24
Stephanie Carlin	3-20-24	to	2-28-25



Pieter Miller, C.M. Executive Director


Pieter Miller, C.M. is an accomplished and experienced professional, serving first as the Executive Director at the Salina Airport Authority since 2023 and as Executive Director since July 2024. With a strong background in aviation management and a proven track record of success, Miller brings invaluable expertise to the Salina Regional Airport and Airport Industrial Center.



Miller's career in the aviation industry spans over 15 years, during which he has consistently showcased his exceptional leadership capabilities and commitment to excellence. Holding his American Association of Executives Certified Member accreditation, he possesses a comprehensive understanding of the industry's dynamics and intricacies.

As the Executive Director, Miller's prior experience and airport skill set is unique and necessary for new construction and development that is scheduled to occur at the Salina Regional Airport and Airport Industrial Center. He has assumed major roles in the projects underway at the airport and at the Airport Industrial Center, beginning with the construction of the K-AIRES Center, construction of multiple 98,000 square-foot maintenance, repair, and overhaul (MRO) hangars on the Salina Airport's north ramp development site, and construction of the Aviation Innovation and Maintenance (AIM) Center. Upcoming projects that will also be directed by Pieter are the \$7.5 million rehabilitation of the Salina Airport's crosswind Runway, the \$12 million expansion of the M.J. Kennedy Air Terminal to support scheduled air service growth, and the remedial action phase of the \$70 million Former Schilling Air Force Base cleanup project.

With his exceptional communication skills, Miller effectively collaborates with various stakeholders, including government officials, airlines, and local businesses, to foster strong partnerships that drive economic growth and development in the region. His strong negotiation skills have facilitated the establishment of key contracts and agreements that have helped attract new business opportunities to the airport.




Outside of his professional commitments, Miller actively participates in industry conferences and workshops, consistently staying up to date with the latest advancements in aviation technology and management practices. His dedication to ongoing professional development enables him to continuously refine the operations at the Salina Regional Airport and Airport Industrial Center, ensuring the highest level of service to all stakeholders.

Pieter Miller is a dynamic and results-driven professional, bringing extensive expertise in aviation management to his role as Executive Director at the Salina Airport Authority. With his exceptional leadership skills, unrivaled industry knowledge, and unwavering commitment to excellence, Miller is a vital asset to the Airport Authority, ensuring the smooth functioning and progress of Salina Regional Airport and Airport Industrial Center.

Non-profit and civic leadership roles include:

- Past president, Kansas Association of Airports
- Vice-president, Kansas Pilots Association
- Treasure/Secretary, 81 Escadrille Flying Club
- Cub/Boy Scout Leader

Certifications

- American Association of Airport Executives, Certified Member
 - Certified AAAE Airport Security Coordinator
 - Licensed Private Pilot
 - Mini-Masters Public Administration
- 



Michelle Swanson, C.M. Director of Administration and Finance

As Director of Administration and Finance of the Salina Airport Authority, Michelle Swanson helps lead the vibrant and thriving Salina Regional Airport and the Salina Airport Industrial Center.

Michelle is committed to the existing businesses and organizations at the airport and serves as a resource to the entities not only in financial related matters, but also with issues related to human resources, marketing and business expansions. Michelle has experience in working with airport businesses throughout all stages of a company life cycle. Michelle has worked in financial management for more than 2 decades.

She obtained her B.S. in Business from Fort Hays State University in 1991 and her B.A. in Accounting from Kansas Wesleyan University in 2008. She began working for the Salina Airport Authority in 1998.

Michelle's proficiency was instrumental in the selection of the Salina Airport as Mission Control and the launch/landing site for Virgin Atlantic Global Flyer's international record attempt to fly around the world solo, non-stop, and non-refueled.

Michelle has participated in the following professional organizations:

- American Association of Airport Executives, Certified Member
- 2020 President of the Kansas Association of Airports
- Kansas Aviation Advisory and Review Committee
- Kansas State University Adjunct Professor

Non-profit and civic leadership roles include:

- Salina Area Technical College Foundation Board Member
- Catechist – St. Elizabeth Ann Seton Church
- United Way - Past Chairman for Government Agency Fund Raising
- Salina Area Chamber of Commerce - Leadership Salina 1999 Graduate
- Greater Salina Community Foundation Past Board Member





Maynard Cunningham **Director of Facilities and Construction**



As the Director of Facilities and Construction, Maynard Cunningham is responsible for managing nearly 900,000 square feet of existing manufacturing, warehouse, hangar and office space at the Salina Regional Airport and Airport Industrial Center. Management of existing facilities includes overseeing the maintenance and development of the facility structures and systems necessary to ensure the Authority's assets and infrastructure are well maintained and in compliance with applicable laws and regulations.

Cunningham's responsibilities also include overseeing design and construction activity for airport facilities and pavement projects. Cunningham joined the Salina Airport Authority staff in 2021 after 8 years as a product engineer and manager with Bergkamp, Inc.

Cunningham's work experience includes project manager for Maico Industries of Ellsworth, designer for Doonan Trailer Corp. of Great Bend, and engineering technician for Salina Vortex. He has worked as an automotive technician, truck driver, self-employed in remodeling, and volunteer firefighter.

Cunningham has an associate's degree in mechanical engineering technology from K-State Salina, truck driving certification from Southwest Missouri State and national firefighting certifications through Kansas University.

Certifications:

AAAE Airport Security Coordinator (ASC)



David Sorrell **Director of Operations**

As Director of Operations, David Sorell is responsible for managing the operations, maintenance, aircraft rescue and firefighting, and security activities at the Salina Regional Airport and Salina Airport Industrial Center. He is responsible for FAR Part 139 and ensuring airport/industrial center compliance with federal, state and local regulations.



Sorell joins the Salina Airport Authority after a number of years with the State of Kansas DOFE Training Site in the maintenance department. Prior to his time with the State, Sorell had multiple years of experience in the construction industry.

The Regional Airport is home to 17 commercial aviation businesses that offer a wide array of products and services to local, national and international customers and provides more than 550,000 square feet of available hangar space adjacent to a 12,300-foot runway. Aviation and aerospace employers are supported by the Kansas State University aviation program for workforce training & applied aviation research.

Certifications:

- AAAE Airport Security Coordinator
- AAAE Airport Safety and Operations Specialist
- Tank Management Services (TMS) Underground Storage Tank Operator
- USDA Wildlife Services - Wildlife Hazard Identification and Management
- NATA Safety 1st – Fuel Safety Supervisor and Professional Line Services
- KS Fire & Rescue Training Institute – Part 139 Airport Fire Fighter

Awards:

- Safety Services Company (SS) Safety Recognition Award
- Salina Army Aviation Support Facility Certification of Appreciation



Kasey L. Windhorst **Business and Communications Manager**

As Business and Communications Manager, Kasey Windhorst fully utilizes her exceptional customer service and organizational skills for the Salina Airport Authority. The Airport Authority's staff particularly appreciates Kasey's coordination and support skills as they work together to grow the vibrant and thriving Salina Regional Airport and Salina Airport Industrial Center.

Kasey provides high-level executive support for the Airport Authority and outstanding customer service to businesses and organizations at the airport and airport industrial center. Kasey efficiently and quickly processes information requests, prepares reports and performs accounting duties including accounts payable, accounts receivable and payroll. In addition, Kasey assist with issues related to human resources, marketing and communications.

Kasey came to the Salina Airport Authority in 2004 and brings with her several years of experience as an administrative assistant. She obtained her Office Assistant/Administrative Assistant degree from Wichita Area Technical College in 2002. She obtained her Bachelor of Science degree in Business Management at Kansas Wesleyan University. Before joining the Airport Authority, Kasey worked as a sales administrative assistant at a local, nationally known company, and as a receptionist for a national tax preparation business. Kasey's organizational skills have been instrumental in the growth of the Salina Regional Airport and Salina Airport Industrial Center.

Non-profit and civic leadership roles include:

- Salina Area Chamber of Commerce – Leadership Salina 2013 graduate
- Salina Human Resource Management Association (SHRMA) Member
Program/Professional Development Chair
Marketing/ Social Committee
- Salina Area United Way Internal Coordinator
- Project Salina Team Leader

Certifications:

- Certified AAAE Airport Security Coordinator
- Licensed Internal Revenue Tax Preparer
- State of Kansas Notary of the Public





Michelle Moon **Airport Administration Specialist**

As an Airport Administration Specialist at the Salina Airport Authority, Michelle Moon participates and assists in daily operations of the Salina Regional Airport and Salina Airport Industrial Center.

Michelle provides administrative support for the executive staff and service to businesses, organizations, and customers of the Salina Regional Airport. Michelle effectively and efficiently deals with all manners of correspondence, prepares important documents, directs inquiries, and assists in day to day tasks of airport management.

Michelle completed her undergraduate degree at Marymount College of Kansas and obtained her MBA from Kansas Wesleyan University. She began working for the Salina Airport Authority in 2021.

Certifications:

- AAE Airport Security Coordinator (ASC)

Non-profit and civic leadership roles include:

- Stiefel Theatre Volunteer
- St. Jude's Partner in Hope





Pieter Miller
Executive Director

785-827-3914

785-822-9022



Shelli Swanson
*Director of Admin &
Finance*

785-827-3914

785-577-4647 (cell)



Maynard Cunningham
*Director of Facilities &
Construction*

785-827-3914

785-342-4324 (cell)



Kasey Windhorst
*Business &
Communications*

785-827-3914

785-342-6217 (cell)



David Sorell
Director of Operations

785-342-9217 (cell)



Michelle Moon
*Airport Administration
Specialist*

785-827-3914



Kyle Moyer
Mx/Ops/ARFF Supervisor

785-822-7860 (cell)



Tim Claassen
*Mx/Ops/ARFF
Technician*

785-827-3361



Zach Will
*Mx/Ops/ARFF
Technician*

785-827-3361



Lyle Fleming
Mx/Ops/ARFF Technician

785-827-3361



Thomas Dolan
*Mx/Ops/ARFF
Technician*

785-827-3361



Andrew Hodge
ARFF/Ops Officer

785-829-8319 (cell)



Zach Turner
ARFF/Ops Specialist

785-342-5273



Mike Hulteen
ARFF/Ops Specialist

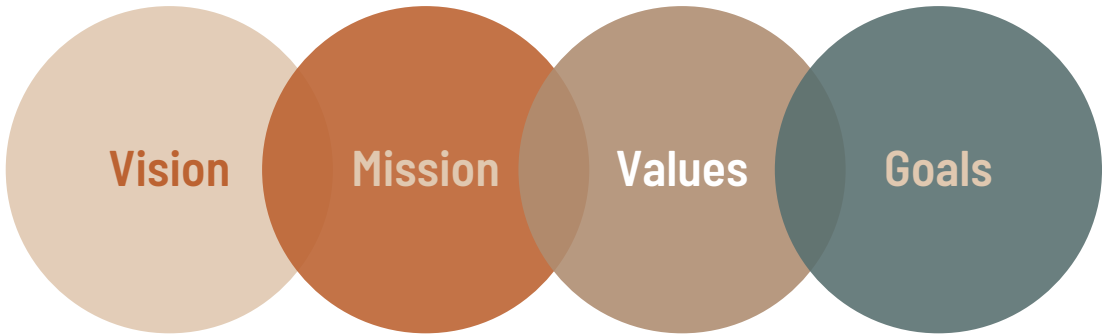
785-342-5273



Keegan Knox
ARFF/Ops Specialist

785-342-5273

Salina Airport Authority Strategic Planning



We continue to strategically plan for the future, creating a map to success. With input from our SAA Board, SAA Employees, SAA Leadership, and trusted partners, we set our vision, mission and values to provide clarity and strategic alignment between our purpose, values and goals. These provide a framework for decision-making, prioritization, organizational growth, and will assist in creating a successful future!

Vision	Mission
Charting the course for global success.	To be a trusted global leader propelling economic growth for aerospace, business, industry, and military by strengthening partnerships.
Values	Goals
Safety Trust Adaptability Rooted in Community Success	Achievable goals that are guided by STARS values and supported by annual budget decisions.

2025 Top 13 Goals by Core Value



SAFETY: Approach each day's tasks with attention and dedication to the safety of staff, airport users, tenants, and the public.

1. **Enhance Safety Across the Airport**
 - **Implement updated safety protocols:** Utilize comprehensive training, digital record-keeping systems, and routine audits to strengthen safety measures for staff and tenants.
 - **Complete Runway 12/30 Rehabilitation:** Finalize construction with improved lighting, enhanced surface quality, and compliance with FAA standards. These upgrades will reduce safety risks and ensure operational reliability.
 - **Advance the Schilling Environmental Cleanup:** Focus on addressing legacy hazards, including contamination mitigation, to ensure a safe environment for the surrounding community.
2. **Transition to PFAS-Free AFFF (Aqueous Film Forming Foam)**
 - Replace legacy AFFF fire suppression systems with environmentally compliant, PFAS-free alternatives, ensuring alignment with evolving FAA safety and environmental standards.
 - Provide specialized training for ARFF (Aircraft Rescue and Firefighting) personnel to safely and effectively use the new systems.
 - Coordinate the safe disposal of existing PFAS-based foams, mitigating environmental risks and ensuring regulatory compliance.
3. **Expand Aircraft Tracking with ADS-B Coverage**
 - Partner with the FAA and other stakeholders to enhance Automatic Dependent Surveillance-Broadcast (ADS-B) coverage. This initiative will improve air traffic safety, benefiting pilots, controllers, and operational staff.



TRUST: Trust is earned by adhering to the SAA's Code of Ethics and commitment to fair and equitable treatment of all individuals, organizations, and entities.

1. **Promote Financial Accountability**
 - Achieve a **Certificate of Excellence in Financial Reporting** through rigorous audits and transparent financial practices.
 - Publish clear and consistent updates on ongoing initiatives, such as Project 80 and airfield improvements, to reinforce stakeholder confidence.
2. **Strengthen Stakeholder Communication**
 - Foster open communication with tenants, government agencies, and community leaders. For example, maintain regular meetings to update stakeholders on key projects, progress milestones, and challenges.
 - Highlight transparency in tenant relations by addressing concerns promptly and ensuring equitable treatment in lease agreements and partnerships.



ADAPTABILITY: Adapt to evolving industry and community needs, ensuring the airport remains competitive in a dynamic aviation environment.

1. **Advance SLN Airfield Development**
 - Update airfield layouts to accommodate MRO expansion by updating existing facilities and partnering with airfield tenants to meet facility needs.
 - Collaborate with regulatory bodies to integrate Advanced Air Mobility (AAM) and Unmanned Aircraft Systems (UAS) technologies into airfield planning.
2. **Facilitate Sustainable Aviation Innovation**
 - Continue to build partnership with Textron eAviation to support testing of the Nexus eVTOL program, positioning SLN as a hub for green aviation technologies.
 - Invest in infrastructure improvements, such as installing energy-efficient lighting in hangars and facilities, and supporting renewable energy projects, to meet sustainability goals.



SAFETY



TRUST



ADAPTABILITY



ROOTED IN
COMMUNITY



SUCCESS



ROOTED IN COMMUNITY: The Airport Authority's goals aim to create positive economic impacts and improve the quality of life in Salina.

1. **Drive Economic Growth**
 - Complete **Project 80 development**, including infrastructure construction, to attract new tenants and increase regional employment opportunities.
 - Partner with local economic development organizations to secure investments and support long-term job growth in the Airport Industrial Center.
2. **Expand AIM Center Operations**
 - Strengthen educational partnerships to increase enrollment and continue to develop and adjust specialized training programs. These programs will address workforce gaps in aviation maintenance and innovation.
 - Invest in resources, such as additional classroom space and advanced equipment, to support high-quality aviation training, workforce development and MRO expansion.
3. **Foster Regional Collaboration**
 - Work with Salina-area organizations to showcase the Airport Industrial Center as a premier location for business growth and innovation. For example, host tours and public engagements to potential tenants and stakeholders.



SUCCESS: The Airport Authority's success is reflected in the achievements of its tenants, community partners, and staff.

1. **Maintain Financial Stability**
 - Preserve a **\$1.8M operating reserve**, ensuring the airport's ability to meet operational demands and unforeseen challenges.
 - Proactively seek grant funding opportunities from the FAA, Economic Development Administration, and Kansas Department of Transportation to finance critical projects.
2. **Support Tenant Success**
 - Collaborate with tenants like 1 Vision, AvFlight, KSU-Salina, SkyWest and Textron to meet their operational goals, such as providing the necessary infrastructure for maintenance and sustainable aviation initiatives.
 - Actively monitor and respond to tenant feedback to improve facilities and support business growth.
3. **Measure and Celebrate Achievements**
 - Develop Key Performance Indicators (KPIs) for major projects and programs, ensuring alignment with strategic goals. For instance, track AIM Center graduate employment rates or Project 80's job creation impact.
 - Share success stories with stakeholders through reports, community events, and media outreach, reinforcing the value of airport initiatives.



27-316. Same; purpose; creation of separate authority authorized. It is hereby declared to be the policy of the state that to promote the public interest, economy, health, safety, education and general welfare of the cities to which the provisions of this act may be applicable and of the residents and property owners therein that the people be empowered to acquire, own, maintain, operate, improve and dispose of surplus real or personal properties of the United States, the state of Kansas, any political subdivision thereof or any municipality therein, within or without the cities to which the provisions of this act may be applicable, including, but not limited to, property which may be essential, suitable or desirable for the development, improvement, operation or maintenance of a public airport. Because of the unique problems which exist relative thereto, the creation of an authority separate and distinct from such cities and the counties in which such cities are located is necessary. **History:** L. 1965, ch. 117, § 2; April 16.

27-317. Same; application to certain cities. This act shall apply to any city which has or shall hereafter acquire an air base which has been or shall hereafter be declared surplus by the United States or any of its agencies. **History:** L. 1965, ch. 117, § 3; L. 1972, ch. 149, § 1; L. 1978, ch. 148, § 11; April 20.

27-318. Same; definitions. As used in this act:

- (a) "City" means a city to which this act applies as provided in K.S.A. 27-317, which establishes and creates an authority pursuant to this act.
- (b) "Authority" means a surplus property and public airport authority created pursuant to this act.
- (c) "Property" means any interest in any real or personal property within or without the city acquired by said city or available for acquisition by the authority from:
 - (1) The United States or any of its agencies pursuant to the federal property and administrative services act of 1949, as amended, the surplus property act of 1944, as amended, the federal airport act of 1946, as amended, and any other federal law relating to disposition of property owned or held by the United States or any of its agencies;
 - (2) The state of Kansas, any political subdivision thereof, or any municipality therein under the provisions of any applicable statutes of the state of Kansas or municipal ordinances; or
 - (3) Any other source authorized by this act.
- (d) "Public airport" means a public airport as defined in the federal airport act of 1946, as amended, and shall include such property which in the determination of the administrator of the federal aviation agency is essential, suitable or desirable for the development, improvement, operation or maintenance of such public airport or reasonably necessary to fulfill the immediate and foreseeable future requirements of such public airport for the development, improvement, operation or maintenance of such public airport, including property needed to develop sources of revenue from nonaviation businesses at such public airport.

(e) "Board of directors" means the board of directors of the authority.

(f) "Director" means a member of the board of directors of the authority.

(g) "Employee" means an employee of the authority created by a city pursuant to the act of which this section is amendatory.

History: L. 1965, ch. 117, § 4; L. 1978, ch. 148, § 12; L. 1979, ch. 114, § 1; April 27.

27-319. Ordinance for creation; public corporation; rights and immunities; tax exemptions; control; board of directors, appointment, terms, vacancies; expenses; transfer of property of city to authority. (a) The governing body of any city to which this act applies is hereby authorized to establish and create, by adoption of an appropriate ordinance citing this act, an authority as herein provided to acquire, own, maintain, operate, improve, develop, lease and dispose of property in furtherance of the provisions of this act. An authority created hereunder shall have all of the powers, and only the powers, prescribed by this act. Such authority shall be a body corporate and politic constituting a public corporation and a tax-supported institution, agency and organization. Except as provided in subsection (b), such authority shall have the same immunities and exemptions from the payment of costs, damages, charges, taxes and fees as are granted to the city. Such authority shall be managed and controlled by a board of directors consisting of five directors to be appointed by the governing body of the city. The original board of directors of the authority shall be appointed at the time of the creation of the authority. One of such directors shall be appointed for a term of three years, two for a term of two years and two for a term of one year, with the term of office of each such director to commence on the date of appointment. Each of the directors shall serve until the expiration of such person's term and until a successor is appointed. The governing body of the city shall appoint successors to the original and succeeding directors as the respective term of each expires, each of whom shall serve for a term of three years and until a successor is appointed. No director shall serve as a director for more than eight consecutive years. Vacancies shall be filled for unexpired terms. Any director may be removed by a majority vote of the governing body of the city from office for reasonable cause. The directors shall not be compensated for services rendered as such directors but shall be reimbursed in carrying out their duties as such directors.

(b) (1) For all taxable years commencing after December 31, 1988, the Salina airport authority shall be exempt from the payment of ad valorem taxes levied by the state and any other political or taxing subdivision of the state on property owned by it prior to and on January 1, 1989, and which is located within the corporate limits of the city creating the authority. All property taxes, including any penalties and interest accrued thereon, imposed upon any property herein described for all taxable years commencing prior to January 1, 1989, are hereby declared to be cancelled.

(2) For all taxable years commencing after December 31, 1991, the Pratt airport authority shall be exempt from the payment of ad valorem taxes levied by the state and any other political or taxing subdivision of the state on property owned by it prior to and on January 1, 1992, and which is located within the corporate limits of the city creating the authority. All property taxes, including any penalties and interest accrued thereon, imposed upon any property herein described for all taxable years commencing prior to January 1, 1992, are hereby declared to be cancelled.

(c) Upon the creation of an authority hereunder, the governing body of the city shall transfer all property and any funds belonging to the city or to which the city may be entitled, which are to be used for or are necessary for the operation of a public airport, to the authority created hereunder. **History:** L. 1965, ch. 117, § 5; L. 1970, ch. 366, § 17; L. 1978, ch. 148, § 13; L. 1989, ch. 113, § 1; L. 1992, ch. 171, § 2; July 1.

27-320. Same; perpetual succession; powers of authority. The authority shall have perpetual succession subject to the power of the city to dissolve the same in the time and manner provided in K.S.A. 27-325, and shall have the power:

- (a) To adopt, alter and use corporate seal;
- (b) To sue and be sued, to prosecute and to defend any action in any court of competent jurisdiction;
- (c) To receive, purchase, lease, obtain option upon, acquire by contract or grant, or otherwise acquire, to own, hold, maintain, operate, improve, subdivide, lease, lease for oil and gas purposes and develop, and to sell, convey, lease, exchange, transfer, assign, grant option with respect to, mortgage or otherwise dispose of property;
- (d) To enter into contracts to carry out the purposes of the authority and to execute contracts and other instruments necessary or convenient to the exercise of any of the powers of the authority;
- (e) To acquire, hold and dispose of property without regard to the provisions of any other laws governing the acquisition, holding and disposition of public property and public funds by cities and their agencies;
- (f) To adopt, amend and repeal bylaws, rules and regulations not inconsistent with this act governing the manner in which the powers and purposes of the authority shall be carried out and effected: Provided, however, The same shall become effective upon ratification of the governing body of the city;
- (g) To select, appoint, employ, discharge or remove such officers, agents, counsel and employees as may be required to carry out and effect the powers and purposes of the authority and to determine their qualifications, duties and compensation;
- (h) To borrow money and pledge, mortgage or otherwise hypothecate property and revenues as security therefor;
- (i) To contract with the United States or any of its agencies, the state of Kansas, any political subdivision thereof and any municipality therein with respect to the terms on which the authority may agree to purchase or receive property, including, but not limited to, provisions for the purchase of property over a period of years, for payment of the purchase price or installments thereof in the manner and to the extent required, and for pledge of all revenues and income received from the sale or operation of said property after providing for administration, maintenance and operation costs, to payment of the principal of the purchase price and interest thereon or of any bond issued by the authority therefor;
- (j) To enter into agreements with the city or others for the

furnishing of any utilities, facilities and services owned, maintained, furnished or conducted by the city on such terms and conditions and for such considerations as may be agreed upon between the city or others and the authority;

(k) To distribute to the city any funds not necessary for the proper conduct of the affairs of the authority. **History:** L. 1965, ch. 117, § 6; April 16.

27-321. Same; power of city to establish and create; boundaries of authority; annexation, effect on bonded debt; rights of city and authority. This act shall empower any city to which this act applies to establish and create an authority, and shall empower such city and such authority to exercise the powers herein granted, and no action, proceeding or election, other than the adoption of the ordinance referred to in K.S.A. 27-319, shall be required prior to the establishment and creation of such authority or to authorize the exercise of any of the powers herein granted, any provisions of the laws of the state or of any city charter or ordinances to the contrary notwithstanding. The boundaries of any such authority shall be commensurate with the boundaries of the property acquired by the authority and the property so acquired need not be in a single contiguous area. All or any part of the real estate constituting a part of the property located within the boundaries of the authority may be annexed and taken within the corporate limits of the city in the same manner and to the same extent as any other real estate which is not owned or controlled by the city and any such real estate so annexed and taken within the corporate limits of the city shall be exempt from any bond indebtedness of the city incurred prior to the date of such annexation, and the city may exempt such real estate from any city taxes which the governing body of the city shall determine. A city which establishes and creates an authority under the provisions of this act and the authority created by such city shall have the same rights, privileges and immunities with respect to property located outside the municipal limits of such city as now exist for any property located within the limits of such municipality, including the right of eminent domain: Provided, That the right of eminent domain shall be exercised only by the authority with the approval of the governing body of the city in order to acquire property or an interest in or through air space which is essential, suitable or desirable for the development, improvement, operation or maintenance of a public airport. Such city shall also have the right to transfer and convey to such authority, without consideration, any public airport owned by such city. **History:** L. 1965, ch. 117, § 7; April 16.

27-322. Tax levies by authority; approval by city; exceptions. (a) Except as provided in subsection (b), with the consent of the governing body of the city, the authority may annually levy a tax not to exceed three mills on each dollar of the assessed tangible valuation of the property of the city for the furtherance of the purposes of the authority, to be levied and collected in like manner with other taxes, which levy the board of directors shall, on or before August 25, of each year, certify to the county clerk who is hereby authorized and required to place the same on the tax roll of said county to be collected by the treasurer of said county and paid over by him or her to the board of directors of the authority.

(b) In addition to the levy authorized in subsection (a), if the authority is required to provide matching funds in order to qualify for any federal or state grant relating to the development, improvement, operation or maintenance of the

public airport, and such funds are not otherwise available from revenues of the airport facility, the authority may levy a tax not to exceed one mill upon each dollar of the assessed tangible valuation of the property of the city to be levied and collected in the same manner as provided for in subsection (a) except that such levy shall be made without the consent of the governing body of the city.

Before any levy is made pursuant to this subsection, the board of directors of the authority shall publish a notice of their intention to make such additional levy once each week for two consecutive weeks in the official newspaper of the city. If within 30 days next following the last publication of the notice a petition signed by not less than 5% of the qualified electors of the city requesting an election on the question of levying the additional mill authorized by this subsection is filed with the city clerk, an election on the question shall be noticed, called and held in the manner prescribed under the general bond law. If a majority of the qualified electors of the city voting at such election vote "no" on the question of levying the additional mill, no levy shall be made under this subsection.

(c) The authority shall be exempt from the provisions of the budget laws of the state. **History:** L. 1965, ch. 117, § 8; L. 1978, ch. 148, § 14; L. 1979, ch. 114, § 2; L. 1990, ch. 66, § 39; May 31.

27-323. Same; general obligation bonds; approval by city; election, when; conditions; tax levy; revenue bonds, conditions, restrictions and limitations; no-fund warrants; state or municipality not liable for obligations of authority. The authority shall have power to issue its own general obligation bonds, revenue bonds, industrial revenue bonds, and no-fund warrants as provided by this section:

(a) If the authority desires to issue its general obligation bonds, the board of directors of the authority shall adopt a resolution setting forth the principal amounts of bonds proposed to be issued and the purpose for which the bonds are to be issued, and shall forward a copy of such resolution to the mayor of the city. The mayor shall present such resolution to the governing body of the city for its approval or disapproval. If the governing body of the city, by appropriate ordinance, disapproves the resolution of the authority, no further action shall be taken by the authority on the basis of the resolution. If the governing body of the city, by appropriate ordinance, unconditionally approves the resolution of the authority, the governing body of the authority may proceed to authorize and issue the general obligation bonds of the authority in the amount and for the purpose specified in the resolution of the authority. The governing body of the city, however, upon the presentation to it of the resolution of the authority, in lieu of disapproving or unconditionally approving the resolution, may adopt a resolution giving its approval of the resolution of the authority but directing the publication once in the official city newspaper of a notice setting forth the intention of the authority to issue its general obligation bonds in the amount and for the purpose specified in the resolution of the authority, and if within 15 days after the publication of the notice there is filed with the city clerk a written protest against the issuance of the general obligation bonds of the authority signed by not less than 20% of the qualified electors of the city, the governing body of the city shall submit the proposed improvement and the proposed general obligation bond issue of the authority to the electors of the city at a special election to be called for that purpose upon at least 10 days' notice, to be held not later than 60 days after the filing of the protest, or at a regular city election or general election which will occur not sooner than 30 days nor later than

60 days after the filing of the protest. In the event that a majority of the voters voting on the proposition at the election vote in favor thereof, the improvement may be made and the general obligation bonds of the authority may be issued by the authority to pay the cost thereof. General obligation bonds of the authority shall not be issued in excess of 10% of the assessed valuation of all the taxable tangible property within the city as shown by the assessment books of the previous year. The general obligation bonds of the authority as to the term, maximum interest rate, and other details shall conform to the provisions of the general bond law. The full faith and credit of the authority shall be pledged to the payment of the general obligation bonds of the authority, including principal and interest, and the authority shall annually levy a tax on all taxable tangible property within the city, in addition to all other levies authorized by law, in an amount sufficient to pay the interest on and principal of the bonds as the same become due. The general obligation bonds of the authority shall not constitute a debt or obligation of the city which established and created the authority.

(b) The authority may issue from time to time the revenue bonds of the authority for the purpose of purchasing, constructing, or otherwise acquiring, repairing, extending, or improving any property or facility of the authority and may pledge to the payment of the revenue bonds, both principal and interest, any rental, rates, fees or charges derived or to be derived by the authority from property or facilities owned or operated by it. The revenue bonds of the authority shall mature not later than 40 years after the date of issuance. The revenue bonds shall bear interest at a rate not exceeding the maximum rate of interest prescribed by K.S.A. 10-1009, and amendments thereto. The bonds shall contain recitals stating the authority under which such bonds are issued, that they are issued in conformity with the provisions, restrictions and limitations of the authority, and that the bonds and interest thereon is to be paid by the issuing authority from any rental, rates, fees or charges derived or to be derived by the authority from property or facilities owned or operated by it and not from any other fund or source. The resolution authorizing the issuance of revenue bonds of the authority may establish limitations upon the issuance of additional revenue bonds of the authority and may provide that additional revenue bonds shall stand on a parity as to the revenues of the authority and in all other respects with revenue bonds previously issued by the authority on the conditions as specified in the resolution. The resolution may include other agreements, covenants or restrictions deemed advisable by the governing body of the authority to effect the efficient operation of the property and facilities of the authority, and to safeguard the interests of the holders of the revenue bonds of the authority, and to secure the payment of the bonds and the interest thereon promptly when due. When an authority authorizes and issues its revenue bonds under the provisions of this section, an amount of the net revenues of the property and facilities of the authority sufficient for the purpose shall be pledged to the payment of the principal of and the interest on the bonds as the same become due, and it shall be the mandatory duty of any authority issuing revenue bonds under this act to fix and maintain rentals, rates, fees and charges for the use and services of the property and facilities of the authority sufficient to pay the cost of operation and maintenance of the property and facilities, pay the principal of and interest on all revenue bonds or other obligations issued by the authority and chargeable to the revenues of the authority as and when the same become due, provide an adequate depreciation and replacement fund, and create reasonable

reserves therefor, and to provide funds ample to meet all valid and reasonable requirements of the resolution authorizing the revenue bonds. The bonds shall be registered in the office of the secretary or clerk of the authority.

(c) The authority may issue the industrial revenue bonds of the authority in the manner provided by K.S.A. 12-1740 to 12-1749, inclusive, and amendments thereto.

(d) The authority may issue its no-fund warrants under the conditions and in the manner provided by law for the issuance of no-fund warrants by cities of the first class.

(e) The bonds, warrants, and other obligations and liabilities of the authority shall not constitute any debt or liability of the state of Kansas or of the city which established and created the authority, and neither the state nor the city shall be liable thereon. **History:** L. 1965, ch. 117, § 9; L. 1970, ch. 64, § 72; L. 1978, ch. 99, § 31; L. 1983, ch. 49, § 77; L. 2007, ch. 7, § 1; July 1.

27-324. Same; public records; annual audit; copies to city. All contracts, leases, agreements, books and records of the authority shall constitute public books and records and shall be available for examination by the city and any of its officers, employees and agents during normal business hours. The authority shall cause an audit of its books and records to be conducted, at least annually, by an independent certified public accountant and the city shall be furnished copies of the report of such examination. **History:** L. 1965, ch. 117, § 10; April 16.

27-325. Same; dissolution of authority, when; disposition of property; transfer of property and obligation to city of Pratt, when. (a) Except as provided in subsection (b), an authority created and established by a city may be dissolved at any time by such city by adoption of an appropriate ordinance effecting a dissolution. The authority established hereunder shall continue for a period of not less than 10 years. An authority established shall not be dissolved until all of its liabilities, bonds and other valid indebtedness have been paid in full or have been otherwise discharged. Upon dissolution, the city shall acquire the property of the authority subject to any leases or agreements duly and validly made by the authority.

(b) An authority created and established by the city of Pratt may be dissolved at any time by the city by adoption of an appropriate ordinance effecting the dissolution thereof. Upon such dissolution the city shall acquire the property of the authority subject to any leases or agreements duly and validly made by the authority. The ordinance shall provide for the following:

(1) The provisions of the ordinance shall be deemed to be adequate for the payment or retirement of any authority debts or obligations. All property, funds and assets of the authority shall be vested in the city of Pratt.

On the effective date of the ordinance:

(A) All of the powers, duties and functions of the authority shall be transferred to and conferred and imposed upon the city of Pratt.

(B) All balances for all funds or accounts for the authority shall be transferred to the city of Pratt.

(C) All liabilities of the authority, including, without limitation, accrued compensation or salaries of officers and employees who are transferred to the city of Pratt under this ordinance, shall be assumed by the city of Pratt.

(D) All assets of the authority shall be vested in the city of Pratt.

(2) The city of Pratt shall be the successor in every way to the powers, duties and functions of the authority in which the same

were vested prior to the effective date of the ordinance. Every act performed in the exercise of such transferred powers, duties and functions by the city, shall be deemed to have the same force and effect as if performed by the authority in which such powers, duties and functions were vested prior to the effective date of the ordinance.

(3) Whenever the airport authority, or words of like effect, are referred to or designated by a contract or other document and such reference is in regard to any of the powers, duties and functions transferred to the city of Pratt, such reference or designation shall be deemed to apply to the city as the context requires.

(4) The city of Pratt shall have the legal custody of all records, memoranda, writings, entries, prints, representations, electronic data or combinations thereof of any act, transactions, occurrence or event of the authority.

(5) The city of Pratt shall be the continuation of the authority. The city of Pratt shall make adequate provisions for the payment or retirement of all authority debts or obligations.

(6) No suit, action or other proceeding, judicial or administrative, lawfully commenced, or which could have been commenced, by or against the authority prior to its dissolution or by or against any officer of the authority, prior to its dissolution in such officer's official capacity or in relation to the discharge of such officer's official duties, shall abate by reason of the governmental reorganization effected under the provisions of the ordinance. The court may allow any such suit, action or other proceeding to be maintained by or against the successor of the authority or any officer affected.

(7) All officers and employees who, immediately prior to the effective date of the ordinance, were engaged in the performance of powers, duties or functions of the authority and who, in the opinion of the city of Pratt, are necessary to perform the powers, duties and functions of the city, shall be offered the opportunity to become officers and employees of the city.

History: L. 1965, ch. 117, § 11; L. 2018, ch. 39, § 1; Apr. 12.

27-326. Same; invalidity of part. If any section, clause or provision of this act shall be declared unconstitutional, the decision shall affect only the section, clause or provision so declared to be unconstitutional and shall not affect any other section, clause or provision of this act. **History:** L. 1965, ch. 117, § 12; April 16.

Published in Salina Journal April 28, 1965

ORDINANCE NO. 6854

AN ORDINANCE CREATING AN AUTHORITY TO BE KNOWN AS THE "SALINA AIRPORT AUTHORITY" FOR THE PURPOSE OF ACQUIRING PROPERTY FROM THE UNITED STATES OR ANY OF ITS AGENCIES, THE STATE OF KANSAS, ANY POLITICAL SUBDIVISIONS THEREOF OR ANY MUNICIPALITY THEREIN OR ANY OTHER SOURCE AUTHORIZED BY LAW, AND TO OWN, MAINTAIN, OPERATE AND IMPROVE, DEVELOP AND DISPOSE OF SUCH PROPERTY; AND TO LEVY TAXES AND TO ISSUE GENERAL OBLIGATION BONDS, REVENUE BONDS, INDUSTRIAL REVENUE BONDS AND WARRANTS TO PROVIDE REVENUE FOR SUCH PURPOSES; PROVIDED FURTHER THAT SAID AUTHORITY SHALL BE VESTED WITH ALL POWERS AND SUBJECT TO ALL LIMITATIONS PROVIDED IN SENATE BILL NO. 235 AS ADOPTED BY THE 1965 SESSION OF THE KANSAS LEGISLATURE:

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SALINA, KANSAS:

Section 1: That the City of Salina, Kansas, pursuant to the authority granted by Senate Bill #235 as adopted by the 1965 Session of the Kansas Legislature does hereby establish and create authority to be known as the "Salina Airport Authority."

Section 2: That the authority hereby created shall be managed and controlled by a board of directors consisting of five directors to be appointed by the governing body of the City of Salina, Kansas

Section 3: That the authority hereby created shall have all those powers enumerated and be subject to all provisions of Senate Bill No 235 as adopted by the 1965 Session of the Kansas Legislature.

Section 4: That this ordinance shall be in full force and effect from after its adoption and publication in the official City Paper.

Passed by the Board of Commissioners this 26 day of April, 1965.

Approved:

Robert M. Stark
Mayor

Attest:

H. L. Latham
City Clerk

4/19/65

Chapter 4 - AIRPORT

Footnotes:

--- (1) ---

Editor's note— Ch. 4 contained provisions pertaining to airport zoning and was repealed by Ord. No. 92-9534 and replaced with § 42-815 et seq.

Cross reference— Airport zoning, § 42-815 et seq.; streets, sidewalks and other public places, ch. 35.

State Law reference— Aircraft and airfields, K.S.A. ch. 3.

ARTICLE I. - IN GENERAL

Sec. 4-1. - Police power extended over airport.

- (a) The police power of the city is hereby extended to include all territory of the municipal airport.
- (b) The lands included in the municipal airport shall be deemed to be a part of the corporate limits of the city.
- (c) All general ordinances of the city are hereby declared to be applicable to the airport.

(Code 1966, § 5-4)

Secs. 4-2—4-15. - Reserved.

ARTICLE II. - AIRPORT AUTHORITY

Footnotes:

--- (2) ---

Cross reference— Administration, ch. 2; boards and commissions generally, § 2-136 et seq.

State Law reference— Surplus property and public airport authority act, K.S.A. 27-315 et seq.

Sec. 4-16. - Created.

The city, pursuant to the authority granted by Kansas Statutes Annotated, ch. 27, art. 3, does hereby establish and create an authority to be known as the "Salina Airport Authority."

(Code 1966, § 5-1)

Sec. 4-17. - Board of directors.

The airport authority hereby created shall be managed and controlled by a board of directors consisting of five (5) directors to be appointed by the board of commissioners.

(Code 1966, § 5-2)

Sec. 4-18. - Authority subject to statutes.

The airport authority hereby created shall have all those powers enumerated and be subject to all provisions of Kansas Statutes Annotated, ch. 27, art. 3.

(Code 1966, § 5-3)

Sec. 4-19. - Rules and regulations.

(a) The airport authority is hereby authorized to adopt and amend such rules and regulations as may be necessary for the orderly operation of the Salina Municipal Airport, which rules and regulations and amendments thereof, after approval of the board of commissioners, shall be filed in the offices of the city clerk, airport manager and airport authority.

(b) Any person violating any of the rules and regulations adopted in accordance with subsection (a) shall be guilty of a misdemeanor.

(Code 1966, §§ 5-5, 5-6)

Secs. 4-20—4-30. - Reserved.

ARTICLE III. - AIRPORT ZONING COMMISSION

Footnotes:

--- (3) ---

Cross reference— *Administration, ch. 2; boards and commissions generally, § 2-136 et seq.; zoning regulations, ch. 42.*

State Law reference— *Authority for airport zoning commission, K.S.A 3-705(2).*

Sec. 4-31. - Created.

There is hereby created a commission to be known as the Salina Airport Zoning Commission.

(Code 1966, § 5-7)

Sec. 4-32. - Membership.

The airport zoning commission shall consist of all of the members of the city planning commission as created in accordance with article II of chapter 29; and that appointment by the board of commissioners to the city planning commission shall automatically constitute appointment to the airport zoning commission for the same term as provided for in article II of chapter 29.

(Code 1966, § 5-8)

Sec. 4-33. - Duties.

The airport zoning commission shall have such powers and duties as specified and provided for in the airport zoning act of the state, the same being article 7 of chapter 3 of the Kansas Statutes Annotated and amendments thereto.

(Code 1966, § 5-9)

Note— See the editor's footnote to the chapter title.

ARTICLE XV. - AIRPORT ZONING DISTRICT

Footnotes:

--- (14) ---

*Cross reference— Airport, ch. 4.**State Law reference— Airport zoning regulations, K.S.A. 3-701 et seq.*

Sec. 42-815. - Short title.

This article shall be known and may be cited as "Salina Regional Airport Zoning Ordinance."

(Ord. No. 92-9534, § 1, 9-21-92)

Sec. 42-816. - Definitions.

As used in this article, unless the context otherwise requires:

- (1) *Airport* means Salina Regional Airport.
- (2) *Airport elevation* means the established elevation of the highest point on the usable landing area.
- (3) *Airport hazard* means any structure, tree or use of land which obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport.
- (4) *Airport reference point* means the point established as the approximate geographic center of the airport landing area and so designated.
- (5) *Authority* means Salina Airport Authority.
- (6) *Board of adjustment* means the board of directors of the Salina Airport Authority.
- (7) *FAA* means Federal Aviation Administration.
- (8) *Height*, for the purpose of determining the height limits in all zones set forth in this article and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
- (9) *Instrument runway* means a runway with an established or planned instrument procedure.
- (10) *Landing area* means the area of the airport used for the landing, taking off or taxing of aircraft.
- (11) *Nonconforming use* means any preexisting structure, tree, natural growth or use of land which is inconsistent with the provisions of this article or an amendment thereto.
- (12) *Noninstrument runway* means a runway other than an instrument runway or a strictly visual runway.
- (13) *Person* means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- (14) *Runway* means the paved surface of an airport landing area.
- (15) *Structure* means an object constructed or installed by man, including, but without limitation, buildings, towers, smokestacks, and overhead transmission lines.
- (17) *Tree* means any object of natural growth.
- (18) *Visual runway* means a runway without an existing or planned straight-in instrument approach

procedure.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-817. - Aircraft use zones.

In order to carry out the provisions of this article, there are hereby created and established certain zones which include all of the land lying within the instrument approach zones, noninstrument approach zones, transition zones, horizontal zone and conical zone. Such areas and zones are shown on Salina Regional Airport airspace drawings found in the June 2014 Airport Layout Plans for the Salina Regional Airport, which were prepared in compliance with FAA requirements and 14 CFR Federal Aviation Regulation, Part 77, and are incorporated by reference as an amendment to the zoning district map of the city. The 2014 Airport Layout Plans for the Salina Regional Airport are on file in the office of the zoning administrator and available in electronic form at www.salinaairport.com. The various zones are hereby established and defined as follows:

- (1) *Instrument approach zone.* An instrument approach zone is established at each end of the instrument runway for instrument landings and takeoffs. The instrument approach zones shall have a width of one thousand (1,000) feet at a distance of two hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of sixteen thousand (16,000) feet at a distance of fifty thousand two hundred (50,200) feet beyond each end of the runway, its center line being the continuation of the centerline of the runway.
- (2) *VFR approach zone.* A visual flight rules (VFR) approach zone shall have a width of two hundred fifty (250) feet at a distance of two hundred (200) feet beyond each end of the runway widening thereafter uniformly to a width of one thousand two hundred fifty (1,250) feet at a distance of five thousand two hundred (5,200) feet beyond each end of the runway.
- (3) *Transition zones.* Transition zones are hereby established adjacent to each runway and approach zone as indicated on the zoning map. Transition zones symmetrically located on either side of runways have variable widths as shown on the airspace drawing. The transition zones extend from all runways at a slope upward and outward one (1) foot vertically for each seven (7) feet horizontally to the point where they intersect the horizontal surface. Additionally, transition zones are established adjacent to the instrument approach zone where it projects through and beyond the limits of the conical zone, extending a distance of five thousand (5,000) feet measured horizontally from the edge of the instrument approach zones at right angles to the continuation of the centerline of the runway.
- (4) *Horizontal surface.* The horizontal surface is a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs. The radius of each arc is: (1) five thousand (5,000) feet for all runways designated as visual; and (2) ten thousand (10,000) feet for all other runways. The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest determined for either end of the runway. When a five thousand (5,000) foot arc is encompassed by tangents connecting two adjacent ten thousand (10,000) foot arcs, the five thousand (5,000) foot arc shall be disregarded on the construction of the perimeter of the horizontal surface.
- (5) *Conical surface.* The conical surface is hereby established as a surface extending outward and upward

from the periphery of the horizontal surface at a slope of one (1) foot vertically for each twenty (20) feet horizontally for a horizontal distance of four thousand (4,000) feet.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-818. - Height limitations.

(a) Except as otherwise provided in this article, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone created by this article to a height in excess of the height limit herein established for such zone. Such height limitations are hereby established for each of the zones in question as follows:

- (1) *Instrument approach zone.* One (1) foot in height for each fifty (50) feet in horizontal distance beginning at a point two hundred (200) feet from and at the center line elevation of the end of the instrument runway and extending a distance of ten thousand two hundred (10,200) feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point fifty thousand two hundred (50,200) feet from the end of the runway;
- (2) *Visual approach zones.* One (1) foot in height for each twenty (20) feet in horizontal distance beginning at a point two hundred (200) feet from and at the centerline elevation at the end of the noninstrument runway and extending to a point five thousand two hundred (5,200) feet from the end of the runway;
- (3) *Transition zones.* One (1) foot in height for each seven (7) feet in horizontal distance beginning at any point five hundred (500) feet at the elevation of the centerline of the instrument runway, extending two hundred (200) feet beyond each end thereof, extending to a height of one hundred fifty (150) feet above the airport elevation. In addition to the foregoing, there are established height limits of one (1) foot vertical height for each seven (7) feet horizontal distance measured from the edges of all approach zones for the entire length of the approach zones and extending upward and outward to the points where they intersect the horizontal or conical surfaces. Further, where the instrument approach zone projects through and beyond the conical surface a height limit of one (1) foot for each seven (7) feet of horizontal distance shall be maintained beginning at the edge of the instrument approach zone and extending a distance of five thousand (5,000) feet from the edge of the instrument approach zone measured normal to the centerline of the runway extended;
- (4) *Horizontal surface.* One hundred fifty (150) feet above the airport elevation or a height of one thousand four hundred thirty-five (1,435) feet above mean sea level;
- (5) *Conical surface.* One (1) foot in height for each twenty (20) feet of horizontal distance beginning at the periphery of the horizontal surface, extending three hundred fifty (350) feet above the airport elevation; and
- (6) *Excepted height limitations.* Nothing in this article shall be construed as prohibiting the growth, construction or maintenance of any tree or structure to a height up to seventy-five (75) feet above the surface of the land; except when, because of the terrain, land contour or topographic features, such tree or structure would extend above the height limits prescribed for such zone.

(b) Where an area is covered by more than one (1) height limitation, the more restrictive limitations shall prevail.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-819. - Use restrictions.

Notwithstanding any other provisions of this article, no use may be made of land within any zone established by this article in such a manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of flyers using the airport, impair visibility in the vicinity of the airport or otherwise endanger the landing, taking off, or maneuvering of aircraft.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-820. - Nonconforming uses.

- (a) *Regulations not retroactive.* The regulations provided by this article shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations as of September 21, 1992 as amended, or otherwise interfere with continuance of any nonconforming use, except as provided in subsection 3 of section 3-707 of the General Statutes Supplement of 1947, or any amendments thereto; provided, however, that the city may require upon thirty (30) days' notice in writing any person owning and maintaining any nonconforming pole or pole line upon the roads and highways immediately adjoining the airport to remove, lower, change, or alter said nonconforming pole or pole line, upon prior payment by the city to said person of the reasonable and necessary expense of removing, lowering, changing, or altering the pole or pole line; or in lieu thereof to execute a good and sufficient bond with corporate surety thereon as security for the payment of the reasonable and necessary expense of removing, lowering, changing, or altering such pole or pole lines. Reasonable and necessary expense of removing, lowering, changing or altering the pole or pole line shall include, among other items of expense, the actual cost of (1) constructing underground conduits and the construction of such wires and equipment in such conduits, and (2) rerouting wires together with the poles, cross arms and other equipment connected thereto, together with the cost of any of a new right-of-way made necessary by such rerouting.
- (b) *Marking and lighting.* Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the building official to indicate to the operators of aircraft in the vicinity of the airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the city.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-821. - Permits.

