

DATE: April 17, 2025
TO: SAA Board of Directors
FROM: Pieter Miller and Shelli Swanson
SUBJECT: April 21, 2025 SAA Special Board Meeting

Enclosed are items for your review prior to Wednesday's special board meeting. Please note that the meeting will be held in the **first-floor conference room, Hangar 600, 2720 Arnold Ct.** A map showing the location of Hangar 600 is enclosed in your board meeting packet. The meeting is also available via the following GoTo link. <https://meet.goto.com/salinaairport/salina-airport-authority-board-meeting>

Please note the following agenda item comments.

Agenda Item #4 – Consideration of Army Corp of Engineers Right of Entry Agreement for PFAS testing (Miller)

The Salina Airport Authority (SAA) has been asked to consider a Right-of-Entry (ROE) agreement with the U.S. Army Corps of Engineers in support of a federal Per- and Polyfluoroalkyl Substances (PFAS) remedial investigation related to the Kansas Army National Guard's Army Aviation Support Facility (AASF) at the Salina Regional Airport. The ROE would grant access to specific parcels of land located upgradient from the AASF where the Army Corps is investigating potential PFAS migration pathways.

The ROE would authorize Army Corps personnel and contractors to perform water, soil, and sediment sampling and to install and monitor groundwater wells as needed to characterize PFAS impacts associated with past activities at AASF #2. The term of the ROE would be for up to 24 months from the effective date, or for the duration of the investigative phase if longer.

Although the ROE document itself cannot be amended due to its standard U.S. Army Corps of Engineers format, the SAA's requested revisions and clarifications have been addressed through a supplemental letter and will be incorporated into the project's Statement of Work (SoW) by reference. The SAA will continue to receive copies of the Quality Assurance Project Plan (QAPP), which serves as the project's Work Plan equivalent, along with any QAPP Addenda as the investigation progresses.

The SAA's right to observe field activities and request split sampling has been acknowledged, provided advanced coordination is conducted to ensure minimal risk of PFAS cross-contamination. Field activities will be coordinated through a 24-hour notice protocol with the SAA's Director of Facilities & Construction to align with daily airport operations, including NOTAMs and escorting as necessary.

While the federal government remains self-insured and the ROE's damage clauses cannot be revised, contractors performing work are required to restore sampling sites to pre-sampling conditions and follow strict utility clearance procedures prior to any intrusive activity. Contractor insurance certificates have been provided, naming the SAA as an additional insured, and all work will be performed at no cost to the SAA.

The ROE is a necessary component for the Army Corps and the Kansas Army National Guard to continue critical environmental investigation work. Approval will allow for careful management of the investigation activities while maintaining operational coordination and legal protections for the Salina Airport Authority.

Recommendation: Approve the Right of Entry Agreement between the Salina Airport Authority and the U.S. Army Corps of Engineers for the purpose of conducting PFOS/PFAS remedial investigation activities and authorize the Executive Director to sign.

Please let us know if you have any questions you would like us to prepare for in advance of the meeting.

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

April 21, 2025 – 8:00 AM

AGENDA

Call to Order

1. Call to order, determine that a quorum is present and confirm that the meeting notice has been published. (Boos)
2. Recognition of guests. (Boos)
3. Additions to the agenda and agenda overview. (Miller)

Action Items:

4. Consideration of Army Corp of Engineers Right of Entry Agreement for PFAS testing (Miller)

Staff Reports: (Miller)

Directors' Forum: (Boos)

Visitor's Questions and Comments: (Boos)

Announcements: (Windhorst)

Adjournment: (Boos)





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
601 E 12TH STREET, 635 FEDERAL BLDG
KANSAS CITY, MISSOURI 64106-2824

December 15, 2024

SUBJECT: Per and Polyfluoroalkyl Substances Program (PFAS), **Salina AASF ARNG**

Salina Airport Authority
Attn: Pieter Miller
3237 Arnold Avenue
Salina, KS 67401

Dear Mr. Miller:

The U.S. Army Corps of Engineers (USACE), in coordination with the Army National Guard, is investigating possible presence of per- and poly-fluoroalkyl substances (PFAS) in exceedance of US Environmental Protection Agency (EPA) guidelines at Salina AASF ARNG located near Salina, Kansas. Saline County's tax assessor record reflects that you are the owner of land that is within the investigation's proposed sampling area. Please see the attached EPA fact sheet for more information on PFAS or go to <https://www.epa.gov/pfas>.

We are requesting access to your land, to perform field work in connection with the investigation. Your authority, if granted, will be in the form of the attached Right of Entry (ROE) document, which contains the land access terms and conditions for a term not to exceed **24 months**. Upon receipt of the signed ROE, your property will be included in the planned investigation.

The work to be performed may include water sampling, soil sampling, and installation of monitoring wells using a small drilling truck at a safe and agreeable location to you will be installed. These activities will be accomplished by a Federal contractor, at no cost to the property owner, and standard practices with regard to protection of the environment will be followed at all times. Additionally, no fences, buildings, nor other improvements will be disturbed.

At this time, specific dates for performing the field work have not been set; however, the contractor will attempt to contact you prior to beginning any work on your property with the contact information you provide in the ROE.

Upon completion of the investigation, you will be provided the results and analysis of the sampling. Laboratory analysis for PFAS is complex; therefore, the result may require at least 60 days to be completed. If any PFAS exceeding EPA guidelines are found, they will be discussed with you and further permission will be requested before proceeding with remedial action.

Enclosed is the ROE form. Please sign and return at your earliest convenience. Once accepted by the United States, a fully executed copy will be returned to you. If you decide that you do not want to participate in the PFAS program, please inform this office in writing.