- (a) *Future uses.* No material change shall be made in the use of land and no structure or tree shall be erected, altered, planted or otherwise established in any zone hereby created unless a permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.
- (b) *Existing uses.* No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard

to air navigation, than it was on September 21, 1992, or on the effective date of any amendment to this article, or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

- (c) *Nonconforming uses abandoned or destroyed.* Whenever the building official determines that a nonconforming structure or tree has been abandoned or more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.
- (d) *Variances.* Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use his property, not in accordance with the regulations prescribed in this article, may apply to the board of adjustment for a variance from such regulations. Such variances shall be allowed where.
 - (1) It is duly found that a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship and the relief granted would not be contrary to the public interest but will do substantial justice and be in accordance with the spirit of this article,
 - (2) The applicant duly submitted an application to the FAA to determine the impact on airport utility,
 - (3) The FAA determined that there was no substantial impact on airport utility,
 - (4) The aeronautical study conducted by the FAA did not recommend an increase in minimums for instrument approaches or any additional impact to the airport's utility, and
 - (5) The board of adjustments determines that the structure or growth does not reduce the utility of the airport.
- (e) *Hazard marking and lighting.* Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this article and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the city at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-822. - Enforcement.

It shall be the duty of the building official to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the building official upon a form furnished by the building official. Applications required by this article to be submitted to the building official shall be considered within a reasonable time and granted or denied by him. Applications for action by the board of adjustment shall be forthwith transmitted by the building official.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-823. - Board of adjustment.

- (a) There is hereby created a board of adjustment to have and exercise the following powers:
 - (1) To hear and decide appeals from any order, requirement, decision or determination made by the building official in the enforcement of this article;

- (2) To hear and decide special exceptions to the terms of this article upon which such board of adjustment and regulations may be required to pass;
- (3) To hear and decide specific variances.
- (b) The board of adjustment shall consist of all of the members of the board of directors of the airport authority as created in accordance with article II of chapter 4; and that by appointment to the board of directors of the airport authority shall automatically constitute appointment to the board of adjustment for the same term as provided for in article II of chapter 4.
- (c) The board of adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this article. Meetings of the board of adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall be public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the city clerk and shall be a public record.
- (d) The board of adjustment shall make written findings of fact and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this article.
- (e) The concurring vote of a majority of the members of the board of adjustment shall be sufficient to reverse any order, requirement, decision or determination of the building official or to decide in favor of the applicant on any matter upon which it is required to pass under this article, or to effect any variation in this article.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-824. - Appeals.

- (a) Any person aggrieved by any decision of the building official made in his administration of this article, may appeal to the board of adjustment.
- (b) All appeals hereunder must be taken within a reasonable time as provided by the rules of the board of adjustment, by filing with the building official a notice of appeal specifying with the grounds thereof. The building official shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed from was taken.
- (c) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building official certifies to the board of adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the board of adjustment on notice to the building official and on due cause shown.
- (d) The board of adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

- (e) The board of adjustment may, in conformity with the provision of this article, reverse or affirm, in whole or in part, modify the order, requirements, decision or determination appealed from and may make such order, requirements, decision or determination, as may be appropriate under the circumstances.

(Ord. No. 92-9534; § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 42-825. - Judicial review.

Any person aggrieved by any decision of the board of adjustment, may appeal to the district court of the county as provided in K.S.A. 3-709.

(Ord. No. 92-9534, § 1, 9-21-92; Ord. No. 15-10799, § 1, 9-21-2015)

Sec. 25-1. - Incorporating Uniform Public Offense Code.

- (a) *Incorporation by reference.* The Uniform Public Offense Code, 37th Edition (2021), published by the League of Kansas Municipalities, Topeka, Kansas, (the "Uniform Public Offense Code") is adopted and incorporated by reference save and except such articles, sections, parts or portions as are hereafter omitted or amended. At least one copy of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 21-11088," with all sections or portions thereof intended to be omitted or amended clearly marked to show any such omission or amendment and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable business hours.
- (b) *Omissions.* Sections 6.14, 6.15, 6.16, 6.17, 7A.1, 7A.2, 7A.3, 7A.4, 9.9.3, 9.9.4, 9.9.6, 10.13, 10.18, 10.21, 10.24, 10.25, 10.26, 11.3, and 11.15 of the Uniform Public Offense Code are hereby omitted.

- (c) *Amendments.* Section 9.1 of the Uniform Public Offense Code is hereby amended to read as follows:

Sec. 9.1. Disorderly Conduct. Disorderly Conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

- (a) Brawling or fighting;
- (b) Disturbing an assembly, meeting or procession, not unlawful in its character;
- (c) Using fighting words or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others; or
- (d) Willfully throwing, depositing or placing any substance upon any property in which another has an interest without the consent of such other person, when such action does not constitute criminal damage to property.

Disorderly conduct is a Class C violation.

- (d) *Amendments.* Section 9.9.1 of the Uniform Public Offense Code is hereby amended to read as follows:

Sec. 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.

- (a) Except as authorized by the Uniform Controlled Substance Act, K.S.A. 65-4101 et seq., and amendments thereto, it shall be unlawful for any person to possess or have under such person's control marijuana, as designated in K.S.A. 65-4105(d), and amendments thereto, or tetrahydrocannabinols, as designated in K.S.A. 65-4105(h), and amendments thereto.
- (b) *Penalty.* Violations of subsection (a) is a Class B violation for a first offense and a class A

violation if the person has a prior conviction under K.S.A. 65-4162, prior to its repeal, under substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense.

- (c) It shall be an affirmative defense It shall be an affirmative defense to prosecution under this section arising out of a person's possession of any cannabidiol treatment preparation if the person:
- (1) Has a debilitating medical condition, as defined in section 1, and amendments thereto, or is the parent or guardian of a minor child who has such debilitating medical condition;
 - (2) Is possessing a cannabidiol treatment preparation, as defined in section 1, and amendments thereto, that is being used to treat such debilitating medical condition; and
 - (3) Has possession of a letter, at all times while the person has possession of the cannabidiol treatment preparation, that:
 - (A) Shall be shown to a law enforcement officer on such officer's request;
 - (B) Is dated within the preceding 15 months and signed by the physician licensed to practice medicine and surgery in Kansas who diagnosed the debilitating medical condition;
 - (C) Is on such physician's letterhead; and
 - (D) Identifies the person or the person's minor child as such physician's patient and identifies the patient's debilitating medical condition. (K.S.A. 21-5706)
- (d) In addition to or in lieu of any other sentence authorized by ordinance, whenever a person is convicted of having committed unlawful possession of marijuana or tetrahydrocannabinols under this section, while under twenty-one (21) years of age, the court shall order such person to submit to and complete an alcohol and drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not to exceed the fee established by that statute for such evaluation. If the court finds that the person is indigent, the fee may be waived.
- (e) Amendments. Section 10.5 of the Uniform Public Offense Code is hereby amended to read as follows:
- Sec. 10.5. Unlawful Discharge of a Firearm.**
- (a) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of any city.
 - (b) This section shall not apply to the discharge of any firearm within or into the corporate limits of any city if:
 - (1) The firearm is discharged in the lawful defense of one's person, another person or one's property;

- (2) The firearm is discharged at a private or public shooting range;
- (3) The firearm is discharged to lawfully take wildlife unless prohibited by the department of wildlife, parks and tourism or the governing body of the city;
- (4) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
- (5) The firearm is discharged by special permit of the chief of police or by the sheriff when the city has no police department;
- (6) The firearm is discharged using blanks;
- (7) The firearm is discharged in lawful self-defense or defense of another person against an animal attack (K.S.A. 21-6308a);
- (8) The firearm is discharged by a legitimate gunsmith in pursuit of his or her trade;
- (9) The firearm is discharged by the Executive Director of the Salina Airport Authority, or his designee, on Airport property for wildlife hazard reduction purposes pursuant to the Salina Municipal Airport Rules and Regulations.

Unlawful discharge of firearms is a Class B violation.

- (f) *Amendments.* Section 10.6 of the Uniform Public Offense Code is hereby amended to read as follows:

Sec. 10.6. Air Gun, Air Rifle, Bow and Arrow, Slingshot, BB Gun or Paintball Gun. The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except:

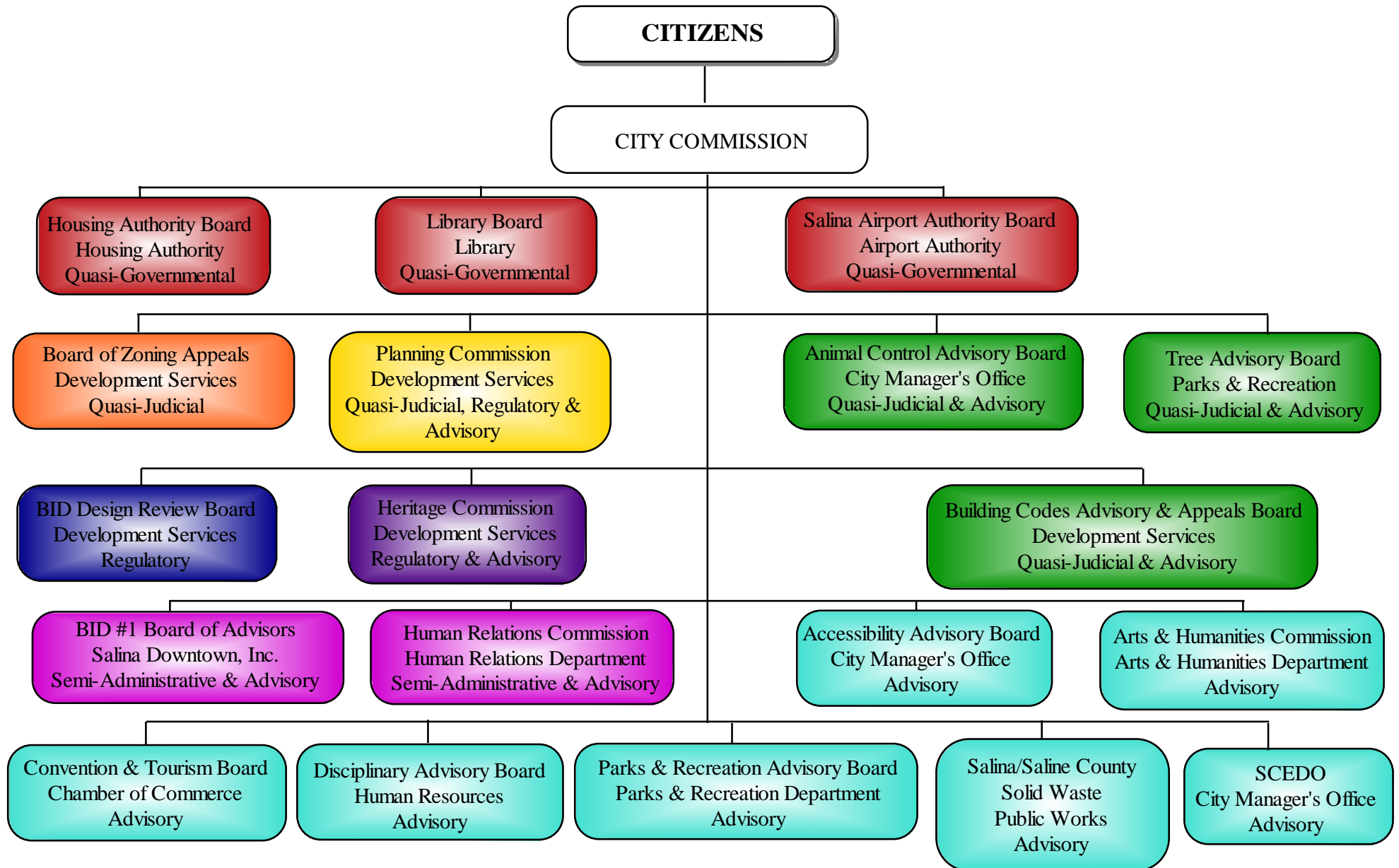
- (a) Within the confines of a building or other structure from which the projectiles cannot escape; or
- (b) Instructional programs relating to shooting, discharging, or operating an air gun, air rifle, paintball gun, BB gun, bow and arrow, or slingshot, administered under the supervision of either (1) the city, by permit, upon city park property or (2) an accredited educational institution upon appropriately zoned property owned by the educational institution.

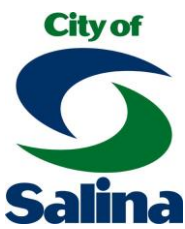
Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

(Ord. No. 17-10899, § 1, 10-9-17; Ord. No. 18-10974, § 1, 10-1-18; Ord. No. 19-11019, § 1, 10-28-19; Ord. No. 20-11039, § 1, 10-5-20; Ord. No. 21-11088, § 1, 11-15-21)

Editor's note— Ord. No. 17-10899, § 2, adopted October 9, 2017, amended the Code by repealing former § 25-1, and § 1 added a new § 25-1. Former § 25-1 pertained to definitions and derived from Ord. No. 91-9475, adopted November 18, 1991; and Ord. No. 93-9600, adopted October 11, 1993.

Advisory Boards and Commissions





RECEIPT OF CITIZEN VOLUNTEER BOARD DOCUMENTS

Citizen volunteer boards, commissions, and committees play a critical role in a democratic local government. As such, it crucial that board members understand their roles and responsibilities. There are several documents that provide guidelines for the operation of City boards and commissions. In an effort to ensure that board members have received and reviewed these documents, this form must be signed and submitted to your respective board administrator/liaison by September 1st of every year or within thirty days of the City Commission meeting where your appointment was confirmed.

I, as noted by my signature below, hereby acknowledge that:

- I have received a copy of Resolution Number 17-7469, the Citizen Volunteer Boards and Commissions Policy of the City of Salina and understand the information outlined in the policy.
- I have received a copy of Resolution Number 17-7463, the Ethics Policy of the City of Salina and understand the information outlined in the policy.
- I have received a copy of *A Citizen's Guide to Open Government* and understand the information outlined in the document.
- I understand my responsibility as a member of a Citizen Volunteer Board and commit to following all guidelines and requirements outlined in the Citizen Volunteer Boards and Commission Policy, Ethics Policy, and the Kansas Open Meetings Act.
- I have subscribed to the e-mail notification list via the City of Salina website for the board or commission to which I have been appointed so that I may receive correspondence relating to scheduled meetings and access to documents for my review prior to those meetings.

Failure to sign and return this document to your board administrator/liaison will result in an inability to participate in meetings of the board or commission.

Board Member Name (type or print)

Department

Board Member Signature

Date

Board Administrator/Liaison Signature

Date

RESOLUTION NUMBER 17-7469

A RESOLUTION AMENDING SECTION 3.B. AND ADDING SECTION 3.F. OF RESOLUTION NUMBER 16-7316 REGARDING THE PROVISION OF TRAINING REGARDING THE ETHICS POLICY OF THE CITY OF SALINA; OTHERWISE RESTATING RESOLUTION NUMBER 16-7316 REGARDING VOLUNTEER CITIZEN BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF SALINA; AND REPEALING RESOLUTION NUMBER 16-7316.

WHEREAS, volunteer citizen boards serve an important role in democratic local governments and provide an excellent mechanism for eliciting constructive citizen input and using the talents of individual citizens; and

WHEREAS, the City of Salina uses numerous citizen boards and commissions to assist in the provision of services to its citizens; and

WHEREAS, the City Commission has determined it is advisable to adopt a more formal policy and procedural guide for appointments to, and administration of, an effective board and committee system; **SO NOW, THEREFORE**

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

Section 1. Adoption of Policy. The policies and procedures outlined hereafter shall generally govern the appointment and administration of the citizen boards system, unless otherwise waived by the governing body.

Section 2. Appointment procedure. It shall be the policy of the governing body to follow the steps outlined hereafter regarding citizen boards, committees and commissions:

- A. **Solicitation of interest.** Names of persons willing to serve the City in the capacity of volunteer board, committee or commission member will be obtained by both formal and informal advertising designed to reach as many citizens as possible. Each individual will complete an Expression of Interest Form and submit it to the city clerk. Those presently serving on a board or commission interested in reappointment shall also be asked to submit an Expression of Interest Form. The Expression of Interest form shall remain on file for two years.
- B. **Record of interested persons.** The City Clerk's Office will maintain a record of all city boards and commissions and will notify the Mayor of any vacancies as they occur. The Clerk's Office will solicit volunteers for appointment when needed. Vacancies occurring at other than the normal expiration date of a term (for example, a resignation for reasons of health) will be filled, whenever possible, by considering those individuals who have Expression of Interest Forms on file.
- C. **Manner and time of appointment.** It will be the responsibility of the City Clerk's Office to distribute copies of completed Expression of Interest Forms to the governing body so that they may offer written suggestions to the Mayor on appointments. Commissioners shall also be notified if any of the applicants are currently members of the board or committee and, if so, are eligible for

reappointment. All appointments will be made by Resolution submitted by the Mayor to the full City Commission for final approval at the times indicated:

- 1) The members for all of the citizen boards and commissions will be appointed in August of appropriate years, with an effective date of appointment of September 1 of that year, except for the following:
 - a). The members of the Salina Airport Authority will be appointed in February with an effective date of March 1.
 - b). The members of the Library Board will be appointed in February with an effective date of April 1 of that year.
 - c). The members of the Saline County Community Corrections Advisory Board shall be appointed in July with an effective date of August 1 of that year.
- D. Terms of appointment. An appointee may serve no more than two full consecutive terms on the same board or commission. Members who are serving terms beyond this limit at the time of adoption of this policy shall serve only until the end of their current term. One year shall pass before consideration of reappointment to the same board or commission will be given, unless otherwise specified.
- E. Dual appointment: An appointee may only serve on one City board at any given time.

Section 3. Guidelines for operations. It shall be the policy of the City Commission to follow the guidelines outlined hereafter regarding the operation of citizen boards, committees and commissions:

- A. Participation. Members of citizen boards and commissions are expected to attend meetings on a regular basis. Board attendance records will be monitored by the staff liaison. Whenever a board member misses three (3) consecutive meetings or his or her attendance falls below 66% in a twelve-month period, the board's staff liaison will so notify the Mayor. The Mayor will formally request, by letter, clarification from the identified board member of the reason for lack of attendance. If no attendance improvement plan can be agreed upon by the Mayor and member or if the member's attendance record falls below 50%, the member may be dismissed by the Mayor for lack of attendance. At the Mayor's discretion, a member of a board may be dismissed due to a substantial interest or conviction of certain crimes such as, but not limited to, felonies or crimes of moral turpitude.
- B. Orientation. All new board and commission members shall complete orientation training within ninety (90) days of their board appointment. City staff is directed to provide the required orientation training and related materials for all new board and commission members. This orientation training shall include, but not be limited to: the enabling legislation for that board or commission, a historical perspective on the work of that board, a review of the Ethics Policy of the City of Salina (originally adopted by Resolution No. 17-7463) and any other material appropriate to the conduct of that board's duties. The City Clerk's Office will provide all committee members with orientation material applicable to service on all City boards and

commissions.

- C. Compensation. Citizen board, committee and commission members will receive no compensation for service.
- D. Annual Report. With the assistance of their staff liaison, each citizen board and committee shall submit a brief "annual report" to the City Clerk's Office no later than February 15 of each year, indicating accomplishments in the prior year, goals, needs and concerns. Such a report is intended to establish a formal line of communication between the boards and the governing body.
- E. Rules of Procedures. All boards must follow "The Rules and Procedure for Conducting Boards and Commissions" dated January 23, 2012, as incorporated as part of this resolution.
- F. Annual Training. For those boards and commissions that meet on a regularly scheduled basis, City staff shall provide annual training regarding the Ethics Policy of the City of Salina. The city manager shall ensure that all department heads and board liaisons are also adequately training regarding the Ethics Policy of the City of Salina.

Section 4. Relationships of citizen boards, City Commission and City staff.

- A. Role definition. During orientation training, definition of the relationships among citizen boards, the governing body and City staff shall be discussed as they are established by the enabling ordinance or resolution or by other statements of policy.
- B. Ad hoc committees. The governing body or a citizen board may establish ad hoc citizen committees as needed to review City programs, to provide citizen input and recommendations on City projects and to assist in program review. All ad hoc committees are subject to the same open meeting and records requirements, this policy, and rules and procedures as established by the governing body.
- C. Staff responsibilities. Citizen boards are not given authority by the governing body to direct the work of City staff. City staff is provided to a board or commission as a resource for necessary information. However, staff will always endeavor to work closely with boards to enable them to carry out, as efficiently as possible, their responsibilities in the City government. It is recognized that some City-appointed boards, e.g., Library Board, have their own appointed professional staff. Nothing herein is intended to change the employer-employee relationship established by law in these cases.
- D. Governing Body Liaisons: The Mayor may appoint a member of the governing body to serve as a liaison and attend and observe meetings on behalf of the governing body for certain boards. When a member of the governing body is appointed as a liaison, he or she serves as a means of communication between the City Commission and the board and does not have rights as a regular member of the board.

- E. Governing Body Representatives: The Mayor may appoint himself or herself or another member of the governing body to serve a member of other boards and committees (i.e. Building Authority, Board of Health, North Central Regional Planning Commission, and Chamber of Commerce Board of Directors). Typically the governing body representative shall have the same rights as other members of the board as set out by the board or committee's bylaws or rules of procedure.

Section 5. Youth Liaisons: In an effort to encourage more youth involvement in local government and increase diversity and representation of the community, each board, with the exception of the Disciplinary Advisory Board, may allow at least two youth members to be appointed. Appointments of youth board members shall be as follows:

- A. Eligibility: Any individual between the ages of 15 through 20 attending a secondary or post secondary school may submit an Expression of Interest form for consideration of appointment.
- B. Appointment Procedure: The appointment of youth members shall follow the same procedure as outlined in Section 2, Sub-Sections A through C of this resolution.
- C. Terms: The term for a youth member shall be one year. A youth member shall be eligible for reappointment; however, no youth member shall serve more **than four (4)** consecutive full terms.
- D. Orientation: When appointed, youth members shall attend a Youth Board Orientation, as well as the regular Board Orientation, to discuss the responsibilities and expectations of a board member. The youth board member will also select a member on the board to which he or she has been appointed, City of Salina Director of Human Relations, or the City of Salina Human Relations Department Outreach Specialist as a mentor.
- E. Responsibilities: Youth members shall have the same responsibilities as all other members of the board, except each youth member shall have "non-binding" voting rights. The meeting minutes shall reflect each youth member's vote and that it is non-binding.

Section 6. Procedural Guidelines. Each citizen committee may adopt additional procedural guidelines, provided that prior to their enactment the additional procedural guidelines:

- A. Are determined to be consistent with this policy, other rules or City ordinances as established by the governing body, and applicable state or federal laws;
- B. Are reviewed and approved by the city attorney to ensure compliance with Section 3E of this resolution.
- C. Are filed with the city clerk.

Section 7. That the existing Resolution Number 12-6875 is hereby repealed.

Section 8. This Resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 14th day of August, 2017.

[SEAL]
ATTEST:

Shandi Wicks
Shandi Wicks, CMC, City Clerk

Kaye J. Crawford
Kaye J. Crawford, Mayor

THE RULES OF PROCEDURE FOR CONDUCTING REGULAR MEETINGS FOR CITY OF SALINA CITIZEN BOARDS AND COMMISSIONS.

Introduction. City Citizen Boards/Commissions. Citizen boards and commissions shall include any board, commission, and/or committee established by the governing body of Salina, Kansas (referred to herein as a “Board” or collectively as the “Boards”). The Boards shall be governed by these rules of procedures for conducting regular and special meetings, unless otherwise determined by applicable law. These rules of procedure are organized and numbered to correspond with the City Commission Rules and Procedures.

Rule No. 1. Regular Meetings, Quorum: The Board shall hold regular meetings as required by applicable law or as self-determined by the Board. Special meetings shall be called by the presiding officer with the consent of any two members of the Board provided that each member receives notice of the meeting. If a regular meeting date falls on a holiday, the meeting shall either be held on the next regularly scheduled meeting date or be rescheduled for an alternative date by a majority vote of the Board. A majority of the members appointed shall constitute a quorum.

Board meetings shall be conducted in a courteous, expeditious and business-like atmosphere.

Rule No. 2. Agenda: An agenda for each regular and special meeting shall be prepared by the staff liaison in accordance to the following order of business:

- Call to Order/Roll Call
- Approval of Minutes
- New Business
- Unfinished or Other Business
- Adjournment

Agendas shall state the date, time and meeting location and shall be forwarded to the City Clerk’s Office for safekeeping in accordance to the City of Salina Records Management policy.

Rule No. 3. Member Agenda Items, Date: The Board may take action only upon those items included on the agenda of a regular or special meeting; provided, however, during the “Other Business” segment of any regular meeting, the Board may add (a) an item to its current agenda by 2/3 consent of all members present or (b) an executive session by a simple majority vote of all members present. The Board may schedule certain topics for consideration for future agendas of a regular or special meeting by majority vote of the members present. Discussion relating to these scheduling matters shall be limited to whether the topic is to be scheduled and, if so, when. Discussion shall not extend to a debate of the merits of the matter.

Rule No. 4. Public Participation: The public may participate in discussion of matters before the Board. However, members of the public may participate only when recognized by the presiding officer, may discuss only items germane to the matter at issue, and may be subject to any time limits established by the presiding officer for the efficiency of the meeting. No member of the public may be recognized to speak while the Board is debating an item among themselves.

Rule No. 5. Public Hearings: Public hearings shall be conducted in the manner required by applicable law. The presiding officer may establish time periods for discussion at public meetings. The presiding officer may determine the order in which citizens may speak. The minutes shall show by name and address persons speaking for and against propositions. Citizens whose position cannot be determined will be mentioned in the minutes as speaking “with interest”.

Rule No. 6. Minutes: The recording officer for the Boards shall be the staff liaison or the staff liaison’s designee. The minutes of each meeting shall be prepared by the staff liaison, under the

supervision of the presiding officer and shall be reduced to typewritten form. The minutes shall record the official actions of the Board: identify Board members making or seconding motions, and the results of any votes. If directed by the motion maker, the minutes shall include the reason for motion.

The unapproved minutes shall be delivered to the Board prior to the next regular meeting. At the meeting, approval of the minutes of the previous regular and special Board meeting, if any, shall be considered by the Board. After approval of the minutes, the presiding officer for that meeting shall sign the minutes and the staff liaison shall attest thereto. Any Board member may request at the meeting, through the presiding officer, the privilege of having a statement on any matter under consideration by the Board or the reason for any action entered into the minutes. Unless the Board by vote of the members present objections thereto, such statement shall be entered into the minutes.

Upon approval of the minutes, minutes must be submitted to the City Clerk's office for safekeeping in accordance to the City of Salina Records Management Policy.

Rule No. 7. Presiding Officer: The Board shall elect a Chair and Vice-Chair at the first regular meeting after the Mayor has appointed members to that Board during the annual fall or spring appointments. In the absence of the Chair, the Vice-Chair shall be the presiding officer. In the absence of the Vice-Chair, the Board shall select from one of its members a presiding officer for that meeting. If the Chair or the Vice-Chair, as the case may be, should appear, the Chair or the Vice-Chair shall assume the chair after conclusion of the item then under debate.

Rule No. 8. Duties of the Presiding Officer: The presiding officer shall be responsible for the conduct of all board meetings. The presiding officer shall have authority to recognize the board members and members of the public to speak and to decide all questions of parliamentary procedure and order of business. All rulings of the presiding officer shall be considered valid unless overruled by a majority vote of the members present as explained in Rule No. 9.

Rule No. 9. Appeals of Rulings by Presiding Officer: Any board member may appeal to the Board from a ruling of the presiding officer. The appeal shall be sustained if seconded and approved by a majority of the members present. Prior to any action taken on the appeal, the presiding officer shall consult with the staff liaison for an advisory interpretation.

Rule No. 10. Rights of Presiding Officer: The presiding officer may make motions, second motions or debate any questions, and have the full responsibilities and rights of a member of the Board. When these rules refer to the Board or board members, they shall also include the presiding officer. The presiding officer may set aside items on the agenda for later consideration during the meeting.

Rule No. 11. Debate, Motion and Second Required, Exception: Following any discussion necessary to formulate a motion on any item on the agenda requiring formal action, a motion shall be made by a board member which shall specify the action to be taken. All motions, except a motion to withdraw a motion, shall require a second prior to the debate. If a motion or a second is not made, the matter shall die for lack of a motion. All motions of the Board shall be debatable except the motion to adjourn, to lay on the table, and the previous question. The author of the motion may withdraw the motion anytime prior to the vote.

Rule No. 12. Motion and Order During Debate: When any question is under debate, no motion shall be received but the following, which shall have precedence in the order listed: (1) to adjourn (2) to lay on the table, (3) for previous question, (4) to postpone to a certain day, (5) to amend and (6) to postpone indefinitely. The presiding officer may call recesses but said recesses shall not affect the status of pending motions or actions.

Rule No. 13. Motion to Adjourn: The effect of the motion to adjourn is to conclude the meeting. Unless a specific time is established, the board meeting is adjourned to the next regular meeting day at which time the items on the uncompleted agenda shall be the first order of business. This motion is always in order except when a board member is speaking, must be seconded, and must be voted upon without debate.

Rule No. 14. Motion to “Lay on the Table”: The motion to “lay on the table” delays consideration of an item until later in the same meeting and the time of reconsideration must be specified in the motion. The motion to “lay on table” must be seconded, cannot be debated, and must be voted upon immediately.

Rule No. 15. Previous Question: The previous question shall put in these words, “call the question.” Its effect is to put an end to all debate and bring the Board to immediate vote upon the motion; it must be seconded, may not be debated, and must be adopted by a 2/3 vote of the members present.

Rule No. 16. Motion to Postpone to a Certain Day, to Postpone Indefinitely: The effect of both motions to postpone is to remove the item under consideration from the current agenda. The motion to postpone to a certain day must establish the board meeting, either regular or special, at which the item is to be reconsidered. The effect of the motion to postpone indefinitely is to end consideration.

Rule No. 17. Amendments: A main motion may be amended by a motion and second. Amendments may be further amended by motion and second.

Rule No. 18. Order of Voting on Main Motion, and Amendments: All amendments shall be voted upon in the inverse order in which they are presented, the last amendment being voted on first. Amendments, if adopted by the Board, shall remain part of the main motion. When the main motion is voted upon, it shall include all amendments previously adopted.

Rule No. 19. Motion – Withdrawal, Procedure: Any board member may withdraw either the motion or second to a motion at any time prior to voting. If the maker of the motion withdraws the motion, the entire motion dies. If the seconder withdraws, the motion may be seconded by another board member and continued.

Rule No. 20. Reconsideration of Questions: When a vote has been taken, it shall be in order for any board member voting with the prevailing side to move a reconsideration thereof at the same or next regular meeting, but no question shall a second time be reconsidered at the same or next regular meeting. Beyond the next regular meeting, reconsideration of an item shall be governed by Rule No. 3.

A motion for reconsideration must be seconded; however, the seconding can be done by any board member, regardless of how the seconding board member voted on the motion to be reconsidered. Approval of a motion for reconsideration requires only a majority vote, regardless of the vote necessary to adopt the motion to be reconsidered. The effect of the adoption of the motion to reconsider is to immediately place before the Board again the question on which the vote is to be reconsidered in the exact position it occupied the moment before it was voted on originally.

Rule No. 21. Ordinance, Adoption: Not applicable.

Rule No. 22. Voting, Order, Roll Call Vote Required, Silence: For all roll call votes, all board members shall vote in alphabetical order by their last names, with the presiding officer voting last. At the discretion of the presiding officer, the vote may be either by voice or roll call. When required by law or requested by any board member the vote shall be by roll call. When directed by the presiding officer, the staff liaison shall call the roll.

A majority vote of those present shall prevail and the presiding officer shall announce the results of any vote.

When a question is put by the presiding officer, every board member present shall vote unless a member chooses to abstain from voting. On voice votes, silence by a member shall be counted as a vote in the affirmative. On roll call votes, when a member fails to vote upon any proposition, the vote shall be counted in the negative.

If a board member steps down from the debate of an agenda item and abstains from voting on the item, the abstaining member remains “present” for purposes of sustaining a quorum.

Rule No. 23. Appearance of Conflict of Interest, Substantial Interest, Abstention:

Appearance of Conflict of Interest. A board member who believes he or she would present the appearance of a conflict of interest and for that reason chooses not to participate in the debate or the vote on an item on the agenda, shall so state immediately following the introduction of the agenda item, shall step down until the board consideration of the agenda item has been completed, and shall abstain from voting on any motions relating to the agenda item.

Substantial Interest – Contract. A board member who has a “substantial interest” in a business, as defined by Kansas law, shall not participate in the making of a contract with that business, shall so state immediately following the introduction of the agenda item, shall step down until the debate of the agenda item has been completed, and shall abstain from voting on any motions relating to the agenda item.

Substantial Interest – Other than Contract. Other than in the case of contracts as addressed above, a board member who has a “substantial interest” in a business, as defined by Kansas law, shall not act upon any agenda item which will affect the business without disclosing the substantial interest in accordance with Kansas law, or, if the board member chooses, shall so state immediately following the introduction of the agenda item, shall step down until the debate of the agenda item has been completed, and shall abstain from voting on any motions relating to the agenda item.

Appearance of Conflict or Substantial Interest – Another Board Member. If a board member believes that another board member has a substantial interest in a business or presents the appearance of a conflict of interest in relation to a scheduled agenda item, that board member is encouraged to advise the liaison prior to the meeting in order that the concern may be called to the attention of the affected board member. The matter of one board member’s belief that another board member has a substantial interest in a business or presents the appearance of a conflict of interest in relation to a scheduled agenda item shall be presumed to be an appropriate subject for an executive session for the purpose of consulting with the city attorney regarding the alleged substantial interest or appearance of a conflict of interest.

Rule No. 24. Roberts Rules of Order Adopted, Parliamentary: Board meetings shall be conducted in accordance with the latest revised edition of Roberts Rules of Order except where said Roberts Rules of Order are in conflict with these Rules, in which case these Rules shall prevail. The staff liaison shall be Parliamentary and give advice to the Board on all parliamentary questions. In the absence of the staff liaison, the presiding officer shall serve as Parliamentary. Failure to comply with Roberts Rules of Order or these Rules shall not invalidate any action. The City Clerk shall reproduce these Rules in pamphlet form and distribute one copy to each board member, the liaison, the City Manager and City Attorney.

Rule 25. Legal Documents: Not applicable.

Rule 26. Rules - Amendment: These rules may be amended by resolution of the Governing Body.

RESOLUTION NUMBER 17-7463

A RESOLUTION ADOPTING THE ETHICS POLICY OF THE CITY OF SALINA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SALINA, KANSAS:

Section 1. Policy. The governing body of the City of Salina acknowledges the importance of sustaining the public's confidence in the integrity of its local government through independent, fair, and impartial local governance and administration. Neither public office nor public employment can be used for personal gain. The policy of the City of Salina shall be to promote and assure ethical conduct by its elected and appointed officers and its employees.

Section 2. Application and Purpose.

- (a) This policy applies to members of the City's governing body; appointed members of the City's commissions, authorities, boards, and committees (collectively "board members"); and the City's employees. As used in this policy, the persons to which this policy applies are referred to as "city officers and employees."
- (b) As actively involved participants in the Salina community, city officers and employees must be watchful for ethical considerations, including conflicts of interest, that may arise in relation to the performance of their respective duties. This policy is intended to guide city officers and employees in the avoidance of unethical conduct and to preserve the ethical integrity of the decision-making processes inherent in local government. This policy is not intended to modify the statutory or common law standards under Kansas conflict of interest law. The analysis of (a) whether a city officer or employee has a conflict of interest and (b) whether the conflict of interest disqualifies a city officer or employee from performing a duty begins with application of the Kansas conflict of interest act (the "Act")¹ to determine whether the matter affects any "business"² in which the city officer or employee has a "substantial interest"³. Where those statutes are inapplicable, the determination of whether a matter presents a disqualifying conflict of interest must be based upon application of "common law" principles.⁴

Section 3. Definitions. For purposes of this policy, the following words and phrases shall mean:

- (a) "Business" means any corporation, association, partnership, proprietorship, trust, joint venture, and every other business interest, including ownership or use of land for income.⁵
- (b) "Common law" means, in general, a body of law that develops and derives through judicial decisions, as distinguished from legislative enactments.⁶
- (c) "Compensation" means any money, thing of value or economic benefit conferred on, or received by, any person in return for services rendered, or to be rendered, by that person or another, but shall not mean nor include reimbursement of reasonable expenses if the

reimbursement does not exceed the amount actually expended for the expenses and it is substantiated by an itemization of expenses.⁷

- (d) "Contracts" means agreements including but not limited to sales and conveyances of real and personal property and agreements for the performance of services.⁸
- (e) "Disqualify" or "disqualifying" means of a nature under the specific facts of the matter to render a city officer or employee ineligible or unfit by reason of interest or holding a fixed preconceived opinion⁹ from participating in the performance of what would otherwise be his or her duty in relation to the matter.
- (f) "*Ex parte*" means on one side only; by or for one party; done for, in behalf of, or on the application of, one party only.¹⁰
- (g) "Pecuniary" means consisting of money or that which can be measured in money.¹¹
- (h) "Preceding calendar year" has its usual meaning, except that in the case of candidates and individuals newly appointed to office or employment, it means the 12 months immediately preceding a required filing date (referring to a statement of substantial interest).¹²
- (i) "Substantial Interest"¹³ means any of the following:
 - (1) If an individual or an individual's spouse, either individually or collectively, has owned within the preceding 12 months a legal or equitable interest exceeding \$5,000 or 5% of any business, whichever is less, the individual has a substantial interest in that business.
 - (2) If an individual or an individual's spouse, either individually or collectively, has received during the preceding calendar year compensation which is or will be required to be included as taxable income on federal income tax returns of the individual and spouse in an aggregate amount of \$2,000 from any business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.
 - (3) If an individual or an individual's spouse, either individually or collectively, has received in the preceding 12 months, without reasonable and valuable consideration, goods or services having an aggregate value of \$500 or more from a business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.
 - (4) If an individual or an individual's spouse holds the position of officer, director, associate, partner or proprietor of any business, other than an organization exempt from federal taxation of corporations under section 501(c)(3), (4), (6), (7), (8), (10), (19) of chapter 26 of the United States code, the individual has a substantial interest in that business, irrespective of the amount of compensation received by the individual or individual's spouse.
 - (5) If an individual or individual's spouse receives compensation which is a portion or percentage of each separate fee or commission paid to a business or combination of businesses, the individual has a substantial interest in any client or customer who pays

fees or commissions to the business or combination of businesses from which fees or commissions the individual or the individual's spouse, either individually or collectively, received an aggregate of \$2,000 or more in the preceding calendar year.

As used in this definition, "client or customer" means a business or combination of businesses.

- (j) "Quasi-judicial" means the action, discretion, etc., of public administrative officers or bodies, who are required to investigate facts, or ascertain the existence of facts, hold hearings, weigh evidence, and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature.¹⁴
- (k) "Quasi-judicial proceeding" means a proceeding that affects specific identified persons or properties and involves the application of established standards to individual facts to determine specific rights or to take specific actions under existing law.

Section 4. General Ethical Principles. City officers and employees shall abide by the following general ethical principles:

- (a) Place the public trust and interests of the City first and never intentionally act outside the scope of authority prescribed by one's official duties;
- (b) Exercise fair, honest, and unbiased judgment in one's role as a decision maker and advisor;
- (c) Do not knowingly misrepresent or withhold facts or information for the purpose of achieving a desired outcome;
- (d) Do not seek, accept, or offer any gifts or favors of significant value which are either intended by the source or have the effect upon the recipient of influencing the objectivity of an advisor or decision-maker;
- (e) Do not disclose or use information received in the course of performing one's duties that is to be maintained in confidence (1) by rule, regulation, or directive in the case of an employee, (2) by the intent of the governing body in the case of a governing body member, or (3) by the intent of the applicable board in the case of a member of a board; subject to any legal requirements of the Kansas open records act; and
- (f) Treat all persons with courtesy and respect at all times.

Section 5. Substantial Interest.

- (a) Background and applicable law.

- (1) Limitations upon participation. The Act prohibits a city officer or employee from (a) participating in the making of any contract on behalf of the City with any business in which the city officer or employee has a substantial interest¹⁵ (with limited exceptions

described below) or (b) taking any other action relating to the business without first disclosing his or her substantial interest.¹⁶

- (2) Disclosure of substantial interests. The Act requires governing body members to file and annually update a statement of substantial interests in the office of the county election officer.¹⁷ Any other city officer or employee who is not required to file a disclosure of substantial interests must, before acting upon any matter which will affect any business in which he or she has a substantial interest, file a written report of the nature of the interest with the county election officer.¹⁸
- (3) Contracts. As prohibited by K.S.A. 75-4304, no city officer or employee shall, in the capacity of a city officer or employee, make or participate in the making of a contract with any person or business by which he or she is employed or in whose business he or she has a substantial interest. A city officer or employee does not make or participate in the making of a contract if the member abstains from any action relating to the contract.¹⁹ The prohibition against a city officer or employee making or participating in the making of a contract shall not apply to (1) contracts let after competitive bidding has been advertised for by published notice; and (2) contracts for property or services for which the price or rate is fixed by law.²⁰
- (4) State law violations. Pursuant to K.S.A. 75-4306, violation of K.S.A. 75-4304 (contracts) or 75-4305 (matters other than contract) or failure to make any disclosure of substantial interests required by K.S.A. 75-4302a is a class B misdemeanor. The Kansas governmental ethics commission does not assume an enforcement role in relation to alleged violations of the Act by a city officer or employee. Violation of the Act by a city officer or employee is subject to prosecution by the Saline county attorney.

(b) Local Policy.

- (1) Compliance with the Act. All city officers and employees shall comply with the Act in all respects.
- (2) Matters other than contract. When a city officer's or employee's substantial interest in a business has been disclosed by written report filed with the county election office, the city officer or employee may either participate in a matter involving the business or abstain from any action relating to the matter.
- (3) Matters of contract. No city officer or employee shall, in the capacity of a city officer or employee, make or participate in the making of a contract with any person or business by which he or she is employed or in whose business he or she has a substantial interest, except in the limited circumstances when allowed under the Act for (1) contracts let after competitive bidding has been advertised for by published notice; and (2) contracts for property or services for which the price or rate is fixed by law.
- (4) Undisclosed substantial interest. A city officer or employee shall abstain from any action relating to a matter which will affect any business in which the member has a substantial interest that the member has not disclosed by written report filed with the county election officer.

Section 6. Common-Law Conflict of Interest.

- (a) Background and applicable law. If a conflict of interest question cannot be resolved by applying the "substantial interest" test, Kansas case law recognizes the application of common-law principles in determining if a city officer or employee has a conflict of interest and whether it disqualifies the city officer or employee from acting in relation to the matter.²¹ The Kansas Supreme Court has provided the general rule regarding common-law conflicts of interests:

We, of course recognize the common-law principle that a public officer owes an undivided duty to the public whom he serves and is not permitted to place himself in a position that will subject him to conflicting duties or cause him to act other than for the best interests of the public. If he acquires any interest adverse to those of the public, without a full disclosure it is a betrayal of his trust and a breach of confidence.-

The law, however, does not forbid the holding of an office and exercising powers thereunder because of a possibility of a future conflict of interest.²²

The Kansas Supreme Court further indicated in the *Anderson* decision:

The difficult problem which is often presented in conflict of interest cases is in determining whether or not the personal interest of the commissioner or board member is of a nature justifying disqualification to act. Usually this is a question to be determined under the peculiar facts and circumstances of the particular case presented to the court for determination.²³

When addressing the meaning of the phrase "personal interest" the Kansas Attorney General has referred to a New Jersey case in which the Court quoted a commentator who distilled varying conflict of interest circumstances into four types of situations that, depending upon the facts of the matter, could present a common-law conflict of interest.²⁴ Those included:

1. "Direct pecuniary interest" when an official votes on a matter benefitting the official's own property or affording a direct financial gain;
2. "Indirect pecuniary interest" when an official votes on a matter that financially benefits one closely tied to the official, such as an employer, or family member;
3. "Direct personal interest" when an official votes on a matter that benefits a blood relative or close friend in a non-financial way, but a matter of great importance;
4. "Indirect personal interest" when an official votes on a matter in which an individual's judgment may be affected because of membership in some organization and a desire to help that organization further its policies.²⁵

The common law recognizes that a common-law conflict of interest does not arise from a remote or speculative interest, or the mere possibility of a future conflict of interest.²⁶

Factors warranting consideration include whether the matter is legislative (therefore of more general application) or quasi-judicial (therefore affecting specific persons or property).

Attachment "A" to this policy summarizes all Kansas appellate court decision and attorney general opinions indicating what does or does not constitute a common-law conflict of interest.

- (b) Local policy. A city officer or employee shall disclose and abstain from any action relating to a matter which presents him or her with a common-law conflict of interest.

Section 7. Appearance of bias. If a governing body member or board member has neither a substantial interest nor a common-law conflict of interest in a matter, but believes he or she has an interest relating to the matter that could present to the general public the appearance of bias, the member may, in his or her sole discretion, abstain from taking action in relation to the matter.

Section 8. Available legal resources. The following legal resources are available to the City to assist in the administration and enforcement of this policy:

- (1) City's legal counsel. The client of the City's legal counsel is the City as an organization in the form of a Kansas municipal corporation as it acts primarily through the governing body and secondarily through the governing body's authorized representatives.
- (2) Special ethics counsel. Special ethics counsel refers to legal counsel engaged by the City to provide legal counsel specifically relating to administration and enforcement of this policy at the discretion of the governing body and the city manager and particularly when the ethical matter requiring legal counsel presents potential conflicts of interest in relation to the representation of the City as an organization by the City's legal counsel.
- (3) Kansas governmental ethics commission. The Kansas governmental ethics commission is required to issue an advisory opinion on the interpretation or application of the Act upon receipt of a written request by a city officer or employee or by any person who has filed as a candidate for local office.²⁷ Any person who requests and receives a written advisory opinion and who acts in accordance with its provisions shall be presumed to comply with the Act.²⁸ Individuals requesting an advisory opinion must write to the ethics commission listing all relevant facts and circumstances surrounding the request, and all advisory opinions are available to the public. The ethics commission may also answer questions on an informal basis regarding the interpretation or application of the Act. The ethics commission will not issue advisory opinions or provide guidance regarding common-law conflicts of interest.
- (4) Kansas attorney general. Upon request, the Kansas attorney general may furnish written opinions to the governing body of the City regarding whether the specific facts of a matter present a disqualifying common-law conflict of interest. By Kansas attorney general policy, requests must be submitted in writing by the governing body or the City's chief legal counsel. Requests may not be submitted by individual members of the governing body. The attorney general will not furnish opinions on issues threatened, pending or scheduled for determination by the courts, including appeals from orders issued by quasi-judicial bodies. Unlike the Kansas governmental ethics commission, which is required by law to furnish

opinions upon request, the attorney general is not required to furnish opinions, and each request will be evaluated based on, among other things, whether it presents a question of statewide interest.

Section 9. Identification of substantial interests or common-law conflicts of interest in anticipation of action.

- (a) Self-initiated disclosure and abstention. A city officer or employee shall be primarily responsible for disclosing what he or she believes to be the basis of a substantial interest or common-law conflict of interest and for abstaining when required from any action relating to the matter. If a governing body member or board member is unsure whether the specific facts of the matter present a substantial interest or common-law conflict of interest, he or she should consult with the applicable staff board liaison or the city manager. The staff board liaison shall inform the city manager. If necessary, the City's legal counsel or special ethics counsel will be consulted regarding the potential substantial interest or common law conflict of interest. The City's legal counsel or special ethics counsel will consult with the city officer or employee; any relevant city officers or employees; and, when applicable, the governing body, to determine the course of action to identify the relevant facts of the matter and to address the legal question of whether a substantial interest or common-law conflict of interest exists. That determination may include, but not be limited to, (1) whether the matter can be resolved based upon consultation with the City's legal counsel or special ethics counsel; (2) whether the city officer or employee will independently seek a Kansas governmental ethics commission advisory opinion regarding the potential substantial interest; (3) whether the governing body chooses to authorize a request for a Kansas governmental ethics commission advisory opinion regarding the potential substantial interest; or (4) whether the governing body chooses to request a written opinion of the Kansas attorney general regarding the potential common law conflict of interest.
- (b) Separate-party-initiated inquiry. If a city officer, city employee, or any other person believes that a city officer or employee has a substantial interest or common-law conflict of interest relating to a specific matter, and chooses to raise the question, he or she should do so by informing the applicable staff board liaison or the city manager. The staff board liaison shall inform the city manager. If necessary, the City's legal counsel or special ethics counsel will be consulted regarding the alleged substantial interest or common-law conflict of interest. The City's legal counsel or special ethics counsel will consult with the city officer or employee alleged to have the substantial interest or common-law conflict of interest; any relevant city officers or employees; and, when applicable, the governing body, to determine the course of action to identify the relevant facts of the matter and to address the legal question of whether a substantial interest or common-law conflict of interest exists, including but not limited to the same considerations and options outlined in subparagraph (a) above.
- (c) Governing-body member to governing-body member. If a governing-body member chooses to raise the question of whether another governing-body member has a substantial interest or a common-law conflict of interest, he or she should do so by first advising the governing body member thought to have the substantial interest or common-law conflict of interest. If that does not resolve the matter, the city manager should be informed for the purpose of arranging for consultation with special ethics counsel in executive session regarding the course of action to identify the relevant facts of the matter and to address the legal question of whether a

substantial interest or common-law conflict of interest exists, including but not limited to the same considerations and options outlined in subparagraph (a) above.

Section 10. Participation by disclosure of substantial interest or abstention due to substantial interest, common-law conflict of interest, or appearance of bias.

- (a) Participation by disclosure of substantial interest. Disclosure of a substantial interest as the basis for taking action in relation to a matter in which the city officer or employee has a substantial interest shall include making a statement immediately following the introduction of any public consideration of the matter identifying the substantial interest and confirming that written notice of the substantial interest is on file with the county election officer.
- (b) Abstention due to substantial interest, common-law conflict of interest, or appearance of bias. Abstaining from any action relating to a matter shall include:
 - (1) Disclosure of the basis for the abstention immediately following the introduction of any public consideration of the matter;
 - (2) Stepping down from the dais and leaving the meeting room during consideration of the matter;
 - (3) Refraining from any advocacy regarding the matter at any time; and
 - (4) Refraining from consultation with any of the interested parties, staff, or the media regarding the matter at any time.

Section 11. Due Process in Quasi-Judicial Proceedings.

When the focus of a City decision-making body shifts from the entire city to specifically identified persons or properties, the function of the body shifts from legislative to quasi-judicial. In quasi-judicial proceedings, the City must comply with procedural due process requirements.²⁹ Due process requires that the proceedings be fair, open, and impartial.³⁰ Denial of due process may occur based on a decision-maker's: (1) prejudgment of a matter; and (2) *ex parte* communications related to a matter.

The doctrine of prejudgment requires that decision-makers keep an open mind and continue to listen to all the evidence presented before making the final decision on a matter.³¹ If a decision-maker is shown to have an "irrevocably closed" mind, he or she will be deemed to have prejudged the matter.³² Prejudgment may be established by a decision-maker's written or oral statements to interested parties, or by a decision-maker's advocacy for or against the matter while it is under consideration by an advisory body.

However, a decision-maker will not be deemed to have prejudged a matter based solely on a pre-existing political view or general opinion on a particular issue. The Kansas Supreme Court has cited with approval a Missouri case where the Missouri court reasoned that:

Familiarity with the adjudicative facts of a particular case, even to the point of having reached a tentative conclusion prior to the hearing, does not necessarily disqualify an administrative decisionmaker, in the absence of a showing that the decisionmaker is not capable of judging a particular controversy fairly on the basis of its own circumstances.³³

With respect to *ex parte* communications, the Kansas Supreme Court has stated that due process requires that "the parties must be informed of the evidence submitted for consideration and must be provided an opportunity to respond and rebut the evidence."³⁴ If *ex parte* communications are present in the context of quasi-judicial proceedings, they may compromise the fairness and the openness of the proceedings by denying other interested parties the opportunity to hear, rebut, or respond to the evidence.

To provide guidance for consistent application of the due process requirements described above, the following policies shall be applied to identify and resolve potential issues resulting from prejudgment and *ex parte* communications.

Prejudgment.

City officers serving as quasi-judicial decision makers shall endeavor to keep an open mind and a willingness to listen to all the evidence presented before making a final decision on the matter. If a city officer determines that he or she is not able to keep an open mind or consider all the evidence before making a decision, the officer shall abstain from any action relating to the matter.

Ex parte communications.

During the pendency of any quasi-judicial proceeding, no city officer who is a member of an advisory or decision-making body shall participate with any person in *ex parte* oral or written communications relevant to the merits of the matter, unless:

- (1) The city officer places on the record the substance of any written or oral *ex parte* communications concerning matter; and
- (2) A public announcement of the content of the communication and of interested parties' rights to rebut or respond to the substance of the communication is made at each hearing where action is considered or taken on the subject to which the communication related.

This prohibition does not preclude a member of an advisory or decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and a member of the advisory or decision-making body if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

Oral or written communication between an assigned member of the city staff and a member of an advisory or decision-making body within the scope of the assigned staff member's advisory role does not constitute an *ex parte* communication.

If a city officer is unable or unwilling to comply with the above requirements, he or she shall abstain from any action relating to the matter.

Section 12. Preventative judicial remedies. At the discretion of the governing body, the City may pursue in the Saline County district court any injunctive, declaratory, or other judicial relief necessary to prevent the violation of this policy by a city officer or employee.

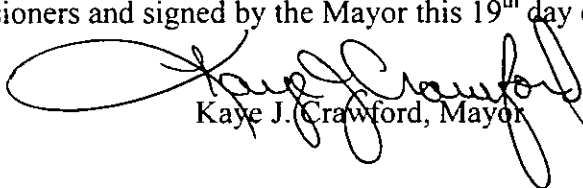
Section 13. City response to actions taken by conflicted employee or upon conflicted vote.

- (a) City employee. Upon discovery of an action taken by a city employee affected by an undisclosed substantial interest, a disqualifying substantial interest or a common-law conflict of interest, the city manager shall take the action he or she deems to best serve the public interest, with the approval of the governing body when applicable.
- (b) Appointed board member. Upon discovery of an action taken by any of the City's commissions, authorities, boards, or committees affected by a member's undisclosed substantial interest, a disqualifying substantial interest or a common-law conflict of interest, the acting body shall, after consulting with city staff and legal counsel, take the action it deems to best serve the public interest. The conflicted member who participated in the affected matter shall be disqualified from voting on the remedial action.
- (c) Governing body member. Upon discovery of an action taken by the governing body affected by a member's undisclosed substantial interest, a disqualifying substantial interest or a common-law conflict of interest, the governing body shall take the action it deems to best serve the public interest. The conflicted member who participated in the affected matter shall be disqualified from voting on the remedial action.

Section 14. Consequences of violation for city officer or employee. As described in Section 5.(a)(4) above, the Act imposes specific penalties upon the individual for its violation. Kansas common law does not impose specific penalties upon the individual for actions taken under a common-law conflict of interest. Aside from any consequences under state law, violation of this policy by a city employee may result in disciplinary action under the authority of the city manager. Violation by a board member may result in (a) private notice and warning, (b) private or public censure, or (c) removal from office; at the discretion of the governing body, based upon the nature of the violation. Violation by a member of the governing body will be addressed on a case-by-case basis at the discretion of the other members of the governing body, with the advice of special ethics counsel.

Section 15. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 19th day of June, 2017.



Kaye J. Crawford, Mayor

(SEAL)

ATTEST:



Shandi Wicks, CMC, City Clerk

ATTACHMENT "A" TO RESOLUTION NO. 17-7463

SUMMARY OF KANSAS CASES AND ATTORNEY GENERAL OPINIONS
ADDRESSING WHAT CONSTITUTES A COMMON-LAW CONFLICT OF INTEREST

Kansas appellate court decisions and attorney general opinions indicating what does or does not constitute a common-law conflict of interest are as follows:

Anderson v. City of Parsons, 209 Kan. 337 (1972): A property owner challenged the validity of various proceedings in the development of an urban renewal program in Parsons, Kansas, on the basis of an alleged conflict of interest arising from city commissioners' ownership of property within the general urban renewal area at the time they voted on various resolutions during the progress of the urban renewal program. The court discussed statutory and common-law conflict of interest rules and held that the commissioners would be prohibited from acting on specific urban renewal projects involving property they own, but they would not be prohibited from acting solely on the basis of property ownership within the general urban renewal area designated in the city.

City of Topeka v. Huntoon, 46 Kan. 634 (1891): The Court recognized the common-law rule that public officials are disqualified to vote on propositions in which they have a "direct pecuniary interest adverse" to the public body they represent. However, the court found no such conflict of interest where a city council member voted on the establishment of a sewer district which would include and exclude some of his property.

City of Concordia v. Hagaman, 1 Kan.App. 35 (1895): A city council member was hired by the city to revise, compile, and publish ordinances. The city later refused to pay for the services, on the ground that the contract was void due to the council member's conflict of interest. The court held that the contract was voidable at the option of the city, and stated as follows:

In the absence of a penal prohibitive statute, on grounds of public policy alone, an express contract entered into between the mayor and council of a city of the second class and one who is at the time a councilman of such city, for the performance of services for the city, will not be enforced. Such contract, while not absolutely void, may be avoided by the city, at will, so long as it remains executory.

Kan. Attv. Gen. Op. No. 85-141 (1985): The attorney general opined that common-law conflict of interest principles disqualify a city council member from making or voting on a motion to have the city pay for attorney fees incurred by that council member in a civil action against the city and the councilmember in his or her individual capacity.

Kan. Attv. Gen. Op. No. 01-56 (2001): The attorney general was asked to decide whether certain situations presented a conflict of interest in the context of credentialing or noncredentialing of health care personnel whose application for credentialing would be reviewed by a state technical committee. The attorney general recognized and recited the common-law conflict of interest principles stated in *Anderson*, but stated that a blanket opinion could not be furnished on the issue of whether a conflict of interest was present in the particular situations posed, because additional facts were needed and each situation must be evaluated based on its own circumstances.

ATTACHMENT "B" TO RESOLUTION NO. 17-7463

TABLE OF AUTHORITIES

Consolidated-Salina EPN111155

- ¹ K.S.A. 75-4301a, *et seq.*
- ² K.S.A. 75-4301a(b) (defining "business").
- ³ K.S.A. 75-4301a(a)(1-5) (defining "substantial interest").
- ⁴ *See Anderson v. City of Parsons*, 209 Kan. 337, 341, 496 P.2d 1333 (1972); *see also* Kan. Atty. Gen. Op. No. 85-141 (1985) (explaining that if a conflict of interest question does not fall under the scope of the Act, "[i]t is necessary to look to common law principles in resolving [the] question"); Kan. Atty. Gen. Op. No. 85-169 (1985) (same).
- ⁵ K.S.A. 75-4301a(b).
- ⁶ BLACK'S LAW DICTIONARY 276 (6th ed. 1990).
- ⁷ K.S.A. 75-4301a(i).
- ⁸ *Id.* at (g).
- ⁹ BLACK'S LAW DICTIONARY 472 (6th ed. 1990).
- ¹⁰ *Id.* at 576.
- ¹¹ *Id.* at 1131.
- ¹² K.S.A. 75-4301a(j).
- ¹³ *Id.* at (a).
- ¹⁴ BLACK'S LAW DICTIONARY 1245 (6th ed. 1990).
- ¹⁵ K.S.A. 75-4304.
- ¹⁶ K.S.A. 75-4305.
- ¹⁷ K.S.A. 75-4302.
- ¹⁸ K.S.A. 75-4305(a).
- ¹⁹ *Id.* at (b).
- ²⁰ K.S.A. 75-4304(d).
- ²¹ *Anderson*, 209 Kan. at 341.
- ²² *Id.* at 341-342 (citing *United States v. Carter*, 217 U.S. 286, 30 S.Ct. 515 (1910)).
- ²³ *Id.* at 342 (citing *Reilly v. Ozzard*, 33 N.J. 529, 166 A.2d 360 (1960)).
- ²⁴ Kan. Atty. Gen. Op. No. 2001-56 (citing *Wyzykowski v. Rizas*, 626 A.2d 406, 414 (N.J. 1993) quoting Michael A. Pane, *Conflict of Interest: Sometimes a Confusing Maze, Part II, New Jersey Municipalities* at 8, 9 (March 1980)).
- ²⁵ *Id.*
- ²⁶ *Anderson*, 209 Kan. at 341-342; *see also* 67 C.J.S. *Officers and Public Employees* § 347 ("According to some authority, in order to constitute a disqualification, the personal pecuniary interest of the official must be immediate, definite, and capable of demonstration and may not be remote, uncertain, contingent, and speculative.").
- ²⁷ K.S.A. 75-4303a(a).
- ²⁸ *Id.*
- ²⁹ *McPherson Landfill, Inc. v. Board of County Comm'rs*, 274 Kan. 303, 305, 49 P.3d 522 (2002).
- ³⁰ *Id.*
- ³¹ *Id.* at 318.
- ³² *Id.* (quoting *Madison River R.V. Ltd. v. Town of Ennis*, 298 Mont. 91, 94, 994 P.2d 1098 (2000)).
- ³³ *Id.* (quoting *Wagner v. Jackson Cty. Bd. of Zoning Adjustment*, 857 S.W.2d 285, 289 (Mo.App. 1993)).
- ³⁴ *Id.* at 533 (citing *Suburban Medical Center v. Olathe Community Hosp.*, 226 Kan. 320, 331, 597 P.2d 654 (1979)).

BY-LAWS

SALINA AIRPORT AUTHORITY

ARTICLE I.
THE AUTHORITY

Section 1. NAME: The official name of the authority shall be the "SALINA AIRPORT AUTHORITY" of Salina, Kansas.

Section 2. SEAL: The official seal of the authority shall be circular in form and shall bear the name of the authority.

Section 3. OFFICE: The principal office of the authority shall be at the office so designated by the board of directors and shall at all times be in Saline County, Kansas.

ARTICLE II.
BOARD OF DIRECTORS

Section 1. MEMBERSHIP: The authority shall be managed and controlled by a board of directors consisting of five (5) directors to be appointed by the governing body of the City of Salina, Kansas. Each director shall qualify for membership on the board of directors by filing an acceptance of said appointment with the City Clerk of the City of Salina, Kansas and shall hold office until his successor has been appointed and qualified.

Section 2. ANNUAL MEETING: The annual or organizational meeting of the board of directors shall be the first meeting in the month of March of each calendar year.

Section 3. REGULAR MEETINGS: The regular meetings of the board of directors shall be held at such time and place as may be designated by resolution of the board of directors. In the event the day of the regular meeting falls upon a holiday, then the meeting shall be held on the next succeeding secular day.

Section 4. SPECIAL MEETINGS: A special meeting of the board of directors may be called at any time or place by the chairman or in his absence or inability to act, the same may be called by any two members of the board.

Section 5. NOTICE: Notice of all special meetings shall be mailed to each director by the secretary at least two days previous to the time fixed for such meetings. All notices of special meetings shall state the purpose thereof and the time and place where the meeting is to be held. By unanimous consent of all directors a special meeting of the Board may be held without notice of the time or place. No notice shall be required for regular meetings of the board of directors.

Section 6. QUORUM: A quorum for transaction of business at any meeting of the directors shall consist of a majority of the members of the board, but the directors present, although less than a quorum, shall have the power to adjourn the meeting from day to day, or to some future date.

Section 7. ELECTION OF OFFICERS The directors shall elect the officers specified in Article III at each annual meeting of the Authority. Any officer may be removed at any time by a majority vote of the full board of directors.

Section 8. POWERS OF THE BOARD OF DIRECTORS: The board of directors shall have and may exercise all of the powers granted to it under Senate Bill No. 235 as adopted by the 1965 Legislature of the State of Kansas and any subsequent amendments thereto.

Section 9. EMPLOYMENT OF PERSONNEL: The board of directors may select, appoint, employ, discharge or remove such officer, agents, counsel and employees as may be required to carry out and effect the powers and purposes of the authority and to determine their qualifications, duties and compensation.

Section 10. COMPENSATION: Members of the board of directors shall serve without compensation but such directors shall be reimbursed for all reasonable expenses incurred in carrying out their duties as such directors.

ARTICLE III. ORGANIZATION

Section 1. OFFICERS: The officers of the Authority shall be Chairman, a Vice-Chairman, Secretary, Treasurer, and Assistant Secretary-Treasurer. All officers, except the Treasurer, must be members of the board of directors.

Section 2. CHAIRMAN: The chairman shall preside at all meetings of the board of directors and shall perform such other duties as are incident to this office. In case of the

absence or disability of the chairman, his duties shall be performed by the vice-chairman.

Section 3. VICE-CHAIRMAN: The vice-chairman shall have the right and power to perform all duties and exercise all authority of the chairman in the absence of the chairman and shall have all power and authority usually enjoyed by a person holding the office of vice-chairman.

Section 4. SECRETARY: The secretary shall issue notices of all directors meetings and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be the custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all written contracts of the authority; and shall perform all other duties which are incident to his office.

Section 5. TREASURER: The treasurer shall have custody of all money and securities of the authority and shall give bond in such sum and with sureties as the board of directors may specify conditioned upon the faithful performance of the duties of his office. He shall keep books of account and shall submit them, together with all of his vouchers, receipts, records and other papers to the board of directors for their examination and approval as often as they may require and shall perform such other duties as are incident to his office.

Section 6. ASSISTANT SECRETARY-TREASURER: The assistant secretary-treasurer shall have the right and power to perform all duties and exercise all authority of the secretary

and the treasurer in the absence of the secretary and/or treasurer.

ARTICLE IV. MISCELLANEOUS

Section 1. BOOKS OF ACCOUNT: Books of account will be kept on the calendar year, cash basis method and entries made therein of all receipts, disbursements and all other transactions of the authority.

Section 2. BANK ACCOUNT: All money received from all sources shall be deposited in the name of and the credit of the authority in a bank or banks to be designated by the board of directors and shall be withdrawn therefrom by checks signed by those duly authorized by the board of directors.

Section 3. TAX LEVY: The board of directors shall prepare an annual budget for their guidance and information and shall prior to July 28th of each year submit to the governing body of the City of Salina, Kansas their request for the approval of the tax levy that they desire to be levied in the next calendar year.


Section 4. AUDIT: The board of directors shall engage a certified public accountant to annually audit the books of the Authority and a copy of such audit shall be furnished to the governing body of the City of Salina, Kansas.

ARTICLE V. AMENDMENTS

Section 1. The by-laws for the government of and the conduct of the business and affairs of the Authority may be

adopted, amended or repealed by the board of directors at any regular or special meeting of said board; provided however, such amendments or revisions shall become effective only upon ratification by the governing body of the City of Salina, Kansas.

Adopted by the Board of Directors of the Salina Airport Authority on this the 9th day of May, 1990.


Roger Morrison, Chairman

CERTIFICATION OF SECRETARY


I, Bob Ott, the duly appointed, qualified, Salina Airport Authority Secretary, Salina, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Salina Airport Authority, Salina, Kansas, held on the 9th day of May, 1990, and that said Resolution has been compared by me with the original thereof on file and of record in the office of the Airport Authority, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Salina Airport Authority, Salina, Kansas, this 9th day of May, 1990.


Bob Ott, Secretary

RATIFICATION BY THE SALINA CITY COMMISSION

Ratified by the Governing Body of the City of Salina, Kansas and approved by the Mayor this the 11th day of June, 1990.


Mayor

Attest: Jacqueline Shriver
City Clerk



Rules and Regulations

(January 18, 2017)

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

ORDINANCE NUMBER 08-10471

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

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

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

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

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

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

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

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

Introduced: November 17, 2008

Passed: November 24, 2008

[SEAL]
ATTEST:


John K. Vanier, II, Mayor


Lieu Ann Elsey, CMC, City Clerk

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




Lieu Ann Elsey, CMC, City Clerk

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1. COMMON DEFINITIONS.

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

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

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

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

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

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

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

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

1.7 **Airport Manager.** Refer to 1.25 “Executive Director.”

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

- 1.9 **Air Terminal.** The M.J. Kennedy Air Terminal.
- 1.10 **ATC.** Air traffic control.
- 1.11 **ATCT.** Air Traffic Control Tower.
- 1.12 **ARFF.** Aircraft Rescue and Fire Fighting.
- 1.13 **Apron.** Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.
- 1.14 **Authority.** The Salina Airport Authority created by the City of Salina pursuant to K.S.A. 27-315 and ordinance No. 6854 to own, develop and operate the Salina Regional Airport.
- 1.15 **Based Aircraft.** Any aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.
- 1.16 **Board.** The Airport Authority Board of Directors appointed by the Salina City Commission pursuant to Salina Code section 4-17.
- 1.17 **Building.** The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.
- 1.18 **City.** The City of Salina, Kansas.
- 1.19 **CFR.** Code of Federal Regulations.
- 1.20 **Commercial.** That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.
- 1.21 **Courtesy Vehicle.** Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.
- 1.22 **COW.** Certificate of Waiver for sUAS operations that deviate from certain provisions and limitations of 14 CFR part 107.
- 1.23 **DHS.** Department of Homeland Security of the United States government.
- 1.24 **Equipment.** All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

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

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

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

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

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

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

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

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

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

1.34 **Hazardous Materials.** Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.65 **Terminal Area.** The passenger terminal proper, aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled air carriers.

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

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

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

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

1.70 **TSA.** Transportation Security Administration.

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

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

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

2. INTRODUCTION.

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

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

2.2 **Applicability, Compliance and Conditional Use of the Airport.** Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including aircraft operators; vehicle operators; aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable

regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement.

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

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

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

2.5 Administrative Review and Court Proceedings.

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

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

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

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the Board or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the

Board. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court.

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

3. GENERAL RULES AND REGULATIONS.

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

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

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

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

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

3.6 Buildings and Remodeling. It shall be unlawful for any person, other than the Authority, to construct, reconstruct or remodel any building or other

improvement on the Airport without first obtaining written permission from the Authority and applicable permits from the City of Salina. Any changes, alterations, or repairs made without proper approval, and any damage resulting therefrom shall be paid for by the person responsible and in accordance with the direction of the Authority.

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

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

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

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

3.11 General Conduct. No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surface of the Airport is prohibited.

3.12 Hazardous Materials. No person shall cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or

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

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

3.14 Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the executive director or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

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

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

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

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

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

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

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

3.22 Trash and Other Waste Containers. No person shall dispose of garbage, paper, refuse or other materials on the Airport except in receptacles provided for that purpose. The executive director shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, operators and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and operators shall ensure that their trash and

waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

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

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

4. SECURITY AND SAFETY.

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Security Access.

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

4.3.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the executive director and the Salina Police Department.

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

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

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

5. AIRCRAFT RULES AND REGULATIONS.

5.1 Accidents or Incidents.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Aircraft Operations.

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

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

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

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

5.5.5 The starting, positioning, or taxiing of any aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine thrust or rotor wash that may endanger or result in injury to persons or damage to property.

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

in a hangar or parked in such a position and location so as to endanger personnel.

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

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

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

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

5.6 Aircraft Parking and Storage.

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

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

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

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

5.6.5 Upon request of the executive director, the operator of any aircraft parked or stored at the Airport shall move the aircraft to the location and/or position on the Airport identified by the executive director. In the event the aircraft operator refuses, is unable or unavailable, the executive director may

move the aircraft to the area at the risk and expense of the aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Tie-Down Rules and Regulations.

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

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

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

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

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

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

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

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

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

5.13 Helicopter Operations.

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

5.13.2 Helicopters shall not be operated within two hundred (200) feet of any area where light aircraft are parked or operating, and are prohibited from

landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

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

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

5.14 Specialized Aeronautical Activities.

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

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

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

6. MOTOR VEHICLE RULES AND REGULATIONS.

6.1 Air Operations Area (AOA).

6.1.1 As determined by the executive director all vehicles operating on the AOA must carry an Authority issued gate card and/or AOA vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an aircraft as to create a hazard or interfere with the safe operation of aircraft.

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

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

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

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

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

6.2 Movement Area.

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

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

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

6.3 Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing.

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

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

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

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

6.4.1.4 On the side of a roadway;

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

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

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

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

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

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

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

6.5 Vehicle Licensing and Equipment.

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

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

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit issued by the executive director. Applications for permits shall provide the name of the owner

of the vehicle, a description of the vehicle, and evidence of insurance in the amounts established by the executive director. The permit shall be displayed on the back of the rear view mirror.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7.11.1 Airport vehicles;

6.7.11.2 Airline vehicles;

6.7.11.3 FAA or other Federal agency vehicles;

6.7.11.4 FBO vehicles;

6.7.11.5 Military staff cars dispatched to meet military aircraft;

6.7.11.6 Emergency response vehicles in official service;

6.7.11.7 Law enforcement vehicles in official service;

6.7.11.8 Vehicles with prior written approval by the executive director;

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

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

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

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

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

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

original location as accurately as possible.

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

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

7.1 Compressed Gases.

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

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

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

7.2 Fire Prevention.

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

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

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

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

7.3 Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Salina Fire Department.

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

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

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

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

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

8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

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

8.2 Best Practices.

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

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Pollution Prevention Plan (SWPPP). Operators who wish to provide their own SWPPP shall submit such plans to the Authority for review to verify that such plans are in conformance with the existing plans for the Airport.

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

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

8.3 Equipment.

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

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

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

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

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

8.4 Fuel Flowage Fees.

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

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

8.4.3 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Authority. The Authority's authorized representative shall have the right, to examine, cause to be examined, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an operator.

8.5 Fuel Storage Facilities.

8.5.1 Plans for fuel storage and installation shall be submitted to the executive director for written approval prior to any installation. All facilities,

equipment, and installation shall be in conformance with all local, state, and federal requirements.

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

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

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

8.6 Fueling Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.9 Storage of Refueling Vehicles/Use of Fuel Containers. Refueling vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Salina Fire Department, no more than five (5) gallons of fuel may be stored in UL approved fuel containers and all fuel containers shall be UL approved.

8.10 Maintenance of Refueling Vehicles. Maintenance and servicing of refueling vehicles shall be performed outdoors or in a building that is approved by the executive director and the Salina Fire Department specifically for this purpose.

Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the executive director upon request.

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

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



Minimum Standards for Commercial Aeronautical Activity at the Salina Regional Airport

January 18,2017

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PURPOSE

The purposes of these minimum standards are to:

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

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

INTRODUCTION

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

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

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

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

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

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

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

GENERAL DEFINITIONS

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

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

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

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

AC- Advisory Circular

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

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

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

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

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

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

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

Air Terminal- The M.J. Kennedy Air Terminal

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

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

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

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

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

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

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

ARFF- Aircraft Rescue and Fire Fighting.

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

ATCT- Air Traffic Control Tower

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

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

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

CFR- Code of Federal Regulations

City- The City of Salina, Kansas

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

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

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

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

FAA- Federal Aviation Administration of the United States government.

FAR- Federal Aviation Regulations

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

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

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

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

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

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

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

KDOT- Kansas Department of Transportation

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

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

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

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

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

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

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

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

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

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

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

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

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

Property- Pertains to anything owned by an entity.

Ramp- A paved area suitable for aircraft parking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TSA- Transportation Security Administration

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

sUAS- Small unmanned aircraft systems weighing less than 55 pounds.

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

ARTICLE ONE:

POLICY AND GENERAL

STANDARDS

1.1 Statement of Policy

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

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

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

1.2 Requirements Applicable to all FBOs, RSFOs and SASOs

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

1.2.1 Requirement of a Lease or License

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

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

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

1.2.2 Site Development Standards - Physical Facilities

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

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

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

1.2.3 Personnel

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

1.2.4 Financial Surety

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

1.2.5 Insurance

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

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

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

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

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

1.2.6 Airport Access and Security

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

1.2.7 Environmental Compliance

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

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

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

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

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

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

1.2.8 Motor Vehicles on Airport

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

1.2.9 Other FAA Requirements

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

1.3 Combined Operations and Subleases

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

1.4 Miscellaneous Aeronautical Activities

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

1.5 Violations

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

1.6 Appeals

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

ARTICLE TWO:

APPLICATION PROCESS

2.1 Prequalification Requirements

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

2.1.1 License Application

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

2.1.2 Intended Scope of Services

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

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

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

2.2 Financial and Managerial Responsibility and Capability

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

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

2.3 Experience of Operator and Key Employees

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

ARTICLE THREE:
FIXED BASE OPERATOR (FBO)

3.1 Statement of Concept

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

3.2 Services Provided

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

3.2.1 Aircraft Line Services:

3.2.1.1 Fueling, lubricating and miscellaneous services

3.2.1.2 Ramp parking and tie-down

3.2.1.3 Separate crew lounge and passenger lobby facilities

3.2.1.4 Public restrooms and telephone

3.2.1.5 Loading, unloading and towing

3.2.1.6 Hangar storage

3.2.1.7 De-icing service and engine preheating

3.2.1.8 Oxygen

3.2.1.9 Aircraft starting

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

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

3.2.1.12 Lavatory cart service

3.2.2 Aircraft Airframe and Engine Repair and Maintenance

3.2.3 Flight Training

3.2.4 Aircraft Rental

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

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

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

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

3.3 Operational Minimums

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

3.3.1 In connection with aircraft fueling and line services:

3.3.1.1 Contracts for Delivery of Fuel

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

3.3.1.2 Calculation of Fuel Flowage

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

3.3.1.3 Hours of Operation for Fuel Sales

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

3.3.1.4 Minimum Equipment

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

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

3.3.1.5 Individual in Charge

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

3.3.1.6 Safety of Fueling Operation

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

3.3.1.7 Fuel Quality

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

3.3.1.8 Additional line services

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

3.3.1.9 Waste disposal

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

3.3.1.10 Disabled Accident Removal

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

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

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

3.3.1.12 Rates and Charges

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

3.3.1.13 Aircraft Tie-downs

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

3.3.1.14 Employee Training

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

3.3.1.15 Hangar Storage

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

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

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

3.4 Facility Requirements

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

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

ARTICLE FOUR:

FULL SERVICE AVIATION FUEL

SALES (AVFUEL FBO)

4.1 Statement of Concept

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

4.2 Services Provided

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

4.2.1 Aircraft Line Services:

4.2.1.1 Fueling, lubricating and miscellaneous services

4.2.1.2 Ramp parking and tie-down

4.2.1.3 Separate crew lounge and passenger lobby facilities

4.2.1.4 Public restrooms and telephone

4.2.1.5 Loading, unloading and towing

4.2.1.6 Hangar storage

4.2.1.7 De-icing service, engine preheating

4.2.1.8 Oxygen

4.2.1.9 Aircraft starting

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

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

4.2.1.12 Lavatory cart service

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

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

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

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

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

4.3 Operational Minimums

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

4.3.1 In connection with aircraft fueling and line services:

4.3.1.1 Contracts for Delivery of Fuel

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

4.3.1.2 Calculation of Fuel Flowage

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

4.3.1.3 Hours of Operation for Fuel Sales

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

4.3.1.4 Minimum Equipment

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

4.3.1.5 Individual in Charge

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

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

4.3.1.6 Safety of Fueling Operation

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

4.3.1.7 Fuel Quality

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

4.3.1.8 Additional line services

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

4.3.1.9 Waste disposal

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

4.3.1.10 Disabled Accident Removal

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

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

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

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

4.3.1.12 Rates and Charges

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

4.3.1.13 Aircraft Tie-downs

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

4.3.1.14 Employee Training

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

4.3.1.15 Hangar Storage

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

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

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

4.4 Facility Requirements

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

4.4.1 The minimum land to be leased for an AvFuel FBO shall be two (2) acres including no less than five (5) acres of paved ramp space capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.

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

ARTICLE FIVE:

RETAIL SELF SERVICE FUELING

OPERATOR (RSFO)

5.1 Statement of Concept

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

5.2 Services Provided

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

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

5.2.2 Aircraft Line Services:

5.2.2.1 Ramp parking

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

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

5.3 Operational Minimums

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

5.3.1 In connection with aircraft fueling and line services:

5.3.1.1 Contracts for Delivery of Fuel

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

5.3.1.2 Calculation of Fuel Flowage

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

5.3.1.3 Hours of Operation for Fuel Sales

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

5.3.1.4 Minimum Equipment

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

5.3.1.5 Customer and System User Instructions

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

5.3.1.6 Safety of Fueling Operation

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

5.3.1.7 Fuel Quality

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

5.3.1.8 Waste disposal

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

5.3.1.9 Ramp Parking, Tie-Down, Aircraft Storage

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

5.3.1.10 Rates and Charges

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

5.3.1.11 Employee Training

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

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

5.4 Facility Requirements

Minimum land and improvements required shall be as follows:

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

ARTICLE SIX:

SPECIALIZED AVIATION
SERVICES OPERATOR (SASO)

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

6.1.1 Statement of Concept

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

6.1.2 Minimum Standards

- 6.1.2.1** This SASO shall lease or sublease an area, existing or adequate to erect a building, providing a minimum of 4,900 square feet of floor space to hangar at least one (1) aircraft, house all equipment, and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated, the SASO shall provide a separate paint shop that meets all applicable safety requirements. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area, and sufficient to accommodate this SASO's services unless otherwise stated in a lease or license agreement.
- 6.1.2.2** This SASO shall maintain, as necessary, the repair station certificates as required by the FAA which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station or facility.
- 6.1.2.3** This SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.
- 6.1.2.4** This SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA radio, instrument or propeller repairmen) in such numbers as are required to provide services in an efficient manner.

6.2 Specialized Commercial Flying Services SASO

6.2.1 Statement of Concept

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

- 6.2.1.1** Crop dusting, seeding, or spraying
- 6.2.1.2** Aerial photography or survey
- 6.2.1.3** Power line, underground cable or pipeline patrol
- 6.2.1.4** Construction
- 6.2.1.5** Emergency Management
- 6.2.1.6** Public Safety

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

6.2.2 Minimum Standards

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

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

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

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

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

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

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

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

6.3 Flight Training SASO

6.3.1 Statement of Concept

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

6.3.2 Minimum Standards

- 6.3.2.1** The SASO must lease at least one aircraft tie-down or own/lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, they must provide at least 150 square feet of properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and/or shared with other approved Airport SASOs.
- 6.3.2.2** If this SASO prefers to build a hangar for aircraft storage the SASO shall lease or sublease an area, adequate to erect a building or buildings, containing a minimum of 4,900 square feet to provide for aircraft storage, space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.
- 6.3.2.3** This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.
- 6.3.2.4** The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.
- 6.3.2.5** This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

6.4 Aircraft Sales SASO (New and/or Used)

6.4.1 Statement of Concept

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

6.4.2 Minimum Standards

- 6.4.2.1** This SASO shall provide at least 150-square feet of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport Operators. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.
- 6.4.2.2** This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory or availability of spare parts, within 24 hours or less, particular the type of new aircraft for which sales privileges are granted.
- 6.4.2.3** This SASO shall have its services available on a basis consistent with its franchise agreement.

6.5 Aircraft Airframe and Engine Repair and Maintenance SASO

6.5.1 Statement of Concept

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

6.5.2 Minimum Standards

6.5.2.1 This SASO shall lease or sublease an area, existing or adequate to erect a building, providing at least 4,900 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

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

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

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

6.6 Aircraft Rental SASO

6.6.1 Statement of Concept

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

6.6.2 Minimum Standards

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

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

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

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

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

6.7.1 Statement of Concept

This category of SASO engages in any of the following:

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

6.7.2 Minimum Standards

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

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

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

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

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

6.8 Flying Club SASO

6.8.1 Statement of Concept

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

these requirements.

6.8.2 Minimum Standards

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

6.9 Commercial Hangar Operator SASO

6.9.1 Statement of Concept

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

commercial Aeronautical Activities.

6.9.2 Minimum Standards

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

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

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

6.10 Temporary Specialized Aviation Service Operator SASO

6.10.1 Statement of Concept

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

6.10.2 Minimum Standards

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

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

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

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

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

ARTICLE SEVEN:
OFF-AIRPORT ACCESS

7.1. Statement of Concept

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

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

7.2. Access Right

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

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

7.3.1. Access Area

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

7.3.2. Access Taxiway Construction

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

7.3.3. Transfer & Maintenance of Improvements

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

7.3.4. Permitted Uses

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

7.3.5. Self-Fueling

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

7.3.6. Development Plan Compliance

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

7.3.7. Residential Access

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

7.4. Access Agreement

7.4.1. Application; Granting of Access

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

7.4.2. Conditions for Granting; Access Agreement Granted

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

7.4.3. Assignment of Access Agreement

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

7.4.4. Contents of Agreement; Amendment of Agreement

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

7.4.5. Revocation; Reinstatement

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

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

7.4.6. Post-revocation Hearing

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

7.4.7. Prohibition Against Un-Permitted Access; Penalty

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

7.4.8. Multiple Off-Airport Users; Single Parcels

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

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

7.5.1. Agreement Fee; Time of Payment

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

7.5.2. Agreement Fee; Amount

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

ATTACHMENT 1:
REQUIRED GENERAL LEASE AND LICENSE CLAUSES

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

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

2. Federal Requirements: Nondiscrimination

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

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

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

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

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

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

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

3. Aircraft Service by Owner or Operator of Aircraft

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

4. No Exclusive Rights

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

5. Airport Development

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

6. Airport Authority Right to Maintain the Airport

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

7. Right of Flight

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

8. Airport Obstructions or Other Hazards

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

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

9. Compliance with Laws, etc.

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

10. Required Licenses and Certificates

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

11. Handling of Waste Liquids

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

12. Indemnification

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

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

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

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

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

13. Right of Entry

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

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

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

14. Termination

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

15. Assignment

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

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

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

of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Airport Authority consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Salina Airport Authority, the State of Kansas, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

ATTACHMENT 2:
Minimum Insurance Requirements

Salina Regional Airport
For Commercial Aeronautical Activities

***Note:** In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the Airport Authority under the **Kansas Tort Claims Act**, (K.S.A. 75-6105, \$500,000 or as amended) whichever is greater.*

Fixed Base Operator (FBO)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$500,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 for each aircraft and 2,000,000 each loss.

Products & Completed Operations Liability - \$2,000,000 per occurrence.

Environmental Liability - \$1,000,000

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Retail Self Service Fueler (RSFO)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$500,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 for each aircraft and 2,000,000 each loss.

Products & Completed Operations Liability - \$2,000,000 per occurrence.

Environmental Liability - \$1,000,000

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propeller, Instruments, Accessories, etc.)

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed
- \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Specialized Commercial Flying Services SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flight Training SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Sales SASO (New and/or Used)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$2,000,000 per occurrence.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Airframe & Engine Repair & Maintenance SASO

Premises Liability (hangar operation) - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed
- \$2,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Rental SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Air Charter & Air Taxi SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flying Club SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Multiple Commercial Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

Air Carrier

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Hangars Keepers Liability – If applicable, while in care, custody and control \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

ATTACHMENT 3:
APPLICATION PROCESS

SLN License/Lease Process

This is a general guide to the lease process. The Salina Airport Authority may deviate from this process as needed from time to time.



Application For Business License, Airport Use Agreement and Lease Agreement Salina Regional Airport																							
1	Contact Information <div style="margin-top: 10px;"> Business Name: _____ Doing Business As: _____ Address: _____ Phone: _____ Fax: _____ </div>																						
2	Responsible Party: Business Owner/Partners (if a corporation, skip this step and proceed to 3) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left; padding: 5px;">Owner/Partner Name</th> <th style="width: 20%; text-align: left; padding: 5px;">% Owned</th> <th style="width: 10%; text-align: left; padding: 5px;">%</th> <th style="width: 20%; text-align: left; padding: 5px;">Phone</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td><td>%</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>%</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>%</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>%</td><td>_____</td></tr> </tbody> </table> <p style="font-size: small; color: red; margin-top: 5px;">(Use additional sheet if necessary to completely answer.)</p>			Owner/Partner Name	% Owned	%	Phone	_____	_____	%	_____	_____	_____	%	_____	_____	_____	%	_____	_____	_____	%	_____
Owner/Partner Name	% Owned	%	Phone																				
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_____	_____	%	_____																				
3	Responsible Party: Corporation (include officers, directors, and owners of more than 15% corporate stock----skip to 4 if not a corporation) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left; padding: 5px;"> <div style="margin-bottom: 5px;">Total Number of Shares:</div> Officer/Director/Owner Name </th> <th style="width: 20%; text-align: left; padding: 5px;">Shares Owned</th> <th style="width: 30%; text-align: left; padding: 5px;">Phone</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table> <p style="font-size: small; color: red; margin-top: 5px;">(Use additional sheet if necessary to completely answer.)</p>			<div style="margin-bottom: 5px;">Total Number of Shares:</div> Officer/Director/Owner Name	Shares Owned	Phone	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____					
<div style="margin-bottom: 5px;">Total Number of Shares:</div> Officer/Director/Owner Name	Shares Owned	Phone																					
_____	_____	_____																					
_____	_____	_____																					
_____	_____	_____																					
_____	_____	_____																					
4	Business License Requested (Category from Minimum Standards) <div style="margin-top: 10px;"> _____ </div>																						
5	Description of Services in Detail and Method to be Employed <div style="height: 300px; border: 1px solid black; margin-top: 10px;"></div>																						

(Use additional sheet if necessary to completely answer.)

6	Description of Facility (Include Size, Type Building, Intent to Lease or Build, Location and Amount of Land to be Leased---- All must comply with Airport's current FAA-approved ALP)								
(Use additional sheet if necessary to completely answer.)									
7	Proposed Date of Commencement of Business Date: _____								
8	Employment Information Number of Employees/New Jobs Created: _____ Anticipated Salary Ranges of Employees: _____								
9	Names and Qualifications of Key Personnel <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; text-align: left; padding: 5px;">Name</th> <th style="width: 60%; text-align: left; padding: 5px;">Qualifications</th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> </tbody> </table>	Name	Qualifications						
Name	Qualifications								
(Use additional sheet if necessary to completely answer.)									
10	Proposed Hours of Operation _____ _____								
11	Number and Types of Aircraft to be Provided/Maintained (as applicable) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left; padding: 5px;">Aircraft Type</th> <th style="width: 50%; text-align: left; padding: 5px;">Quantity</th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> </tbody> </table>	Aircraft Type	Quantity						
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(Use additional sheet if necessary to completely answer.)									
12	FAA Certificates and Licenses Held for Proposed Activities <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: left; padding: 5px;">Certificate Type</th> <th style="width: 40%; text-align: left; padding: 5px;">Certificate Number</th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> <tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr> </tbody> </table>	Certificate Type	Certificate Number						
Certificate Type	Certificate Number								
(Use additional sheet if necessary to completely answer.)									

13	<b style="color: red;">Insurance (List All Insurance Coverage Applicable----- Must meet Minimum Insurance Requirements Contained in Minimum Standards)
Are the Salina Airport Authority and City of Salina named as Additional Insured? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Yes No </div>	
(Please Mark One)	
Insurance Coverage	Limits of Liability
(Use additional sheet if necessary to completely answer.)	

14 Documents that Must Be Attached

The following documents at a minimum must accompany the submittal of this Application.

Failure to attach may cause Application to be incomplete and not considered.

- 1) Corporate Financial Statements
- 2) Banking References
- 3) Personal Financial Statements for Previous Two (2) Years
(If a family owned business of no previous corporate financial history available, or at the discretion of the Authority)
- 4) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations
(Include cash flow and a profit and loss projection for the first five years of the proposed operation)
- 5) Disclosure of Sources and Terms of Financing

15 All commercial activities conducted on the Salina Regional Airport require an approved Business License, Airport Use Agreement or Lease Agreement.

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

All questions and comments should be directed to the Executive Director.

Salina Airport Authority
3237 Arnold
Salina, Kansas 67401
Phone: (785) 827-3914

A Citizen's Guide to Open Government

Kansas Open Meetings Act
Kansas Open Records Act

Provided by



Kansas Attorney General
Derek Schmidt



Kansas Attorney General Derek Schmidt

Dear Fellow Kansans:

Our state has a long and rich history of ensuring that all of our citizens can participate in our democracy.

That's why our two principal open-government laws – the Kansas Open Records Act and the Kansas Open Meetings Act – are so important. They establish the legal requirement that the decision making of our public bodies remains open and subject to scrutiny and participation by our citizens.

As your attorney general, I share responsibility to enforce these laws and to help Kansans understand what they do, and do not, require.

This brochure is intended to help you and other Kansans understand the basic requirements of the Open Records Act and the Open Meetings Act. It answers common questions about the two and helps you understand what rights you, as a Kansan, have to obtain the records of your government and to view its activities.

In partnership with others who have a keen interest in open government – including the Kansas Sunshine Coalition – our office provides training for local and state officials about their duties and obligations under these laws. We work to resolve open government disputes and bring enforcement actions when necessary.

But I believe strongly that the best outcome is when everyone knows and respects our open government laws and we prevent violations from occurring in the first place. That's the point of this and similar publications.

For more information, you can check our website at www.ag.ks.gov or call my office at (785) 296-2215.

Thank you for your interest in open government!

Best wishes,

A handwritten signature in black ink that reads "Derek". The signature is stylized with a large, sweeping "D" and a cursive "erek".

Derek Schmidt
Kansas Attorney General



Understanding the Kansas Open Meetings Act (KOMA)

The Purpose and Scope of the KOMA

What is the KOMA about?

The KOMA is a law that guarantees anyone the right to observe governmental policy makers, such as your local school board, city council, county commissioners or most functions of the state legislature, that make the decisions affecting your life.

What types of groups are subject to the KOMA?

The KOMA applies to all of the political and taxing subdivisions in Kansas. There are approximately 4,000 public bodies and agencies that fall into this category. The KOMA may also apply to other organizations if they were created or controlled by a public body or agency or act on behalf of a public body or agency. This includes committees or sub-groups created by a public body or agency.

How do you know if a group is going to be subject to the KOMA?

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely it will be subject to the KOMA.

The KOMA does not apply to the meetings of private groups such church groups, private clubs, private corporations or businesses or any other private associations.

Does the KOMA apply to every meeting related to the government?

No, the KOMA only applies to a public body or agency. It does not include the staff meetings for a public agency. It does not apply to elected officials who are not part of a public body, such as the governor.

Does the KOMA apply to Kansas courts or judges?

No, courts and judges are excluded from the KOMA.

Meeting Matters Not Covered by the KOMA

Does the KOMA include a requirement for an agenda?

No, although the creation of an agenda before the meeting will help provide focus for both the public body or agency and the public, there is no requirement in the KOMA to create an agenda. This also means that the content of the meeting may be changed at any time by amending the agenda.

Does the KOMA require detailed minutes of all of the items discussed at a meeting?

No, the KOMA does not speak to minutes or agendas, except to require that motions to go into executive session be completely recorded in the minutes. Meeting minutes are the responsibility of the public body or agency and the public body or agency determines what is recorded in the minutes.

Is the KOMA the same thing as Roberts Rules of Order?

No, the KOMA does not address the conduct of meetings or other procedural matters, such as the order of business, content of reports or length of time that may be spent on a topic of discussion.

KOMA Requirements for Public Bodies and Agencies

What does the KOMA require a public body or agency to do?

There are two main requirements. First, any meetings must be open to all members of the public. Second, notice of meetings must be provided to anyone who has requested it.

What does “open” mean in the KOMA?

It means that the meeting must be conducted in a way that the public may observe or listen to the proceedings.

Does that mean a meeting must be moved to another location if members of the public cannot get into the meeting room?

No, the KOMA does not require that public meetings be moved to larger or better locations. Meeting locations are left up to the public body or agency. Unless there is evidence that the public body or agency deliberately moved a meeting to a location with limited access to avoid public observation, there is no conflict with the requirements of the KOMA.

Does a public body or agency have to let members of the audience speak at a meeting?

No, the KOMA does not require that the public be allowed to speak. Some other law may require a public hearing with the opportunity to speak on that issue, but the KOMA does not.

Can I use a camera or other recording device to record a meeting?

Yes, the KOMA allows recording, but subject to reasonable rules to prevent disruption of the meeting, safety hazards, or other legitimate concerns. You may want to contact the public body or agency in advance to learn about any rules that may apply to recordings.

May one or more members of a public body or agency participate in a meeting by telephone?

Yes, as long as the meeting is open to the public so they might listen to the discussion.

KOMA Meetings

What is a meeting, as defined by the KOMA?

Three conditions must be met in order for a meeting to occur. All three must be satisfied. They are:

1. A gathering or assembly in person or by telephone or any other medium for interactive communication.
2. By a majority of the members of the public body or agency.
3. Discussion of the business or affairs of that public body or agency.

How is “interactive communication” applied?

The best way to determine if “interactive communication” has taken place is to think of it as two-way communication. For example, an email from one member of a public body to the rest of the body members is only one-way until there is a reply to all, and then it becomes a two-way communication that may violate the KOMA.

The two-way communication can be by any means, including using individuals as “go-betweens.”

What is a majority of the public body or agency?

Majority is one more than one-half of the membership. When counting the number of members, vacant positions must be counted as well. For example, if a school board has seven members, but there are two vacancies, a majority remains four.

Are there any topics that may be discussed by a majority outside of a meeting?

The only topic that may be discussed by a majority outside of a meeting is to determine a mutually acceptable meeting time so notice of that meeting may be provided.

Discussion alone triggers the KOMA requirements, regardless of whether an agreement is reached or a survey of how members are going to vote takes place. None of those actions are permitted.

Can members avoid the KOMA requirements by discussing public body or agency business with less than a majority of the other members?

Not really, as interactive communications in a series are forbidden by the KOMA. A violation will occur if all of the following conditions are met:

- Interactive communications collectively involve a majority of the public body or agency,
- A common topic is discussed concerning the business or affairs of the public body or agency, and
- There is intent by any or all of the participants to reach agreement upon a topic that requires binding action in an open meeting by the public body or agency.

Can a majority of the members attend a meeting of another group?

Yes, as long as they refrain from any discussions about the business of their public body or agency.

This limitation applies to all formal and informal gatherings, such as conferences, ribbon cuttings or social clubs.

KOMA Notice Requirements

When does a public body or agency have to provide notice?

Notice is required only when someone requests to receive notice of meetings. There is nothing in the KOMA that requires general notice, such as publishing the agenda in the newspaper or posting it on the agency website.

How do I request notice?

All you need to do is make a request to the appropriate public body or agency. Although not required, it is a good idea to make your request in writing and keep a copy.

What kind of notice should I expect?

The KOMA does not specify the method of notice; it could be verbal or written. The notice must provide you with the time, place and date of the proposed meeting.

You may receive a single notice for all regular meetings of the public agency or body. You should still receive notice for any special meetings or changes in the time, place or date of regular meetings.

How long is my request effective?

Your request is good for the fiscal year of the public body or agency. But, the public body or agency must contact you and ask if you wish to continue to receive notice before they discontinue providing it to you.

Is there a minimum time required to give notice?

No, the KOMA only requires “reasonable” notice. In some situations, that could be very short. If you believe a public body or agency did not provide reasonable notice, discuss the situation with the public body or agency to learn when others, including the members, received notice of a meeting. If this does not resolve the matter, please see the Enforcement section of this guide.

Executive Sessions: Closing an Open Meeting

What is an executive session?

An executive session is when the public body is permitted to discuss certain subjects in private.

What are the procedures to enter into an executive session?

An executive session may only take place once an open meeting is convened. A motion must be made to enter into executive session. That complete motion and the resulting vote must be entered into the minutes.

What must a motion to enter into an executive session say?

There are three parts:

1. A statement describing the subject(s) to be discussed in executive session, without revealing confidential information.
2. The justification: a reference to one of the permitted topics for executive session contained in the KOMA.
3. The time and place at which the open meeting will resume.

If a public body does not include all three portions, is the executive session illegal?

Probably not, as the courts have determined a technical violation occurs if there is an error in the motion, but the public body maintained the spirit of the KOMA.

Who may attend an executive session?

Only the members of the public body holding the executive session have a right to attend. The public body may include others, if they believe their information is important.

Can the public body make a binding decision in executive session?

No. Binding decisions must be made in an open meeting. The public body may reach a consensus during an executive session; however, binding action must occur during an open meeting.

What topics may be discussed in executive session?

The KOMA permits several topics including these most common topics:

- To discuss personnel matters relating to non-elected personnel
- Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
- To discuss employee-employer negotiations
- To discuss data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships
- To discuss matters relating to action affecting a person as a student, patient or resident of a public institution
- For preliminary discussion of acquisition of real property
- To discuss matters relating to security measures that protect specific systems, facilities or equipment including persons and private property if related to the agency.

What is permitted under the nonelected personnel matters subject?

The public body may only discuss its own individual employees and applicants for employment. They are not permitted to discuss elected officials, independent contractors, candidates for appointment to other boards or commissions or general concerns affecting all employees, such as a proposed pay plan.

What is permitted under the attorney consultation subject?

The public body's attorney must attend the executive session, even by speaker phone, to provide legal advice to the body.

Non public body or agency personnel may only attend if they are considered part of the client organization, such as consulting engineers.

What is permitted under the employee and employer negotiation subject?

Only discussion about negotiations with recognized bargaining units, not general employee matters.

What is permitted under the financial and trade secret subject?

Financial information of a private business or any trade secrets they may need to disclose to a public body or agency. General discussion of tax incentives is not permitted.

What is permitted under the student, patient or resident of a state institution subject?

The public body may discuss any matter that may have an impact on the individual's status as a student, patient or resident of a state institution, either in a positive or negative way. The individual may request that any hearing be conducted in an open meeting.

What is permitted under the property acquisition subject?

The public body may only discuss purchasing, not selling, real property. Real property is land with or without structures. A discussion of purchasing equipment or software is not permitted here.

What is permitted under the security subject?

The public body may review security measures for all of the facilities and operations under their control.

Enforcement of the KOMA

What should I do if I think there has been a KOMA violation?

The KOMA can be enforced by anyone – private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KOMA violation.

1. You may file your own case in district court against the members of the public body or agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at www.ag.ks.gov.

What if I disagree with the findings of the county or district attorney?

You may file your own case in district court against the members of the public body or agency. The Attorney General will not review the findings of a county or district attorney. That is the role of the courts.

What happens if a violation is found?

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KOMA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KOMA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

What can the Attorney General do to a violator?

The Attorney General may fine individual members of the public body or agency up to \$500 for each violation, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, require future compliance with the KOMA, and require submission of proof of compliance. A violation of the KOMA may subject the individual to removal from office by ouster or recall.

What can a court do to a violator?

A court may fine individual members of the public body or agency up to \$500, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, reverse any actions that were taken illegally, and potentially subject the individual to removal from office by recall or ouster.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

The KOMA is a civil statute, not criminal, so the violator will not be sent to jail under the KOMA.

NOTES

Understanding the Kansas Open Records Act (KORA)

The Purpose and Scope of the KORA

What is the purpose of the KORA?

The KORA is a law that permits the public to review or get copies of public records. There are two parts of the law. One part governs the procedure that public agencies must follow when someone requests a public record. The other part categorizes public records and, under certain circumstances, permits an agency to withhold public records.

What are public records?

Public records are records made, maintained, kept by or possessed by a public agency, or any officer or employee of a public agency pursuant to the officer's or employee's official duties, regardless of location, which are related to the functions, activities, programs or operations of any public agency. They may be in any form, including electronic storage and emails. The content of records varies widely; some track the routine activities of government while others contain personal information about citizens and businesses.

Why would a public agency have personal information about citizens and businesses?

Public agencies have regulatory responsibilities that require gathering personal information. Common examples include tax returns, driver's licenses and automobile registration. Many professions are licensed, such as doctors, dentists, cosmetologists, attorneys and accountants to name a few. Personal information is collected as a part of the initial licensing, but also in case of complaints and investigations.

What types of groups are subject to the KORA?

The KORA applies to State of Kansas agencies and all of the political and taxing subdivisions in Kansas. There are approximately 4,000 groups and organizations that fall into this category. The KORA may also apply to other organizations if they were created or controlled by a public agency or act on behalf of a public agency.

How do you know if a group is going to be subject to the KORA?

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely they will be subject to the KORA.

The KORA does not apply to the records of private citizens or groups such as church groups, private clubs, private corporations or businesses or any other associations.

Does the KORA apply to court records?

Generally, yes, however the KORA permits the judicial branch to make its own rules for reviewing or obtaining records. Those rules are posted on the Kansas Supreme Court website and at the district courts throughout the state. The KORA does not apply to records made, maintained or kept by individual judges.

Is the KORA the same as the Freedom of Information Act (FOIA)?

No, the FOIA is the federal law that applies to records of the federal government. The FOIA and the KORA are different laws that have similar provisions, but are not exactly the same.

Procedures for Obtaining Copies of Public Records

How do I request a record?

The best place to begin is with either the public agency's designated record custodian or Freedom of Information Officer. One staff member may fill both roles. In either case, they will assist you with your request.

Do I have to put my request in writing?

A public agency may require you to do that, but not on any particular form. The reason for this requirement is so both you and the public agency are clear on what records you are seeking.

Who can request a record?

Anyone. There is no requirement that the person making the request have any special relationship to the record. There is no special status for any person making a record request, even if the record is about them.

What may the public agency ask of me when I request records?

The public agency may ask you for your name and address. It is optional, but the agency may ask you for some form of proof of your identity.

Do I have to go in person to the place where the records are kept to make my request?

No, you may make your request from anywhere. Many record transactions are handled through the mail or even online.

What do I do if the public agency that has the records doesn't have any full-time staff or regular business offices?

The KORA permits very small public agencies that do not have regular office hours to establish reasonable hours when you can inspect or copy records, but the agency may require 24 hour notice. All of the other requirements for access remain the same.

May I take a public record and have it copied elsewhere?

Not without the record custodian's written permission. If copies cannot be made where the records are kept, the custodian will make arrangements to have a copy made. Public record custodians are required to keep original documents safe, so they will be available for any person who might request that record.

Responding to Record Requests

When can I expect to receive the records?

It depends upon the availability of the records. Some records may be provided at the time they are requested, others may have to be gathered and reviewed before releasing them.

What is the “three day” requirement?

A public agency must act upon your request as soon as possible, but not more than three business days later, beginning the day after the request was received.

Does this mean I will get the records in three days?

No, the public agency must communicate with you within those three days. The public agency may provide the records, or explain that they do not have the records you want, or may inform you that the search or review is underway and will be completed as soon as possible.

Is there a deadline when the records must be given to me?

No, each request and record is unique, although if there is a delay, the record custodian should provide a time estimate to you. Some records may need to be gathered from remote locations. Other records that contain closed portions must be reviewed and appropriately redacted or blacked out.

Does the KORA require that a public agency answer my questions?

No, the KORA only applies to records as they exist at the time you ask for them. If you are asking for information, analysis or an explanation about a policy, you might get them, but not under the rules of the KORA. The KORA does not require an agency to do research for you or provide written answers to your questions.

May I request records that will be created in the future?

No, records not yet in existence are not subject to the KORA. Even though many records are routinely created, such as meeting minutes and monthly financial reports, your request must be made after the records are created and available.

KORA and Fees

May a public agency charge fees for accessing or copying records?

Yes, the KORA permits public agencies to recover their actual costs for gathering and copying records.

What kinds of fees are allowed?

The agency may only charge the direct cost for staff time to gather, review, photocopy and send the records to you. The agency may not charge for overhead or indirect costs.

Is there a standard fee schedule that all public agencies must use?

No, the KORA permits each public agency to establish their fees. However, they must represent their best estimate for actual costs.

May a public agency collect fees in advance?

Yes, the KORA allows public agencies to collect estimated fees in advance. If the actual cost is less, you will be refunded the difference. If it is more, the agency may bill you for the additional costs.

What can I do if I believe the fees are unreasonable?

If the records are from an executive branch state agency under the jurisdiction of the governor, there is an appeal process through the Secretary of Administration. If the records are from another public agency, you may complain to the county or district attorney or the attorney general. If the public agency can justify the fees and the fees are based upon actual costs, then the fees are reasonable.

Prohibited Uses of Public Records

May I use a public record that contains names and/or addresses on it, so I can contact the people on the list to offer goods or services for sale?

No, the KORA prohibits using lists of names and addresses as a marketing tool except in very limited cases, such as professional organizations that offer educational opportunities for licensed individuals.

If I request a public record that contains names and addresses on it, do I have to sign a special form?

Yes, the KORA permits the public agency to require that you certify that you will not use the names and addresses for any prohibited purposes. If you do not sign the form, the public agency does not have to provide you the records.

Record Content and Accessibility

Is there a general rule about public records being open?

Yes, unless a record is specifically closed by law, all public records are open for inspection and any person may view them to make their own notes or ask for copies from the public agency.

How will I know if a record is closed by law?

Ask for a copy of the record you would like to see. If it is closed, the record custodian will tell you and provide you the appropriate source of the law that closes the record.

Who decides that records are closed?

The legislature reviews and approves all the laws that close records. They have adopted general policies for closing public records. They are:

- The public record is of a sensitive or personal nature concerning individuals.

- The confidentiality of the public record is necessary for the effective and efficient administration of a governmental program.
- The public record affects confidential information.

How many records are closed?

There are more than 300 specific records closed by Kansas law. Many other records are closed by federal law. Many of the records that may be closed contain information that individuals and businesses are required to provide to the government, such as tax returns, reports of infectious diseases or private financial information. Federal laws close individual medical records and driver's license information.

Does the record custodian have any authority to release these records?

In some limited cases, yes. The law that closes a record may contain conditions that temporarily close a record or grant the record custodian the discretion to release a record.

For example, sealed bids are closed, but only until the bid contract is awarded, then the records are open. Another example is when the record custodian must use his or her judgment about whether a record contains information of a personal nature and disclosing the information would be an unwarranted invasion of personal privacy.

Enforcement of the KORA

What should I do if I think there has been a KORA violation?

The KORA can be enforced by anyone – private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KORA violation.

1. You may file your own case in district court against the public agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at www.ag.ks.gov.

What if I disagree with the county or district attorney's conclusions?

You may file your own case in district court against the public agency. The Attorney General will not review the decisions of a county or district attorney. That is the role of the courts.

What happens if a violation is found?

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KORA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KORA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

What can the Attorney General do to a public agency if they violate the KORA?

The Attorney General may fine the public agency up to \$500 for each violation, require completion of Attorney General approved training, order the public agency to cease and desist from violating the KORA, require future compliance with the KORA, and require submission of proof of compliance.

What can a court do to a public agency if they violated the KORA?

The KORA provides that a district court in the county where the record is kept may look at disputed records in private and make a decision about what may be released.

The court may order that the documents be produced for you. If the public agency did not have a good faith reason to withhold the records, the court may fine the agency up to \$500 if the action is brought by the county or district attorney or Attorney General.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

KORA is not a criminal statute, so there is no possibility of anyone going to jail for violating KORA.

NOTES



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

DATE: November 22, 2017
TO: Salina Airport Authority Board of Directors
FROM: Timothy F. Rogers, A.A.E.
SUBJECT: Kansas Open Meetings Act and Executive Session Procedures

The 2017 Kansas Legislature made changes to the Kansas Open Meetings Act (KOMA) in H.B. 2301. The changes affect procedures that public bodies need to use when they recess into an executive session. The most significant change to Airport Authority executive session procedures is that we will go into executive session for one justification at a time.

The following Q & A concerning executive sessions may be helpful. (Source: Kansas Attorney General Guide to KOMA)

What must a motion to enter an executive session say?

There are three parts:

1. A statement describing the subject to be discussed in executive session, without revealing confidential information.
2. The justification: a reference to one of the permitted topics for executive session contained in the KOMA.
3. The time and place at which the open meeting will resume.

What topics may be discussed in executive session?

The KOMA permits several topics including the following which are the most common Salina Airport Authority topics:

- To discuss personnel matters relating to non-elected personnel.
- Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.
- To discuss data relating to the financial affairs or trade secrets of corporations, partnerships, trusts and individual proprietorships.
- For preliminary discussion of acquisition of real property.
- To discuss matters relating to security, measures that protect specific systems, facilities or equipment including persons and private property if related to the agency.

Note: It is important to remember that once in executive session the discussion must remain on the justification and topic stated in the executive session motion.

What is permitted under the nonelected personnel matters subject?

The public body may only discuss its own individual employees and applicants for employment. They are not permitted to discuss elected officials, independent contractors, candidates for appointment to other boards or commissions or general concerns affecting all employees, such as a proposed pay plan.

What is permitted under the attorney consultation subject?

The public body's attorney must attend the executive session, even by speaker phone, to provide legal advice to the body.

Note: The board attorney is the sole source for legal advice related to the affairs of the public body.

What is permitted under the financial and trade secret subject?

Financial information of a private business or any trade secrets they may need to disclose to a public body or agency. General discussion of tax incentives is not permitted.

What is permitted under the property acquisition subject?

The public body may only discuss purchasing, not selling, real property. Real property is land with or without structures. A discussion of purchasing equipment or software is not permitted here.

What is permitted under the security subject?

The public body may review security measures for all the facilities and operations under their control.

Can the public body make a binding decision in executive session?

No. Binding decisions must be made in an open meeting. The public body may reach a consensus during an executive session; however, binding action must occur during an open meeting.

The necessary adjustments in draft motions for future executive sessions. The SAA has historically taken steps to comply with KOMA requirements and will continue to do so.



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January 8, 2018

ATTORNEY GENERAL OPINION NO. 2018-1

Eric R. Yost
Sedgwick County Counselor
525 North Main, Suite 359
Wichita, KS 67203-3731

Re: State Departments; Public Officers and Employees—Public Officers and Employees; Open Public Meetings—Closed or Executive Meetings; Conditions; Authorized Subjects for Discussion

Synopsis: A motion to recess into a closed or executive meeting may only utilize one justification as listed in K.S.A. 2017 Supp. 75-4319(b), but multiple subjects may be discussed if those subjects fall within the justification stated in the motion to recess into a closed or executive meeting. A motion to recess into a closed or executive meeting must be recorded in its entirety in the minutes of the public body or agency. The recording of the motion is not "complete" if it merely summarizes the actual motion in a manner that addresses only the three statutory elements but omits other content of the motion as it was in fact made. The statement describing the subject(s) to be discussed must be more than a generic or vague summary, or a list of the subject(s) to be discussed. The determination of whether a motion to recess into a closed or executive meeting sufficiently describes the subject(s) to be discussed is a fact-sensitive question which must be determined on a case-by-case basis. Cited herein: K.S.A. 2017 Supp. 75-4317; 75-4319; K.S.A. 2016 Supp. 75-4319.

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Dear Mr. Yost:

As the Sedgwick County Counselor, you ask our opinion on issues related to the Kansas Open Meetings Act (KOMA).¹ Your questions are: (1) whether multiple matters may be discussed in a single closed or executive meeting; (2) whether it is sufficient for merely the elements of the statute to be in the public body's or agency's minutes or whether the entirety of the motion must be in the minutes; and (3) whether it is sufficient to include the matter to be discussed or if an additional description of the subject to be discussed must be stated.

The purpose of the KOMA is stated as follows: "In recognition of the fact that a representative government is dependent upon an informed electorate, it is declared to be the policy of this state that meetings for the conduct of governmental affairs and the transaction of governmental business be open to the public."² The KOMA is interpreted liberally with exceptions narrowly construed to carry out the public purpose of the law.³

The KOMA provides a process by which a public body or agency subject to the KOMA may recess an open meeting and enter into a closed or executive meeting. Prior to July 1, 2017, K.S.A. 2016 Supp. 75-4319(a) stated:

Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include a statement of: (1) The *justification* for closing the meeting; (2) the *subjects* to be discussed during the closed or executive meeting; and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.⁴

Under this prior law, the "subjects" referred to one of the topics identified in K.S.A. 2016 Supp. 75-4319(b). The "justification" referred to an explanation of what was to be discussed, without revealing confidential information.⁵

During the 2017 legislative session, the Legislature amended K.S.A. 2016 Supp. 75-4319(a) to read as follows:

¹ K.S.A. 75-4317 *et seq.*

² K.S.A. 2017 Supp. 75-4317(a).

³ *State ex rel. Murray v. Palmgren*, 231 Kan. 524, Syl. ¶ 4 (1982).

⁴ Emphasis added.

⁵ *State v. U.S.D. No. 305*, 13 Kan. App. 2d 290 (1986); Kan. Atty. Gen. Op. 1991-78.

Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the *subjects* to be discussed during the closed or executive meeting; (2) the *justification* listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.⁶

Under the current law, "subjects" refers to an explanation of what is to be discussed, without revealing confidential information. "Justification" refers to one of the topics identified in K.S.A. 2017 Supp. 75-4319(b) such as, for example, personnel matters of nonelected personnel.⁷ In effect, the 2017 amendments transposed the meanings of "subjects" and "justification" in comparison with prior law.

Whether Multiple Matters May Be Discussed in a Single Closed or Executive Meeting

Any motion to recess to a closed or executive meeting must include the justification for closure as well as an explanation of the subjects to be discussed, without revealing confidential information.⁸ The issue, then, is whether the 2017 amendments grant the authority to a public body or agency to recess into a closed or executive meeting for more than one justification and discussion of more than one subject.

In analyzing the issue you raised, we note the following rule of statutory construction:

When the legislature revises an existing law, it is presumed that the legislature intended to change the law from how it existed prior to the amendment, and it is presumed that the legislature does not intend to enact useless or meaningless legislation.⁹

We first consider whether a public body or agency may utilize more than one justification for closing a meeting in a motion to recess into a closed or executive meeting. Under the prior law, the term "subjects" was plural in nature and granted public bodies and agencies the authority to enter into a closed or executive meeting for more than one of the topics identified in K.S.A. 2016 Supp. 75-4319(b). However, under the current law, the term "justification," which now has the meaning assigned to the term "subjects" in the prior law, does not include an "s" on the end of the word

⁶ L. 2017, ch. 73, § 4 (emphasis added).

⁷ K.S.A. 2017 Supp. 75-4319(b)(1).

⁸ We note that the motion also must include the time and place that the open meeting will resume, but that requirement is not at issue here. See K.S.A. 2017 Supp. 75-4319(a).

⁹ *State v. Van Hoet*, 277 Kan. 815, 826 (2004).

and may or may not be plural. However, because we presume that a change of the existing law was intended, we conclude that the authority to enter into a closed or executive meeting has been restricted to only one of the justifications identified in K.S.A. 2017 Supp. 75-4319(b). For example, a public body could not enter into a single closed or executive meeting based on the need to discuss personnel matters of nonelected personnel¹⁰ and for the preliminary discussion of the acquisition of real property.¹¹

The next question is whether a public body or agency may discuss more than one subject during a closed or executive meeting. The current law states that the motion must describe the "subjects" to be discussed.¹² Therefore, the plain language of K.S.A. 2017 Supp. 75-4319(a) clearly allows a public body or agency to discuss multiple subjects in a closed or executive meeting if those subjects fall within the justification cited in the motion to recess into a closed or executive meeting. However, as noted below, the motion must adequately describe each subject to be discussed.

We therefore conclude that a motion to recess into a closed or executive meeting may only utilize one justification as identified in K.S.A. 2017 Supp. 75-4319(b), but multiple subjects may be discussed if those subjects fall within the justification cited in the motion to recess into a closed or executive meeting.

Whether It Is Sufficient for Merely the Elements of the Statute to Be in the Public Body's or Public Agency's Minutes or Whether the Entirety of the Motion Must Be in the Minutes

In 2017, the Legislature also amended the requirement to record the motion to recess into a closed or executive meeting in the public body's or agency's minutes. Under the prior law, a public body or agency was required to record "[s]uch motion, including the required statement" in the minutes.¹³ Under current law, a public body or agency must record the "complete motion" to recess into a closed or executive meeting.¹⁴ In essence, the issue is whether the motion must be recorded verbatim or whether the minutes may simply record the three required elements of a motion to recess into a closed or executive meeting.

In analyzing this issue, we again follow the rule of statutory construction that presumes that a revision of existing law is intended by the Legislature to change the law from how it existed prior to the amendment.¹⁵

¹⁰ K.S.A. 2017 Supp. 75-4319(b)(1).

¹¹ K.S.A. 2017 Supp. 75-4319(b)(6).

¹² K.S.A. 2017 Supp. 75-4319(a).

¹³ K.S.A. 2016 Supp. 75-4319(a).

¹⁴ L. 2017, ch. 73, § 4.

¹⁵ *Van Hoef* at 826.

The process to recess into a closed or executive meeting in the prior law required that the “motion” be recorded in the minutes,¹⁶ but the current process requires that the “complete motion” be recorded in the minutes.¹⁷ Because we presume that a change to the existing law was intended, we believe that a motion to recess into a closed or executive meeting must be recorded in its entirety in the minutes. We do not mean to suggest that the minutes must include all extraneous words, such as “ums” and “ahs,” that may have been included when a member of a public body or agency made a motion to recess into a closed or executive meeting. Such a requirement would be useless and not further the public’s right to know as such extraneous words are not substantive in nature.¹⁸ We conclude, however, that the recording of the motion is not “complete” if it merely summarizes the actual motion in a manner that addresses only the three statutory elements but omits other content of the motion as it was in fact made.

Whether It Is Sufficient to Include the Matter to Be Discussed or if an Additional Description of the Subject to Be Discussed Must Be Stated

In 2017, the Legislature also amended K.S.A. 2016 Supp. 75-4319(a) to require the motion to recess into a closed or executive meeting to include a statement of what is to be discussed, without revealing confidential information.¹⁹ Under the prior law, the motion was required to include “[t]he justification for closing the meeting.”²⁰ The interpretation of the requirements of this phrase has changed over the years.²¹

As we previously stated, when the Legislature amends an existing law, courts presume that a change was intended by the Legislature.²² The previous law simply required a “statement”²³ of what is to be discussed while the current law requires a “statement describing”²⁴ the subject to be discussed. “Describe” is defined as “to represent or give an account of in words.”²⁵ The plain language of K.S.A. 2017 Supp. 75-4319(a) adding the word “describing” clearly indicates that the Legislature wanted more than a generic or vague summary of what is to be discussed during a closed or executive meeting.

Therefore, we conclude that a public body or agency must do more than provide a generic or vague summary, or a list of the subject(s) to be discussed. However, the KOMA does not require that the statement describing what will be discussed to be so

¹⁶ K.S.A. 2016 Supp. 75-4319(a).

¹⁷ K.S.A. 2017 Supp. 75-4319(a).

¹⁸ We note that the minutes will assist a public body or agency in responding to any complaint alleging a violation of the requirements of K.S.A. 2017 Supp. 75-4319.

¹⁹ L. 2017, ch. 73, § 4; K.S.A. 2017 Supp. 75-4319(a).

²⁰ K.S.A. 2016 Supp. 75-4319(a).

²¹ Compare, e.g., *State v. U.S.D. No. 305*, 13 Kan. App. 2d 117, 121 (1988) with Kan. Atty. Gen. Op. 1991-78.

²² *Van Hoet* at 826.

²³ K.S.A. 2016 Supp. 75-4319(a).

²⁴ K.S.A. 2017 Supp. 75-4319(a).

²⁵ <https://www.merriam-webster.com/dictionary/describe> (accessed January 3, 2018).

detailed that it negates the usefulness of a closed or executive meeting. The determination of whether a motion to recess into a closed or executive meeting sufficiently describes the subject(s) to be discussed in a specific situation is a fact-sensitive question which must be determined on a case-by-case basis.

Summary

A motion to recess into a closed or executive meeting may only utilize one justification as listed in K.S.A. 2017 Supp. 75-4319(b), but multiple subjects may be discussed if those subjects fall within the justification cited in the motion to recess into a closed or executive meeting. A motion to recess into a closed or executive meeting must be recorded in its entirety in the minutes of the public body or agency. The recording of the motion is not "complete" if it merely summarizes the actual motion in a manner that addresses only the three statutory elements but omits other content of the motion as it was in fact made. The statement describing the subject(s) to be discussed must be more than a generic or vague summary, or a list of the subject(s) to be discussed. The determination of whether a motion sufficiently describes the subject(s) to be discussed is a fact-sensitive question which must be determined on a case-by-case basis.

Sincerely,

/s/Derek Schmidt

Derek Schmidt
Attorney General

/s/Cheryl L. Whelan

Cheryl L. Whelan
Assistant Attorney General

DS:AA:CW:sb

SAA RESOLUTION 00-5

A RESOLUTION APPOINTING A LOCAL FREEDOM OF INFORMATION OFFICER FOR THE SALINA AIRPORT AUTHORITY, AND PROVIDING FOR THE OFFICER'S DUTIES.

WHEREAS, the Kansas Legislature adopted Sub. HB 2864 requiring that all public agencies covered by the Open Records Act appoint a Local Freedom of Information Officer; and

WHEREAS, the Salina Airport Authority believes the appointment of a Local Freedom of Information Officer to assist the public with its open records needs is good for public service and facilitates the public policy of open government.


NOW THEREFORE, Be it Resolved by the Salina Airport Authority Board of Directors of Salina, Kansas on this 19th day of July, 2000:

Section 1. Appointment. Michelle R. Swanson is hereby appointed as the Local Freedom of Information Officer and charged with all of the statutory duties prescribed by Sub. HB 2864 and set forth in Section 2.

Section 2. Duties. The Local Freedom of Information Officer or the officer's designee shall:

- a. prepare and provide educational materials and information concerning the open records act;
- b. be available to assist the Salina Airport Authority and members of the general public to resolve disputes relating to the open records act;
- c. respond to inquiries relating to the open records act;
- d. establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or otherwise make available to the public under the open records act. In establishing such requirements for the content of the brochure, the local freedom of information officer shall include plainly written basic information about the rights of a requestor, the responsibilities of a public agency, and the procedures for inspecting and obtaining a copy of public records under the open records act.

Attest:


John K. Vanier, II
Secretary


Pat Bolen
Vice Chairman



Salina Airport Authority
Salina Municipal Airport / Industrial Center

Request for Open Public Records



Contact Information:

Name of Requester (required):	Organization:
Street Address/PO Box:	City: State: Zip:
Daytime Phone:	Email Address:

(Response will be provided within three (3) full business days from the date of request)

RECORD FEES (To be completed by Record Custodian)

The Kansas Open Records Act authorized public agencies to charge reasonable fees (which may be requested in advance) for providing access to or furnishing copies of public records.

Retrieval Time: _____ Hours _____ Minutes **X** \$5.00 per 10 minutes = \$ _____

Duplication: _____ Pages **X** \$0.15 per page = \$ _____

Other (may include postage, data processing, etc.) at actual cost: _____ = \$ _____

TOTAL FEE DUE = \$ _____

(It is SAA's policy not to charge for retrieval time of less than 5 minutes or duplication of less than 10 pages)

YOUR COPY OF THIS FORM SHALL SERVE AS YOUR RECEIPT

RESULT OF RECORD REQUEST (To be completed by Record Custodian)

Was the Request Fulfilled? (please circle): **YES** / **NO** If "YES", date provided: _____

If "NO", reason for not providing request (please check):

- ☐ Request not in record form
- ☐ Request not specific enough
- ☐ Other (please specify)

- ☐ Record does not exist
- ☐ Record is closed per K.S.A 45-221
- ☐ Record restricted by Federal law, State statute, or Kansas Supreme Court decision

Signature

Date

Method of Receipt:

- ☐ I will pick up. Please contact me at the phone number/email address listed above when ready.
- ☐ Forward records to the address provided.
- ☐ Forward records to the email address provided.

Request: I request from the Salina Airport Authority the following records (please be specific):

Purpose: I request the records for the purpose of: (Optional)

I hereby declare that I do not intend to and will not:

- a) Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or
- b) Sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person who resides at any address listed.

Signature

Date



Code of Ethics Statement

Members of the Salina Airport Authority Board of Directors and Staff are entrusted to ensure that all Salina Regional Airport and Salina Airport Industrial Center stakeholders' interests are appropriately balanced, protected and preserved. This Code of Ethics Statement provides the principles that Salina Airport Authority Board Members and Staff are expected to adhere to and advocate. They embody rules regarding the responsibility of all board members and employees to the Salina Airport Authority, the public, and other stakeholders.

Members of the Salina Airport Authority Board of Directors and Staff will:

1. Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
2. Provide constituents with information that is accurate, complete, objective, relevant, timely, and understandable.
3. Comply with rules and regulations of federal, state and local governments, and other appropriate private and public regulatory agencies.
4. Act in good faith; responsibly; and with due care, competence, and diligence, without misrepresenting material facts or allowing one's independent judgment to be subordinated.
5. Respect the confidentiality of information acquired in the course of one's work, except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of one's work will not be used for personal advantage.
6. Share knowledge and maintain skills important and relevant to constituents' needs.
7. Proactively promote ethical behavior as a responsible partner among peers, in the work environment, and in the community.
8. Achieve responsible use of and control over all assets and resources employed or entrusted.
9. Salina Airport Authority executive management also acknowledge and adhere to the American Association of Airport Executives Code of Ethics in the performance of their duties.

By signing below, I agree to uphold all principles described in this Code of Ethics Statement during my role as a Salina Airport Authority Board of Directors or Staff Member.

Signature _____ **Date** _____



75-4301a. Governmental ethics applicable to local governmental subdivisions; definitions. As used in K.S.A. 75-4302a, 75-4303a, 75-4304, 75-4305 and 75-4306, and amendments thereto:

(a) "Substantial interest" means any of the following: (1) If an individual or an individual's spouse, either individually or collectively, has owned within the preceding 12 months a legal or equitable interest exceeding \$5,000 or 5% of any business, whichever is less, the individual has a substantial interest in that business.

(2) If an individual or an individual's spouse, either individually or collectively, has received during the preceding calendar year compensation which is or will be required to be included as taxable income on federal income tax returns of the individual and spouse in an aggregate amount of \$2,000 from any business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.

(3) If an individual or an individual's spouse, either individually or collectively, has received in the preceding 12 months, without reasonable and valuable consideration, goods or services having an aggregate value of \$500 or more from a business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.

(4) If an individual or an individual's spouse holds the position of officer, director, associate, partner or proprietor of any business, other than an organization exempt from federal taxation of corporations under section 501(c)(3), (4), (6), (7), (8), (10) or (19) of chapter 26 of the United States code, the individual has a substantial interest in that business, irrespective of the amount of compensation received by the individual or individual's spouse.

(5) If an individual or an individual's spouse receives compensation which is a portion or percentage of each separate fee or commission paid to a business or combination of businesses, the individual has a substantial interest in any client or customer who pays fees or commissions to the business or combination of businesses from which fees or commissions the individual or the individual's spouse, either individually or collectively, received an aggregate of \$2,000 or more in the preceding calendar year.

As used in this subsection, "client or customer" means a business or combination of businesses.

(b) "Business" means any corporation, association, partnership, proprietorship, trust, joint venture, and every other business interest, including ownership or use of land for income.

(c) "Local governmental employee" means any employee of any governmental subdivision or any of its agencies.

(d) "Local governmental officer" means any elected or appointed officer of any governmental subdivision or any of its agencies.

(e) "Candidate for local office" means any candidate for nomination or election to any elective office of a governmental subdivision.

(f) "Governmental subdivision" means any city, county, township, school district, drainage district or other governmental subdivision of the state having authority to receive or hold public moneys or funds.

(g) "Contracts" means agreements including but not limited to sales and conveyances of real and personal property and agreements for the performance of services.

(h) "Acts" means the exercise of power or authority or performance of any duty incident to public office or employment.

(i) "Compensation" means any money, thing of value or economic benefit conferred on, or received by, any person in return for services rendered, or to be rendered, by that person or another, but shall not mean nor include reimbursement of reasonable expenses if the reimbursement does not exceed the amount actually expended for the expenses and it is substantiated by an itemization of expenses.

(j) "Preceding calendar year" has its usual meaning, except that in the case of candidates and individuals newly appointed to office or employment, it means the 12 months immediately preceding a required filing date.

History: L. 1990, ch. 306, § 14; L. 1991, ch. 150, § 45; July 1.

75-4302a. Same; statement of substantial interests; individuals required to file; filing; rules and regulations; sample forms; disclosure if individual or spouse is officer of nonprofit corporation exempt from federal income taxes.

(a) The statement of substantial interests shall include all substantial interests of the individual making the statement.

(b) Statements of substantial interests shall be filed by the following individuals at the times specified:

(1) By a candidate for local office who becomes a candidate on or before the filing deadline for the office, not later than 10 days after the filing deadline, unless before that time the candidacy is officially declined or rejected.

(2) By a candidate for local office who becomes a candidate after the filing deadline for the office, within five days of becoming a candidate, unless within that period the candidacy is officially declined or rejected.

(3) By an individual appointed on or before April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of that year.

(4) By an individual appointed after April 30 of any year to fill a vacancy in an elective office of a governmental subdivision, within 15 days after the appointment.

(5) By any individual holding an elective office of a governmental subdivision, between April 15 and April 30, inclusive, of any year if, during the preceding calendar year, any change occurred in the individual's substantial interests.

(c) The statement of substantial interests required to be filed pursuant to this section shall be filed in the office where declarations of candidacy for the local governmental office sought or held by the individual are required to be filed.

(d) The governmental ethics commission shall adopt rules and regulations prescribing the form and the manner for filing the disclosures of substantial interests required by law. The commission shall provide samples of the form of the statement to each county election officer.

(e) If an individual or an individual's spouse holds the position of officer, director, associate, partner or proprietor in an organization exempt from federal taxation of corporations under section 501(c)

(3), (4), (6), (7), (8), (10) or (19) of chapter 26 of the United States code, the individual shall comply with all disclosure provisions of subsections (a), (b), (c) and (d) of this section notwithstanding the provisions of K.S.A. 75-4301, and amendments thereto, which provide that these individuals may not have a substantial interest in these corporations.

History: L. 1990, ch. 306, § 15; L. 1991, ch. 150, § 46; L. 1998, ch. 117, § 25; July 1.

75-4303a. Same; advisory opinions on interpretation or application of act; presumption of compliance with act; filing of opinions; administration of act, rules and regulations.

(a) The governmental ethics commission shall render advisory opinions on the interpretation or application of K.S.A. 75-4301a, 75-4302a, 75-4303a, 75-4304, 75-4305 and 75-4306, and amendments thereto. The opinions shall be rendered after receipt of a written request therefor by a local governmental officer or employee or by any person who has filed as a candidate for local office. Any person who requests and receives an advisory opinion and who acts in accordance with its provisions shall be presumed to have complied with the provisions of the general conflict of interests law. A copy of any advisory opinion rendered by the commission shall be filed by the commission in the office of the secretary of state, and any opinion so filed shall be open to public inspection. All requests for advisory opinions shall be directed to the secretary of state who shall notify the commission thereof.

(b) The governmental ethics commission shall administer K.S.A. 75-4301a, 75-4302a, 75-4303a, 75-4304, 75-4305 and 75-4306, and amendments thereto, and may adopt rules and regulations therefor.

History: L. 1974, ch. 396, § 1; L. 1981, ch. 171, § 47; L. 1990, ch. 306, § 16; L. 1991, ch. 150, § 42; L. 1998, ch. 117, § 26; July 1.

75-4304. Same; making or participating in certain contracts prohibited; exceptions; abstaining from action.

(a) No local governmental officer or employee shall, in the capacity of such an officer or employee, make or participate in the making of a contract with any person or business by which the officer or employee is employed or in whose business the officer or employee has a substantial interest.

(b) No person or business shall enter into any contract where any local governmental officer or employee, acting in that capacity, is a signatory to or a participant in the making of the contract and is employed by or has a substantial interest in the person or business.

(c) A local governmental officer or employee does not make or participate in the making of a contract if the officer or employee abstains from any action in regard to the contract.

(d) This section shall not apply to the following:

(1) Contracts let after competitive bidding has been advertised for by published notice; and

(2) contracts for property or services for which the price or rate is fixed by law.

(e) Any local governmental officer or employee who is convicted of violating this section shall forfeit the office or employment.

History: L. 1970, ch. 366, § 4; L. 1974, ch. 397, § 1; L. 1990, ch. 306, § 17; May 31.

75-4305. Same; filing of report of interest if statement of substantial interest not filed; abstaining from action.

(a) Any local governmental officer or employee who has not filed a disclosure of substantial interests shall, before acting upon any

matter which will affect any business in which the officer or employee has a substantial interest, file a written report of the nature of the interest with the county election officer of the county in which is located all or the largest geographical part of the officer's or employee's governmental subdivision.

(b) A local governmental officer or employee does not pass or act upon any matter if the officer or employee abstains from any action in regard to the matter.

History: L. 1970, ch. 366, § 5; L. 1974, ch. 397, § 2; L. 1990, ch. 306, § 18; May 31.

75-4306. Penalties for violations; severability. (a) Violation of K.S.A. 75-4304 or 75-4305, and amendments thereto, or failure to make any disclosure of substantial interests required by K.S.A. 75-4302a is a class B misdemeanor.

(b) If any clause, paragraph, subsection or section of this act is held invalid or unconstitutional it shall be conclusively presumed that the legislature would have enacted the remainder of this act without the invalid or unconstitutional clause, paragraph, subsection or section.

History: L. 1970, ch. 366, § 6; L. 1990, ch. 306, § 19; May 31.

75-4308. Oath required for public officers and employees.

Before entering upon the duties of his or her office or employment, each person to be employed by the state or any agency thereof or by any county, city or other municipality of the state including any school, college or university supported in whole or in part by public funds collected under any tax law of the state or any municipality thereof shall be required to subscribe in writing to the oath set out in K.S.A. 54-106.

History: L. 1968, ch. 106, § 1; July 1.

75-4309. Same; falsifying oaths or affirmations. All oaths or affirmations submitted hereunder shall subject the person who shall falsify them to the pains and penalties of perjury.

History: L. 1968, ch. 106, § 2; July 1.

75-4310. Oath required for public officers and employees; administering; filing.

Oaths required hereunder shall be administered before the officers and in the manner prescribed by K.S.A. 54-101, 54-102 and 54-103. All oaths administered under the provisions of this act shall be filed in writing with the governing body of the county, city or any municipality or such governing body's duly authorized agent, or in the case of public schools with the superintendent of any such school district, but in the case of the state or any agency thereof such oath shall be filed with the employing state agency. In the case of private schools receiving public moneys as defined in K.S.A. 75-4308, such oath shall be filed in the office of the chief administrative officer of such school, college or university.

History: L. 1968, ch. 106, § 3; L. 1983, ch. 294, § 1; April 14.

A RESOLUTION ESTABLISHING THE INVESTMENT POLICIES AND SECURITY REQUIREMENTS FOR THE INVESTMENT AND DEPOSITS OF ALL SAA FUNDS

BE IT RESOLVED, by the Board of Directors of the Salina Airport Authority that:

1. Depositories for SAA funds shall be designated annually by the Board of Directors.

2. All SAA designated depositories shall provide the security for said deposits as required by K.S.A. 9-1402.

3. SAA shall install internal control procedures to monitor compliance by all financial institutions of security requirements pursuant to K.S.A. 9-1402.

4. All SAA investments shall address liquidity, diversification, safety of principal, yield, maturity and quality, and capability of the investment management staff.

5. All SAA funds shall be invested in accordance with the policies set forth in this Resolution and pursuant to the provisions of K.S.A. 12-1675, as amended by Senate Bill No. 480.

6. All security purchases shall occur on a delivery versus payment basis.

7. All securities shall be perfected in the name of the SAA and shall be delivered to it or a third-party custodian which may be the State Treasurer.

8. Investment transactions shall only be conducted with the following, which are doing business within the State of Kansas, any state or national banks, state or federally chartered savings and loan associations, federal chartered savings banks; or with primary government securities dealers which report to the market report division of the Federal Reserve Bank of New York; or any broker-dealer which is registered in compliance with the requirements of Section 15C of the Security Exchange Act of 1934 and registered pursuant to K.S.A. 17-1254, and amendments thereto.

9. The SAA investment policy shall be reviewed and approved at least annually by the Board of Directors.

ADOPTED by the Board of Directors of the Salina Airport Authority this 10th day of June, 1992.

SALINA AIRPORT AUTHORITY

By Charles B. Roth
Chairman of the Board

17-12a411. Post registration requirements. (a) *Financial requirements.* Subject to section 15(i) of the securities exchange act of 1934 (15 U.S.C. § 78o(i)) or section 222 of the investment advisers act of 1940 (15 U.S.C. § 80b-18a), a rule adopted or order issued under this act may establish minimum financial requirements for broker-dealers registered or required to be registered under this act and investment advisers registered or required to be registered under this act.

(b) *Financial reports.* Subject to section 15(i) of the securities exchange act of 1934 (15 U.S.C. § 78o(i)) or section 222(b) of the investment advisers act of 1940 (15 U.S.C. § 80b-18a), a broker-dealer registered or required to be registered under this act and an investment adviser registered or required to be registered under this act shall file such financial reports as are required by a rule adopted or order issued under this act. If the information contained in a record filed under this subsection is or becomes inaccurate or incomplete in a material respect, the registrant shall promptly file a correcting amendment.

(c) *Recordkeeping.* Subject to section 15(i) of the securities exchange act of 1934 (15 U.S.C. § 78o(i)) or section 222 of the investment advisers act of 1940 (15 U.S.C. § 80b-18a):

(1) A broker-dealer registered or required to be registered under this act and an investment adviser registered or required to be registered under this act shall make and maintain the accounts, correspondence, memoranda, papers, books, and other records required by rule adopted or order issued under this act;

(2) broker-dealer records required to be maintained under paragraph (1) may be maintained in any form of data storage acceptable under section 17(a) of the securities exchange act of 1934 (15 U.S.C. § 78q(a)) if they are readily accessible to the administrator; and

(3) investment adviser records required to be maintained under paragraph (1) may be maintained in any form of data storage required by rule adopted or order issued under this act.

(d) *Audits or inspections.* The records of every person issuing or guaranteeing any securities subject to the provisions of this act and of every broker-dealer, agent, investment adviser or investment adviser representative registered or required to be registered under this act are subject to such reasonable periodic, special, or other audits or inspections by a representative of the administrator, within or without this state, as the administrator considers necessary or appropriate in the public interest and for the protection of investors. An audit or inspection may be made at any time and without prior notice. The administrator may copy, and remove for audit or inspection copies of, all records the administrator reasonably considers necessary or appropriate to conduct the audit or inspection. The administrator may assess a reasonable charge for conducting an audit or inspection under this subsection.

(e) *Custody and discretionary authority bond or insurance.* Subject to section 15(i) of the securities exchange act of 1934 (15 U.S.C. § 78o(i)) or section 222 of the investment advisers act of 1940 (15 U.S.C. § 80b-18a), a rule adopted or order issued under this act may require a broker-dealer or investment adviser that has custody of or discretionary authority over funds or securities of a customer or client to

obtain insurance or post a bond or other satisfactory form of security. The administrator may determine the requirements of the insurance, bond, or other satisfactory form of security. Insurance or a bond or other satisfactory form of security may not be required of a broker-dealer registered under this act whose net capital exceeds, or of an investment adviser registered under this act whose minimum financial requirements exceed, the amounts required by rule or order under this act. The insurance, bond, or other satisfactory form of security must permit an action by a person to enforce any liability on the insurance, bond, or other satisfactory form of security if instituted within the time limitations in K.S.A. 17-12a509(j)(2), and amendments thereto.

(f) *Requirements for custody.* Subject to section 15(i) of the securities exchange act of 1934 (15 U.S.C. § 78o(i)) or section 222 of the investment advisers act of 1940 (15 U.S.C. § 80b-18a), an agent may not have custody of funds or securities of a customer except under the supervision of a broker-dealer and an investment adviser representative may not have custody of funds or securities of a client except under the supervision of an investment adviser or a federal covered investment adviser. A rule adopted or order issued under this act may prohibit, limit, or impose conditions on a broker-dealer regarding custody of funds or securities of a customer and on an investment adviser regarding custody of securities or funds of a client.

(g) *Investment adviser brochure rule.* With respect to an investment adviser registered or required to be registered under this act, a rule adopted or order issued under this act may require that information or other record be furnished or disseminated to clients or prospective clients in this state as necessary or appropriate in the public interest and for the protection of investors and advisory clients.

(h) *Continuing education.* A rule adopted or order issued under this act may require an individual registered under K.S.A. 17-12a402 or 17-12a404, and amendments thereto, to participate in a continuing education program approved by the securities and exchange commission and administered by a self-regulatory organization or, in the absence of such a program, a rule adopted or order issued under this act may require continuing education for an individual registered under K.S.A. 17-12a404, and amendments thereto.

History: L. 2004, ch. 154, § 28; L. 2013, ch. 65, § 3; July 1.

Source or Prior Law:

17-1254, 17-1270.

MEMORANDUM

TO: Tim Rogers
FROM: L.O. Bengtson
DATE: June 2, 1992
RE: Investment of SAA Funds

I have now secured a copy of Senate Bill No. 480 which was passed by the last legislature. This bill amends various statutes pertaining to the investment of public monies by governmental subdivisions. K.S.A. 12-1675 controls the investment of public funds by governmental units. This section, as amended by Senate Bill No. 480, provides that any governmental entity may invest money which is not immediately required for the purposes for which the money was collected or received in the following investments:

1. Temporary notes or no fund warrants issued by such governmental unit;
2. Time deposits, open accounts, or CDs with maturities of not more than two years in commercial banks;
3. Time certificates of deposit with maturities of not more than two years in state or federally chartered savings and loan associations;
4. Repurchase agreements with commercial banks and savings and loans;
5. U.S. treasury bills or notes with maturities not exceeding two years;
6. Municipal investment pool;
7. Trust department of commercial banks.

All investments, other than those indicated in 1, 2, 3 and 4 above, can only be made if commercial banks or savings and loans will not make the investments authorized in 2 and 3 above available to the investing governmental unit at an interest rate equal to or greater than the "investment rate" as defined in subsection (1) of K.S.A. 74-4201.

If the governmental unit has a written Investment Policy which has been approved by pooled investment board, the maximum maturity for obligations issued or insured by U.S. Government shall be four years, except for mortgage-backed securities which shall have a maximum maturity of seven years and three months.

"Investment rate" means a rate which is the equivalent yield for U.S. Government securities having the maturity as published in the Wall Street Journal nearest the maturity date for equivalent securities.

All security purchases shall occur on a delivery versus payment basis.

All securities shall be perfected in the name of the investing governmental unit, and shall be delivered to the purchaser or a third-party custodian which may be the State Treasurer.

LOB/gfh

Salina Airport Authority Practices, Policies and Procedures

1. **Salaries.** Payment of the salaries of all employees shall be made by the executive director at such time and in such amounts provided for in the board approval annual SAA budget report. (Source: SAA Resolution, April 10, 1985)
2. **Professional Services.** The executive director is authorized to contract and make payment for professional services in those instances where the contract amount does not exceed \$7,500. Professional services shall include, but not be limited to, legal, accounting, engineering and similar type professional services. (Source: SAA Resolution, April 10, 1985)
3. **Administration Expenses.** Executive director shall be authorized to contract and pay for such services and items which are normally associated with the airport administration, including without limitation, airport promotion, association dues, subscriptions to professional magazines and journals, etc. (Source: SAA Resolution, April 10, 1985)
4. **Insurance.** Executive director shall secure such policies and pay all premiums necessary to provide or keep in force insurance and bond coverages which have been previously authorized or approved by the board of directors. (Source: SAA Resolution, April 10, 1985)
5. **Travel.** Executive director shall be authorized to approve and reimburse personnel for travel and other out-of-pocket expenses connected with their attendance at out of town functions on behalf of the Authority. (Source: SAA Resolution, April 10, 1985)
6. **Airport Maintenance.** Executive director is authorized to contract and make payment for all necessary maintenance to grounds, buildings, runways, taxiways, ramps, airport lighting, vehicles, snow removal and similar items as may be required to keep the airport facilities and equipment in a good state of repair; provided however, in the event that any one item exceeds the sum of \$15,000 no such repairs, except those of an emergency nature shall be made without prior board approval. (Source: SAA Resolution, April 10, 1985)
7. **Equipment Acquisition.** Executive director is authorized to contract and pay for minor equipment, small tools and supplies necessary for the day-to-day operations of the airport facilities. This shall include such items as hand tools, mowers, café equipment, office equipment and items of similar nature. Single items costing more than \$7,500 shall not be acquired without previous board approval. (Source: SAA Resolution, April 10, 1985)
8. **Federal and State Grant Disbursements.** Executive director is hereby authorized to approve and make payment of engineer's estimates and requisitions made pursuant to previous Board approved federal and state grant agreements and contracts. (Source:

SAA Resolution, April 10, 1985)

9. Bond Principal and Interest. Executive director is authorized to make payments of all interest and principal as it becomes due for any bonds issued by the Authority. (Source: SAA Resolution, April 10, 1985)
10. Bids or Proposals. Except in emergency situations, competitive bids or proposals should be requested prior to the purchase of equipment or the awarding of any contract for maintenance or capital improvements where the estimated cost thereof exceeds \$7,500. (Source: SAA Resolution, April 10, 1985)
11. Emergency Situations. Notwithstanding the above policies and procedures, the executive director is authorized to contract for such services and/or equipment as may be necessary to preserve and protect the property owned and controlled by the Authority or as might be necessary to maintain the operation of the runways in a safe condition. (Source: SAA Resolution, April 10, 1985)
12. Leases. Executive director is hereby authorized to negotiate and enter into leases for property owned by the Authority if the term of the lease is for less than one year. The Executive Director shall make a report to the board of directors of all such leases. (Source: SAA Resolution, April 10, 1985)
13. Facsimile Signatures. Facsimile signature stamps authorized by any officers and/or members of the board of directors shall be under the custody and control of the Executive Director and may be used only upon his direction; provided, however, in the event of the absence of the executive director he may designate a custodian thereof during his absence. (Source: SAA Resolution, April 10, 1985)
14. Contract Execution. The executive director is authorized to execute all board approved contracts for services, construction and equipment on behalf of the Authority. (Source: 2011 SAA Budget Report)
15. Aircraft Charter. The executive director is authorized to charter aircraft for the purpose of attending airport authority related meetings and functions. Airport Authority travel fund can also be used to reimburse the executive director for aircraft rental for Airport Authority related business activities, for up to ten (10) hours of dual instruction time per year and/or fuel expenses reimbursement for aircraft fuel expense not to exceed \$500. (Source: SAA Board Minutes, January 10, 1990)
16. Airshow and Events Policy. Individuals or organizations may make application to the Salina Airport Authority requesting the use of the Salina Municipal Airport for an air show or similar aviation or non aeronautical event. The applicant and the event shall be subject to the following fees and conditions:
 - a) Reimburse the Airport Authority for all its actual expenses for labor, equipment, services, security and other expenses incurred in connection with the use of Airport Authority facilities. Based upon the Airport Authority's

estimate, the applicant shall make a deposit of the estimated cost prior to find Airport Authority approval and execution of an event agreement.

- b) In addition, the applicant shall agree to pay to the Authority ten percent (10%) of its net profit derived from the sponsored event.
- c) The applicant shall agree to obtain liability and property damage insurance in the amount specified by the Authority. The Authority shall also concur with the insurance company selected by the applicant.
- d) The applicant shall enter into a written agreement with the Authority by the term of which it agrees to be responsible for providing all necessary facilities for the event, such as sanitation, security, traffic control and other responsibilities as determined by the Authority.
- e) The applicant must agree to clean the event area after the event and reimburse the Authority for any property damage.
- f) The applicant shall be required to submit a risk management plan to be approved by the Authority.

(Source: 1985 SAA Air Show Policy)

17. Ceremonial Resolutions. On behalf of the board of directors, the executive director is authorized to prepare ceremonial to recognize the performance and contributions of individuals and organization to the welfare of the Authority, City of Salina, Saline County and Kansas. (Source: 2011 SAA Budge Report)

18. Grant Applications. The executive director is authorized to prepare and submit local, state and federal grant applications on behalf of the Authority. All grant agreements are subject to board approval. (Source: 2011 SAA Budget Report)

NEW EMPLOYEE CHECKLIST

Employee:	Date:
Department:	Start date:
Supervisor:	First payroll:

DOCUMENTS REQUIRED PRIOR TO EMPLOYMENT

Employment application (SAA Form)
Authorization and Release to Obtain Information (SAA Form)
Copy of Driver's License
Copy of Auto Insurance
Social Media Policy (SAA Form) - signature required
Cell Phone Policy (SAA Form)
Job Description (Initials Required)
Direct Deposit Authorization Form (SAA Form)
Salina Airport Authority Oath (SAA Form)
Employee Handbook Receipt (SAA Form)
Employee's Withholding Allowance Certificate (Form W-9)
Kansas Employee's Withholding Allowance Certificate (Form K-4)
Employment Eligibility Form (Form I-9)
KPERS Report of Member Status (KPERS-7/99) SUBMIT ONLINE
Life Insurance Enrollment (City of Salina)
Employee Contact Form (SAA Form)
Code of Ethics (SAA Form)

DOCUMENTS OPTIONAL PRIOR TO EMPLOYMENT

Equal Employment Opportunity Survey (SAA Form)
Blue Cross Blue Shield Health Enrollment Form (City of Salina)
KPERS 457 Form
Flex Benefit Plan Enrollment (Keating & Associates)
Salina Area United Way Contribution Report
Health Club Allowance Policies and Procedures

ADMINISTRATIVE PROCEDURES

Schedule drug screen/physical to be completed BEFORE start date— Occupational Health Partners 785-823-8381
Submit to Kansas Department of Labor www.uitax.dol.ks.gov
Run MVR report eapps.iix.com/Login/login/jsp
Leadership Salina (August application)
News release
Schedule AOA Drivers Training ® Date: _____
Set up in QuickBooks
Assign employee badge number
Create timesheet record <i>F:\Public\MsOffice\Multi App. Folders\Employee Payroll & Records\TimeSheets</i>
Create outlook contact card and send to SAA managers
Add email address to SAA Employees, Reporting Points, and Newsletter distro lists (Contact Central)

ADMINISTRATIVE PROCEDURES CONTINUED			
	Set up direct deposit online www.sunflowerbank.com		
	SFB pre-notes testing		
	Create employee files (<i>personnel file, medical file, and training folder</i>)		
	Update Organizational Chart		
	Update AOA Driver's Guide		
	Update Emergency Phone Contact Listing		
	Update FOL SLN Employee Contact List		
	Scan documents and email/add to folder on server		
AIRPORT SECURITY			
	Individual Privacy Notice—provide individual Privacy Notice Regarding Collection of Biographic Data for Transmission to TSA— <i>Individual vetted acknowledge receipt of Privacy Notice by signature of notice and copy retained in SAA files</i>		
	Transportation Security Clearinghouse—Security Threat Assessment Form		
	Submit STA info online to TSC		
	Mail Fingerprints		
	Submit updated employee vetting spreadsheet— tsa.osa.pmb.aviation@tsa.dhs.gov		
	KBI Background Check— www.accesskansas.org		
REQUIRED TO BE ISSUED		ORIENTATION—MATERIAL	
Employee Badge		Employee Handbook	
Building Access Key		Airport Layout Plan (ALP)	
Gate Access Card		Reference Manual (CAFR/OPS)	
SAA Apparel		ACRP Airport Management Guide	
Locker Nameplate			
OPTIONAL TO BE ISSUED		ORIENTATION—TRAINING	
Corporate Credit Card		Drug Free Workplace	
Cell Phone		Sexual Harassment Policy	
Business Cards		Equal Employment Opportunity	
Sam's Club		Operations Training Plan	
AAAE Membership		SAA Firearm Training Area (signature required)	
COMPUTERS—HARDWARE AND SOFTWARE REVIEWS REQUIRED FOR ANTEN DIGICAST TRAINING			
		Email	
		Calendar	
		Microsoft Office system	
		Data on shared drives	
		Databases	
		Internet	
ARFF			
		Gmail Account	
		NOTAM Manager	
		ANTEN Digicast	
POSITION INFORMATION			
Introductions to team			
Review initial job assignments and training plans			
Review job description and performance expectations and standards			
Review job schedule and hours			
Review dress code			
Review payroll timing, time cards, and policies and procedures			
		Comments: _____ _____ _____ _____ _____ _____	

PREPARED BY: _____
 DATE: _____

PREPARED BY: _____
 DATE: _____

APPROVED BY: _____
 DATE: _____

EMPLOYEE TERMINATION CHECKLIST



Employee:	Date:
Department:	Term. date:
Supervisor:	Final payroll:

Each of the items listed below must be returned or completed upon termination, and before issuance of final paycheck.

RETURN	
SAA employee badge	
Gate card(s)	
Building Key(s) - GM	
Other SAA issued keys	
SAA coat/shirts	
Airport Uniforms	
Cell phone, charger, etc.	
Radio communication equipment	
Emergency vehicle permit	
Credit card(s)	
Laptop	

COMPLETE	
Exit interview	
Final timesheet	
Confidentiality agreement	
Termination form	
BENEFITS REVIEW	
KPERS (leaving KPERS form)	
Insurance (Cobra or Retiree Plan)	
ICMA	
AFLAC	
Keating & Associates	
Heath club reimbursement	
OTHER	
Vacation reconciliation	
Insurance premium reconciliation	

COMMENTS: _____

Admin Items	
	Remove from business accounts (authorized list)
	De-activate employee account in QuickBooks
	Delete payroll data on SFB website
	Remove from NOTAM Manager
	Notify City of Salina HR department
	Record termination date—KPERs webportal
	Record final contribution—KPERs webportal
	Remove user from network
	Remove email address from distro list
	Update eSecure flight spreadsheet
In-House Items	
	Organizational Chart
	AOA Drivers Training Guide
	Airport Certification Manual (ACM/AEP)
	Operations Reference Manual
	WHMP
	Authorization to Discharge Firearms
	FOL SLN Employee Contact List
	SAA website
	Name plaque
	Emergency Phone List
	Voicemail

**Notes*
 1. City of Salina HR department will mail COBRA or Retiree Insurance Packet via USPS via certified mail.
 2. Insurance expires the same month as termination date.

PREPARED BY: _____ **DATE:** _____

PREPARED BY: _____ **DATE:** _____

APPROVED BY: _____ **DATE:** _____

Name	
Appointment Dates	



NEW BOARD MEMBER CHECKLIST

1	Orientation Meeting
	Date _____ Time _____
2	Orientation Manual (electric copy only—update on SAA Website)
3	New Member Information Sheet
	Request Driver's License
	Request Bio
4	Oath of Office
5	Resolution approving depository institutions and officials authorized to sign
6	Web Site
	List of current board members
	List of prior board members
7	Letterhead
	Word Template
	PDF Version
	Archive old versions
8	Save electronic signature
9	New chair
	Review list of various committee/board assignments
10	Organizational Chart
11	Contact card to SAA Staff
12	Contact Central (adding new member and removing or recategorizing leaving member)
	Update board meeting notification distro list
	Update SAA Board of Directors distro list
13	Constant Contacts (adding new member and removing or recategorizing leaving member)
	Update SAA Board Member Group
	Move former board members to former board group
14	News release announcing new members/slate of offices to:
	City—Holly McKain—holly.mckain@salina.org
	Chamber—Delta Bryant—dbryant@salinakansas.org
15	Name plates (outside executive offices)

PREPARED BY: _____ DATE: _____

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Monthly Interim Financial Statement Checklist Items **Month** _____ **Year** _____

1	Bank Recons
	SFB-Cash Mgmt
	SFB-Echo
	SFB-Debt Service Fund
	SFB-Grant Match
	UMB-MM
	KMIP-2019-A Series
	KMIP-2019-B Series
	KMIP-2019-I Temp Notes
1a	Review outstanding checks/deposits
1b	Make KMIP transfers
2	All utility invoices entered
3	Finance Charges
4	Turn acct.no. system off
5	Generate Recurring Entries
6	Check Multi-Serve Account; receive payments and deposits
7	Calculate and make entries for unearned rental income (do not include allowance for uncollectibles if credit balance; this should equal balance in unearned -offset)
	Monthly ajes
8	Equity aje - Invested in capital assets net of related debt
9	Record Ci/Co Grant income/expenditures for Air Servie
10	Generate Memorized Reports
	i. Statement of Net Position
	ii. Profit & Loss Budget Performance
	iii. Profit & Loss Prev Year comparision
	iv. Capital Budget
	v. Capital Detail
	vi. Sales by customer chart
	vii. Sales by item chart
11	Add footnotes to pdf files (create/update template)
	Red numbers for tracking during board meeting commentary; footnote re: mill levy receivable
12	Review open purchase orders
13	Close period - year end
14	Review monthly journal entries and print list for XD approval
15	Distribute full set of monthly reports to Exec. Dir, Ops Manager
16	Distribute promotional budget and special events expense reports to Mkt. Specialist
17	Distribute operation expense reports to team leaders
18	Print off any vouchers with changes on account coding
19	Turn acct.no. system back on

RFRS

1	AIP
2	KAIP

Reports

1	Report of Bond Fund Current Month payables and to-date fund analysis
2	Monthly FBO Fuel report comparison / verification of flowage to meter reports (obtain totalizer values from KB)
	Review with Mgrs at meeting and present quarterly to the board and finance committee
3	Quarterly - OT report to Mgrs.
4	Sales tax return - quarterly until Jan 2014
5	State Unemployment Return
6	Federal withholding Return (IRS 941)
7	Quarterly - payroll check-holiday pay, vacation & sick - provide to KB to check against scheduled PTO
8	Payroll audit - 1 employee per quarter - employee verification of time card against time paid
9	Quarterly Open FAA AIP Grant Reports
10	Review prepaid expense accounts
11	Travel Expense Report -XD - Treasurer
12	Travel Expense Report - Others to Tim
13	Quarterly - 10 year P&L Report for Board meeting
14	KPERS quarterly review
15	Update leasing scorecard
16	Update prospect spreadsheet
17	FOL Economic Impact (military and other government/agency)

Board Memo/Meeting

1	Include report on short-term leasing in agenda packet memo
2	Include report on any budget adjustments in agenda packet memo
3	Send Marketing/Public Affairs financial reports for Board meeting ppoint
4	Photos/Videos for Fin Comm meeting; significant expenditures
5	Finance Committee Agenda

FORMATTING

Export all reports to Excel
 SNP - 75%, .75 L/R margins; .5 T/B margins; center horizontally;
 P&L Budget Performance 80% scale; L/R margins .45; T/B margins .5; Pg break @mx exp
 Print to PDFs
 For page number in pdfs, add a footer, memorized reports in QB generally have page numbers turned off

F:\Public\MsOffice\Excel\Accounting Worksheets\Checklist for Monthly Interim Financial Statements and recurring financial activities.xls

Prepared By:

Reviewed By:

Date:

Date:

Finance and Administration Year-End Checklist

YEAR:



1	W-2's (SS)
	Including information related to TR vehicle allowance (nonaccountable plan)
	Including information related to life insurance benefits (KPERS benefit equal to 150% of the higher of a members current annual rate of compensation, or pervious 12 months salary
	Life insurance equal to employee's annual base salary
	Health club membership reimbursements (KW)
	Health insurance benefit information - employee/employer shares (KW)
	Tuition reimbursment
	Reporting detailing amount paid for each employee for med insurance to SS for W2 reporting (KW)
	Documents to Woods & Durham on
2	1099's (SS)
	E-File with Intuit online - use 1099 wizard in QuickBooks. Will need envelopes
3	Final 941 (SS)
4	Other tax returns and filing (sales, unemployment, avgas) (SS)
5	Accounting worksheets (SS)
	Capital asset detail work for depreciation calculation
	Long-term debt interest expense and accrual worksheet
	Finance lease worksheets
	Bond issue costs worksheets
	Accrued wages
	Property tax accruals
	Prepaid insurance
	Prepaid dues
	Mill levy
	KPERS Net Pension Liability (Actuarial valuation reports needed for calculations are available on the KPERS web portal)
	KPERS OPEB (Actuarial valuation reports needed for calculations are available on the KPERS web portal)
6	Payroll Calendar (JM)
	Distribute to all employees
	Add holidays to outlook calendars
7	Executive Answering Service Updates (JM) csr@executive-answering.com
	Updated emergency phone list - distribute to management
	Send on-call schedule to answering service
	Send holiday schedule to answering service
8	Audit Petty Cash - 12/31 (KW)
	Must be at \$50 on 12/31
9	New auto insurance ID cards to DS to distribute (JM)
10	Depreciation calculation and yearly book (SS)
11	Calculate recurring entries (SS)
	Enter recurring charges
12	Enter upcoming year budget in accounting system (KW)
	Complete following January board meeting and final action on budget
13	Update documents with rates and charges (JM)
	Key agreement form
	Conference Room Form
	PPR Form
14	Distrinute new rates/charges (JM)
	Website (t-hangar rates and base fees)
	DS, Manager of Operations
	AvFlight
	Schilling Aviation
	1 Vision Aviation
	LifeSave

	Update self-reporting AvFlight reporting form hangar rental transient AC storage. Then provide to AvFlight.
15	Assign numbers to capital chart of accounts (SS)
16	Create Vendor Files (JM)
17	Create files for taxes, payroll liabilities, etc. (JM) "NAME 20XX"
	AFLAC (Incoming year)
	Kansas Employment Security Fund (incoming year)
	Kansas Public Employees Retirement (incoming year)
	Kansas Department of Revenue (incoming year)
	Internal Revenue Service (incoming year)
	KPERS 457 (incoming year)
	W-2's (year ending)
	1099's Sent (year ending)
	1099's Received (year ending)
	Reading Fild (year ending)
	ACH Payments (year ending)
	SFB Bank Statements (year ending)
	UMB Bank Statements (year ending)
	KMIP Bank Statements (year ending)
	Jan - June Payroll (year ending)
	July - Dec Payroll (year ending)
	Administrative timesheets (year ending) place colored paper between each employee
	Maintenance timesheets (year ending) place colored paper between each employee
	Staff meeting minutes
	Checkpoint operating procedures Jan - June / July - Dec
	(incoming year) Payables / Recievables (monthly)
18	Create Financial Statements notebook for SS (JM)
19	Update Labor Law Posters - Shop and SAA Admin Office - KSDOL.gov (JM)
20	Update / Ensure current COI on server and in QuickBooks (different for t-hangar tenants & storage igloo
21	Adjust parol rates in system (KW)
	Adjust KPERS Rates in system
22	Update KPERS years of service and retirement report after annual report receipt in March (KW)
	Confirm data with annual KPERS Summary F:\Public\MsOffice\MultiApplication Folders\Employee Payroll and Records\Retirement
23	Update National Based Aircraft Online Repository (KW) DUE DECEMBER 28th
	Update and verify data with based aircraft report
	Complete online - www.basedaircraft.com
24	Airport Activity - Year End (KW)
	SLN total fuel flowage (prior and current year comparison)
	Fuel delivered at SLN (Avgas/JetA comparison)
	Distribute self-fuel reporting forms
	SLN fuel flowage analysis (civilian and military - 10 year comparison)
	Total operations and fuel flowage at selected KS airports
25	Reporting Glycol (JM)
	Update glycol use spreadsheet
	Send AvFlight and SkyWest a request to fill out glycol report: F:\Public\MsOffice\Multi Application Folders\AA\Year-End Glycol Reports
26	Check commission for all commission-based tenants-ensure full year reporting (JM)
27	GSA SF 269 Financial Report - requirement of TSA/LEO reimbursement grant (SS)
28	Ensure all prior year Board Meeting Minutes signed and sealed (JM)
29	SFB pledge securities file (JM)
	Ensure reports from all 12 months
	Scan and store all reports older than 2 years on server, shred original after saved
30	Lease checklist items - anything outstanding (SS)
31	Year end payroll adjustments (KW)
32	Wage and salary adjustments (KW)
	Send salaries to Jennifer, City of Salina, for life insurance premiums
33	Review of Economic Development Agreements (XD)
34	Check IRS mileage rates and update forms (JM)
35	Pay attention to Dec payables - items should be recorded as such and not on incoming year (KW/JM)

	36	Ensure Jan health insurance premiums, if paid in Dec., show up in prepaids/issue each year (KW)
	37	Monthly staff meeting minutes (JM)
	38	DBE program year-end tabulation and reporting - December 1st (SS)
	39	AR credit postings - confirms (KW)
	40	Print off year end Operations checklist and give to KW to distribute (JM)
	41	City annual report - due 1/31 (SS)
RISK MANAGEMENT		
	1	Events calendar to James Charlesworth and Lockton (JM)
AV-FLIGHT LEASE		
	1	Minimum fuel quantity per the 12/18/13 AvFlight lease para 22.2.1 - If AvFlight does not deliver the minimum quantity of 1,250,000 gallons of fuel for the calander year, the SAA may be written notice require AvFlight as a continuation of their lease, to pay the supplemental fuel flowage fee for that calendar year equal to the amount which, when added to the fuel flowage fees already paid by AvFlight, will equal the fuel flowage fees that would have been payable for that year had AvFlight sold and delivered the minimum quantity.

PREPARED BY: _____

DATE: _____

PREPARED BY: _____

DATE: _____

Operations Year-End Checklist

YEAR: _____



1	USDA Wildlife Mitigation Report (Deadline 12/31)
	Replace new permit in ACM
2	Update Ops Reference Manual
3	Renew State of Kansas Deer Population Control Permit for Municipalities (Deadline 12/31)
	Ensure registration is under Tim Rogers
	Update State of Kansas Deer Control Permit authorized DA's and Collection and Disposal: "F:\Public\MsOffice\Multi Application Folders\Operations\Wildlife 4 Mitigation\Permits\2018\State\2018ControlPermitAuthorization.doc"
5	Renew State of Kansas Airport Nuisance Wildlife Control Permit (Deadline 12/31)
	Include nuisance wildlife control activity report
6	Review City of Salina / SAA Mutual Aid Agreement
	Review list of employees with vehicle operating permit update and ensure adequate training has been or will be
7	schedules (TR, KB, DS)
8	Update 5010 Form - http://www.gcr1.com/5010web/
	Review Flight Service Notice to Airmen Authorization Form - "Z:\ARFF forms\Forms\Notice to Airmen Authorization 9 Forms\NOTAM Authorization Form - Fillable.pdf"
10	Update information on Airport Data Sites (KB will check 5010 and update with M. Cozad if needed)
	Airportdata.com (AC-U-KWIK)
	Airnav.com
	Aopa.org
11	Once updates complete, verify information on the following airport data sites:
	Aviationweather.gov
	Airportjournals.com
	All government websites
	Duats.com and app
	Facebook.com
	Flightaware.com
	Fltplan.com
	Foreflight.com
	Garminpilot
	Log Ten Pro
	Mapquest.com
	Myradar.com
	Socialflight.com
	Sporty's apps
	Weather.gov
	Wing x Pro 7
12	Check street name changes on the following:
	Tom-tom
	Google maps
	Garmin

PREPARED BY: _____

DATE: _____

PREPARED BY: _____

DATE: _____

PREPARED BY: _____

DATE: _____

Tenant:	
Leasehold:	
Term:	
Date:	



LEASE CHECKLIST

By

	1	Commercial business license	
	2	Incentives review	
	3	Create scan PDF file of entire agreement (bookmark at maintenance section)	
	4	Send PDF to Greg Bengtson	
	5	Save PDF to multi/Legal Contracts/"applicable tenant's lease file"	
	6	Save to ARFF Drive/Legal Contracts	
	7	Pull corporate information from ks.gov	
	8	Incentives finalized	
	9	Executed agreement	
	10	Lease exhibit	
	11	Provide tenant exhibit depicting recommended storm/tornado shelter within leased facility	
	12	Provide tenant general information regarding severe weather safety	
	13	Transmit executed agreement to lessee	
	14	Proof of insurance	
	15	Added to SAA insurance if applicable	
	16	Re-calculated insurable values	
	17	Set up in tickler file (SS)	
	18	Set up account in QuickBooks	
	19	If short-term contract, set up QB inventory item as necessary to credit short-term rents line item	
		Item	
		Memorized Transaction	
	20	Security deposit received	
	21	Add/change newsletter mailing list and economic impact database	
	22	Add to New Leases of Year Audit List multi/legal/new leases list	
	23	Update Property Management System	
	24	Commercial property calculation—set up on tickler	
	25	Worker's comp waiver if applicable	
	26	Facility keys	
	27	Utilities	
	28	Update database for any applicable required HVAC maintenance inspection notifications	
	29	Prepare and record applicable FASB 87 entries and update schedules and F/S footnotes	
Airfield Tenant or Subtenant			
	1	Calculate economic impact and update appropriate spreadsheets	
	2	Archive email	
	3	Provide James Charlesworth and insurance agent the total annual rental income (business income insurance)	
	4	Remit payment to broker(s)	
	5	Set up recurring accounting entry for broker commission	
	6	Submit fully executed lease agreement to brokers	
	7	Notify insurance broker (if vacant, can move coverage from ACV to RCV)	
	8	Obtain and enter aircraft in National Based Aircraft online repository	
	9	Review building maintenance clauses with Facilities and Operations	
	10	Update Scorecard	
Special Events			
	1	Request a copy of State of Kansas Sales Tax Cert—If not available contact KDOR for packet	
	2	Notify vendor that certificate must be displayed in the window	
	3	Notify KDOR of vendor and event	

Public Relations		
	1	Update website
	2	Add to Business/Organizations Listing
	3	Obtain a high resolution logo
	4	Add relevant contacts to SAA newsletter/Reporting Points distro lists in Constant Contacts
	5	Social media assistance
	6	Press release

Check		
	1	Added/revised late fee clause to lease
	2	Acct. system procedure for applying appropriate late fee
	3	Added/revised applicable CPI clause

CPI Checklist		
	1	Tenant notification letter
	2	Update QuickBooks memorized transaction
	3	Update QuickBooks item
	4	Check status of insurance
	5	Update lease tickler

PREPARED BY: _____
 DATE: _____

PREPARED BY: _____
 DATE: _____

APPROVED BY: _____
 DATE: _____

Hangar Number	
Effective Date	



NEW T-HANGAR TENANT CHECKLIST

1 Tenant			
	Name		City, State, Zip
	Business Name		Home Phone
	Address		Cell Phone
	Billing Address		Email
2 Aircraft			
	Make		Model
	N-Number		
3 Required Verification			
	Driver's License and/or Pilot's License		
	Certificate of Liability Insurance (aircraft coverage)		
	Copy of Automobile Insurance Coverage		
4 Documentation			
	Aircraft Information Request Form (to be completed by tenant)		
	Gate Access Card Application		
	Building Key Agreement for Hangars P-9, P-30, P-31, P-32		
	Create New Lease Agreement <i>F:\Public\MsOffice\Multi Application Folders\Legal Contracts\Lease Agreements\T-Hangar Agreements\Forms "Base Lease Agreement\2017-REVISED" Save as: (Hangar No Last Name, First Initial.)</i>		
	Verify N Number and Attach to Lease http://registry.faa.gov/aircraftinquiry/NNum_Inquiry.aspx		
5 Administration Items to be Completed			
	Create customer account in QuickBooks		
	Add contact to Reporting Points & Newsletter in Contact Central		
	Set up memorized transaction		
	Edit Hangar Waiting List and Access Database <i>F:\Public\MsOffice\Excel\Reports "Hangar Waiting List" / F:\Public\MsOffice\Access "T-Hangar Tenants"</i>		
	Edit Based Aircraft Report <i>F:\Public\MsOffice\Excel\Reports\Based Aircraft "Based Aircraft Report"</i>		
6 Schedule AOA Drivers Training Course			
	Date		
7 Informative Packet Contents for Tenant			
	Fully Executed Lease Agreement		SKW Schedule
	AOA Driver's Guide		FAA AOA—Airport Vehicle Ops Safety Guide
	SLN Rules and Regulations		SLN Runway Safety Information—April 2006
	FAR Part 43 Document		Other

PREPARED BY: _____ DATE: _____

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Address:	
Date:	



Property Acquisition Checklist

	1	Draft Agreement
	2	Appraisal
	3	Legal Review
	4	Establish Closing Date
	5	Executed Agreement
	6	Escrow Agent
	7	Closing Statement
	8	Deed
	9	Record Deed – Register of Deeds
	10	Add to Insurance Schedule
	11	Re-calculated Insurable Values
	12	Set up Account In QuickBooks—Capital
	13	Establish Building Number
	14	Add to Property Management System
	15	Update Exhibit on Property Map and Tables
	16	Commercial Property Calculation—Set up on Tickler
	17	Facility Keys
	18	Utilities

PREPARED BY: _____ DATE: _____

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Tenant:	
Building:	
Phone Number:	
Termination Date:	



Termination notice received on ____ / ____ / ____ by _____.

Notice was received from _____ via _____.

Effective date _____

LEASE CLOSEOUT CHECKLIST

By

1	Balance/refund Due _____	
2	Account balance settled	
3	Security deposit returned via _____ Check number _____	
4	Revert QuickBooks account item to building rents, long term	
5	Move legal contracts to archive file	
6	Archive close out email	
7	Delete memorized transaction	
8	Inactivate customer once account settled	
9	Update lease tickler and revenue spreadsheet	
10	Remove applicable GASB 87 entries and update schedules and F/S footnotes	
11	Transfer utilities	
12	Gate card returned	
13	Keys returned	
14	Address property insurance issues/changes	
15	Site restoration	
16	Remove from the Property management system—F:/Public/MsOffice/Access/SAA property Management System/SAA Property Mgmt 2000	
17	Remove from website	
18	Thank you note	

PREPARED BY: _____ DATE: _____

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 1: Activities Allowed or Unallowed

Understanding of Internal Control	Tests of Controls
<p>Control Environment - The SAA Admin. Staff is aware of the allowability or non-allowability of transactions and activities for inclusion in the Airport Improvement Program. The AIP Handbook (Order 5100.38A) as provided by the FAA is a reference used</p>	
<p>to ensure our compliance. The grant agreement and contract specifications also disclosure what transactions are eligible.</p>	
<p>Risk Assessment - If unallowable transactions are processed, the SAA would be liable for the entire amount of such transactions and would be required to reimburse the FAA's 95% contribution.</p>	
<p>Control Activities - Each invoice related to an AIP project is reviewed to determine eligibility and only eligible expenses are included using Request for Reimbursement Form No. SF-271</p>	
<p>Information and Communication - The SAA states its internal control policy in its Comprehensive Annual Financial Report.</p>	
<p>Monitoring-All costs charged to a project are reviewed by the Executive Director and Mgr. of Admin. & Finance</p>	

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 2: Equipment and Real Property Management

Understanding of Internal Control	Tests of Controls
<p>Control Environment-the SAA Admin. Staff is aware of Airport Sponsor Assurance No. 31 as established by the Federal Aviation Administration. The SAA is also aware that certain assurances must be made as a condition of approval of a grant application.</p>	
<p>The set of assurances are utilized by the airport in requesting funds for airport development, airport planning and noise compatibility purposes. The SAA is aware that Assurance No. 31 describes the requirements and stipulations on the disposal of</p>	
<p>land that was acquired with federal funds. The SAA is cognitive of the stipulations and procedures for disposing of equipment purchased with Federal Funds.</p>	
<p>Risk Assessment-Failure to comply with grant conditions may result in suspension or termination of the grant and may negatively affect the ability to receive subsequent federal funds.</p>	
<p>Control Activities-The SAA follows the guidelines for equipment disposal as set forth in the AIP Handbook, Order 5100.38A, Section 7, Par 561. In addition, the SAA adheres to Airport Sponsor Assurance No. 31 relating to the disposal of land.</p>	
<p>Information and Communication-SAA Executive Director insures that appropriate staff members are aware of the requirements of laws, regulations, contracts and grants applicable to federal programs. The SAA states its internal control policy in its CAFR.</p>	
<p>Monitoring-All property and equipment transactions are reviewed and approved by the Executive Director.</p>	

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 3: Matching, Level of Effort, Earmarking

Understanding of Internal Control	Tests of Controls
Control Environment - The SAA is aware the Federal Share of costs associated with Industrial Airport Planning and Airport Develop is 95% for the size of our airport.	
Risk Assessment - If the SAA's request for reimbursement exceeded the 95%, the SAA would be liable for the amount of such excess and would be required to reimburse the FAA. This would also negatively affect the SAA's ability to receive subsequent funding.	
Control Activities -The SAA uses due diligence to ensure the accuracy of the project application. Section B of Part III of FAA Form 5100-100 contains the information necessary to determine the Federal share of the project.	
Information and Communication --SAA Executive Director insures that appropriate staff members are aware of the requirements of laws, regulations, contracts and grants applicable to federal programs. The SAA states its internal control policy in its CAFR	
Monitoring -Exec. Director and Mgr. of Admin. & Finance review and approve all grant applications and requests for reimbursements.	

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 4: Financial Reporting

Understanding of Internal Control	Tests of Controls
Control Environment -the SAA ensures the Outlay Report and Request for Reimbursement, FAA Form SF-271, is prepared to request progress or final payment for construction projects.	
The SAA is required to submit the original plus two copies of the SF-271 to the FAA Field Office. After approval by the field office, the original and a copy must be sent to the regional accounting office.	
Risk Assessment -By not adhering to the RFR procedures, the SAA would not receive the grant payments.	
Control Activities -The SAA uses due diligence to ensure the accuracy of the SF-271.	
Information and Communication -SAA Executive Director insures that appropriate staff members are aware of the requirements of laws, regulations, contracts and grants applicable to federal programs. The SAA states its internal control policy in its CAFR	
Monitoring -The Executive Director and Mgr. Admin. and Finance must review and approval all Outlay Report and Request for Reimbursement Forms prior to submittal to the field and regional accounting offices.	

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 5: Revenue Diversion

Understanding of Internal Control	Tests of Controls
Control Environment -the SAA follows the Federal Aviation Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696 dated Feb, 16, 1999).	
Risk Assessment -FAA's administrative enforcement process (FAR Part 16) includes actions against airports alleging violation of the revenue use restrictions. If a violation is determined, FAA can withhold future airport grants, withhold approval of any	
increase in past grants, withhold payments under existing grants and withhold approval of any new PFC application. The FAA can also file suit in a U.S. District Court and can withhold Federal transportation funds if the airport fails to reimburse the	
airport for revenue diversion violations.	
Control Activities -Executive Director ensures that appropriate staff members are aware of the FAA policies and procedures on the utilization of airport revenue. Administrative Asst. codes all invoices for payment and presents to SAA officer	
for approval to pay. At that point, the AA prepares the checks for vendor payment for another SAA officer to sign, meeting the requirements of dual control.	
Information and Communication -The SAA states its internal control policy in its CAFR.	
Monitoring -Mgr. of Admin. & Finance reviews and approve all invoices prior to payment to ensure that airport revenues are used for airport purposes.	

Internal Control System for Federal Award Program

Required Compliance Testing Activity No. 6: Davis Bacon

Understanding of Internal Control	Tests of Controls
Control Environment -The SAA is aware that AIP contracts need to include a provision for compliance with the Davis Bacon Act (40 USC 276a to a-7) and the Dept. of Labor implement regulations (29 CFR Part 5).	
Risk Assessment -In the event the SAA, the contractor, or the subcontractor does not take prompt action to correct any labor violations, the SAA shall be informed that the amount of the underpayments will be withheld from the next partial payment, and all	
future grant payments may be suspended pending satisfactory correction of the violations.	
Control Activities -The SAA receives copies and reviews the certified payroll records for every contractor and subcontractor.	
Information and Communication -The SAA places a copy of the current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.	
Monitoring -The SAA Operations Director conducts periodic contractor and subcontractor employee interviews for testing of compliance with the Davis Bacon Act.	

Salina Economic Development Organization, Inc.

Information and Facts

- **The SCEDO, Inc.**
 - is a Kansas not for profit corporation (effective November 30, 2015)
 - The organization is organized to promote and support economic development for the benefit of all citizens of Saline County
 - The SCEDO is tax-exempt pursuant to Section 501(c)(6) of the IRS Code of 1986
- **SCEDO purposes**
 - To recruit industrial, retail and other businesses to Saline County
 - To encourage and support entrepreneurship and business development in Saline County
 - To create and utilize economic development metrics and indicators
 - To conduct related economic development research
 - To conduct marketing and foster communication with targeted businesses and industries
- **Restrictions**
 - Limited to IRS Code Section 501(c)(6) activities
 - No compensation to directors
 - No political activity
- **SCEDO Members (Founding)**
 - City of Salina
 - Salina Airport Authority
 - Saline County
 - Salina Area Chamber of Commerce
- **Members Powers**
 - Select and remove appointees to the SCEDO board of directors
 - No voting rights
- **SCEDO Directors**
 - Responsible for the management of the business and affairs of the SCEDO
 - Nine (9) person board
 - Selected by the Members
 - Staggered terms
 - Initial charge #1 – executive director search
 - Initial charge #2 – adopt an annual budget
- **Three – Year Funding Model**
 - Member funding shall be based upon a three (3) year funding model
 - Initial Member contributions are for 2016 thru 2018
 - Subsequent funding to be set for three-year funding cycles
 - On or before May 15, 2018 the Members will consider the “Three-Year Proposed Program of Work and Budget” for the 2019-2021 three year funding cycle.
 - The Members Agreement provides for failure to provide financial support to the SCEDO

- **Strategic Plan**
 - After hiring an executive director, the SCEDO will develop and adopt a three (3) year strategic plan
 - The plan shall be based on local economic conditions
 - List all goals, desired outcomes, initiatives, strategies and related measurable metrics
 - List all anticipated operational and capital needs
- **Annual Financial Report**
 - The SCEDO will submit to the Members on or before March 1st of each year an annual financial report for the preceding calendar fiscal year
- **Bylaws**
 - SCEDO is subject to the Kansas Open Meetings Act
 - A SCEDO board quorum is five (5) board members
 - Officers – president, vice-president, secretary, treasurer
 - The SCEDO may designate its office location

Salina-Saline County Economic Development
Roles, duties and responsibilities

	City	County	SAA	Chamber	EDO
Industry and business recruitment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business retention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Existing business expansion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business recruitment - retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workforce and labor development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community development and community place marking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tourism and hospitality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Entrepreneurship and early stage (stages 2-4) business development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Small business start ups via Project Open	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economic development metrics economic indicators and research	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Targeted business and industry marketing and communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community perception and image	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air service retention and development	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Prepared by:

Tim Rogers, A.A.E.
Executive Director
Salina Airport Authority
August 29, 2016

**SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

among

**CITY OF SALINA, KANSAS;
BOARD OF COUNTY COMMISSIONERS OF SALINE COUNTY, KANSAS;
SALINA AIRPORT AUTHORITY;
and
SALINA AREA CHAMBER OF COMMERCE**

for

Forming and Maintaining an Economic Development Organization

This Members Agreement ("this Agreement") dated effective November 17, 2015, is entered into among the **City of Salina, Kansas**, a Kansas municipal corporation ("City"); the **Board of County Commissioners of Saline County, Kansas** ("County"); the **Salina Airport Authority**, a public corporation established pursuant to K.S.A. 27-317, *et seq.* ("Authority"); and the **Salina Area Chamber of Commerce**, a Kansas not-for-profit corporation ("Chamber"); collectively referred to as the "Members."

Recitals

A. The Members acknowledge that local economic vitality and the resulting quality employment opportunities are critical to the health, safety, and welfare of the Salina area community.

B. The Members also acknowledge the mutually reliant roles of the public and private sectors in enhancing the prospects for sustained economic growth and development.

C. The community, through the work of the Economic Development Organization Working Group appointed by the Salina City Commission (the "EDO Working Group"), has identified certain economic development functions best served through the formation and maintenance by the Members of an economic development organization.

D. The Members intend, through this Agreement, to provide for the formation and maintenance of an economic development organization in the form of a Kansas not-for-profit corporation to be known as Salina Community Economic Development Organization, Inc.

THE MEMBERS, therefore, agree and covenant:

1. Roles and Responsibilities to be Served. Based upon the work and conclusions of the EDO Working Group, the following economic development roles and responsibilities can be best performed by an economic development organization formed by the Members:

1.1. Business Recruitment. To recruit industrial, retail, and other businesses to Saline County, Kansas;

1.2. Entrepreneurship. To encourage and support entrepreneurship and business development in Saline County, Kansas;

1.3. Metrics. To create and utilize economic development metrics and indicators;

1.4. Research. To perform economic development research; and

1.5. Marketing. To conduct marketing and foster communication with targeted businesses and industries.

2. Precondition and Duration. The respective obligations of each of the Members under this Agreement are preconditioned upon and shall commence effective upon execution of this Agreement by all of the Members. This Agreement shall remain in effect for so long as the economic development organization to be formed pursuant to this Agreement continues to exist and to function as anticipated by this Agreement, subject to amendment under Section 23 or termination under Section 24 below.

3. Formation of Kansas not-for-profit corporation. The economic development roles and responsibilities outlined above can be best served by forming and maintaining a not-for-profit Kansas corporation to be known as Salina Community Economic Development Organization, Inc. (the "Corporation"). The Members approve the Articles of Incorporation attached and incorporated as Exhibit A and the Bylaws attached and Incorporated as Exhibit B. The Members authorize and direct their respective board chairs (a) to execute the Articles of Incorporation and cause them to be filed with the office of the Kansas secretary of state, and (b) to execute the Bylaws.

4. Appointment of Board of Directors. Upon formation of the Corporation and approval of the Bylaws by the Members, each Member, by the process of its choice, shall promptly appoint its respective number of directors to serve on the board of directors of the Corporation (the "Board"), as governed by Article 6 of the Bylaws.

5. Staggered Terms. In order to commence the staggered terms called for in Section 6.4 of the Bylaws, the City shall make initial board appointments of one (1), two (2) and three (3) year terms. Among those Members making two (2) board appointments, one Member shall make initial appointments of two (2) and three (3) year terms; one Member shall make

initial appointments of one (1) and three (3) year terms; and one Member shall make initial appointments of one (1) and (2) year terms. Those Members making two appointments will draw lots to determine the order of selection of each Member's preferred combination of initial terms.

6. **Organizational Meeting of the Board.** Each Member shall appoint and qualify its appointees to the Board by December 15, 2015, to allow for scheduling the organizational meeting of the Board within 30 days thereafter, at which time the Board shall elect officers and determine its regular meeting schedule.

7. **Resolution of Concurrence by Corporation.** In consideration for Member support of the work of the Corporation and as a precondition of the Members' further obligation to the Corporation, the Board shall also adopt at its organizational meeting a resolution of concurrence and ratification of the obligations of the Corporation under this Agreement in the form attached and incorporated as Exhibit C.

8. **Members' Initial Charge to the Board – Executive Director Search.** The Members charge the Board with the initial tasks of preparing a job description, profiling the desired candidate qualifications, and conducting a comprehensive executive search for the purpose of hiring an executive director for the Corporation (the "Executive Director"). Before incurring any expenses associated with the executive search, the Board will develop a proposed budget for any 2015 expenditures required in conducting the executive search for presentation to and consideration by the Members. Members' staffs will be available to support the work of the Board in planning and executing the executive search.

9. **Corporate Offices.** The location of the offices of the Corporation shall be at the discretion of the Board and will be initially be 120 W. Ash St., Suite B, Salina, KS 67401. Office space, furnishings, and certain support staff will be available to the Corporation as in-kind support by the Chamber on the basis described in the attached and incorporated Exhibit D. The Board shall review the matter of the location of the offices of the Corporation not less than six months prior to the end of its second full year of operation.

10. **Condition of Membership and Three-Year Funding Model.** Membership shall be conditioned upon ongoing financial support of the Corporation through funding, in-kind contributions, or a combination of both, as agreed by the Members. Member funding of the Corporation shall be based upon a three (3) year funding model.

10.1. **Member Contributions for 2016-2018.** The funding and in-kind contribution commitments for Member financial support of the 2016-2018 work of the Corporation are set forth in Exhibit D.

10.2. **Three-Year Member Funding Agreements.** On or before May 15, 2018, the Corporation shall present to the Members a proposed program of work and budget consistent with the Strategic Plan (the "Three-Year Proposed Program of Work and Budget") for the 2019-2021 three-year funding cycle. On or before August 1, 2018, the Members shall enter into an agreement addressing their respective and collective

contributions to the financial support of the Corporation for the 2019-2021 three-year funding cycle (the "Three-Year Member Funding Agreement"). The Corporation and the Members agree to repeat that process for every subsequent three-year funding cycle.

10.3. Quarterly Payments. Member funding contributions for each calendar year under the applicable Three-Year Member Funding Agreement shall be paid to the Corporation in approximately equal quarterly installments payable during the first month of each quarter of the applicable calendar year.

10.4. Failure to Provide Financial Support. If a Member does not budget and appropriate the funds necessary to fulfill any of its commitments under any Three-Year Member Funding Agreement or fails to timely pay or deliver to the Corporation its agreed upon contribution to the financial support of the Corporation pursuant to the Three-Year Funding Agreement (the "Defaulting Member"):

(A) The Corporation shall provide the Defaulting Member with written notice specifying the Defaulting Member's unmet commitment under the applicable Three-Year Funding Agreement. The Defaulting Member shall have thirty (30) days from receipt of the written notice to fulfill its commitment and, thereby, sustain its status as a Member; or

(B) If the Defaulting Member fails to fulfill its unmet commitment under the applicable Three-Year Funding Agreement within the thirty (30) days allowed:

(1) The Defaulting Member's status as a member of the Corporation shall cease and the remaining Members shall amend this Agreement and the Articles and Bylaws of the Corporation to eliminate from the Board those board positions appointed by the Defaulting Member; and

(2) One or more of the remaining Members shall be entitled to advance to the Corporation any part or all of the Defaulting Member's unmet obligation to the Corporation under the Three-Year Funding Agreement (the "Contributing Member(s)"), in which event the Contributing Member(s) shall immediately be entitled to contribution and indemnification from and to be reimbursed by the Defaulting Member for the full amount so advanced. Such payment shall be due and owing to the Contributing Member(s) within ten (10) days after the Defaulting Member's receipt of written notice of the Contributing Member(s)' right to such payment and shall bear interest at a rate of three percent (3) per year or the highest rate permitted by law. The Contributing Member(s) shall also be entitled to recover any expenses, including reasonable attorney fees, incurred in the enforcement of this provision.

11. Annual Budget. Promptly following commencement of active employment of the Executive Director, the Executive Director shall prepare and submit for Board consideration a detailed budget for use of the 2016 Member-contributed funding of the Corporation. Upon Board approval of the 2016 budget, a copy will be distributed to each of the Members. For

subsequent calendar years, the Corporation will cause a budget for use of funds not to exceed Member-contributed funding plus any funding from other sources (the "Annual Budget") to be prepared, approved and distributed to the Members no later than October 1st preceding the applicable calendar budget year.

12. Strategic Plan. Upon commencement of active employment of the Executive Director, the Members charge the Board with responsibility for consideration and adoption of a three-year strategic plan and annual report (the "Strategic Plan") as prepared and recommended by the Executive Director. The Strategic Plan shall provide:

12.1. Term. The Strategic Plan shall address a minimum of three years hence and shall be reviewed, updated, and reported out to the Members no less than annually.

12.2. Content. The Strategic Plan shall (a) be based upon and provide a survey and review of local economic conditions; (b) list all goals, desired outcomes, initiatives, strategies, and related benchmarks and measurable metrics associated with each; (c) list all anticipated operational and capital needs and those fulfilled in the prior year; and (d) include any additional information deemed relevant by the Board.

12.3. Private Funding. The Strategic Plan shall address the manner in which the Corporation shall promote private funding of its economic development roles and responsibilities.

12.4. Reporting. The initial Strategic Plan shall be delivered to the Members as reasonably soon as it can be prepared by the Executive Director and approved by the Board. Thereafter, the Strategic Plan for the upcoming year shall be delivered to the Members by the end of the prior year.

13. Annual Financial Report. The Corporation shall submit to the Members on or before March 1st of each year an annual financial report for the preceding calendar fiscal year ("Annual Financial Report"). The Annual Financial Report shall contain (a) statistics on programming and services provided; (b) year-end financial statements for the prior year audited as provided in Section 14.3 below (if the audit is not completed by March 1st, the Corporation shall submit with the report the unaudited financial statements to be supplemented by the audited financial statements on or before June 30th of the same year); and (c) any additional information relevant to the financial status of the Corporation.

14. Records, Financial Controls and Fiscal Audit.

14.1. Accounting systems. The Corporation shall adopt financial policies and maintain all necessary books, records and financial controls in accordance with generally accepted accounting principles.

14.2. Records Inspection. Upon reasonable request from a Member, the Corporation shall, at any time during normal business hours, make available its financial records for inspection or audit by authorized representatives of the Member.

14.3. Audit. The Corporation shall annually have prepared and submit to the Members, at a minimum, a cash and transaction audit by a certified public accountant.

14.4 Cash Reserves. The Corporation shall identify and maintain prudently targeted reserve fund balances.

15. Expenditure of Funds. The Corporation shall spend funds received from the Members solely for the purposes and in such amounts as are listed in the Annual Budget. Funds not expended in the year covered by the Annual Budget must be carried over into succeeding years and reflected in the Corporation's Annual Financial Report.

16. Summary of Reports. The following summarizes the reports to be submitted by the Corporation to the Members, along with the corresponding deadlines, under the designated sections of this Agreement:

<u>Report</u>	<u>Date (on or before)</u>	<u>Section</u>
Annual Financial Report	March 1 st	13
Three-Year Proposed Program of Work and Budget	May 15 th (every third year)	10
Annual Budget	October 1 st	11
Strategic Plan and Report	December 31 st	12

17. Indemnification. The Corporation shall indemnify, defend and hold harmless the Members, their officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the Corporation, its officers, agents, employees, volunteers or subcontractors arising out of or resulting from the performance of this Agreement.

18. Insurance.

18.1 Types and Amount of Coverage. The Corporation shall obtain insurance coverage as specified in Exhibit E, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the Members. If the Corporation subcontracts any of its obligations under this Agreement, the Corporation shall require each such subcontractor to obtain insurance coverage as specified in Exhibit E. Failure of the Corporation or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Corporation of liability.

18.2 Rating. All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide and admitted in the State of Kansas. Except as otherwise specified in Exhibit E, all such policies shall be in

such form and contain such provisions as are generally considered standard for the type of insurance involved.

18.3 Certificate of Insurance. The Corporation shall provide each Member with a certificate of insurance listing the Member as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The Members reserve the right to require complete certified copies of all insurance policies procured by the Corporation pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

19. Non-discrimination in Employment and Service. In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, the Corporation and its subcontractors, shall not unlawfully discriminate against any person in employment or in providing services under this Agreement.

19.1. Services. The Corporation shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability.

19.2. Advertisements. The Corporation shall include in all solicitations or advertisements for employees, the phrase "equal opportunity employer" or a similar phrase to be approved by the City's community relations director;

19.3. Employment. The Corporation shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and

19.4. Subcontracts. The Corporation shall include similar provisions in any subcontract under this Agreement.

20. Separate Entity. It is understood and agreed that the Corporation is a corporate entity separate from the Members and that no relationship of principal/agent or employer/employee exists between the Corporation and the Members. Persons employed by the Corporation shall be entirely and exclusively under the control, direction and supervision of the Corporation. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by the Corporation.

21. Assignment. The Members acknowledge that participation under this Agreement is based upon the unique nature and role of each of the Members. Consequently, neither this Agreement nor any interest in it shall be assigned or transferred by a Member.

22. Member Withdrawal. Any Member may withdraw from membership in the Corporation and from this Agreement effective as of December 31st of the end of any three-year funding cycle by providing the secretary of the Corporation and each of the other Members with written notice on or before the preceding April 1st of the withdrawing Member's intent to withdraw effective as of the following December 31st. Between the time of receipt of the

written notice of withdrawal and the December 31st effective date of the withdrawal, the Board and the Members shall amend this Agreement and the Articles and Bylaws of the Corporation to eliminate from the Board those board positions appointed by the withdrawing Member, effective as of the December 31st effective date of the Member withdrawal.

23. **Amendment.** This Agreement may be amended from time to time upon the unanimous approval of all of the Members documented by a writing specifically stating the amended terms and signed by an authorized representative of each of the Members.

24. **Termination.** This Agreement shall terminate in the event of dissolution of the Corporation, effective upon completion of the dissolution process and complete disposition of the assets of the Corporation in compliance with applicable law.

25. **General Provisions.**

25.1 **Time.** Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

25.2 **Non-appropriation.** The parties acknowledge that the City, the County, and the Authority are subject to Kansas cash basis laws, and that payment of the obligations of the City, the County, and the Authority under this Agreement can only be paid from appropriated funds legally available for such purpose.

25.3. **Entire agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions of this Agreement.

25.4. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

25.5. **Kansas Law – Interpretation.** This Agreement and its validity, construction, and performance shall be governed by the laws of Kansas. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

25.6. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notices shall be addressed as appears below for each party:

City of Salina, Kansas:

City Clerk
300 W. Ash St.
P.O. Box 736
Salina, KS 67402-0736

Saline County:

County Clerk
300 W. Ash St.
P.O. Box 5040
Salina, KS 67402-5040

Salina Airport Authority:

Executive Director
3237 Arnold Ave.
Salina, KS 67401

Salina Area Chamber of Commerce:

President and CEO
120 W. Ash St.
P.O. Box 586
Salina, KS 67401-0586

25.7. Invalidity in part. In the event that any condition, covenant or other provision contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or provision herein contained. In the event a provision is deemed invalid, the Members agree to amend this Agreement to include a new condition, covenant, or other provision that replicates as closely as is legally possible under Kansas law the intent of the severed provision.

25.8. Authorized signatories. Each signatory executing this Agreement does thereby represent and warrant to the other parties that the signatory has been duly authorized to deliver this Agreement in the capacity and for the entity for which the signatory acts.

25.9. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision of this Agreement.

25.10. Venue. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the District Court of Saline County, Kansas.

25.11. Parties Bound. This Agreement shall extend to and bind the parties and their successors.

25.12. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

25.13. No Third Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party

beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

IN WITNESS WHEREOF, each of the Members, by its duly authorized representative, has executed this Agreement on the date shown below the representative's signature.

CITY OF SALINA, KANSAS



Jon R. Blanchard, Mayor

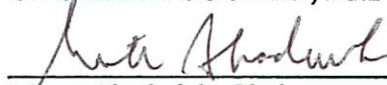
Date: November 17, 2015

Attest:



Shandi Wicks, CMC, City Clerk

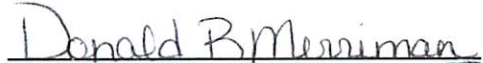
**BOARD OF COUNTY COMMISSIONERS
OF SALINE COUNTY, KANSAS**



Monte Shadwick, Chairman

Date: November 19, 2015

Attest:



Donald R. Merriman, County Clerk ^{SO}

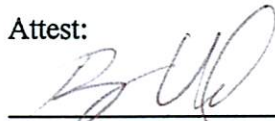
SALINA AIRPORT AUTHORITY



Michael L. Hoppock, Board Chairman

Date: November 18, 2015

Attest:



Troy Vancil, Board Secretary

SALINA AREA CHAMBER OF COMMERCE



Frank R. Hampton, Chairman

Date: November 20, 2015

Attest:



Don L. Weiser, Board Secretary

**EXHIBIT A
TO
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
OF
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.**

**ARTICLE 1
CORPORATE NAME**

The name of this corporation is Salina Community Economic Development Organization, Inc. ("the Corporation").

**ARTICLE 2
REGISTERED OFFICE AND RESIDENT AGENT**

The location of the registered office of the Corporation in this state shall be 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401. The resident agent at that address shall be Salina Community Economic Development Organization, Inc.

**ARTICLE 3
ORGANIZED NOT FOR PROFIT**

This Corporation is organized NOT FOR PROFIT and shall have no authority to issue capital stock.

**ARTICLE 4
PURPOSES OF THE CORPORATION**

4.1 **General Powers and Purposes.** The Corporation is organized to promote and support economic development for the benefit of all citizens of Saline County, Kansas, which is to be considered as a tax-exempt purpose pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended from time to time ("Code"). This Corporation shall and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this Corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

4.2 **Specific Purposes.** The Corporation is organized and it operates for the following purposes:

4.2.1 To recruit industrial, retail, and other businesses to Saline County, Kansas;

4.2.2 To encourage and support entrepreneurship and business development in Saline County, Kansas;

4.2.3 To create and utilize economic development metrics and indicators;

4.2.4 To conduct related economic development research; and

4.2.5 To conduct marketing and foster communication with targeted businesses and industries;

which qualify as exempt activities under Code Section 501(c)(6).

ARTICLE 5

RESTRICTIONS ON POWERS

5.1 **Not-for-Profit Restriction.** Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Code Section 501(c)(6). The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

5.2 **No Compensation to Directors.** No compensation or payment shall ever be paid or made to any member, officer, creator, or organizer of this Corporation, or substantial contributor to it (except as payment for actual services rendered to or for the benefit of this Corporation). Neither the whole nor any portion of the assets or net earnings current or accumulated of this Corporation shall ever be distributed to or divided among any such persons, and neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of Code Section 501(c)(6).

5.3 **Political Activities Prohibited.** No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

5.4 **Assets Upon Dissolution.** Upon dissolution of the Corporation, the Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under Code Section 501(c)(6), as the governing board shall determine. Any assets not so disposed of shall be disposed of by the District Court of Saline County, Kansas, exclusively for such purposes or to such organization or organizations, as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 6

MEMBERSHIP OF CORPORATION AND VOTING RIGHTS OF MEMBERS

6.1 **Membership of Corporation.** This Corporation shall be composed of members rather than stockholders and the rights and other privileges of the classes of members are as set forth below and as may be fixed by the Bylaws, provided the Bylaws are not inconsistent with these Articles of Incorporation.

6.2 **Members.** The Corporation shall have four single-purpose members which shall be the City of Salina, Kansas; Saline County, Kansas; the Salina Airport Authority; and the Salina Area Chamber of Commerce, Inc. (the "Members"). Such Members shall have only reserved

powers to select and remove their respective appointees to the Board of Directors of the Corporation.

6.3 **Voting Members.** Subject to the right of the Members to select and remove their respective appointees to the Board of Directors, all voting rights of the Corporation shall be vested in the Board of Directors, which will be the voting members of the Corporation.

ARTICLE 7

NAMES AND ADDRESSES OF INCORPORATORS

The names and addresses of the incorporators are as follows:

City of Salina, Kansas
300 W. Ash Street, Room 202
Salina, KS 67401

Saline County, Kansas
300 W. Ash, Room 217
Salina, KS 67401

Salina Airport Authority
3237 Arnold Ave.
Salina, KS 67401

Salina Area Chamber of Commerce, Inc.
120 W. Ash
Salina, KS 67401

ARTICLE 8

DIRECTORS

8.1 **Governing Authority.** Management of the business and affairs of the Corporation shall be vested in and conducted by its Board of Directors and its officers.

8.2 **Number.** Management of the Corporation shall be vested in a Board of Directors consisting of nine persons.

8.3 **Eligibility, Election, and Rules Governing Directors.** The conditions of eligibility for members of the Board of Directors and the procedures for electing and governing them shall be as set forth in the Bylaws of the Corporation.

ARTICLE 9

MEMBERS OF BOARD OF DIRECTORS

The Board of Directors shall be selected by the Members. The City of Salina, Kansas shall select three Directors for the Board of Directors of the Corporation. Saline County, Kansas, the Salina Airport Authority, and the Salina Area Chamber of Commerce, Inc. shall each select two Directors for the Board of Directors of the Corporation.

ARTICLE 10

TERM

The term for which this Corporation is to exist is perpetual.

ARTICLE 11
IMMUNITIES AND LIMITATIONS OF LIABILITY

Except as specifically prohibited or limited by law and to the fullest extent permitted by law: (1) the Members, officers, Board of Directors, and employees of this Corporation shall not be personally liable for the debts, liabilities, or obligations of the Corporation; (2) as to third parties, all volunteers serving this Corporation, including but not limited to officers and Directors, shall have immunity from liability for their actions or inactions in connection with service to this Corporation; (3) no member of the Board of Directors of this Corporation shall be personally liable to the Corporation or its Members for breach of fiduciary duties as a member of the Board of Directors; and (4) all officers, trustees, and employees of this Corporation shall have immunity from liability for their actions undertaken in good faith and without actual malice. Nothing herein shall be construed to otherwise limit or restrict the privileges, immunities or limitations of liability available to the Corporation itself which are specifically reserved under the law.

ARTICLE 12
CHANGES IN LAW

Any reference in these Articles to a statute of either the United States or a state shall be interpreted to include a reference to the corresponding provision of any applicable statute of such entity.

ARTICLE 13
AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS


The Articles of Incorporation or the Bylaws may be amended by: (1) the Directors meeting, considering the proposed amendment and passing a resolution declaring the advisability of the amendment, and setting a date, time and place of a membership meeting to consider the amendment; and (2) upon approval by a three-fourths affirmative vote of the Members of the Corporation represented at a meeting at which a quorum is represented, following written notice to each Member given not less than 15 nor more than 60 days before said meeting, which notice shall set forth the proposed amendment and indicate that the Board of Directors has, by appropriate resolution, declared it to be advisable to present such amendment to the Members, and which notice shall give the date, time, and place of the meeting.

Dated as of this 17th day of November, 2015.

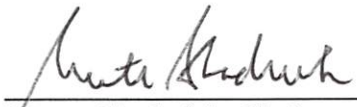
CITY OF SALINA, KANSAS

SALINE COUNTY, KANSAS

By: _____


Jon R. Blanchard, Mayor

By: _____


Monte Shadwick, Chairman, Board
of Saline County Commissioners

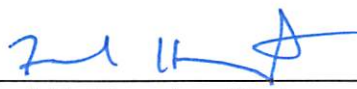
SALINA AIRPORT AUTHORITY

SALINA AREA CHAMBER OF
COMMERCE, INC.

By:


Michael L. Hoppock, Chairman

By:


Frank R. Hampton, Chairman

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF SALINE, ss:

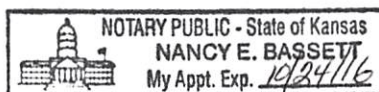
This instrument was acknowledged before me on November 17, 2015, by Jon R. Blanchard as Mayor of the City of Salina, Kansas.

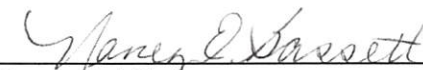



Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

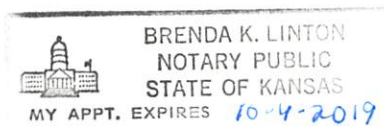
This instrument was acknowledged before me on November 19, 2015, by Monte Shadwick as Chairman of the Board of County Commissioners of Saline County, Kansas.




Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

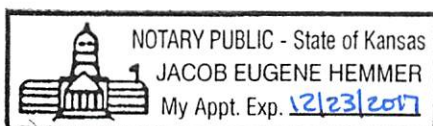
This instrument was acknowledged before me on November 18, 2015, by Michael L. Hoppock as Chairman of the Salina Airport Authority.





Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

This instrument was acknowledged before me on November 20, 2015, by Frank R. Hampton as Chairman of the Salina Area Chamber of Commerce, Inc.




Notary Public

**EXHIBIT B
TO
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

BYLAWS

**BYLAWS
OF
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.**

**ARTICLE 1
GENERAL PROVISIONS**

1.1 **Name.** The name of the corporation is Salina Community Economic Development Organization, Inc. (the "Corporation").

1.2 **Registered Office.** The registered office of the Corporation in the State of Kansas is 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401.

1.3 **Other Offices.** The Corporation may also have offices at such other places as the Directors, from time to time, may designate.

1.4 **Resident Agent.** The name and address of the Corporation's resident agent in this state is Salina Community Economic Development Organization, Inc., 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401.

1.5 **Term.** The term for which this Corporation shall exist is perpetual.

1.6 **Fiscal Year.** The fiscal year of the Corporation shall end on December 31 of each year.

1.7 **Policy Decisions.** Decisions and determinations of policy may be compiled under the supervision of the Secretary for easy access and reference by the Directors.

1.8 **Notice.** Notice of any meeting may be given in writing by mail, facsimile, or other electronic means to the person entitled thereto at the last known address shown on the records of the Corporation within such time as directed by the President.

1.9 **Waiver.** Whenever notice is required to be given by these Bylaws, the Articles of Incorporation, or by statute, a written waiver thereof, signed by the person(s) entitled to notice, whether before or after the times stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting constitutes a waiver of notice, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

**ARTICLE 2
PURPOSES**

2.1 **Not-for-Profit Purpose.** This Corporation is organized not-for-profit and shall have no authority to issue capital stock.

2.2 **General Purpose.** The Corporation is organized to promote and support economic development for the benefit of all citizens of Saline County, Kansas, which is to be

considered as a tax-exempt purpose pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended from time to time ("Code").

2.3 **Specific Purpose.** The Corporation is organized and it operates for the following purposes:

2.3.1 To recruit industrial, retail, and other businesses to Saline County, Kansas;

2.3.2 To encourage and support entrepreneurship and business development in Saline County, Kansas;

2.3.3 To create and utilize economic development metrics and indicators;

2.3.4 To perform economic development research; and

2.3.5 To conduct marketing and foster communication with targeted businesses and industries;

which qualify as exempt activities under Code Section 501(c)(6).

ARTICLE 3 **POWERS OF THE CORPORATION**

3.1 **General Powers.** This Corporation shall and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this Corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

3.2 **Specific Powers.** In addition to the foregoing general powers, this Corporation shall have the following specific powers:

3.2.1 **Own Property.** It may own, lease, manage, operate, maintain, mortgage and pledge real estate and personal property.

3.2.2 **Make Contracts.** It may make contracts.

3.2.3 **Joint Operations.** It may engage in joint and coordinated research, planning, development, management, operations, and services with other similarly situated entities to achieve quality, economy, and efficiency of technology.

3.2.4 **Accept Gifts.** It may receive and hold any property, real and personal, given, devised, bequeathed, given in trust, or in any other way made over to the Corporation.

3.2.5 **Manage Gifts.** It may invest and disburse all assets so received, and generally care for, manage, administer, and control all such properties so received.

3.3 **Restrictions on Powers.** Notwithstanding any other provision of these Bylaws, this Corporation shall have the following restrictions on its powers:

3.3.1 **Not-for-Profit Restriction.** Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Code Section 501(c)(6). The Corporation shall never be operated for the primary purposes of carrying on a trade or business for profit.

3.3.2 **No Compensation to Directors.** No compensation or payment shall ever be paid or made to any member, officer, creator, or organizer of this Corporation, or substantial contributor to it (except as payment for actual services rendered to or for the benefit of this Corporation). Neither the whole nor any portion of the assets or net earnings current or accumulated of this Corporation shall ever be distributed to or divided among any such persons, and neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of Code Section 501(c)(6).

3.3.3 **Political Activities Prohibited.** No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

3.4 **Assets Upon Dissolution.** Upon dissolution of the Corporation, the Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under Code Section 501(c)(6), as the governing board shall determine. Any assets not so disposed of shall be disposed of by the District Court of Saline County, Kansas, exclusively for such purposes or to such organization or organizations as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 4

MEMBERSHIP

4.1 **Membership of Corporation.** This Corporation shall be composed of members rather than stockholders and the rights and other privileges of the classes of members are as set forth below.

4.2 **Members.** The Corporation shall have four single-purpose members which shall be the City of Salina, Kansas; Saline County, Kansas; the Salina Airport Authority; and the Salina Area Chamber of Commerce, Inc. (the "Members"). Such Members shall have only reserved powers to select and remove their respective appointees to the Board of Directors of the Corporation.

4.3 **Voting Members.** Subject to the right of the Members to select and remove their respective appointees to the Board of Directors, all voting rights of the Corporation shall be vested in the Board of Directors, which will be the voting members of the Corporation.

ARTICLE 5 MANAGEMENT

Management of the business and affairs of the Corporation shall be vested in and conducted by its Board of Directors and its officers.

ARTICLE 6 DIRECTORS

6.1 **Number.** Management of the Corporation shall be vested in a Board of Directors consisting of nine persons.

6.2 **Qualification.** Directors shall be selected from adult residents of Saline County, Kansas, who accept in principle the purposes of this Corporation and are deemed qualified to participate in the attainment of its objectives and the management of its business. Persons serving on the governing bodies of the Members shall not be selected as Directors. A Director shall be deemed qualified as such when an oath of office in the form set out in K.S.A. 54-106 has been administered, signed, and filed with the Secretary.

6.3 **Selection.** The Board of Directors shall be selected by the Members. The City of Salina, Kansas shall select three Directors for the Board of Directors of the Corporation. Saline County, Kansas, the Salina Airport Authority, and the Salina Area Chamber of Commerce, Inc. shall each select two Directors for the Board of Directors of the Corporation. Each Member may remove any Director that it previously selected for cause. The Board of Directors may recommend to a Member, for the Member's consideration, the removal of an appointee of the Member for cause.

6.4 **Term.** Directors shall serve terms of three years, or until successors are elected and qualified. Terms of the Board of Directors shall be staggered, so that, as nearly as possible, an equal number of Directors' terms expire each year, and the expiring terms are for Directors selected by three different Members. Any Director may serve not more than two consecutive full three-year terms, provided that he or she is duly selected by such Member at the conclusion of each term.

6.5 **Duties.** The Board of Directors shall govern and manage all affairs of the Corporation in accordance with law and its decisions in annual, regular, and special meetings.

6.6 **Resignation.** Any Director or officer of the Corporation may resign by filing written resignation with the Secretary of the Corporation, and such resignation shall become effective when so filed unless some subsequent effective date is set forth in the resignation.

6.7 **Vacancies.** If a vacancy occurs on the Board of Directors due to death, resignation, removal, or other cause, then the Member who appointed the Director for whom a vacancy was created, shall select a replacement Director. Any Director so chosen to fill a vacancy shall hold

office for the remainder of the term of the Director for whom a vacancy was created. In filling such vacancies, the Board shall comply with the requirements of this section regarding qualifications.

ARTICLE 7

MEETINGS OF THE DIRECTORS

7.1 **Kansas Open Meetings Act.** All meetings of the Directors shall be governed by the Kansas Open Meetings Act, pursuant to K.S.A. 75-4317 *et seq.*

7.2 **Place.** All meetings of the Directors shall be held at such places as may be designated by the Directors.

7.3 **Meeting Time.**

7.3.1 **Annual.** The annual meeting of the Directors of this Corporation shall be during the first calendar quarter of each year as set by resolution of the Board of Directors for the purpose of: (1) election of officers and (2) transaction of such other business as may properly be presented and come before such meeting.

7.3.2 **Regular.** Regular meetings shall be held periodically at such specified times as are deemed necessary by resolution of the Board of Directors.

7.3.3 **Special.** Special meetings of the Directors may be called by the President or by any two Directors, as deemed necessary. Business to be transacted shall be limited to matters specified by the notice given.

7.3.4 **Telephone.** Members of the Board of Directors, or any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

7.4 **Notice of Meetings.**

7.4.1 **Notice.** Notice of any meeting may be given in writing by mail, facsimile, or other electronic means to the person entitled thereto at the last known address shown on the records of the Corporation within such time as directed by the President.

7.4.2 **Waiver.** Whenever notice is required to be given by these Bylaws, the Articles of Incorporation, or by statute, a written waiver thereof, signed by the persons entitled to notice, whether before or after the times stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting constitutes a waiver of notice, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

7.5 **Quorum.** A majority (no fewer than five) of the total number of members of the Board of Directors (nine) shall be necessary to constitute a quorum at all meetings of the Directors for the transaction of business except as otherwise provided by law, or by these Bylaws. In the event such number is not a quorum, the members present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite number of members of the Directors shall be present at such adjourned meeting, and any business may be transacted at the meeting as originally notified.

7.6 **Procedural Rules.** All meetings of the Directors and any committees thereof shall be conducted in a manner consistent with any procedural rules contained in these Bylaws. In the absence of such rules, the Board shall endeavor to follow the most recent edition of Robert's Rules of Order in the conduct of such meetings.

7.7 **Voting Power.** Each Director shall be entitled at every meeting of Directors to one vote in person. Voting by proxy shall not be permitted.

7.8 **Voting Procedures.** All elections of members of the Directors and officers, and votes upon any other question, except as otherwise provided by law or unless otherwise provided by resolution of the Directors, may be had by voice vote or by showing of hands unless the Directors determine otherwise.

ARTICLE 8 **OFFICERS**

8.1 **Designated Officers.** Officers of the Corporation shall be chosen by the Board of Directors of the Corporation and shall include a President, a Vice President, a Secretary, and a Treasurer.

8.2 **Other Officers and Agents.** The Corporation may have such other officers and agents as may from time to time be determined and appointed by the Board of Directors, and for such terms as the Board of Directors may determine.

8.3 **Term and Qualification of Officers.** The officers of the Corporation, except as provided in Section 8.2 of this Article 8, shall hold their office for one year or until the next annual meeting of the Board of Directors, or until their successors are chosen and qualified, unless their respective terms of office have been terminated by resignation in writing, duly filed in the office of the Secretary of the Corporation.

8.4 **Removal of Officers.** Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority (no fewer than five) of all of the Directors (nine).

8.5 **President.** The President shall be the presiding officer of the Corporation and the Board of Directors.

8.6 **Vice President.** A Vice President, if there is one, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors may prescribe.

8.7 **Secretary.** The Secretary shall attend all sessions of the Board of Directors and record all votes and the minutes of all proceedings, including rules and regulations and policy decisions, in a book to be kept for that purpose and shall perform like duties for the standing committees. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President.

8.8 **Treasurer.** The Treasurer shall have such duties as may be prescribed by the Board of Directors and shall give bond in such sum and with such sureties as may be determined from time to time by the Board of Directors. Such bond, if issued other than by a corporate surety, shall be renewed every year.

ARTICLE 9 COMMITTEES

The Directors may designate one or more committees, each committee to consist of one or more Directors of the Corporation.

ARTICLE 10 CONFLICTS OF INTEREST

10.1 **Applicable Laws.** For the reason that three of the four Members are local government subdivisions as defined under K.S.A. 75-4301a, the matter of determining whether a Director has a conflict of interest and what must occur if a conflict of interest is determined to exist are acknowledged to be matters governed by Kansas law applicable to local government subdivisions. Kansas law requires the application of (1) the statutory ethics rules applicable to local government subdivisions (K.S.A. 75-4301a), known as the “substantial interest” test and, when those statutes are inapplicable to the facts of the situation, (2) the common law principles applicable in determining whether a conflict of interest exists, known as the “common law” test.

10.2 **Substantial Interest Test.** Determining whether a Director has a “substantial interest” in a business requires application of the definition of “substantial interest” found in K.S.A. 75-4301a(a)(1-5).

10.2.1 **Contracts.** In compliance with K.S.A. 75-4304, a Director shall not make or participate in the making of a contract with any person or business by which the Director is employed or in whose business the Director has a substantial interest. A Director does not make or participate in the making of a contract if the Director abstains from any action in regard to the contract. The prohibition against a Director making or participating in the making of a contract shall not apply to (1) contracts let after competitive bidding has been advertised for by published notice; and (2) contracts for property or services for which the price or rate is fixed by law. A violation of K.S.A. 75-4304 shall be governed by K.S.A. 75-4306(a).

10.2.2 **Other Than Contract.** Other than in the case of contracts as addressed above, a Director who has a substantial interest in a business shall not act upon any matter before the Board of Directors which will affect the business in which the Director has a substantial interest without first filing a written report of the nature of the substantial interest with the Saline County election officer in compliance with K.S.A 75-4305.

10.3 **Common Law Test.** Under the common law conflict of interest principles recognized by Kansas courts, a Director owes an undivided duty to the Members and the public, and a Director may not place himself or herself in a position that will subject the Director to conflicting duties or cause the Director to act other than for the best interests of Members and the public. While the presence of a common law conflict of interest depends on the specific facts and circumstances of each case, a common law conflict of interest generally arises when a Director has an interest that is not shared in common with, or is adverse to, the general public interest, and which interest has the likely capacity to tempt the Director to depart from the Director's duty to the Members and the public. A common law conflict of interest does not arise from a remote or speculative interest, or the mere possibility of a future conflict of interest. A Director shall abstain from any action in regard to a matter in which the Director has a common law conflict of interest.

10.4 **Abstention.** A Director who abstains from any action in regard to a matter shall so state immediately following introduction of the agenda item under which the matter is to be considered by the Board of Directors, shall step down until the Board of Director's consideration of the matter has been concluded, and shall abstain from debating and voting on any motions relating to the matter.

ARTICLE 11

INDEMNIFICATION

11.1 **Indemnification.** This Corporation shall indemnify any Director, officer, employee, or agent of the Corporation who was or is threatened to be made a party in any legal proceedings whether civil, criminal, administrative, or investigative if successful on the merits or otherwise in defense, or even if unsuccessful in defense, if such person acted in good faith and in the reasonable belief that his actions were in or not opposed to the best interest of the Corporation.

11.2 **Insurance.** The Corporation shall purchase and maintain insurance on behalf of any Director, officer, employee, or agent of the Corporation against any liability asserted against such person and incurred in such capacity whether or not the Corporation would have power to indemnify such person against such liability under the provisions of the above section.

11.3 **Severance Clause.** The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision hereof.

ARTICLE 12
AMENDMENTS

The Articles of Incorporation or the Bylaws may be amended by: (1) the Directors meeting, considering the proposed amendment, passing a resolution declaring the advisability of the amendment, and setting a date, time and place of a membership meeting to consider the amendment; and (2) upon approval by a three-fourths affirmative vote of the Members of the Corporation represented at a meeting at which a quorum is represented, following written notice to each Member given not less than 15 nor more than 60 days before said meeting, which notice shall set forth the proposed amendment and indicate that the Board of Directors has, by appropriate resolution, declared it to be advisable to present such amendment to the Members, and which notice shall give the date, time, and place of the meeting.

ARTICLE 13
BOOKS AND RECORDS

The Corporation shall keep, at the registered office of the Corporation, correct and complete books and records of account and shall also keep minutes of the proceedings of the Directors and committees having any of the authority of the Directors. The books and records of account shall at all reasonable times be open to inspection by any Director and Member. The Corporation shall provide quarterly reports to the Members of the Corporation's property and business transactions, including assets, liabilities, receipts, and disbursements.

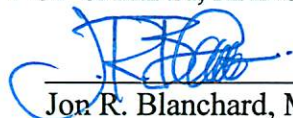
ARTICLE 14
DISSOLUTION

Any plan and approval for voluntary dissolution or revocation of same shall be determined by the vote of a majority (no fewer than five) of all of the Directors (nine). Thereafter, the Directors shall cause such plan of dissolution to be mailed to all of the Members of the Corporation along with notice of the calling of a special meeting of the Members to consider such plan of dissolution. If three-fourths of the Members represented at such meeting approve the plan of dissolution, the Directors shall proceed with the process of dissolving the Corporation in the manner required by Kansas law.

ADOPTED by the Members as of the 17th day of November, 2015.

CITY OF SALINA, KANSAS

By: _____


Jon R. Blanchard, Mayor

SALINE COUNTY, KANSAS

By: _____


Monte Shadwick, Chairman, Board
of County Commissioners

SALINA AIRPORT AUTHORITY

By: _____


Michael L. Hoppock, Chairman

SALINA AREA CHAMBER OF
COMMERCE, INC.

By: _____


Frank R. Hampton, Chairman

EXHIBIT C
TO
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

RESOLUTIONS OF THE BOARD OF DIRECTORS OF
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.

The members of the Board of Directors (the "Board") of the SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC. (the "Corporation") do hereby consent to and adopt the following resolutions by unanimous consent:

WHEREAS, the Board has reviewed and considered the Salina Community Economic Development Organization, Inc. Members Agreement dated _____, 2015, ("Members Agreement") entered into among the City of Salina, Kansas, the Board of County Commissioners of Saline County, Kansas, the Salina Airport Authority, and the Salina Area Chamber of Commerce; and

WHEREAS, the Board deems it advisable for, and in the best interest of, the Corporation to ratify the Members Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby (a) concur with and ratify in all respects the Members Agreement, and all obligations of the Corporation contemplated within the Members Agreement; and (b) authorize, direct, and empower the officers of the Corporation to take all necessary actions to effectuate the terms of the Members Agreement.

IN WITNESS WHEREOF, these Resolutions of the Board are given as of the ____ day of _____, 2015, which shall be the effective date of this instrument.

BOARD OF DIRECTORS OF SALINA
COMMUNITY ECONOMIC DEVELOPMENT
ORGANIZATION, INC.

_____, President
Date: _____

Attest:

_____, Secretary

**EXHIBIT D
TO
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

CONTRIBUTION COMMITMENTS FOR 2016-2018 MEMBER FINANCIAL SUPPORT

In-kind Support

Chamber

Office space: The offices of the Corporation shall be provided by the Chamber, rent-free, and shall include 2 offices and a clerical reception desk on the ground floor level of the Chamber's building located at 120 W. Ash St., Suite B, Salina, KS 67401, and includes janitorial services, utilities, landscaping, parking, property taxes, and property insurance.

Entrance: The separate entrance for the offices of the Corporation shall be the building entrance located on the west frontage (North Seventh Street) of the Chamber's building. The entrance shall be marked with distinguishable brand markings of the Corporation at the expense of the Corporation, and shall be consistent with existing signage already located on the Chamber property.

Furnishings: The offices of the Corporation are welcome to utilize any Chamber furnishings that are not being utilized.

Staff support: The offices of the Corporation shall be supported by backup reception staff employed by and also serving the Chamber.

Conference access: Representatives of the Corporation shall have access to the Chamber's conference rooms on a scheduled basis.

Monetary Support

	<u>2016</u>	<u>2017</u>	<u>2018</u>
City:	\$308,000	\$275,000	\$250,000
County:	\$ 20,000	\$ 20,000	\$ 20,000
Authority:	\$ 15,000	\$ 25,000	\$ 50,000

EXHIBIT E
TO
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

INSURANCE REQUIREMENTS

Pursuant to Section 18 of the Agreement, the Corporation shall obtain, pay for, and maintain, for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers' compensation and Directors and Officers Liability policies to be obtained by the Corporation hereunder, all policies shall name the Member organizations, their agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insureds shall be as broad as the insurance for the named insured, including defense expense coverage.

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the member organizations, their agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, the Corporation must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. The Corporation shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Agreement.

2. Specific Coverage Requirements.

A. Directors and Officers Liability – Management Liability. The Corporation shall maintain Directors and Officers liability insurance covering actual or alleged errors and omissions, neglect or breach of duty resulting from the operations and financial management of the Corporation, and include protection for the entity/Corporation, directors, officers, trustees, employees and volunteers of the Corporation, with limits of not less than \$1,000,000 each claim. Such coverage shall include defense cost in addition to the limit of liability shown above and shall be primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the entity, employees, directors, officers or volunteers.

B. Employment Practices Liability. The Corporation shall maintain Employment Practices liability insurance covering actual or alleged errors and omissions, resulting from the employment wrongs, and include protection for the entity/Corporation, directors, officers, trustees,

employees and volunteers of the Corporation, with limits of not less than \$1,000,000 each claim. Such coverage shall include defense cost in addition to the limit of liability shown above and shall be primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the entity, employees, directors, officers or volunteers.

Employment Practices Liability insurance may be combined in a package with Directors and Officers Liability insurance with a shared limit, so long as such combined coverage includes a general aggregate limit of no less than \$2,000,000.

C. Commercial General Liability ("CGL"). The Corporation shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent, which shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000
- Products-Completed Operations Aggregate \$2,000,000
- Personal and Advertising Liability \$1,000,000
- Damages to Premises Rented \$500,000
- Medical Expense Limits \$5,000
- Employee Benefit Liability Each claim \$1,000,000
- Employee Benefit Liability Aggregate \$1,000,000
- With respect to the commercial general liability policy required hereunder, it shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

D. Business Automobile Liability ("BAL"). The Corporation shall maintain BAL coverage written on ISO form CA 00 01 or an industry equivalent. Coverage shall be applicable to all autos and other vehicles subject to compulsory auto liability laws that are owned, hired, rented or used by the Corporation and include automobiles not owned by but used on behalf of the Corporation. The BAL policy limits shall not be less than the following:

- Combined single limit \$1,000,000

E. Workers' Compensation/Employer's Liability. The Corporation shall maintain workers' compensation and employer's liability coverage with policy limits not less than the following:

- Workers' Compensation (Coverage Part A)
 - Statutory
- Employer's Liability (Coverage Part B)
 - \$100,000 each accident
 - \$500,000 disease – policy limit

- \$100,000 disease – each employee

F. Commercial Crime/Employee Dishonesty. The Corporation shall maintain commercial crime/employee dishonesty coverage written on a blanket basis and with policy limits not less than the following:

• Employee Theft/Dishonesty	\$100,000
• Computer Theft & Fund Transfer Coverage	\$100,000
• Money & Securities	\$10,000
• Money orders & Counterfeit Currency	\$10,000
• Depositors Forgery	\$10,000
• Credit Card Forgery	\$10,000

G. Property Insurance. The Corporation shall annually prepare a schedule of the physical assets of the Corporation and maintain an appropriate level of commercial property coverage to insure the assets against physical damage.

FIRST AMENDMENT
to the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT
among
CITY OF SALINA, KANSAS;
BOARD OF COUNTY COMMISSIONERS OF SALINE COUNTY, KANSAS;
SALINA AIRPORT AUTHORITY;
and
SALINA AREA CHAMBER OF COMMERCE

This First Amendment to the November 17, 2015 Salina Community Economic Development Organization, Inc. Members Agreement (the "First Amendment") dated effective February 28, 2023 is entered into among the **City of Salina, Kansas**, a Kansas municipal corporation, ("City"); the **Board of County Commissioners of Saline County, Kansas** ("County"); the **Salina Airport Authority**, a public corporation established pursuant to K.S.A. 27-317, *et seq.*, ("Authority"); and the **Salina Area Chamber of Commerce**, a Kansas not-for-profit corporation, ("Chamber"); collectively referred to as the "Members."

Recitals

A. The Members entered the November 17, 2015, Salina Community Economic Development Organization, Inc. Members Agreement (the "Agreement") to form and maintain the Salina Community Economic Development Organization ("SCEDO") while acknowledging that local economic vitality and the resulting quality employment opportunities are critical to the health, safety, and welfare of the Salina area community.

B. The Agreement details the roles and responsibilities to be performed by the SCEDO, including Section 14.3 **Audit** regarding the SCEDO's financial reporting responsibilities.

C. Section 23 **Amendment** of the Agreement provides that the Members may amend the Agreement from time to time upon the unanimous approval of all the Members.

D. The Members have determined that amending Section 14.3 **Audit** of the Agreement will better define SCEDO's financial reporting responsibilities.

THE MEMBERS, therefore, agree and approve the following:

1. **Amendment:** Section 14.3. **Audit** is amended to provide as follows:

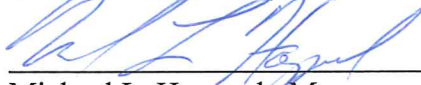
14.3. **Audit.** The Corporation shall annually have prepared by a certified public accountant and shall submit to the Members either a review or an audit of its financial statements prepared in accordance with the standards established by the American Institute of Certified Public Accountants (AICPA). The Board shall annually determine whether a review or an audit is to be prepared either (a) based on what is required by law, by any Member, or by any other source of funding accepted by the Corporation; or (b) if not determined under (a), then at the discretion of the Board.

2. **Other Terms.** All terms and conditions of the Agreement, except as amended by this Amendment, are ratified and shall remain in full force and effect.

3. **Authorized signatories.** Each signatory executing this Agreement does thereby represent and warrant to the other parties that the signatory has been duly authorized to deliver this Agreement in the capacity and for the entity for which the signatory acts.

IN WITNESS WHEREOF, each of the Members, by its duly authorized representative, has executed this Agreement on the date shown below the representative's signature.

CITY OF SALINA, KANSAS


Michael L. Hoppock, Mayor

Date: February 13, 2023

Attest:

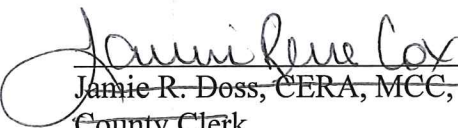

JoVonna A. Rutherford, City Clerk

**BOARD OF COUNTY COMMISSIONERS
OF SALINE COUNTY, KANSAS**


Robert Vidricksen II, Chairman

Date: 2-28-23

Attest:



Jamie R. Doss, CERA, MCC, FIO
County Clerk
Jamie Rene Cox
Deputy County Clerk

SALINA AIRPORT AUTHORITY

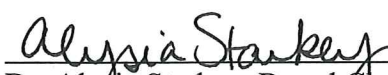

Kent Buer, Board Chairman

Date: 2/15/2023

Attest:


Kasey L. Windhorst, Board Clerk

SALINA AREA CHAMBER OF COMMERCE


Dr. Alycia Starkey, Board Chair

Date: 2/22/23

Attest:


Loren Young, Board Treasurer

**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

among

**CITY OF SALINA, KANSAS;
BOARD OF COUNTY COMMISSIONERS OF SALINE COUNTY, KANSAS;
SALINA AIRPORT AUTHORITY;**

and

SALINA AREA CHAMBER OF COMMERCE, INC.

for

Continuing to Maintain and Operate an Existing Economic Development Organization

This Agreement dated effective February 19, 2025 (this “**Members Agreement**”) constitutes an amendment by way of complete restatement of a similar Agreement dated effective November 17, 2015, as first amended effective February 28, 2023 (the “**Original Members Agreement**”) and is entered into among all of the parties to the Original Members Agreement, including the City of Salina, Kansas, a Kansas municipal corporation (“**City**”); the Board of County Commissioners of Saline County, Kansas (“**County**”); the Salina Airport Authority, a public corporation established pursuant to K.S.A. 27-317, *et seq.* (“**Authority**”); and the Salina Area Chamber of Commerce, Inc., a Kansas not-for-profit corporation (“**Chamber**”); (individually, a “**Member**”, and collectively, the “**Members**”).

Recitals

A. The Members acknowledge that local economic vitality and the resulting quality employment opportunities are critical to the health, safety, and welfare of the Salina area community.

B. The Members also acknowledge the mutually reliant roles of the public and private sectors in enhancing the prospects for sustained economic growth and development.

C. The community, through the work of the Economic Development Organization Working Group appointed by the Salina City Commission (the “**EDO Working Group**”) identified in 2015 certain economic development functions best served through the formation and maintenance by the Members of an economic development organization in the form of a Kansas not-for-profit corporation which led to the incorporation of Salina Community Economic Development Organization, Inc., (the “**Corporation**”) pursuant to the Original Members Agreement.

D. The Members intend, through this Members Agreement, to provide for the continued maintenance and operation of the Corporation, to transition from a three-year to an annual funding cycle, and to agree upon the allocation of economic development roles and responsibilities among the Corporation and the Members.

E. The Corporation's Articles of Incorporation dated November 17, 2015 (the "Articles") are attached for reference as Exhibit A and Bylaws dated November 17, 2015 (the "Bylaws") are attached for reference as Exhibit B. Subject to the right of the Members to select and remove their respective appointees to the board of directors, all voting rights of the Corporation are vested in the board of directors (the "Board"), which shall be the voting members of the Corporation pursuant to the Articles and Bylaws.

THE MEMBERS, therefore, agree and covenant:

1. **Roles and Responsibilities to be Served by the Corporation.** Based upon the work and conclusions of the EDO Working Group and local experience since formation of the Corporation, the following economic development roles and responsibilities shall continue to be performed by the Corporation:

1.1. **Business Recruitment.** To recruit industrial, retail, and other businesses to Saline County, Kansas;

1.2. **Entrepreneurship.** To encourage and support entrepreneurship and business development in Saline County, Kansas;

1.3. **Metrics.** To create and utilize economic development metrics and indicators;

1.4. **Research.** To perform economic development research; and

1.5. **Marketing.** To conduct marketing and foster communication with targeted businesses and industries.

2. **Consultation for Members.** Pursuant to Resolution Number 17-7439 the City dissolved the Salina Economic Development Incentives Council in anticipation of utilization of the Corporation for consultation regarding economic development matters. The Members agree that the Corporation shall also continue:

2.1 **Sales Tax Grants.** To review application and make specific recommendations to the City regarding grants from the sales tax for incentives to new and existing manufacturers and primary businesses for the purpose of job retention and to entice them to relocate or expand capital and/or human investment in Salina/Saline County in order to provide a stimulus to the local economy;

2.2 Other Uses of Special Sales Tax Funds. To recommend other proposed uses for economic development special sales tax funds necessary to prepare Salina and Saline County for prospective business development; and

2.3. Other Matters under Member Consideration. To make recommendations to any Member at the request of the Member regarding other public economic development incentives under consideration by the requesting Member.

3. Related Roles and Responsibilities to be Served by Members. As a complement to the economic development functions to be performed by the Corporation, the Members agree to the allocation of related economic development roles and responsibilities among the Members and the Corporation as set forth in the chart attached and incorporated as Exhibit C.

4. Precondition and Term. The respective obligations of each of the Members under this Members Agreement are preconditioned upon and shall commence effective upon execution of this Members Agreement by all the Members. This Members Agreement shall remain in effect for so long as the Corporation continues to exist and to function as anticipated by this Members Agreement, subject to amendment under Section 20 or termination under Section 21 below.

5. Corporate Offices. The location of the offices of the Corporation shall be 120 W. Ash St., Suite B, Salina, KS 67401. Office space, furnishings, and certain support staff will be available to the Corporation as in-kind support by the Chamber on the basis described in the attached and incorporated Exhibit D.

6. Condition of Membership; Annual Funding Model; Annual Members Meeting. Membership shall be conditioned upon ongoing financial support of the Corporation through funding, in-kind contributions, or a combination of both, as agreed by the Members. Member funding of the Corporation shall be based upon a calendar-year annual funding model under which the Corporation shall deliver and present to an annual joint meeting of the governing bodies of the Members to be scheduled to occur following the first-calendar-quarter annual meeting of the Corporation but no later than April 1st of each year (the “**Annual Members Meeting**”) the:

- (a) Annual Financial Report described in Section 7;
- (b) Strategic Plan update and report described in Section 8; and
- (c) Annual Proposed Program of Work and Budget described in Section 9 (including, but not limited to, the Corporation’s annual funding request of each of the Members).

7. Annual Financial Report. The Corporation shall be responsible for preparation, adoption, delivery, and presentation to the Members at the Annual Members Meeting an annual financial report for the preceding calendar fiscal year (the “**Annual Financial Report**”). The Annual Financial Report shall contain:

- (a) A detailed itemization of all sources and uses of funding;
- (b) A detailed description of past programming, future programming, and pre and post program metrics;

- (c) A line-item by line-item comparison of the approved Annual Budget (see Section 11) vs. actual income and expenses;
- (d) Year-end financial statements for the prior calendar year either audited or reviewed as provided in Section 12.3 below (if the audit or review is not completed by the Annual Members Meeting, the Corporation shall submit with the report the available financial statements to be supplemented by the audited or reviewed financial statements on or before June 30th of the same year); and
- (e) Any additional information regarding the financial status of the Corporation deemed relevant by the Board.

8. Strategic Plan. The Corporation shall be responsible for preparation, adoption, delivery, and presentation to the Members at the Annual Members Meeting a three-year strategic plan (the “**Strategic Plan**”). The Strategic Plan shall provide:

8.1. Term. The Strategic Plan shall address a minimum of three years hence and shall be reviewed, updated, and reported out to the Members no less than annually.

8.2. Content. The Strategic Plan shall (a) be based upon and provide a survey and review of local economic conditions; (b) list all goals, desired outcomes, initiatives, strategies, and related benchmarks and measurable metrics associated with each; (c) list all anticipated operational and capital needs and those fulfilled in the prior year; and (d) include any additional information deemed relevant by the Board.

8.3. Private Funding. The Strategic Plan shall address the manner in which the Corporation shall promote private funding of its economic development roles and responsibilities.

8.4. Reporting. The updated Strategic Plan as adopted by the Board shall be delivered and presented to the Members no less than annually at the Annual Members Meeting.

9. Annual Proposed Program of Work and Budget. The Corporation shall be responsible for preparation and adoption of a detailed proposed program of work and budget for the following calendar budget year consistent with the Strategic Plan (the “**Annual Proposed Program of Work and Budget**”) for delivery and presentation to the Members at the Annual Members Meeting. The Annual Proposed Program of Work and Budget shall include a detailed description of a proposed program of work, proposed funding or in-kind contributions from all Member and non-Member sources, and proposed expenditures in a detailed line-item format.

10. Annual Member Funding Agreement.

10.1. Member Contributions for 2025. The funding and in-kind contribution commitments for Member financial support of the Corporation’s 2025 Budget are set forth in Exhibit D.

10.2. Annual Member Funding Agreements. For calendar year 2026 and thereafter, the Members agree to consider the Annual Proposed Program of Work and

Budget during their respective budget processes for the following calendar year. On or before October 1, 2025, and on or before October 1 of each year thereafter, the Members shall enter into an agreement addressing their respective and collective contributions to the financial support of the Corporation for the following calendar year (the “**Annual Member Funding Agreement**”).

10.3. Quarterly Payments. Member funding contributions for each calendar year under the applicable Annual Member Funding Agreement shall be paid to the Corporation in approximately equal quarterly installments payable during the first month of each quarter of the applicable calendar year.

10.4. Failure to Provide Financial Support. If a Member does not budget and appropriate the funds necessary to fulfill any of its commitments under any Annual Member Funding Agreement or fails to timely pay or deliver to the Corporation its agreed upon contribution to the financial support of the Corporation pursuant to the Annual Member Funding Agreement (the “**Defaulting Member**”). The Corporation shall provide the Defaulting Member with written notice specifying the Defaulting Member’s unmet commitment under the applicable Annual Member Funding Agreement. The Defaulting Member shall have thirty (30) days from receipt of the written notice to fulfill its commitment and, thereby, sustain its status as a Member. If the Defaulting Member fails to fulfill its unmet commitment under the applicable Annual Member Funding Agreement within the thirty (30) days allowed, the Defaulting Member’s status as a Member of the Corporation shall cease, the directors selected by the Defaulting Member shall be disqualified from further participation as members of the Board, the remaining Members shall amend this Agreement, and the remaining directors acting as the Board along with the remaining Members shall amend the Articles and Bylaws accordingly. In the alternative, the remaining directors acting as the Board may initiate dissolution of the Corporation in accordance with the Articles and Bylaws.

11. Annual Budget. A copy of the 2025 Annual Budget of the Corporation has been distributed to each of the Members. For subsequent calendar years, the Members shall cause a copy of the fully executed Annual Member Funding Agreement to be delivered to the Board in care of the executive director of the Corporation. If Member-contributed funding plus any funding from other sources is sufficient to fully fund the Annual Proposed Program of Work and Budget, the Board shall approve the Annual Proposed Program of Work and Budget (the “**Approved Annual Program of Work and Budget**”) which shall serve as the annual budget for the applicable calendar year (the “**Annual Budget**”) and cause a copy of the Approved Annual Program of Work and Budget to be delivered to each Member no later than the November 15th preceding the applicable calendar budget year. If Member-contributed funding plus funding from other sources is insufficient to fully fund the Annual Proposed Program of Work and Budget, the Corporation shall cause a modified Annual Program of Work and Budget as nearly consistent as possible with the Annual Proposed Program of Work and Budget to be prepared for use of funds not to exceed Member-contributed funding plus any funding from other sources. Such modified Annual Program of Work and Budget shall be prepared, approved, and distributed to the Members no later than the November 15th preceding the applicable calendar budget year and shall serve as the Annual Budget.

12. Records, Financial Controls and Fiscal Audit.

12.1. Accounting Systems. The Corporation shall adopt financial policies and maintain all necessary books, records and financial controls in accordance with generally accepted accounting principles.

12.2. Records Inspection. Upon reasonable request from a Member, the Corporation shall, at any time during normal business hours, make available its financial records for inspection or audit by authorized representatives of the Member.

12.3. Audit or Review. The Corporation shall annually have prepared by a certified public accountant and shall submit to the Members either a review or an audit of its financial statements prepared in accordance with the standards established by the American Institute of Certified Public Accountants (AICPA). The Board shall annually determine whether a review or an audit is to be prepared either (a) based on what is required by law, by any Member, or by any other source of funding accepted by the Corporation; or (b) if not determined under (a), then at the discretion of the Board.

12.4 Cash Reserves. The Corporation shall identify and maintain prudently targeted reserve fund balances.

13. Expenditure of Funds. The Corporation shall spend funds received from the Members solely for the purposes and in such amounts as are listed in the Annual Budget. Funds not expended in the year covered by the Annual Budget must be carried over into succeeding years and reflected in the Corporation's Annual Financial Report and Annual Proposed Program of Work and Budget.

14. Indemnification. The Corporation shall indemnify, defend and hold harmless the Members, their officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the Corporation, its officers, agents, employees, volunteers or subcontractors arising out of or resulting from the performance of this Agreement.

15. Insurance.

15.1 Types and Amount of Coverage. The Corporation shall obtain insurance coverage as specified in Exhibit E, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the Members. If the Corporation subcontracts any of its obligations under this Agreement, the Corporation shall require each such subcontractor to obtain insurance coverage as specified in Exhibit E. Failure of the Corporation or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Corporation of liability.

15.2 Rating. All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide and admitted in the State of Kansas. Except as otherwise specified in Exhibit E, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

15.3 Certificate of Insurance. The Corporation shall provide each Member with a certificate of insurance listing the Member as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The Members reserve the right to require complete certified copies of all insurance policies procured by the Corporation pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

16. Non-discrimination in Employment and Service. In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, the Corporation and its subcontractors, shall not unlawfully discriminate against any person in employment or in providing services under this Agreement.

16.1. Services. The Corporation shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability.

16.2. Advertisements. The Corporation shall include in all solicitations or advertisements for employees, the phrase "equal opportunity employer" or a similar phrase to be approved by the City's community relations director;

16.3. Employment. The Corporation shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and

16.4. Subcontracts. The Corporation shall include similar provisions in any subcontract under this Agreement.

17. Separate Entity. It is understood and agreed that the Corporation is a corporate entity separate from the Members and that no relationship of principal/agent or employer/employee exists between the Corporation and the Members. Persons employed by the Corporation shall be entirely and exclusively under the control, direction and supervision of the Corporation. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by the Corporation.

18. Assignment. The Members acknowledge that participation under this Agreement is based upon the unique nature and role of each of the Members. Consequently, neither this Agreement nor any interest in it shall be assigned or transferred by a Member.

19. **Member Withdrawal.** Any Member may withdraw from membership in the Corporation and from this Members Agreement effective as of the December 31st end of any annual funding cycle by providing the secretary of the Corporation and each of the other Members with written notice on or before the preceding June 30th of the withdrawing Member's intent to withdraw effective as of the following December 31st. Between the time of receipt of the written notice of withdrawal and the December 31st effective date of the withdrawal, the Board and the Members shall amend this Agreement and the Articles and Bylaws to eliminate from the Board those board positions appointed by the withdrawing Member effective as of the December 31st effective date of the Member withdrawal. In the alternative, the Board may initiate dissolution of the Corporation in accordance with the Articles and Bylaws.

20. **Amendment.** This Agreement may be amended from time to time upon the unanimous approval of all of the Members documented by a writing specifically stating the amended terms and signed by an authorized representative of each of the Members.

21. **Termination.** This Agreement shall terminate in the event of dissolution of the Corporation in accordance with the Articles and Bylaws, effective upon completion of the dissolution process and complete disposition of the assets of the Corporation in compliance with applicable law.

22. **General Provisions.**

22.1 **Time.** Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

22.2 **Non-appropriation.** The parties acknowledge that the City, the County, and the Authority are subject to Kansas cash basis laws, and that payment of the obligations of the City, the County, and the Authority under this Agreement can only be paid from appropriated funds legally available for such purpose.

22.3. **Entire agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions of this Agreement.

22.4. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

22.5. **Kansas Law – Interpretation.** This Agreement and its validity, construction, and performance shall be governed by the laws of Kansas. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

22.6. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified

mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notices shall be addressed as appears below for each party:

City of Salina, Kansas:	City Clerk 300 W. Ash St. P.O. Box 736 Salina, KS 67402-0736
-------------------------	---

Saline County:	County Clerk 300 W. Ash St. P.O. Box 5040 Salina, KS 67402-5040
----------------	--

Salina Airport Authority:	Executive Director 3237 Arnold Ave. Salina, KS 67401
---------------------------	--

Salina Area Chamber of Commerce:	President and CEO 120 W. Ash St. P.O. Box 586 Salina, KS 67401-0586
----------------------------------	--

Salina Community Economic Development Organization:	Executive Director 120 W. Ash St., Suite B Salina, KS 67401
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22.7. Invalidity in part. In the event that any condition, covenant or other provision contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or provision herein contained. In the event a provision is deemed invalid, the Members agree to amend this Agreement to include a new condition, covenant, or other provision that replicates as closely as is legally possible under Kansas law the intent of the severed provision.

22.8. Authorized signatories. Each signatory executing this Agreement does thereby represent and warrant to the other parties that the signatory has been duly authorized to deliver this Agreement in the capacity and for the entity for which the signatory acts.

22.9. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision of this Agreement.

22.10. Venue. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the District Court of Saline County, Kansas.

22.11. Parties Bound. This Agreement shall extend to and bind the parties and their successors.

22.12. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

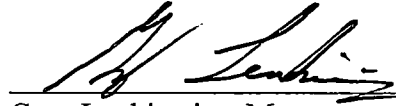
22.13. No Third Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

IN WITNESS WHEREOF, each of the Members, by its duly authorized representative, has executed this Agreement on the date shown below the representative's signature.

(The balance of this page is intentionally blank – signature pages follow)

**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

CITY OF SALINA, KANSAS



Greg Lenkiewicz, Mayor

Date: January 27, 2025

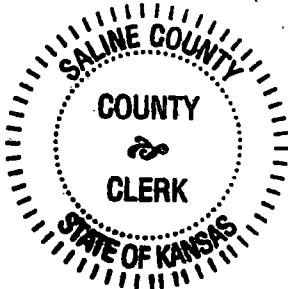
Attest:




Nikki Goding, City Clerk

Date: January 27, 2025

**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**




**BOARD OF COUNTY COMMISSIONERS
OF SALINE COUNTY, KANSAS**



Rodger Sparks, Chairman
Date: February 4, 2025

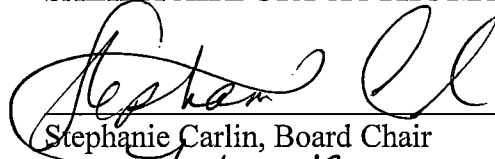
Attest:



Jamie R. Doss, CERA, MCC, FIO
County Clerk
Date: February 4, 2025

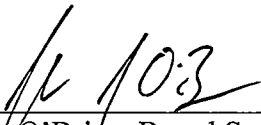
**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

SALINA AIRPORT AUTHORITY


Stephanie Carlin, Board Chair

Date: Feb 19, 2025

Attest:


John O'Brien, Board Secretary
Date: Feb 19, 2025

**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

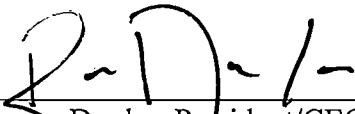
**SALINA AREA CHAMBER
OF COMMERCE, INC.**



Sam Browning, Chair

Date: Jan 28, 2025

Attest:



Renee Duxler, President/CEO

Date: Jan 28, 2025

**EXHIBIT A
TO
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

ARTICLES OF INCORPORATION

KANSAS SECRETARY OF STATE

File Stamp Cover Page

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor (785) 296-4564
120 S.W. 10th Avenue kssos@sos.ks.gov
Topeka, KS 66612-1594 www.sos.ks.gov

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FILED BY KS SOS
11-30-2015
1 10:45:16 AM
FILE#: 4970299



04299013

We were unable to attach a file stamp on the original document. The file stamp provides the business entity identification number, date and time filed with the Kansas Secretary of State.

The stamp confirms your document was filed. We recommend keeping it with the document.

**ARTICLES OF INCORPORATION
OF
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.**

**ARTICLE 1
CORPORATE NAME**

The name of this corporation is Salina Community Economic Development Organization, Inc. ("the Corporation").

**ARTICLE 2
REGISTERED OFFICE AND RESIDENT AGENT**

The location of the registered office of the Corporation in this state shall be 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401. The resident agent at that address shall be Salina Community Economic Development Organization, Inc.

**ARTICLE 3
ORGANIZED NOT FOR PROFIT**

This Corporation is organized NOT FOR PROFIT and shall have no authority to issue capital stock.

**ARTICLE 4
PURPOSES OF THE CORPORATION**

4.1 **General Powers and Purposes.** The Corporation is organized to promote and support economic development for the benefit of all citizens of Saline County, Kansas, which is to be considered as a tax-exempt purpose pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended from time to time ("Code"). This Corporation shall and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this Corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

4.2 **Specific Purposes.** The Corporation is organized and it operates for the following purposes:

4.2.1 To recruit industrial, retail, and other businesses to Saline County, Kansas;

4.2.2 To encourage and support entrepreneurship and business development in Saline County, Kansas;

4.2.3 To create and utilize economic development metrics and indicators;

4.2.4 To conduct related economic development research; and

4.2.5 To conduct marketing and foster communication with targeted businesses and industries;

which qualify as exempt activities under Code Section 501(c)(6).

ARTICLE 5

RESTRICTIONS ON POWERS

5.1 **Not-for-Profit Restriction.** Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Code Section 501(c)(6). The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

5.2 **No Compensation to Directors.** No compensation or payment shall ever be paid or made to any member, officer, creator, or organizer of this Corporation, or substantial contributor to it (except as payment for actual services rendered to or for the benefit of this Corporation). Neither the whole nor any portion of the assets or net earnings current or accumulated of this Corporation shall ever be distributed to or divided among any such persons, and neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of Code Section 501(c)(6).

5.3 **Political Activities Prohibited.** No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

5.4 **Assets Upon Dissolution.** Upon dissolution of the Corporation, the Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under Code Section 501(c)(6), as the governing board shall determine. Any assets not so disposed of shall be disposed of by the District Court of Saline County, Kansas, exclusively for such purposes or to such organization or organizations, as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 6

MEMBERSHIP OF CORPORATION AND VOTING RIGHTS OF MEMBERS

6.1 **Membership of Corporation.** This Corporation shall be composed of members rather than stockholders and the rights and other privileges of the classes of members are as set forth below and as may be fixed by the Bylaws, provided the Bylaws are not inconsistent with these Articles of Incorporation.

6.2 **Members.** The Corporation shall have four single-purpose members which shall be the City of Salina, Kansas; Saline County, Kansas; the Salina Airport Authority; and the Salina Area Chamber of Commerce, Inc. (the "Members"). Such Members shall have only reserved

powers to select and remove their respective appointees to the Board of Directors of the Corporation.

6.3 **Voting Members.** Subject to the right of the Members to select and remove their respective appointees to the Board of Directors, all voting rights of the Corporation shall be vested in the Board of Directors, which will be the voting members of the Corporation.

ARTICLE 7

NAMES AND ADDRESSES OF INCORPORATORS

The names and addresses of the incorporators are as follows:

City of Salina, Kansas
300 W. Ash Street, Room 202
Salina, KS 67401

Saline County, Kansas
300 W. Ash, Room 217
Salina, KS 67401

Salina Airport Authority
3237 Arnold Ave.
Salina, KS 67401

Salina Area Chamber of Commerce, Inc.
120 W. Ash
Salina, KS 67401

ARTICLE 8

DIRECTORS

8.1 **Governing Authority.** Management of the business and affairs of the Corporation shall be vested in and conducted by its Board of Directors and its officers.

8.2 **Number.** Management of the Corporation shall be vested in a Board of Directors consisting of nine persons.

8.3 **Eligibility, Election, and Rules Governing Directors.** The conditions of eligibility for members of the Board of Directors and the procedures for electing and governing them shall be as set forth in the Bylaws of the Corporation.

ARTICLE 9

MEMBERS OF BOARD OF DIRECTORS

The Board of Directors shall be selected by the Members. The City of Salina, Kansas shall select three Directors for the Board of Directors of the Corporation. Saline County, Kansas, the Salina Airport Authority, and the Salina Area Chamber of Commerce, Inc. shall each select two Directors for the Board of Directors of the Corporation.

ARTICLE 10

TERM

The term for which this Corporation is to exist is perpetual.

ARTICLE 11
IMMUNITIES AND LIMITATIONS OF LIABILITY

Except as specifically prohibited or limited by law and to the fullest extent permitted by law: (1) the Members, officers, Board of Directors, and employees of this Corporation shall not be personally liable for the debts, liabilities, or obligations of the Corporation; (2) as to third parties, all volunteers serving this Corporation, including but not limited to officers and Directors, shall have immunity from liability for their actions or inactions in connection with service to this Corporation; (3) no member of the Board of Directors of this Corporation shall be personally liable to the Corporation or its Members for breach of fiduciary duties as a member of the Board of Directors; and (4) all officers, trustees, and employees of this Corporation shall have immunity from liability for their actions undertaken in good faith and without actual malice. Nothing herein shall be construed to otherwise limit or restrict the privileges, immunities or limitations of liability available to the Corporation itself which are specifically reserved under the law.

ARTICLE 12
CHANGES IN LAW

Any reference in these Articles to a statute of either the United States or a state shall be interpreted to include a reference to the corresponding provision of any applicable statute of such entity.

ARTICLE 13
AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS


The Articles of Incorporation or the Bylaws may be amended by: (1) the Directors meeting, considering the proposed amendment and passing a resolution declaring the advisability of the amendment, and setting a date, time and place of a membership meeting to consider the amendment; and (2) upon approval by a three-fourths affirmative vote of the Members of the Corporation represented at a meeting at which a quorum is represented, following written notice to each Member given not less than 15 nor more than 60 days before said meeting, which notice shall set forth the proposed amendment and indicate that the Board of Directors has, by appropriate resolution, declared it to be advisable to present such amendment to the Members, and which notice shall give the date, time, and place of the meeting.

Dated as of this 17th day of November, 2015.

CITY OF SALINA, KANSAS

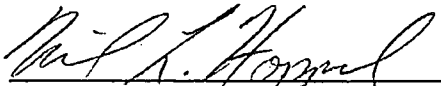
SALINE COUNTY, KANSAS

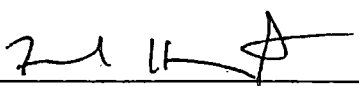
By: 
Jen R. Blanchard, Mayor

By: 
Monte Shadwick, Chairman, Board
of Saline County Commissioners

SALINA AIRPORT AUTHORITY

SALINA AREA CHAMBER OF
COMMERCE, INC.

By: 
Michael L. Hoppock, Chairman

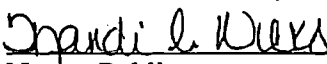
By: 
Frank R. Hampton, Chairman

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF SALINE, ss:

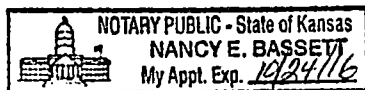
This instrument was acknowledged before me on November 17, 2015, by Jon R. Blanchard as Mayor of the City of Salina, Kansas.




Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

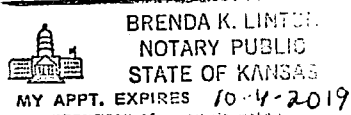
This instrument was acknowledged before me on November 19, 2015, by Monte Shadwick as Chairman of the Board of County Commissioners of Saline County, Kansas.

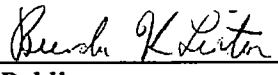



Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

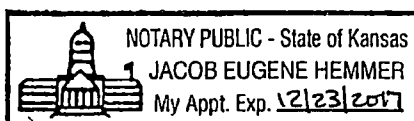
This instrument was acknowledged before me on November 18, 2015, by Michael L. Hoppock as Chairman of the Salina Airport Authority.

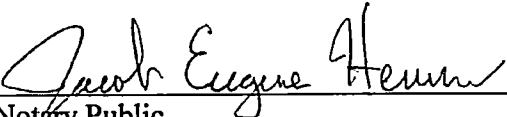



Notary Public

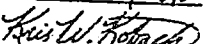
STATE OF KANSAS, COUNTY OF SALINE, ss:

This instrument was acknowledged before me on November 20, 2015, by Frank R. Hampton as Chairman of the Salina Area Chamber of Commerce, Inc.




Notary Public



I hereby certify this to be a true and
correct copy of the original on file.
Certified on this date: Nov 30, 2015
KRIS W. KOBACH
Secretary of State 

**EXHIBIT B
TO
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

BYLAWS

**BYLAWS
OF
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.**

**ARTICLE 1
GENERAL PROVISIONS**

1.1 **Name.** The name of the corporation is Salina Community Economic Development Organization, Inc. (the "Corporation").

1.2 **Registered Office.** The registered office of the Corporation in the State of Kansas is 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401.

1.3 **Other Offices.** The Corporation may also have offices at such other places as the Directors, from time to time, may designate.

1.4 **Resident Agent.** The name and address of the Corporation's resident agent in this state is Salina Community Economic Development Organization, Inc., 120 W. Ash St., Suite B, Salina, Saline County, Kansas 67401.

1.5 **Term.** The term for which this Corporation shall exist is perpetual.

1.6 **Fiscal Year.** The fiscal year of the Corporation shall end on December 31 of each year.

1.7 **Policy Decisions.** Decisions and determinations of policy may be compiled under the supervision of the Secretary for easy access and reference by the Directors.

1.8 **Notice.** Notice of any meeting may be given in writing by mail, facsimile, or other electronic means to the person entitled thereto at the last known address shown on the records of the Corporation within such time as directed by the President.

1.9 **Waiver.** Whenever notice is required to be given by these Bylaws, the Articles of Incorporation, or by statute, a written waiver thereof, signed by the person(s) entitled to notice, whether before or after the times stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting constitutes a waiver of notice, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

**ARTICLE 2
PURPOSES**

2.1 **Not-for-Profit Purpose.** This Corporation is organized not-for-profit and shall have no authority to issue capital stock.

2.2 **General Purpose.** The Corporation is organized to promote and support economic development for the benefit of all citizens of Saline County, Kansas, which is to be

considered as a tax-exempt purpose pursuant to Section 501(c)(6) of the Internal Revenue Code of 1986, as amended from time to time ("Code").

2.3 **Specific Purpose.** The Corporation is organized and it operates for the following purposes:

2.3.1 To recruit industrial, retail, and other businesses to Saline County, Kansas;

2.3.2 To encourage and support entrepreneurship and business development in Saline County, Kansas;

2.3.3 To create and utilize economic development metrics and indicators;

2.3.4 To perform economic development research; and

2.3.5 To conduct marketing and foster communication with targeted businesses and industries;

which qualify as exempt activities under Code Section 501(c)(6).

ARTICLE 3 **POWERS OF THE CORPORATION**

3.1 **General Powers.** This Corporation shall and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this Corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

3.2 **Specific Powers.** In addition to the foregoing general powers, this Corporation shall have the following specific powers:

3.2.1 **Own Property.** It may own, lease, manage, operate, maintain, mortgage and pledge real estate and personal property.

3.2.2 **Make Contracts.** It may make contracts.

3.2.3 **Joint Operations.** It may engage in joint and coordinated research, planning, development, management, operations, and services with other similarly situated entities to achieve quality, economy, and efficiency of technology.

3.2.4 **Accept Gifts.** It may receive and hold any property, real and personal, given, devised, bequeathed, given in trust, or in any other way made over to the Corporation.

3.2.5 **Manage Gifts.** It may invest and disburse all assets so received, and generally care for, manage, administer, and control all such properties so received.

3.3 Restrictions on Powers. Notwithstanding any other provision of these Bylaws, this Corporation shall have the following restrictions on its powers:

3.3.1 Not-for-Profit Restriction. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Code Section 501(c)(6). The Corporation shall never be operated for the primary purposes of carrying on a trade or business for profit.

3.3.2 No Compensation to Directors. No compensation or payment shall ever be paid or made to any member, officer, creator, or organizer of this Corporation, or substantial contributor to it (except as payment for actual services rendered to or for the benefit of this Corporation). Neither the whole nor any portion of the assets or net earnings current or accumulated of this Corporation shall ever be distributed to or divided among any such persons, and neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of Code Section 501(c)(6).

3.3.3 Political Activities Prohibited. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

3.4 Assets Upon Dissolution. Upon dissolution of the Corporation, the Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under Code Section 501(c)(6), as the governing board shall determine. Any assets not so disposed of shall be disposed of by the District Court of Saline County, Kansas, exclusively for such purposes or to such organization or organizations as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 4 **MEMBERSHIP**

4.1 Membership of Corporation. This Corporation shall be composed of members rather than stockholders and the rights and other privileges of the classes of members are as set forth below.

4.2 Members. The Corporation shall have four single-purpose members which shall be the City of Salina, Kansas; Saline County, Kansas; the Salina Airport Authority; and the Salina Area Chamber of Commerce, Inc. (the "Members"). Such Members shall have only reserved powers to select and remove their respective appointees to the Board of Directors of the Corporation.

4.3 **Voting Members.** Subject to the right of the Members to select and remove their respective appointees to the Board of Directors, all voting rights of the Corporation shall be vested in the Board of Directors, which will be the voting members of the Corporation.

ARTICLE 5 MANAGEMENT

Management of the business and affairs of the Corporation shall be vested in and conducted by its Board of Directors and its officers.

ARTICLE 6 DIRECTORS

6.1 **Number.** Management of the Corporation shall be vested in a Board of Directors consisting of nine persons.

6.2 **Qualification.** Directors shall be selected from adult residents of Saline County, Kansas, who accept in principle the purposes of this Corporation and are deemed qualified to participate in the attainment of its objectives and the management of its business. Persons serving on the governing bodies of the Members shall not be selected as Directors. A Director shall be deemed qualified as such when an oath of office in the form set out in K.S.A. 54-106 has been administered, signed, and filed with the Secretary.

6.3 **Selection.** The Board of Directors shall be selected by the Members. The City of Salina, Kansas shall select three Directors for the Board of Directors of the Corporation. Saline County, Kansas, the Salina Airport Authority, and the Salina Area Chamber of Commerce, Inc. shall each select two Directors for the Board of Directors of the Corporation. Each Member may remove any Director that it previously selected for cause. The Board of Directors may recommend to a Member, for the Member's consideration, the removal of an appointee of the Member for cause.

6.4 **Term.** Directors shall serve terms of three years, or until successors are elected and qualified. Terms of the Board of Directors shall be staggered, so that, as nearly as possible, an equal number of Directors' terms expire each year, and the expiring terms are for Directors selected by three different Members. Any Director may serve not more than two consecutive full three-year terms, provided that he or she is duly selected by such Member at the conclusion of each term.

6.5 **Duties.** The Board of Directors shall govern and manage all affairs of the Corporation in accordance with law and its decisions in annual, regular, and special meetings.

6.6 **Resignation.** Any Director or officer of the Corporation may resign by filing written resignation with the Secretary of the Corporation, and such resignation shall become effective when so filed unless some subsequent effective date is set forth in the resignation.

6.7 **Vacancies.** If a vacancy occurs on the Board of Directors due to death, resignation, removal, or other cause, then the Member who appointed the Director for whom a vacancy was created, shall select a replacement Director. Any Director so chosen to fill a vacancy shall hold

office for the remainder of the term of the Director for whom a vacancy was created. In filling such vacancies, the Board shall comply with the requirements of this section regarding qualifications.

ARTICLE 7

MEETINGS OF THE DIRECTORS

7.1 Kansas Open Meetings Act. All meetings of the Directors shall be governed by the Kansas Open Meetings Act, pursuant to K.S.A. 75-4317 *et seq.*

7.2 Place. All meetings of the Directors shall be held at such places as may be designated by the Directors.

7.3 Meeting Time.

7.3.1 Annual. The annual meeting of the Directors of this Corporation shall be during the first calendar quarter of each year as set by resolution of the Board of Directors for the purpose of: (1) election of officers and (2) transaction of such other business as may properly be presented and come before such meeting.

7.3.2 Regular. Regular meetings shall be held periodically at such specified times as are deemed necessary by resolution of the Board of Directors.

7.3.3 Special. Special meetings of the Directors may be called by the President or by any two Directors, as deemed necessary. Business to be transacted shall be limited to matters specified by the notice given.

7.3.4 Telephone. Members of the Board of Directors, or any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

7.4 Notice of Meetings.

7.4.1 Notice. Notice of any meeting may be given in writing by mail, facsimile, or other electronic means to the person entitled thereto at the last known address shown on the records of the Corporation within such time as directed by the President.

7.4.2 Waiver. Whenever notice is required to be given by these Bylaws, the Articles of Incorporation, or by statute, a written waiver thereof, signed by the persons entitled to notice, whether before or after the times stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting constitutes a waiver of notice, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

7.5 **Quorum.** A majority (no fewer than five) of the total number of members of the Board of Directors (nine) shall be necessary to constitute a quorum at all meetings of the Directors for the transaction of business except as otherwise provided by law, or by these Bylaws. In the event such number is not a quorum, the members present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite number of members of the Directors shall be present at such adjourned meeting, and any business may be transacted at the meeting as originally notified.

7.6 **Procedural Rules.** All meetings of the Directors and any committees thereof shall be conducted in a manner consistent with any procedural rules contained in these Bylaws. In the absence of such rules, the Board shall endeavor to follow the most recent edition of Robert's Rules of Order in the conduct of such meetings.

7.7 **Voting Power.** Each Director shall be entitled at every meeting of Directors to one vote in person. Voting by proxy shall not be permitted.

7.8 **Voting Procedures.** All elections of members of the Directors and officers, and votes upon any other question, except as otherwise provided by law or unless otherwise provided by resolution of the Directors, may be had by voice vote or by showing of hands unless the Directors determine otherwise.

ARTICLE 8 **OFFICERS**

8.1 **Designated Officers.** Officers of the Corporation shall be chosen by the Board of Directors of the Corporation and shall include a President, a Vice President, a Secretary, and a Treasurer.

8.2 **Other Officers and Agents.** The Corporation may have such other officers and agents as may from time to time be determined and appointed by the Board of Directors, and for such terms as the Board of Directors may determine.

8.3 **Term and Qualification of Officers.** The officers of the Corporation, except as provided in Section 8.2 of this Article 8, shall hold their office for one year or until the next annual meeting of the Board of Directors, or until their successors are chosen and qualified, unless their respective terms of office have been terminated by resignation in writing, duly filed in the office of the Secretary of the Corporation.

8.4 **Removal of Officers.** Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority (no fewer than five) of all of the Directors (nine).

8.5 **President.** The President shall be the presiding officer of the Corporation and the Board of Directors.

8.6 **Vice President.** A Vice President, if there is one, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors may prescribe.

8.7 **Secretary.** The Secretary shall attend all sessions of the Board of Directors and record all votes and the minutes of all proceedings, including rules and regulations and policy decisions, in a book to be kept for that purpose and shall perform like duties for the standing committees. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President.

8.8 **Treasurer.** The Treasurer shall have such duties as may be prescribed by the Board of Directors and shall give bond in such sum and with such sureties as may be determined from time to time by the Board of Directors. Such bond, if issued other than by a corporate surety, shall be renewed every year.

ARTICLE 9 **COMMITTEES**

The Directors may designate one or more committees, each committee to consist of one or more Directors of the Corporation.

ARTICLE 10 **CONFLICTS OF INTEREST**

10.1 **Applicable Laws.** For the reason that three of the four Members are local government subdivisions as defined under K.S.A. 75-4301a, the matter of determining whether a Director has a conflict of interest and what must occur if a conflict of interest is determined to exist are acknowledged to be matters governed by Kansas law applicable to local government subdivisions. Kansas law requires the application of (1) the statutory ethics rules applicable to local government subdivisions (K.S.A. 75-4301a), known as the "substantial interest" test and, when those statutes are inapplicable to the facts of the situation, (2) the common law principles applicable in determining whether a conflict of interest exists, known as the "common law" test.

10.2 **Substantial Interest Test.** Determining whether a Director has a "substantial interest" in a business requires application of the definition of "substantial interest" found in K.S.A. 75-4301a(a)(1-5).

10.2.1 **Contracts.** In compliance with K.S.A. 75-4304, a Director shall not make or participate in the making of a contract with any person or business by which the Director is employed or in whose business the Director has a substantial interest. A Director does not make or participate in the making of a contract if the Director abstains from any action in regard to the contract. The prohibition against a Director making or participating in the making of a contract shall not apply to (1) contracts let after competitive bidding has been advertised for by published notice; and (2) contracts for property or services for which the price or rate is fixed by law. A violation of K.S.A. 75-4304 shall be governed by K.S.A. 75-4306(a).

10.2.2 Other Than Contract. Other than in the case of contracts as addressed above, a Director who has a substantial interest in a business shall not act upon any matter before the Board of Directors which will affect the business in which the Director has a substantial interest without first filing a written report of the nature of the substantial interest with the Saline County election officer in compliance with K.S.A 75-4305.

10.3 Common Law Test. Under the common law conflict of interest principles recognized by Kansas courts, a Director owes an undivided duty to the Members and the public, and a Director may not place himself or herself in a position that will subject the Director to conflicting duties or cause the Director to act other than for the best interests of Members and the public. While the presence of a common law conflict of interest depends on the specific facts and circumstances of each case, a common law conflict of interest generally arises when a Director has an interest that is not shared in common with, or is adverse to, the general public interest, and which interest has the likely capacity to tempt the Director to depart from the Director's duty to the Members and the public. A common law conflict of interest does not arise from a remote or speculative interest, or the mere possibility of a future conflict of interest. A Director shall abstain from any action in regard to a matter in which the Director has a common law conflict of interest.

10.4 Abstention. A Director who abstains from any action in regard to a matter shall so state immediately following introduction of the agenda item under which the matter is to be considered by the Board of Directors, shall step down until the Board of Director's consideration of the matter has been concluded, and shall abstain from debating and voting on any motions relating to the matter.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnification. This Corporation shall indemnify any Director, officer, employee, or agent of the Corporation who was or is threatened to be made a party in any legal proceedings whether civil, criminal, administrative, or investigative if successful on the merits or otherwise in defense, or even if unsuccessful in defense, if such person acted in good faith and in the reasonable belief that his actions were in or not opposed to the best interest of the Corporation.

11.2 Insurance. The Corporation shall purchase and maintain insurance on behalf of any Director, officer, employee, or agent of the Corporation against any liability asserted against such person and incurred in such capacity whether or not the Corporation would have power to indemnify such person against such liability under the provisions of the above section.

11.3 Severance Clause. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision hereof.

ARTICLE 12
AMENDMENTS

The Articles of Incorporation or the Bylaws may be amended by: (1) the Directors meeting, considering the proposed amendment, passing a resolution declaring the advisability of the amendment, and setting a date, time and place of a membership meeting to consider the amendment; and (2) upon approval by a three-fourths affirmative vote of the Members of the Corporation represented at a meeting at which a quorum is represented, following written notice to each Member given not less than 15 nor more than 60 days before said meeting, which notice shall set forth the proposed amendment and indicate that the Board of Directors has, by appropriate resolution, declared it to be advisable to present such amendment to the Members, and which notice shall give the date, time, and place of the meeting.

ARTICLE 13
BOOKS AND RECORDS

The Corporation shall keep, at the registered office of the Corporation, correct and complete books and records of account and shall also keep minutes of the proceedings of the Directors and committees having any of the authority of the Directors. The books and records of account shall at all reasonable times be open to inspection by any Director and Member. The Corporation shall provide quarterly reports to the Members of the Corporation's property and business transactions, including assets, liabilities, receipts, and disbursements.

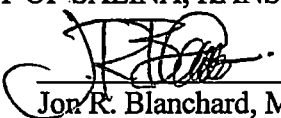
ARTICLE 14
DISSOLUTION

Any plan and approval for voluntary dissolution or revocation of same shall be determined by the vote of a majority (no fewer than five) of all of the Directors (nine). Thereafter, the Directors shall cause such plan of dissolution to be mailed to all of the Members of the Corporation along with notice of the calling of a special meeting of the Members to consider such plan of dissolution. If three-fourths of the Members represented at such meeting approve the plan of dissolution, the Directors shall proceed with the process of dissolving the Corporation in the manner required by Kansas law.

ADOPTED by the Members as of the 17th day of November, 2015.

CITY OF SALINA, KANSAS

By: _____


Jon R. Blanchard, Mayor

SALINE COUNTY, KANSAS

By: _____


Monte Shadwick, Chairman, Board
of County Commissioners

SALINA AIRPORT AUTHORITY

By: _____


Michael L. Hoppock, Chairman

SALINA AREA CHAMBER OF
COMMERCE, INC.

By: _____


Frank R. Hampton, Chairman

EXHIBIT C
TO
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

Salina-Saline County Economic Development
Roles, duties and responsibilities

	City	County	SAA	Chamber	EDO
Industry and business recruitment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business retention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Existing business expansion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business recruitment - retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workforce and labor development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community development and community place marking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tourism and hospitality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Entrepreneurship and early stage (stages 2-4) business development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Small business start ups via Project Open	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economic development metrics economic indicators and research	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Targeted business and industry marketing and communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community perception and image	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air service retention and development	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**EXHIBIT D
TO
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

CONTRIBUTION COMMITMENTS FOR 2025

In-kind Support

Chamber

Office space: The offices of the Corporation shall be provided by the Chamber, rent-free, and shall include 2 offices and a clerical reception desk on the ground floor level of the Chamber's building located at 120 W. Ash St., Suite B, Salina, KS 67401, and includes janitorial services, utilities, landscaping, parking, property taxes, and property insurance.

Entrance: The separate entrance for the offices of the Corporation shall be the building entrance located on the west frontage (North Seventh Street) of the Chamber's building. The entrance shall be marked with distinguishable brand markings of the Corporation at the expense of the Corporation, and shall be consistent with existing signage already located on the Chamber property.

Furnishings: The offices of the Corporation are welcome to utilize any Chamber furnishings that are not being utilized.

Staff support: The offices of the Corporation shall be supported by backup reception staff employed by and also serving the Chamber.

Conference access: Representatives of the Corporation shall have access to the Chamber's conference rooms on a scheduled basis.

Monetary Support

	<u>2025</u>
City:	\$300,000
County:	\$ 35,000
Authority:	\$ 50,000

EXHIBIT E
TO
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

INSURANCE REQUIREMENTS

Pursuant to Section 15 of the Agreement, the Corporation shall obtain, pay for, and maintain, for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers' compensation and Directors and Officers Liability policies to be obtained by the Corporation hereunder, all policies shall name the Member organizations, their agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insureds shall be as broad as the insurance for the named insured, including defense expense coverage.

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the member organizations, their agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, the Corporation must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. The Corporation shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Agreement.

2. Specific Coverage Requirements.

A. Directors and Officers Liability – Management Liability. The Corporation shall maintain Directors and Officers liability insurance covering actual or alleged errors and omissions, neglect or breach of duty resulting from the operations and financial management of the Corporation, and include protection for the entity/Corporation, directors, officers, trustees, employees and volunteers of the Corporation, with limits of not less than \$1,000,000 each claim. Such coverage shall include defense cost in addition to the limit of liability shown above and shall be primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the entity, employees, directors, officers or volunteers.

B. Employment Practices Liability. The Corporation shall maintain Employment Practices liability insurance covering actual or alleged errors and omissions, resulting from the employment wrongs, and include protection for the entity/Corporation, directors, officers, trustees, employees and volunteers of the Corporation, with limits of not less than \$1,000,000 each claim.

Such coverage shall include defense cost in addition to the limit of liability shown above and shall be primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the entity, employees, directors, officers or volunteers.

Employment Practices Liability insurance may be combined in a package with Directors and Officers Liability insurance with a shared limit, so long as such combined coverage includes a general aggregate limit of no less than \$2,000,000.

C. Commercial General Liability (“CGL”). The Corporation shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent, which shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000
- Products-Completed Operations Aggregate \$2,000,000
- Personal and Advertising Liability \$1,000,000
- Damages to Premises Rented \$500,000
- Medical Expense Limits \$5,000
- Employee Benefit Liability Each claim \$1,000,000
- Employee Benefit Liability Aggregate \$1,000,000
- With respect to the commercial general liability policy required hereunder, it shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

D. Business Automobile Liability (“BAL”). The Corporation shall maintain BAL coverage written on ISO form CA 00 01 or an industry equivalent. Coverage shall be applicable to all autos and other vehicles subject to compulsory auto liability laws that are owned, hired, rented or used by the Corporation and include automobiles not owned by but used on behalf of the Corporation. The BAL policy limits shall not be less than the following:

- Combined single limit \$1,000,000

E. Workers’ Compensation/Employer’s Liability. The Corporation shall maintain workers’ compensation and employer’s liability coverage with policy limits not less than the following:

- Workers’ Compensation (Coverage Part A)
 - Statutory
- Employer’s Liability (Coverage Part B)
 - \$100,000 each accident
 - \$500,000 disease – policy limit
 - \$100,000 disease – each employee

F. Commercial Crime/Employee Dishonesty. The Corporation shall maintain commercial crime/employee dishonesty coverage written on a blanket basis and with policy limits not less than the following:

• Employee Theft/Dishonesty	\$100,000
• Computer Theft & Fund Transfer Coverage	\$100,000
• Money & Securities	\$10,000
• Money orders & Counterfeit Currency	\$10,000
• Depositors Forgery	\$10,000
• Credit Card Forgery	\$10,000

G. Property Insurance. The Corporation shall annually prepare a schedule of the physical assets of the Corporation and maintain an appropriate level of commercial property coverage to insure the assets against physical damage.

Salina Regional Airport and Airport Industrial Center Economic Impact Summary Report

May 2021

The Report

- Prepared by Preston Gilson, Ph. D., Senior Policy Fellow, Docking Institute of Public Affairs, Fort Hays State University.
- More than 100 businesses and organizations surveyed.
- Data collected from survey responses, private data sources, and public data sources.
- Calendar year 2019 is the most recent year for all available economic data.
- The economic impact model used was IMPLAN. IMPLAN software and its data base calculates appropriate industry level multipliers at the county level.
- Total economic activity is reported as gross regional product (GRP). The 2019 Saline County GRP was 3,057,429,480.

About the Salina Regional Airport and Airport Industrial Center

- Site of the former Schilling AFB.
- Since 1965 the Salina Airport and Airport Industrial Center has been used to support private businesses, educational institutions, military units, governmental entities, and nonprofits.
- Home for more than 100 businesses and organizations.



Total Economic Impact on Saline County

Total Economic Impact Private businesses, public education institutions, military units, governmental units, and nonprofits.	\$1,297,934,889
Percent of Saline County GRP	42%
Total Employment Direct, indirect, and induced	7,005 jobs
Percent of Saline County Employment	17.6%
Average Annual Wage/Salary	\$58,450
Average Hourly Wage	\$28.10



BUSINESSES and ORGANIZATIONS



- * 1 Vision Aviation
- * A+ Aviation Services
- * Ag Services
- * ARINC Inc./Collins Aerospace
- * Avflight Salina Corporation
- * Blue Beacon International Flight Department
- * Bombardier - Learjet, Inc.
- * Central States Enterprises
- * Centurion Aviation
- * Civil Air Patrol
- * Crop Service Center
- * Enterprise Rent-A-Car
- * Federal Aviation Administration
- * Ft. Riley, KS
- * Garmin International

- * Heinen Brothers
- * Hertz / LAG Rentals
- * Houser Custom Ag, Inc.
- * Jet Stream
- * Kansas Army National Guard AASF #2
- * Kansas State University Salina Aerospace and Technology Campus
- * Midwest Air Traffic Control Services
- * Plains Environmental
- * Planemasters, Ltd
- * RMA Engineering
- * Safari, Inc.
- * Salina Aircraft Services
- * Schilling Aviation Services
- * SkyWest Airlines d/b/a United Airlines
- * Transportation Security Administration
- * Tyree Ag



- * Access Storage, Inc.
- * Accurate Electric
- * Airport Apartments
- * All Saints Orthodox Christian Church
- * Alltell Newco No. 4, LLC
- * APAC
- * Automation & Controls Integration
- * Belcher Industries
- * Berry Material Handling
- * Bimbo Bakeries
- * Boretac LLC
- * Brown Farms
- * Callabresi Heating & Cooling
- * Cash-Wa Direct
- * Century Business Systems
- * Choices Network, Inc.
- * City of Salina
- * City Wide Self Storage
- * Classics Auto Body
- * Cross-Midwest Tire Co.
- * Davis Automotive & Towing
- * Daws, Inc.
- * Dragun Corporation
- * Durham School Services
- * Enel Green Power
- * Exapta Solutions, Inc.
- * FedEx Express
- * FedEx Freight
- * Flotation Technologies
- * Forbes Bros. Timberline Const., Inc.
- * Gartner Refrigeration
- * Geocore, LLC
- * Geoprobe Systems
- * Girl Scouts
- * GT Midwest
- * Harbin Construction
- * Heineken Electric
- * Hutton Construction
- * IBT Industrial Solutions
- * J & R Enterprises
- * Kansas Erosion Products, LLC
- * Kansas Highway Patrol
- * Kansas National Guard
- * KO Storage
- * L & R Farms
- * L & S Builders
- * Laas Farms
- * Luminous Neon Art & Design Systems
- * Matrix Electronic Measuring, Inc.
- * McIntire Welding
- * Midwest Concrete
- * Milenium, Inc.

- * Nex-Tech
- * Oards Auto Repair
- * Occupational Center of Central Kansas (OCCK, Inc.)
- * Ovation Cabinetry, Inc.
- * Penske Truck Leasing
- * Pestinger Distributing Co.
- * Power Ad Company
- * Precision Machine & Welding
- * Quivera Gun Club
- * Salina Adult Education (USD 305)
- * Salina Area Technical College
- * Salina Auto Auction
- * Salina Machine
- * Salina Mini Storage
- * Salina Rescue Mission
- * Salina Vortex Corporation
- * Salina Waste Systems, Inc.
- * Saline County Bird Dog Assoc.
- * Saline County Shops
- * Schwans Company
- * Scientific Engineering
- * Sherwin Williams
- * Smoky Hill Winery
- * Smoky Hill, L.L.C.
- * Snak-Atak
- * Solution Outreach Center (OCCK, Inc.)
- * South Industrial Welding, Fabrication, Installation
- * Specialized Metal Fab
- * State of Kansas Drivers License Office
- * Storage Mart
- * Stryten Salina
- * Suda, Inc.
- * Sunflower Restaurant Supply
- * Superior Contracting & Manufacturing Services
- * Superior Plumbing & Heating Co.
- * Superior Pump & Electric Motor Service
- * Syring Golf
- * T & R Dirt Construction
- * Tool Time
- * Triangle Trucking
- * Turbocharger Solutions International
- * Unifirst
- * United Rentals, LLC
- * Universal Forest Products, Inc.
- * Veris Technologies
- * Waddle's Manufacturing, Inc. (Innovators West)
- * Waters, Inc.
- * Wilson Farms
- * Wimer Hay
- * Winfield United
- * Winwater Works Co.

Since 1965

* Airport Authority Tenants

SALINA AIRPORT AUTHORITY

SALINA REGIONAL AIRPORT & AIRPORT INDUSTRIAL CENTER

BY THE NUMBERS

AS OF FEBRUARY 26, 2025

2,832

Acres owned

- *2,502 Airport*
- *330 Industrial Center*

34

Development ready lots

- 280+ acres

119

Buildings owned and maintained

1,154,888

Buildings and Hangars Sq. ft.

- 276,247 Sq. ft. hangar space

1,029,054

Sq. ft. leased (Bldgs. and Hgrs.)

125,834

Sq. ft. vacant (Bldgs. and Hgrs.)

65+

Acres leased (land)

15

SAA Employees

2,262,897

Gallons of fuel sold – 2024

25,326

Passenger Enplanements – 2024

66,412

Aircraft Operations - 2024



12/20/2024

Corey Seaton
RT Specialty

Tel: 816-714-7477
E-Mail: corey.seaton@rtspecialty.com

Named Insured:	Salina Airport Authority
Insured Address:	3237 Arnold Ave. Salina, KS 67401
Line of Coverage:	ACE Municipal Advantage Public Entity Liability Insurance Policy
Insuring Company:	ACE American Insurance Company
Policy Period:	01/01/2025 – 01/01/2026
Policy Number:	G71465974 007

Dear Corey:

I am pleased to offer the attached binder for Salina Airport Authority.

Please review this binder for accuracy and contact Westchester prior to the effective date of policy coverage in the event of any inaccuracies to this binder. If Westchester does not hear from you prior to the effective date, it will be assumed that this binder has been accepted as an accurate description of our agreed upon terms of coverage.

Thank you for binding coverage with Westchester. If you should have any questions, please feel free to contact me.

Sincerely

Kathy Townsend
Underwriter
Westchester- Professional Risk

Named Insured: Salina Airport Authority
Policy Number: G71465974 007

The Insurer hereby binds the coverage described herein below. However, any obligations the Insurer may have under this Binder are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on 01/01/2025:
 - a. N/A
2. The Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

LIMITS AND PREMIUM:

ACE Municipal Advantage Public Entity Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE
1	\$2,000,000 / 2,000,000	\$25,000	IA. \$0 IA.2 and IB.\$ 10,000 IC.\$ 10,000	\$8,310	\$0	\$8,310

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. Please note that, if the policy is bound, as part of the insurance policy, the Insured will have access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to ACE USA Public Entity Legal Liability policyholders as part of their policies, as part of ACE USA Professional Risk loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services.

Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s):

1. Signature Endorsement – CC-1K11k (04/22) (admitted)
2. Trade or Economic Sanctions Endorsement – PF-46422 (07/15)
3. Chubb Producer Compensation Practices & Policies – ALL-20887a (03/16)
4. Policyholder Disclosure - Notice of Terrorism Insurance Coverage– TR-19606e (08/20)
- 5 U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders – ILP 001 (01/04)
- 6 Bond Exclusion – PF-23541 (01/08)
- 7 Network Security or Privacy Liability Exclusion – PF-37210 (02/12)
- 8 False Claims Act Exclusion – PF-38981 (01/13)
- 9 Professional Services Exclusion (Financial Services) – PF-29064 (03/10)
- 10 Public Entity Enhancement Endorsement – PF-308205 (10/20)
- 11 Limits of Liability Amended Endt. – PF-29986 (04/20)
- 12 KS Amendatory- PF-23587 (01/08)

This binder is valid for 30 days from the Effective Date.

When signed by the Insurer, the coverage described above is in effect from 12:01 AM (local time at the address shown above) of the Effective Date listed above to 12:01 AM (local time at the address shown above) of the Expiration Date listed above pursuant to the terms, conditions and exclusions of the policy form listed above and any policy endorsements described above. Unless otherwise indicated, this Binder may be canceled by the Insured, or by the Broker on behalf of the Insured, by written notice to the Insurer or by the surrender of this Binder stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insurer prior to the Effective Date by sending written notice to the Insured at the address shown above stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insurer on or after the Effective Date in the same manner and upon the same terms and conditions applicable to cancellation of the policy form listed above. If cancellation of the Binder, by or on behalf of either the Insured or the Insurer, is effective after the Effective Date, then the Insurer shall be entitled to the earned premium, on a pro-rata basis, for the covered period. Issuance by the Insurer and acceptance by or on behalf of the Insured of the policy shall render this Binder void except as indicated below.

Conditions precedent to coverage afforded by this Binder are: (1) receipt, review and acceptance of the information required herein within the stated timeframe; and (2) that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this Binder indicated above and the Effective Date. If such required information is not received, reviewed and accepted within the stated timeframe, or such material change in the risk is discovered or submission of a claim or circumstance is made, then the proposed insurance coverage will be void ab initio ("from the beginning").

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above premium. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Kathy Townsend
Underwriter
Westchester- Professional Risk

Premium Surcharges

If the issuing company indicated on the indication/quotation/binder is either ACE American Insurance Company or Westchester Fire Insurance Company, the following surcharges will apply in addition to the premium. Some exemptions apply. Premium surcharges are subject to change at the anniversary dates of multiyear policies paid in annual installments. Collection and remittance of premium surcharges for surplus lines policies, if applicable, are the responsibility of the surplus lines broker.

Kentucky Insureds

- Premium Surcharge 1.8%
- Local Government Premium Tax Varies by municipality

New Jersey Insureds

- NJ Property-Liability Insurance Guaranty Association 0.6%

West Virginia Insureds

- Premium Surcharge 0.55%

All Other Insureds

There are currently no premium surcharges in your state for this line of business. This is subject to change at the anniversary dates of multiyear policies paid in annual installments

TERMS OF TRADE

****PAYMENT DUE 30 DAYS FROM EFFECTIVE DATE****

Payment is due, in full, within 30 days from the date of this Binder or the Effective Date of this policy, whichever is later.

Failure to pay premium will result in cancellation of this policy.

Please make sure to include your ACE Policy Number in any correspondence and on any checks.

Please remit premium payment to:

Genius Payments
Regular Mail
ACE USA
Dept CH 10678
Palatine, IL 60055-0678

Genius Overnight Address
ACE American Insurance Co.
Genius-10678
5505 N. Cumberland Ave Suite 307
Chicago, IL 60656-1471
Attn: Box 10678

Wire Payment
Mellon Bank West, NA
3 Mellon Bank Center
Pittsburgh, PA 15259
ABA# 043000261
Account # 093-8373

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. ACE recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for ACE insureds, called EPL Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting ACE insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, ACE insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

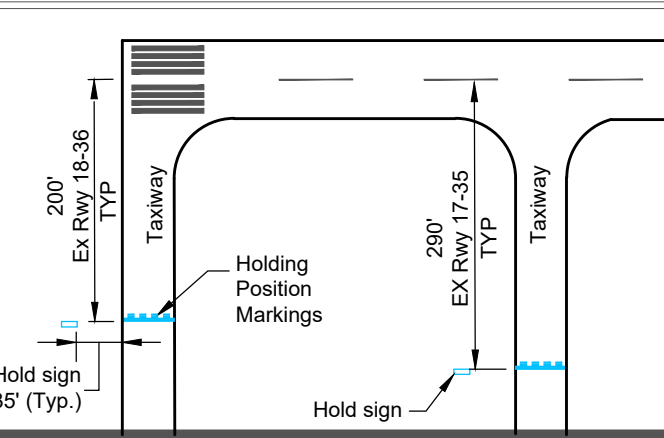
How do I access EPL Assist™?

Policyholders can simply visit www.EPLAssist.com to register or take a tour. Should you have a question on an employment situation please call 1-888-244-3844 or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the ACE Group of Companies ("ACE Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. ACE Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. ACE Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the ACE Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the ACE Group of Companies ("ACE Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. ACE Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. ACE Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the ACE Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

HOLD POSITION MARKINGS/SIGN (TYP)



GENERAL NOTES:

- EXISTING RUNWAY END ELEVATIONS, END COORDINATES, BEARINGS, AND LENGTHS NOTED IN THIS ALP FROM SURVEY PERFORMED BY WILSON AND COMPANY, KANSAS CITY, MO, AND PROCESSED BY MARTINEZ GEOSPATIAL, EAGAN, MN.
- HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983 - NAD83;
VERTICAL DATUM: NORTH AMERICAN DATUM 1988 - NAVD88.
- SEE TERMINAL AREA DRAWING, SHEETS 32 AND 33 FOR LANDSIDE DETAILS.
- SEE INNER PORTION OF THE APPROACH SURFACE DRAWINGS FOR THRESHOLD SITING SURFACE PENETRATIONS
- MAGNETIC DECLINATION FROM NOAA NATIONAL GEOGRAPHICAL DATA CENTER.
- CURRENT ELEVATIONS AT ROADWAY/APPROACH SURFACE INTERSECTIONS ARE ACTUAL ELEVATIONS AND DO NOT REFLECT 17, 15, OR 10' ADJUSTMENTS.
- 5' LINE OF SIGHT NOT MET BETWEEN ALL RUNWAYS.
- SELF SERVE FUEL PUMP TO BE RELOCATED. FUEL PUMP HOUSE TO BE DEMOLISHED AND RELOCATED.
- UP TO 12 BOX HANGARS TO BE DEVELOPED IN AREA 35.

NGS SURVEY CONTROL STATIONS

DESIGNATION	PERMANENT IDENTIFIER	LATITUDE	LONGITUDE
SLN A	DL6188	38° 47' 13.551" N	097° 39' 03.191" W
SLN B	DL6187	38° 46' 47.384" N	097° 39' 07.829" W
SLN C	DL6189	38° 47' 42.485" N	097° 39' 17.026" W

SLN A SETTING: SET IN A RETAINING WALL OR CONCRETE LEDGE
SLN B SETTING: SET IN STAINLESS STEEL ROD IN SLEEVE
SLN C SETTING: SET IN FOOTING OF STRUCTURE

RUNWAY END COORDINATES (NAD 83)

RUNWAY	LATITUDE	LONGITUDE
EXISTING RUNWAY 17	N 38° 48' 37.47"	W 97° 38' 45.46"
EXISTING RUNWAY 35	N 38° 46' 35.90"	W 97° 38' 45.14"
EXISTING RUNWAY 12	N 38° 47' 36.88"	W 97° 40' 01.11"
EXISTING RUNWAY 30	N 38° 46' 53.51"	W 97° 39' 00.39"
EXISTING RUNWAY 18	N 38° 47' 37.73"	W 97° 39' 41.28"
EXISTING RUNWAY 36	N 38° 46' 55.22"	W 97° 39' 41.18"
EXISTING RUNWAY 4	N 38° 47' 10.29"	W 97° 39' 22.12"
EXISTING RUNWAY 22	N 38° 47' 34.00"	W 97° 38' 47.42"
ULTIMATE RUNWAY 4	CLOSED	CLOSED
ULTIMATE RUNWAY 22	CLOSED	CLOSED

LEGEND

EXISTING	ULTIMATE	DESCRIPTION
		AIRPORT PROPERTY LINE
		AIRPORT REFERENCE POINT (ARP)
		AIRPORT ROTATING BEACON
		AVIGATION EASEMENT
		BUILDING RESTRICTION LINE
		STRUCTURES ON AIRPORT
		ABANDON BUILDING
		STRUCTURE OFF AIRPORT
		CRITICAL AREA
		AIRPORT PAVEMENT
		ABANDON/REMOVE PAVEMENT
		FENCE LINE
		HOLD MARKING
		SURVEY MONUMENT WITH IDENTIFIER
		OBJECT FREE AREA
		RUNWAY SAFETY AREA
		OBSTACLE FREE ZONE
		PRECISION OBSTACLE FREE ZONE
		RUNWAY PROTECTION ZONE
		RUNWAY VISIBILITY ZONE
		TIE-DOWNS
		PAPI-4
		RUNWAY END IDENTIFIER LIGHTS (REILs)
		WINDSOCK
		LOCALIZER
		TOPOGRAPHIC CONTOURS
		NO-TAXI ISLAND AREA

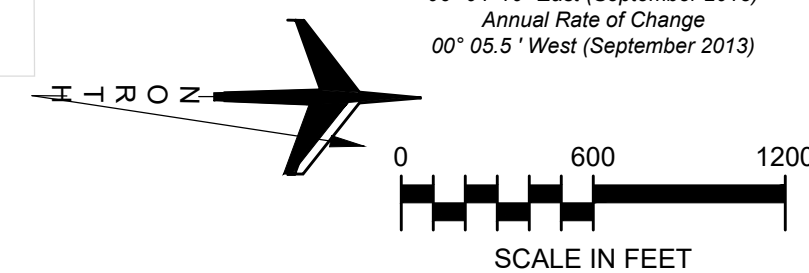
CONDITIONAL APPROVAL

The approval of this ALP is limited to existing facilities only (or those specific areas that FAA retains approval authority). Under Title 49 U.S.C. § 47107(a)(16) (as revised per section 163(d) of Pub.L. 115-254), FAA will separately determine whether it retains approval authority for each individual proposed facility depicted on the ALP before construction occurs and whether or not environmental review is required under NEPA. This is more fully described in our approval letter dated Sept 29, 2022. This approval action does not imply any commitment for Federal funding, or approval of future structures requiring notice under FAR Part 77.

Airport Planner, FAA Central Region

For Approval by
SALINA AIRPORT AUTHORITY

Signed by: *Timothy F. Rogers* Date: 09-26-2022
Timothy F. Rogers, AIA
Executive Director



Salina Regional Airport (KSLN)

AIRPORT LAYOUT DRAWING

Salina, KS

PLANNED BY: Mike W. Dmterko
DETAILED BY: Diana L. Hopkins
APPROVED BY: Mike W. Dmterko

February 2022

SHEET 3 OF 35

Coffman Associates
Airport Consultants
www.coffmanassociates.com

	Future MRO North Ramp Development	Coffman Associates	02/14/2022
	Future Terminal And Parking Expansion	Coffman Associates	10/01/2020
	As-built Taxiways 'B' and 'E', Runway 4-22 future redesign to accommodate TDG2 standards and designated as Taxiway 'D'.	Coffman Associates	06/11/2018

No.	REVISIONS	BY	DATE
1	Future MRO North Ramp Development	Coffman Associates	02/14/2022
2	Future Terminal And Parking Expansion	Coffman Associates	10/01/2020
3	As-built Taxiways 'B' and 'E', Runway 4-22 future redesign to accommodate TDG2 standards and designated as Taxiway 'D'.	Coffman Associates	06/11/2018

THE PREPARATION OF THESE DOCUMENTS WAS FINANCED IN PART THROUGH A PLANNING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT OR THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

Salina Air Service Scheduled Passenger Enplanement History

<u>YEAR</u>	<u>ENPLANEMENTS</u>	<u>COMMENTS</u>
<u>2024</u>	<u>25,326</u>	Skywest enplaned a total of 19,335 passengers while charter flights boarded a total of 5,991 passengers during 2024
2023	15,734	Skywest Airlines boarded a total of 15,165 passengers during the year while a total of 569 passengers boarded charter flights.
2022	21,183	SkyWest enplaned a total of 18,458 passengers while charter flights boarded a total of 2,725 during 2022.
2021	19,580	SkyWest Airlines boarded a total of 18,353 passengers while Ft. Riley charter flights boarded a total of 1,227 during 2021.
2020	13,165	March 2020 - Reduction of flights and passengers due to COVID-19 pandemic.
2019	21,189	SkyWest Airlines boarded a total of 19,710 passengers while Ft. Riley charter flights boarded a total of 1,479 during 2019.
2018	15,977	April 9, 2018 - SkyWest Airlines begins United Express jet service from Salina to Chicago and Denver March 27, 2018 - Great Lakes Airlines ceased operations at SLN.
2017	13,959	December 21, 2017 - USDOT selects SkyWest Airlines for Denver and Chicago flights using 50-passenger Canadair Regional Jet CRJ200 aircraft Great Lakes Airlines provides nonstop flights from SLN-DEN using 30-passenger Embraer 120 aircraft
2016	3,259	June 15, 2016 - Great Lakes Airlines starts nonstop flights from SLN - DEN January 15, 2016 - Seaport Airlines ceased operations at SLN. (January 15, 2016 - June 15, 2016) February 10, 2016 - USDOT selects Great Lakes Airlines for Denver flights starting on April 1, 2016
2015	1,124	Seaport replaces the PC-12 with Cessna Caravans
2014	2,138	Seaport completes the year without finalizing an interlocal code share agreement with a major KMCI partner.
2013	2,361	Seaport announces plans to move to Amadeus in 2014.
2012	2,561	April 2012 - Seaport awarded 4 year EAS contract
2011	2,705	Seaport's first full year of service. Excellent customer service, reliability, low fares and community marketing.
2010	2,941	April 2010 - Seaport Airlines awarded EAS contract and replaces Great Lakes with 3 daily flights to MCI.
2009	2,839	Great Lakes drops SLN-DEN service
2008	4,654	January 22, 2008 - Air Midwest files a 90 day notice to terminate its SLN service February 1, 2008 - DOT issues order selecting Great Lakes for the 2008 - 2010 SLN EAS Contract. February 5, 2008 - Great Lakes announces that it will replace Air Midwest on March 30, 2008 with 2 daily flights to Kansas City and 2 daily flights to Denver. March, 2008 - Great Lakes starts SLN service to MCI & DEN
2007	2,495	December 21, 2007 - DOT awards a 2-year EAS contract to Air Midwest (3/1/08 - 2/28/10) April 4, 2007 - DOT approves request for 2 non-stop flights at SLN and 3 non-stop flights at MHK effective June 1, 2007. September 20, 2007 - DOT issues order 2007-9-28 soliciting proposals from carriers to serve SLN & MHK for a new two year period. October 30, 2007 - received proposals for SLN & MHK service from Air Midwest and Great Lakes Aviation.
2006	2,029	March 15, 2006 - DOT awards EAS contract for SLN/MHK for a two-year period ending February 28, 2008. Three roundtrip flights per day SLN-MHK-MCI (OST-2006-11376) Out of 520 U.S. Commercial Service airports, SLN ranked 502 in total enplanements.

Salina Air Service

Scheduled Passenger Enplanement History

<u>YEAR</u>	<u>ENPLANEMENTS</u>	<u>COMMENTS</u>
2005	2,805	Department of Transportation Essential Air Service renewed in March 2006 for an additional two years. Out of 512 U.S. Commercial Service airports, SLN ranked 498 in total enplanements. 3 flights per day SLN-MHK-MCI. MHK takes majority of the seats.
2004	2,974	Manhattan Regional Airport (MHK) fare subsidy impacts SLN enplanements. 3 flights per day SLN-MHK-MCI
2003	2,319	September 30, 2003 - Air Midwest lowers fares at Salina by as much as 40%.
2003		January 5, 2003 - Air Midwest adds a third flight.
		February 11, 2003 - Mesa Air Group announces a special \$149 SLN-MCI local fare.
2002	2,565	January 16, 2002 - Mesa Air Group files a 90 day notice to discontinue scheduled non-subsidized EAS between SLN & MCI effective April 20, 2002 (OST-2002-11376-1)
		January 15, 2002 - RAP Executive Director, Maurice Parker & Colleen O'Day meet with SLN travel agents and business leaders.
2001	6,407	December 18, 2001 - Air Midwest cancels flight #5674 for an indefinite period of time, cutting SLN from 3 flights per day to 2 flights per day.
		October 7, 2001 - Air Midwest SLN-MCI service is reduced to 3 flights per day instead of the planned 4 flights per day.
		October 6, 2001 - Great Lakes ends SLN-DEN Service.
		September 11, 2001 - World Trade Center and Pentagon Attacks
		July 11, 2001 - Great Lakes' Notice to Terminate on October 9. Air Midwest announces 4 flights per day on October 7, 2001.
2000	10,270	Great Lakes pairs SLN with HYS instead of GLD. December, 2000 Air Midwest reduces flights to two per day.
1999	13,638	Total passenger enplanements increased 4.7% over 1998. (Frequency, fares and schedules)
		September, 1999 - Great Lakes Aviation reduces flights to 2 flights daily.
1998	13,021	April, 1998 - Great Lakes Aviation replaces Mesa as the operator of United Express Air Service.
		January, 1998 - Mesa Airlines starts United Express service.
1997	9,153	USAirways Express enplanements increase 5.8% over 1996. The SAA increased air service promotion efforts.
1996	8,652	USAir Express reduces service to three flights per day during April, 1996.
1995	7,840	USAir Express begins to replace Beech 1900C Airliners with the stand-up cabin Beech 1900D Airliner.
		August 6 - The fourth USAir Express flight is added.
1994	7,175	April/May, 1994, the SAA sponsors a travel agency promotion. The fly Salina Challenge pays participating agencies \$5 for each passenger ticketed above an established agency base.
		Enplanements increased 40% over 1993.
		January, 1994, USAir implements a \$40 add on to USAir MCI fares for USAir Express. February, 1994, the Salina Journal begins a weekly air fare comparison in the Sunday business section.
1993	5,098	Summer, 1993, Salina Area Travel Agency survey completed. Proposal for new SLN-MCI fare structure is made. The new SLN fare would be based upon a \$40 add-on to USAir MCI fares. This is consistent with the MHK \$30 add-on.
1992	5,649	March, 1992 Air Midwest completes transition to new Beech 1900C aircraft.

Salina Air Service
Scheduled Passenger Enplanement History

<u>YEAR</u>	<u>ENPLANEMENTS</u>	<u>COMMENTS</u>
1991	4,760	Air Midwest sold its TW Express service to Trans States Airlines. May, 1991, Trans States terminates it service and Air Midwest again services Salina, this time as US Air Express. 3 flights per day connecting with USAir flights in Kansas City.
1990	5,707	Air Midwest operated as TW Express from Salina to St. Louis - 3 flights/day
1989	10,252	Air Midwest operated as Braniff Express until October, 1989. October through December, Air Midwest operated under its own name, Salina to Kansas City, 3 flights per day.
1988	9,159	Eastern Express service ended in August, 1988. Air Midwest initiated Braniff Express service in September, 1988.
1987	8,721	Air Midwest operated as Eastern Express the full year.
1986	6,987	Air Midwest initiated Eastern Express service in February, 1986.
1985	7,353	Air Midwest Metroliner service to K.C.I.
1984	6,272	Air Midwest Metroliner service to K.C.I.
1983	7,241	Frontier suspended service in January, 1983. Air Midwest initiated service in January, 1983.
1982	12,021	Frontier Airlines
1981	17,383	Frontier Airlines Service to Denver with B-737.
1980	28,282	Frontier Airlines Service to Denver with C-580.



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 22nd day of December, 2023

Essential Air Service at

NORTH PLATTE, NEBRASKA
(FAIN 69A3452460445)¹
SALINA, KANSAS
(FAIN 69A3452460447)
SCOTTSBLUFF, NEBRASKA
(FAIN 69A3452460446)

DOT-OST-1999-5173

DOT-OST-2002-11376

DOT-OST-2003-14535

under 49 U.S.C. § 41731 *et seq.*

ORDER SELECTING AIR CARRIER

Summary

By this Order, the U.S. Department of Transportation (the Department) is selecting SkyWest Airlines, Inc., marketed as United Express (SkyWest), to provide Essential Air Service (EAS) using 50-passenger Bombardier CRJ200 (CRJ200) aircraft for the three-year contract term from January 1, 2024, through December 31, 2026, at the following communities and subsidy rates:

<u>Community</u>	<u>Year 1 Annual Subsidy²</u>	<u>Year 2 Annual Subsidy</u>	<u>Year 3 Annual Subsidy</u>	<u>Weekly Frequencies</u>	<u>Hub(s)³</u>
North Platte, Nebraska	\$5,119,465	\$5,477,828	\$5,861,276	12	DEN
Salina, Kansas	\$5,958,376	\$6,375,463	\$6,821,745	12	DEN/ ORD
Scottsbluff, Nebraska	\$4,732,229	\$5,063,485	\$5,417,929	12	DEN

¹ FAIN = Federal Award Identification Number.

² Such subsidy is calculated and distributed on a fiscal year basis, subject to the availability of funds.

³ DEN = Denver International Airport. ORD = Chicago O'Hare International Airport.

Background

North Platte

By Order 2019-10-15, issued on October 22, 2019, the Department selected SkyWest to provide EAS at North Platte for a three-year term from February 1, 2020, through January 31, 2023. SkyWest was to provide North Platte with 12 weekly round trips to DEN using CRJ200 aircraft at an annual subsidy rate of \$3,429,349.

On March 10, 2022, SkyWest, in accordance with the requirements of 49 U.S.C. § 41734(a), filed a 90-day notice of its intent to terminate service at North Platte, effective June 8, 2022.

In response to SkyWest's notice, the Department issued Order 2022-3-8 on March 11, 2022, requesting proposals from air carriers interested in providing replacement EAS at North Platte for a new contract term and prohibiting SkyWest from terminating its service until the replacement carrier commences EAS. In response to that order, Boutique Air, Inc. (Boutique Air), Northern Pacific Airways, Inc. d/b/a Ravn Alaska (Ravn), and Southern Airways Express, LLC (Southern) submitted proposals for consideration at North Platte.

By letter dated June 7, 2022, Mr. Sam Seafeldt, Airport Manager for North Platte Regional Airport, submitted a letter stating that the North Platte Airport Authority voted unanimously not to support the three air carrier proposals.⁴ North Platte declined to request that the Department waive the community's right⁵ to basic EAS consisting of [aircraft](#) with at least 2 engines and using 2 pilots.⁶ Therefore, the proposals of Boutique Air and Southern could not be considered. Ravn's proposal was packaged with Kearney, Nebraska; meaning its proposal was contingent on being selected at both Kearney and North Platte. Ravn's proposal was not supported by Kearney and, by Order 2022-8-17, issued on August 12, 2022, the Department selected Key Lime Air Corporation d/b/a Denver Air Connection (Denver Air) to provide EAS at Kearney starting November 1, 2022. Therefore, the Department was unable to select Ravn's proposal.

With the Department unable to select a new carrier for North Platte's EAS, the Department issued Order 2022-10-4 on October 6, 2022, rejecting the proposals and soliciting a new round of proposals.⁷ In response to that Order, Ravn and SkyWest Charter, LLC (SWC) submitted proposals for consideration.

SWC does not possess the requisite economic authority from the DOT's Air Carrier Fitness Division to operate its proposed public charter flights at North Platte and, as such, its submitted proposal is not acceptable for the program. Therefore, the Department could not select SWC.

Although Ravn's proposal at North Platte met some of the criteria the Department is required to consider when selecting a proposal for EAS, the community expressed concerns about its

⁴ "North Platte Airport Authority (Community Comment)," June 7, 2022, at <https://www.regulations.gov/document/DOT-OST-1999-5173-0134>.

⁵ 49 U.S.C. § 41732(c).

⁶ 49 U.S.C. § 41732(b)(5).

⁷ On February 28, 2023, North Platte requested that the due date for EAS proposals at the community be extended to July 6, 2023. The Department granted that request.

proposal and the ability of the carrier to operate reliably at the community, and therefore did not support it. The Department noted that Ravn ended service to two communities in Alaska in October 2023, with Ravn's chief commercial officer citing a pilot shortage.⁸

By Order 2023-10-8, issued on October 25, 2023, the Department rejected the proposals submitted in response to Order 2022-10-4 at North Platte, and solicited a new round of proposals for a contract term beginning January 1, 2024. In response to that order, Boutique Air, New Pacific Airlines, Inc. (New Pacific), and SkyWest submitted proposals for consideration.

Salina

By Order 2020-1-15, issued on January 29, 2020, the Department selected SkyWest, to provide EAS at Salina to ORD and/or DEN using CRJ-200 aircraft for a three-year contract term from April 1, 2020, through March 31, 2023, at an annual subsidy rate of \$3,310,166.

On March 10, 2022, SkyWest, in accordance with the requirements of 49 U.S.C. § 41734(a), filed a 90-day notice of its intent to terminate service at Salina, effective June 8, 2022.

On June 24, 2022, SkyWest withdrew its notice of intent to terminate its EAS at Salina. Therefore, by Order 2022-8-1, issued on August 1, 2022, the Department terminated the search for replacement EAS at Salina as originally started by Order 2022-3-8.

As the end of Salina's EAS contract term approached, the Department issued Order 2022-11-26 on November 17, 2022, requesting proposals from air carriers interested in providing EAS at Salina for a new contract term.⁹ In response to that solicitation, Denver Air and SWC submitted proposals for consideration. As noted earlier, SWC does not possess the requisite economic authority from the DOT's Air Carrier Fitness Division to operate its proposed service at Salina and, as such, its proposal was not acceptable for the program. Therefore, the Department was unable to select SWC for Salina's EAS.

With respect to Denver Air's proposal at Salina, the proposal was contingent on service starting July 1, 2024. The community stated that contingency was unreasonable and, therefore, did not support it. By Order 2023-10-8, the Department rejected the proposals submitted in response to Order 2022-11-26 and solicited a new round of proposals for a contract term beginning January 1, 2024. In response to that Order, Boutique Air and SkyWest submitted proposals for consideration.

⁸ Alex DeMarban. (October 6, 2023). "Ravn Alaska halts flights to Kenai and Aniak, citing nationwide pilot shortage," *Anchorage Daily News*. <https://www.adn.com/alaska-news/aviation/2023/10/06/ravn-alaska-halts-flights-to-kenai-and-aniak-citing-nationwide-pilot-shortage/>.

⁹ The due date for proposals was originally December 20, 2022; however, the community of Salina requested that the due date for proposals be extended to March 1, 2023. Subsequently, the Department issued Order 2023-2-12 on February 15, 2023, extending the contract term of SkyWest at Salina, Kansas from April 1, 2023, through June 30, 2023, at the current annual subsidy. On February 16, 2023, the community requested a second extension to the due date for proposals to July 7, 2023. Since Salina's contract was set to expire on June 30, 2023, the Department issued Order 2023-7-14 on July 28, 2023, extending the requirement for SkyWest to provide EAS at Salina to cover the period from July 1, 2023, through September 30, 2023, and once again by Order 2023-8-26, issued on August 30, 2023, to cover the period from October 1, 2023, through December 31, 2023.

Scottsbluff

By Order 2019-10-15, issued on October 22, 2019, the Department selected SkyWest to provide EAS at Scottsbluff for a three-year term from February 1, 2020, through January 31, 2023.

SkyWest was to provide Scottsbluff with 12 weekly round trips to DEN using CRJ-200 aircraft at an annual subsidy rate of \$2,989,039.

On March 10, 2022, SkyWest, in accordance with the requirements of 49 U.S.C. § 41734(a), filed a 90-day notice of its intent to terminate service at Scottsbluff, effective June 8, 2022.

Boutique Air and Southern submitted proposals for consideration at Scottsbluff.

By letter dated June 24, 2022, Mr. Raul Aguilar, Airport Director for Western Nebraska Regional Airport, wrote that the community of Scottsbluff rejected the proposals submitted by Boutique Air and Southern. Scottsbluff declined to request that the Department waive the community's right to basic EAS consisting of aircraft with at least 2 engines and using 2 pilots. Thus, the Department was unable to select either air carrier's proposal at Scottsbluff.

With the Department unable to select either proposal, the Department issued Order 2022-10-4 on October 6, 2022, rejecting the proposals and soliciting a new round of proposals. In response to that order, SWC submitted a proposal for consideration. The Department issued Order 2023-5-2, on May 1, 2023, rejecting SWC's proposal because Scottsbluff did not request a waiver from Title 49 U.S.C. 41732(a)¹⁰, which describes basic EAS as scheduled air service. This order also stated that a new round of proposals would be solicited at a later date.

By Order 2023-10-8, the Department solicited proposals at Scottsbluff for a new contract term beginning January 1, 2024. In response to that order, Boutique Air and SkyWest submitted proposals for consideration.

While the Department proceeded with these air carrier selection cases, a series of successive 30-day hold-in orders were issued requiring SkyWest to continue serving North Platte and Scottsbluff until a new air carrier began full EAS at the communities. Those orders can be viewed under each community's docket number at www.regulations.gov.

¹⁰ Title 49 U.S.C. 41732(c) states: "Notwithstanding section 41733(e), upon request by an eligible place, the Secretary may waive, in whole or in part, subsections (a) and (b) of this section or subsections (a) through (c) of section 41734. A waiver issued under this subsection shall remain in effect for a limited period of time, as determined by the Secretary."

Summary of Air Carrier Proposals at North Platte

<u>Carrier/ Service Option</u>	<u>Annual Subsidy (Year 1)</u>	<u>Annual Subsidy (Year 2)</u>	<u>Annual Subsidy (Year 3)</u>	<u>Annual Subsidy (Year 4)</u>	<u>Community Support?</u>	<u>Hub(s)</u>	<u>Round Trips per Week</u>	<u>Aircraft</u>	<u>Seats</u>	<u>Interline/ Codeshare</u>
Boutique Air, Option 1A	\$4,839,100	\$5,177,837	\$5,540,285	\$5,928,105	No	DEN	24	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 1B	\$4,839,100	\$6,152,537	\$6,583,215	\$7,044,040	No	DEN	24	P180	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 2A	\$5,384,507	\$5,761,423	\$6,164,722	\$6,596,253	No	DEN	28	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 2B	\$6,724,153	\$7,194,843	\$7,698,482	\$8,237,376	No	DEN	28	P180	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 3A	\$6,538,546	\$6,996,244	\$7,485,981	\$8,010,000	No	DEN	35	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 3B	\$8,291,792	\$8,872,217	\$9,493,272	\$10,157,801	No	DEN	35	P180	8/9	American (interline)/ United (interline and codeshare)
New Pacific	\$7,285,594	\$7,722,730	N/A	N/A	No	DEN	12	Dash-8	37	Interlines with Alaska, American, Delta, Sun Country, and United
SkyWest	\$5,119,465	\$5,477,828	\$5,861,276	N/A	Yes	DEN	12	CRJ200	50	United (codeshare)

Summary of Air Carrier Proposals at Salina

<u>Carrier/ Service Option</u>	<u>Annual Subsidy (Year 1)</u>	<u>Annual Subsidy (Year 2)</u>	<u>Annual Subsidy (Year 3)</u>	<u>Annual Subsidy (Year 4)</u>	<u>Community Support?</u>	<u>Hub(s)</u>	<u>Round Trips per Week</u>	<u>Aircraft</u>	<u>Seats</u>	<u>Interline/ Codeshare</u>
Boutique Air, Option 1	\$4,385,548	\$4,626,753	\$4,881,224	\$5,149,691	No	MCI	28	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 2	\$5,011,841	\$5,011,841	\$5,362,669	\$5,738,056	No	MCI/ DFW	21 to MCI/ 7 to DFW	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 3	\$5,356,361	\$5,356,361	\$5,731,306	\$6,132,498	No	MCI	35	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 4	\$6,270,169	\$6,270,169	\$6,709,080	\$7,178,716	No	MCI/ DFW	21 to MCI/ 14 to DFW	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 5	\$4,652,538	\$4,652,538	\$4,978,216	\$5,326,691	No	MCI/ DEN	21 to MCI/ 7 to DEN	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 6	\$6,131,807	\$6,127,174	\$6,464,169	\$6,819,698	No	MCI/ DEN	21 to MCI/ 14 to DEN	PC-12	8/9	American (interline)/ United (interline and codeshare)
SkyWest	\$5,958,376	\$6,375,463	\$6,821,745	N/A	Yes	DEN/ ORD	12	CRJ200	50	United (codeshare)

Summary of Air Carrier Proposals at Scottsbluff

<u>Carrier/ Service Option</u>	<u>Annual Subsidy (Year 1)</u>	<u>Annual Subsidy (Year 2)</u>	<u>Annual Subsidy (Year 3)</u>	<u>Annual Subsidy (Year 4)</u>	<u>Community Support?</u>	<u>Hub(s)</u>	<u>Round Trips per Week</u>	<u>Aircraft</u>	<u>Seats</u>	<u>Interline/ Codeshare</u>
Boutique Air, Option 1A	\$3,986,217	\$3,986,217	\$4,265,252	\$4,563,820	No	DEN	28	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 1B	\$4,914,063	\$4,914,063	\$5,258,047	\$5,626,111	No	DEN	28	P180	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 2A	\$4,333,690	\$4,333,690	\$4,637,048	\$4,961,641	No	DEN	35	PC-12	8/9	American (interline)/ United (interline and codeshare)
Boutique Air, Option 2B	\$5,423,883	\$5,423,883	\$5,803,555	\$6,209,803	No	DEN	35	P180	8/9	American (interline)/ United (interline and codeshare)
SkyWest	\$4,732,229	\$5,063,485	\$5,417,929	N/A	Yes	DEN	12	CRJ200	50	United (codeshare)

The complete public file for EAS at all three communities, including air carrier proposals, may be accessed online through the Federal Docket Management System at www.regulations.gov by entering each community's docket number in the "Search" field.

Community and State Comments

On November 15, 2023, the Department requested comments from North Platte, Salina, and Scottsbluff regarding this EAS carrier-selection case. All three communities submitted letters supporting the proposal put forth by SkyWest.

North Platte

By letter dated November 29, 2023, the Honorable Brandon A. Kelliher, Mayor of North Platte, submitted a letter expressing his endorsement of SkyWest as the community's preferred provider of its EAS.¹¹ Mayor Kelliher wrote:

After careful consideration of the available options, it is evident that SkyWest Airlines stands out as the most favorable candidate to continue providing [EAS] to North Platte. Their impressive fleet of safe and reliable aircraft, coupled with well-timed schedules, ensures that passengers have access to convenient travel options. Furthermore, SkyWest's affiliation with one of

¹¹ "City of North Platte, Nebraska (Correspondence), November 29, 2023, at <https://www.regulations.gov/document/DOT-OST-1999-5173-0173>.

the world's largest airline networks opens up unparalleled opportunities for our residents, facilitating seamless connectivity to a myriad of destinations.

Mr. Justin Gosnell, Airport Manager at North Platte Regional Airport, submitted a letter on behalf of the North Platte Airport Authority supporting SkyWest's proposal.¹²

Salina

The Department received letters from the City of Salina,¹³ Salina Airport Authority,¹⁴ Saline County,¹⁵ and Salina Area Chamber of Commerce,¹⁶ all expressing support for SkyWest's proposal.

Mr. Timothy F. Rogers, Executive Director of the Salina Airport Authority, explained why the Authority supported SkyWest, namely: Boutique's proposal using 9-passenger aircraft simply did not meet the air service needs of the community, SkyWest's codeshare with United provides Salina passengers "excellent" access to the national air transportation system via its DEN and ORD hubs, the flights were well-timed to provide passengers the greatest number of domestic and international connections, and that the community has been "very happy" with the "exemplary" service that SkyWest has provided.

The letters submitted by the other community entities echoed Mr. Rogers' sentiments, as well as expressing a preference that SkyWest drop the current "tag" with Hays, Kansas (in other words, Salina sharing its flight with Hays then continuing on to either DEN or ORD.) The community prefers nonstop service to the DEN and ORD hubs and believes tagging their flights with Hays reduces passenger enplanements.

Scottsbluff

The City of Scottsbluff and Western Nebraska Regional Airport submitted letters¹⁷ supporting the proposal put forth by SkyWest.

The Honorable Jeanne McKerrigan, Mayor of Scottsbluff wrote:¹⁸

SkyWest Airlines is a reputable provider that has become relied upon by our community and the region. Their proposal to service

¹² "North Platte Airport Authority (Correspondence)," November 29, 2023, at <https://www.regulations.gov/document/DOT-OST-1999-5173-0174>.

¹³ "City of Salina, Kansas (Community Comments)," November 21, 2023, <https://www.regulations.gov/document/DOT-OST-2002-11376-0241>.

¹⁴ "Salina Airport Authority (Community Comments)," November 16, 2023, at <https://www.regulations.gov/document/DOT-OST-2002-11376-0240>.

¹⁵ "Saline County Commission (Community Comments)," November 28, 2023, <https://www.regulations.gov/document/DOT-OST-2002-11376-0242>.

¹⁶ "Saline Area Chamber of Commerce (Community Comments)," November 28, 2023, at <https://www.regulations.gov/document/DOT-OST-2002-11376-0243>.

¹⁷ "Western Nebraska Regional Airport (Correspondence)," November 21, 2023, at <https://www.regulations.gov/document/DOT-OST-2003-14535-0208>.

¹⁸ "City of Scottsbluff, Nebraska (Community Comments)," November 22, 2023, at <https://www.regulations.gov/document/DOT-OST-2003-14535-0207>.

our community with [CRJ200] aircraft is a safe, reliable aircraft. ...Our community has grown to expect and count on reliable air service with excellent connectivity to Denver International Airport. SkyWest's [p]roposal for Essential Air Service to and from Western Nebraska Regional Airport is critical to the economic viability of the airport and the region's economy.

Decision

Title 49 U.S.C. § 41733(c)(1) directs the Department to consider five factors when making an air carrier selection for a community not in Alaska where basic EAS will not be provided without compensation:¹⁹ (A) service reliability of the applicant air carrier; (B) the existence of contractual and marketing arrangements with a larger air carrier at the hub; (C) the existence of interline arrangements with a larger air carrier at the hub; (D) the preferences of the actual and potential users of the EAS, giving substantial weight to the views of the elected officials representing those users; and (E) whether the air carrier has included a plan in its proposal to market its EAS to the community. In addition, Section 41732(b)(1)(A) requires basic EAS to include at least two daily round trips six days a week for an eligible place not in Alaska. Finally, the Further Continuing Appropriations and Other Extensions Act, 2024, Pub. L. No. 118-22 (November 16, 2023), authorizes the Department to consider the relative subsidy requirements of the applicant air carriers.

SkyWest's proposal meets the air carrier selection criteria the Department is required to consider, and the Department finds its service and subsidy levels reasonable. Therefore, the Department selects SkyWest to provide EAS for new, three-year contract terms at North Platte, Salina, and Scottsbluff.

SkyWest has served the three communities for more than five years, and during that time it has provided them reliable EAS. In addition, SkyWest's codeshare with United Airlines will provide the communities connectivity to the national air transportation system. United's hubs at DEN and ORD will enable passengers with access to United's extensive domestic and international connections. Furthermore, all three communities strongly supported SkyWest's proposal to continue their EAS. Lastly, SkyWest included in its proposals \$20,000 to market its service at each of the communities.

Finally, the Department's decision is consistent with the authority granted by the Further Continuing Appropriations and Other Extensions Act, 2024, Pub. L. No. 118-22 (November 16, 2023), to the Department to consider the relative subsidy requirements of the applicant air carriers in making its decision to award an EAS subsidy for a community.

Reminder About EAS Eligibility

To remain eligible for EAS, communities must comply with all applicable EAS eligibility requirements. We note that many of the traditional eligibility requirements, including those below, do not apply for Fiscal Year 2024, by the Further Continuing Appropriations and Other

¹⁹ The Department did not receive any proposals to provide EAS at any of the three communities without subsidy.

Extensions Act, 2024, Pub. L. No. 118-22 (November 16, 2023).²⁰ However, unless Congress waives this eligibility criteria for future fiscal years, compliance will resume at the beginning of Fiscal Year 2025 (October 1, 2024).

Title 49 U.S.C. § 41731(a)(1)(B) provides that a community must maintain an average of 10 enplanements per service day, as determined by the Secretary of Transportation, during the most recent fiscal year, to remain eligible for EAS. Locations in Alaska and Hawaii, and communities that are more than 175 driving miles from the nearest large- or medium-hub airport, are exempt from this requirement. North Platte, Salina, and Scottsbluff are *not* subject to this requirement, because they are more than 175 miles from the nearest large- or medium-hub airport.

Further, the Department of Transportation and Related Agencies Appropriations Act, 2000, Pub. L. No. 106-69 (October 9, 1999), prohibits the Department from subsidizing EAS to communities located within the 48 contiguous States that require a subsidy per passenger amount exceeding \$200 (“Subsidy Cap”), unless the community is located more than 210 miles from the nearest large- or medium-hub airport. Salina and Scottsbluff *are* subject to this requirement, because they not more than 210 miles from the nearest large- or medium-hub airport. North Platte, however, is *not* subject to this requirement, because it is more than 210 miles from the nearest large- or medium-hub airport.

EAS communities, except for those in Alaska and Hawaii, must have had an average subsidy per passenger of less than \$1,000 during the most recent fiscal year, regardless of the distance to the nearest large- or medium-hub airport.²¹

The Department expects SkyWest to work with North Platte, Salina, and Scottsbluff to ensure that each community complies with the applicable requirements. Communities that fail to comply with the applicable above requirements may risk having their eligibility in the EAS program terminated. In the event the Department terminates a community’s eligibility for EAS due to lack of compliance, that action will supersede this Order.

Air Carrier Fitness

Title 49 U.S.C. §§ 41737(b) and 41738 require that the Department find an air carrier fit, willing, and able to provide reliable service before the Department may subsidize it to provide EAS. SkyWest is subject to the Department’s continuing fitness requirements, and no information has come to the Department’s attention that would cause the Department to question the air carrier’s fitness at this time. The Federal Aviation Administration has not raised concerns that would negatively affect the Department’s fitness findings. The Department therefore concludes that SkyWest remains fit to conduct the operations proposed at North Platte, Salina, and Scottsbluff.

²⁰ The same requirements to maintain eligibility for EAS also did not apply Fiscal Years 2020 and 2021 by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020), for Fiscal Year 2022 by the Consolidated Appropriations Act, Pub L. No. 117-103 (March 15, 2022), and for Fiscal Year 2023 by the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (December 29, 2022).

²¹ See 49 U.S.C. § 41731(a)(1)(C).

This Order is issued under authority delegated by the Secretary of Transportation in 49 CFR § 1.25a(b)(6)(ii)(D), as directed by the Assistant Secretary for Aviation and International Affairs under 49 CFR § 1.60(b).

Accordingly,

1. The Department selects SkyWest Airlines, Inc. to provide Essential Air Service at North Platte, Nebraska, Salina, Kansas, and Scottsbluff, Nebraska, from January 1, 2024, through December 31, 2026, in accordance with the proposals set forth in Appendix A, and establishes the annual subsidy rates as described in Appendix B;
2. The Department makes these selections contingent upon receiving properly-executed certifications from SkyWest Airlines, Inc. that it is in compliance with the Department's regulations regarding drug-free workplaces and nondiscrimination, as well as the regulations concerning lobbying activities;²²
3. The Department directs SkyWest Airlines, Inc. to retain all books, records, and other source and summary documentation to support claims for payment, including copies of flight logs for aircraft used to provide EAS under this Order and sold or disposed of, and to preserve and maintain such documentation in a manner that readily permits its audit and examination by representatives of the Department. This documentation shall be retained for three years from the last day of service under this Order, or such longer period as the Department may notify the air carrier. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The air carrier may forfeit its compensation for any claim that is not supported under the terms of this Order;
4. The Department finds that SkyWest Airlines, Inc. is fit, willing, and able to perform Essential Air Service at North Platte, Nebraska, Salina, Kansas, Scottsbluff, Nebraska;
5. These dockets will remain open pending further Department action; and

²² The certifications are available online under "Reports and Publications" at <http://www.transportation.gov/office-policy/aviation-policy/essential-air-service-reports>.

6. The Department will serve this Order on the Airport Manager of North Platte Regional Airport, the Mayor of North Platte, Nebraska, Executive Director of Salina Airport Authority, the Mayor of Salina, Kansas, the Airport Manager of Western Nebraska Regional Airport (Scottsbluff), the Mayor of Scottsbluff, Nebraska, SkyWest Airlines, Inc., Boutique Air, Inc., and New Pacific Airlines, Inc.

By:

CINDY A. BARABAN
Deputy Assistant Secretary
for Aviation and International Affairs

(SEAL)

An electronic version of this document is available at
www.regulations.gov

SkyWest Proposal to Provide EAS at North Platte

**SkyWest Airlines
Essential Air Service Bid
11/14/2023**

	DEN LBF
Number of round trips per week	12.0
Aircraft type	CRJ - 50 Seat

Passenger Revenue

Passengers	31,824
Average fare	\$ 90.00
Revenue	\$ 2,864,160

Block Time

Trip block time (minutes)	67
Total scheduled block time	1,398
Total completed block time	1,356

RPMS

Passengers	31,824
Stage length	228
Total RPMs	7,255,872

ASMs

Scheduled departures	1,248
Completed departures	1,211
Stage length	228
Available Seats	50
Total ASMs	14,227,200

Revenue	\$ 2,864,160
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Marketing Costs	\$ 20,000
Direct operating expenses	\$ 4,395,805
Departure related	\$ 3,055,051
ASM related	\$ 132,598
Total expenses	\$ 7,603,453

Operating income (loss)	\$ (4,739,293)
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5% profit margin	\$ 380,173
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Annual subsidy requirement (Year 1)	\$ 5,119,465
Annual subsidy requirement (Year 2)	\$ 5,477,828
Annual subsidy requirement (Year 3)	\$ 5,861,276

Effective Subsidy rate per unit

Subsidy per trip	\$ 4,229
Subsidy per passenger	\$ 161
Load factor	51%

SkyWest Proposal to Provide EAS at Salina

SkyWest Airlines
Essential Air Service Bid
11/14/2023

	DEN SLN	ORD SLN	SLN
Number of round trips per week	6.0	6.0	12.0
Aircraft type	CRJ - 50 Seat	CRJ - 50 Seat	CRJ - 50 Seat
Passenger Revenue			
Passengers	19,032	19,656	38,688
Average fare	\$ 106.00	\$ 110.00	\$ 108.00
Revenue	\$ 2,017,392	\$ 2,162,160	\$ 4,179,552
Block Time			
Trip block time (minutes)	90	114	102
Total scheduled block time	936	1,186	2,122
Total completed block time	908	1,150	2,058
RPMS			
Passengers	19,032	19,656	38,688
Stage length	383	559	471
Total RPMs	7,289,256	10,987,704	18,276,960
ASMs			
Scheduled departures	624	624	1,248
Competed departures	605	605	1,211
Stage length	383	559	471
Available Seats	50	50	50
Total ASMs	11,949,600	17,440,800	29,390,400
Revenue	\$ 2,017,392	\$ 2,162,160	\$ 4,179,552
Marketing Costs	\$ 10,000	\$ 10,000	\$ 20,000
Direct operating expenses	\$ 2,826,994	\$ 3,479,207	\$ 6,306,201
Departure related	\$ 1,527,525	\$ 1,527,525	\$ 3,055,051
ASM related	\$ 111,370	\$ 162,548	\$ 273,919
Total expenses	\$ 4,475,890	\$ 5,179,280	\$ 9,655,170
Operating income (loss)	\$ (2,458,498)	\$ (3,017,120)	\$ (5,475,618)
5% profit margin	\$ 223,794	\$ 258,964	\$ 482,758
Annual subsidy requirement (Year 1)	\$ 2,682,292	\$ 3,276,084	\$ 5,958,376
Annual subsidy requirement (Year 2)	\$ 2,870,053	\$ 3,505,410	\$ 6,375,463
Annual subsidy requirement (Year 3)	\$ 3,070,956	\$ 3,750,789	\$ 6,821,745
Effective Subsidy rate per unit			
Subsidy per trip	\$ 4,431	\$ 5,413	\$ 4,922
Subsidy per passenger	\$ 141	\$ 167	\$ 154
Load factor	61%	63%	62%

SkyWest Proposal to Provide EAS at Scottsbluff

SkyWest Airlines	
Essential Air Service Bid	
11/14/2023	
	DEN BFF
Number of round trips per week	12.0
Aircraft type	CRJ - 50 Seat
Passenger Revenue	
Passengers	23,949
Average fare	\$ 95.00
Revenue	\$ 2,275,166
Block Time	
Trip block time (minutes)	58
Total scheduled block time	1,206
Total completed block time	1,170
RPMS	
Passengers	23,949
Stage length	150
Total RPMs	3,592,368
ASMs	
Scheduled departures	1,248
Completed departures	1,211
Stage length	150
Available Seats	50
Total ASMs	9,360,000
Revenue	\$ 2,275,166
Marketing Costs	\$ 20,000
Direct operating expenses	\$ 3,511,424
Departure related	\$ 3,055,051
ASM related	\$ 87,235
Total expenses	\$ 6,673,710
Operating income (loss)	\$ (4,398,544)
5% profit margin	\$ 333,686
Annual subsidy requirement (Year 1)	\$ 4,732,229
Annual subsidy requirement (Year 2)	\$ 5,063,485
Annual subsidy requirement (Year 3)	\$ 5,417,929
Effective Subsidy rate per unit	
Subsidy per trip	\$ 3,909
Subsidy per passenger	\$ 198
Load factor	38%

SkyWest Airlines, Inc.
Essential Air Service to be provided at North Platte, Nebraska
DOT-OST-1999-5173

<u>Contract Term:</u>	January 1, 2024, through December 31, 2026
<u>Year 1 Annual Subsidy:</u> ¹	\$5,119,465
<u>Year 2 Annual Subsidy:</u>	\$5,477,828
<u>Year 3 Annual Subsidy:</u>	\$5,861,276
<u>Hub:</u>	Denver International Airport (DEN)
<u>Scheduled Service:</u>	12 round trips per week
<u>Aircraft/Seats:</u>	50-seat CRJ200
<u>Year 1 Subsidy Rate per Flight:</u> ²	\$4,277
<u>Year 2 Subsidy Rate per Flight:</u>	\$4,523
<u>Year 3 Subsidy Rate per Flight:</u>	\$4,840
<u>Year 1 Weekly Ceiling:</u> ³	\$102,648
<u>Year 2 Weekly Ceiling:</u>	\$108,552
<u>Year 3 Weekly Ceiling:</u>	\$116,160

Note: The air carrier understands that it may forfeit its compensation for any flights that it does not operate in conformance with the terms and stipulations of the rate Order, including the service plans outlined in the Order and any other significant elements of the required service, without prior approval. The air carrier understands that an aircraft take-off and landing at its scheduled destination constitutes a completed flight; absent an explanation supporting subsidy eligibility for a flight that has not been completed, such as certain weather cancellations, only completed flights are considered eligible for subsidy. In addition, if the air carrier does not schedule or operate its flights in full conformance with the Order for a significant period, it may jeopardize its entire subsidy claim for the period in question. If the air carrier contemplates any such changes beyond the scope of the Order during the applicable period of this rate, it must first notify the Office of Aviation Analysis in writing and receive written approval from the Department to be ensured of full compensation. Should circumstances warrant, the Department may locate and select a replacement air carrier to provide service on these routes. The air carrier must complete all flights that can be safely operated; flights that overfly points for lack of traffic will not be compensated. In determining whether subsidy payment for a deviating flight should be adjusted or disallowed, the Department will consider the extent to which the goals of the program are met and the extent of access to the national air transportation system provided to the community.

If the Department unilaterally, either partially or completely, terminates or reduces payments for service or changes service requirements at a specific location provided for under this Order, then, at the end of the period for which the Department does make payments in the stipulated service amounts, the air carrier may cease to provide service to that specific location without regard to any requirement for notice of such cessation. Those adjustments in the levels of subsidy and/or service that are mutually agreed to in writing by the Department and air carrier do not constitute a total or partial reduction or cessation of payment.

Subsidy contracts are subject to, and incorporate by reference, relevant statutes and Department regulations, as they may be amended from time to time. However, any such statutes, regulations, or amendments thereto shall not operate to controvert the foregoing paragraph.

Funds may not be available for performance under this Order beyond January 19, 2024. The Government's obligation for performance under this Order beyond January 19, 2024, is subject to the availability of funds from which payment for services can be made. No legal liability on the part of the Government for any payment may arise for performance under this order beyond January 19, 2024, until funds are made available to the Department for performance. If sufficient funds are not made available for performance beyond January 19, 2024, the Department will provide notice in writing to the air carrier.

All claims for payment, including any amended claims, must be submitted within 90 days of the last day of the month for which compensation is being claimed. For example, claims for service provided in July must be filed by October 31; August claims must be submitted by November 30, and so on.

¹ Year 1 – January 1, 2024, through December 31, 2024; Year 2 – January 1, 2025, through December 31, 2025; Year 3 – January 1, 2026, through December 31, 2026.

² Annual compensation divided by 1,211 annual flights (1,248 multiplied by 97 percent completion).

³ 24 flights per week multiplied by rate per flight.

SkyWest Airlines, Inc.
Essential Air Service to be provided at Salina, Kansas
DOT-OST-2002-11376

<u>Contract Term:</u>	January 1, 2024, through December 31, 2026
<u>Year 1 Annual Subsidy:</u> ¹	\$5,958,376
<u>Year 2 Annual Subsidy:</u>	\$6,375,463
<u>Year 3 Annual Subsidy:</u>	\$6,821,745
<u>Hub(s):</u>	Chicago O'Hare International Airport (ORD) Denver International Airport (DEN)
<u>Scheduled Service:</u>	12 round trips per week
<u>Aircraft/Seats:</u>	50-seat CRJ200
<u>Year 1 Subsidy Rate per Flight:</u> ²	\$4,920
<u>Year 2 Subsidy Rate per Flight:</u>	\$5,265
<u>Year 3 Subsidy Rate per Flight:</u>	\$5,633
<u>Year 1 Weekly Ceiling:</u> ³	\$118,080
<u>Year 2 Weekly Ceiling:</u>	\$126,360
<u>Year 3 Weekly Ceiling:</u>	\$135,192

Note: The air carrier understands that it may forfeit its compensation for any flights that it does not operate in conformance with the terms and stipulations of the rate Order, including the service plans outlined in the Order and any other significant elements of the required service, without prior approval. The air carrier understands that an aircraft take-off and landing at its scheduled destination constitutes a completed flight; absent an explanation supporting subsidy eligibility for a flight that has not been completed, such as certain weather cancellations, only completed flights are considered eligible for subsidy. In addition, if the air carrier does not schedule or operate its flights in full conformance with the Order for a significant period, it may jeopardize its entire subsidy claim for the period in question. If the air carrier contemplates any such changes beyond the scope of the Order during the applicable period of this rate, it must first notify the Office of Aviation Analysis in writing and receive written approval from the Department to be ensured of full compensation. Should circumstances warrant, the Department may locate and select a replacement air carrier to provide service on these routes. The air carrier must complete all flights that can be safely operated; flights that overfly points for lack of traffic will not be compensated. In determining whether subsidy payment for a deviating flight should be adjusted or disallowed, the Department will consider the extent to which the goals of the program are met and the extent of access to the national air transportation system provided to the community.

If the Department unilaterally, either partially or completely, terminates or reduces payments for service or changes service requirements at a specific location provided for under this Order, then, at the end of the period for which the Department does make payments in the stipulated service amounts, the air carrier may cease to provide service to that specific location without regard to any requirement for notice of such cessation. Those adjustments in the levels of subsidy and/or service that are mutually agreed to in writing by the Department and air carrier do not constitute a total or partial reduction or cessation of payment.

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² Annual compensation divided by 1,211 annual flights (1,248 multiplied by 97 percent completion).

³ 24 flights per week multiplied by rate per flight.

SkyWest Airlines, Inc.
Essential Air Service to be provided at Scottsbluff, Nebraska
DOT-OST-2003-14535

<u>Contract Term:</u>	January 1, 2024, through December 31, 2026
<u>Year 1 Annual Subsidy:</u> ¹	\$4,732,229
<u>Year 2 Annual Subsidy:</u>	\$5,063,485
<u>Year 3 Annual Subsidy:</u>	\$5,417,929
<u>Hub:</u>	Denver International Airport (DEN)
<u>Scheduled Service:</u>	12 round trips per week
<u>Aircraft/Seats:</u>	50-seat CRJ200
<u>Year 1 Subsidy Rate per Flight:</u> ²	\$3,908
<u>Year 2 Subsidy Rate per Flight:</u>	\$4,181
<u>Year 3 Subsidy Rate per Flight:</u>	\$4,473
<u>Year 1 Weekly Ceiling:</u> ³	\$93,792
<u>Year 2 Weekly Ceiling:</u>	\$100,344
<u>Year 3 Weekly Ceiling:</u>	\$107,352

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If the Department unilaterally, either partially or completely, terminates or reduces payments for service or changes service requirements at a specific location provided for under this Order, then, at the end of the period for which the Department does make payments in the stipulated service amounts, the air carrier may cease to provide service to that specific location without regard to any requirement for notice of such cessation. Those adjustments in the levels of subsidy and/or service that are mutually agreed to in writing by the Department and air carrier do not constitute a total or partial reduction or cessation of payment.

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² Annual compensation divided by 1,211 annual flights (1,248 multiplied by 97 percent completion).

³ 24 flights per week multiplied by rate per flight.

Key Documents Links

[2025 Operating Plan and Budget](#)

[2023 Annual Comprehensive Financial Report \(ACFR\)](#)

[2020 Economic Impact Study – Full Report](#)

[2020 Economic Impact Report – Schwan's Expansion](#)

[2014 Airport Master Plan](#)

[2020 Airport Terminal Area Master Plan](#)

[Airport Certification Manual](#)

[Airport Emergency Plan](#)

[Board Meeting Documents](#)

[Building and Hangar Location Maps](#)

[Moody's Rating](#)

[Runway and Taxiway Diagram](#)

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