If you have questions regarding the on-site investigation, please contact Jennifer Li, Army National Guard Project Manager, at (520) 671-6350, email: Jennifer.j.li2.ctr@army.mil. If you have questions regarding the right of entry document, you may contact Katie Long, Realty Specialist, at (816) 389-2409 or email: kathryn.c.long@usace.army.mil. Thank you for your cooperation and support.

Sincerely,

Seth A. Thomas

Seth A. Thomas
Real Estate Contracting Officer

Enclosures

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY
Per and Polyfluoroalkyl Substances (PFAS) Program

Project: Salina AASF ARNG - PFAS

Property I.D. #: Assessor Parcel Number (APN) 0850883404013001000, 0850883403001005000, 0850883403001001000, 0850883403001006000, 0850883403001007000, 0851320302001004000, 0850883404009001000, 0850883404012001001, 0850883404012002000, 0850883404013002000, 0850883404002006000

The undersigned, hereinafter called the “**Salina Airport Authority**”, in consideration for the mutual benefits of the work described below, hereby grants the **UNITED STATES OF AMERICA**, Department of the Army, hereinafter called the “Government”, a right-of-entry upon the following terms and conditions:

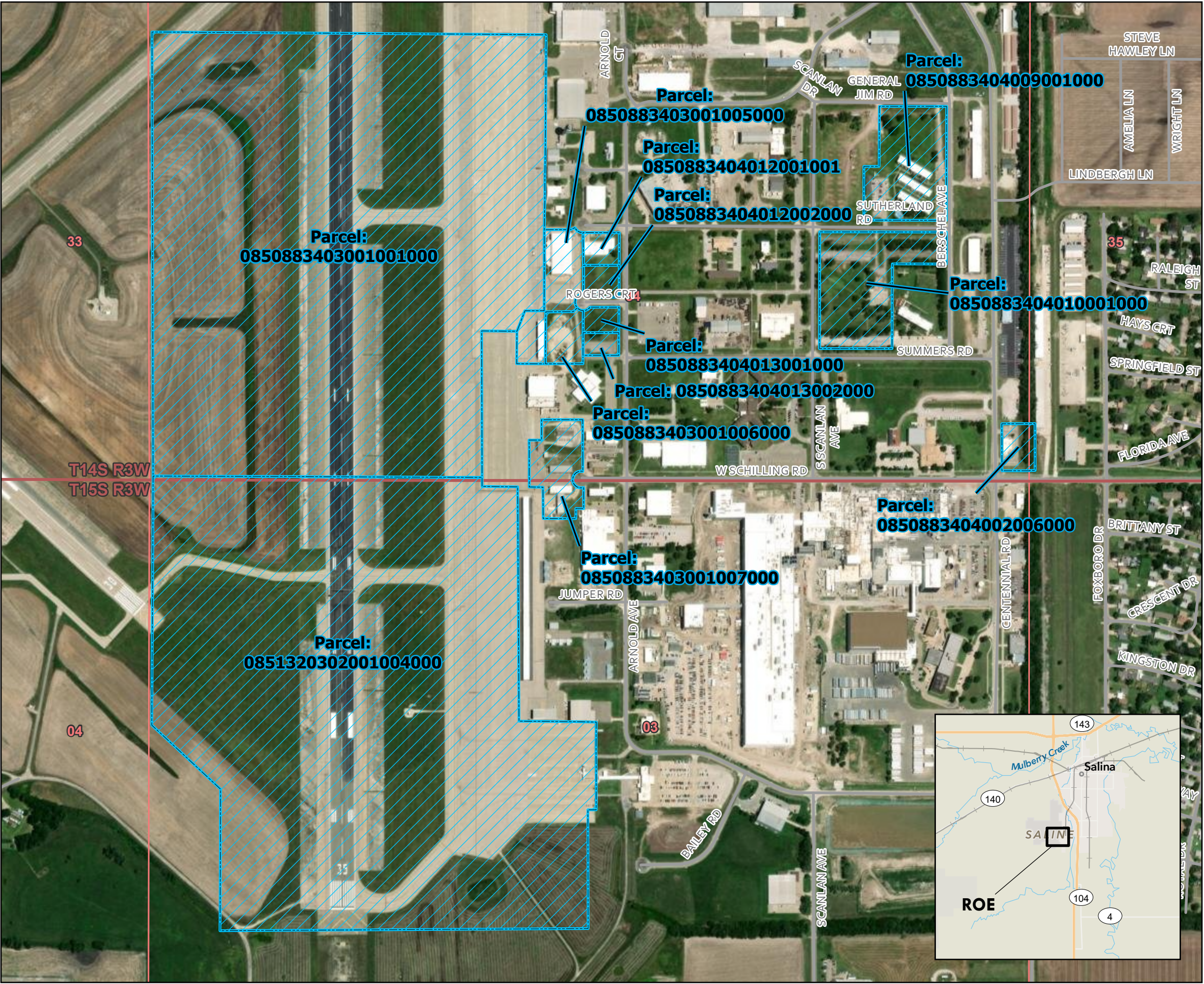
1. The **Salina Airport Authority** hereby grants to the Government, its employees, officers, and contractors, an irrevocable and assignable right to enter in, on, over and across the land described below in APN-0850883404013001000, 0850883403001005000, 0850883403001001000, 0850883403001006000, 0850883403001007000, 0851320302001004000, 0850883404009001000, 0850883404012001001, 0850883404012002000, 0850883404013002000, 0850883404002006000 for the purpose of conducting remedial investigations, to include water sampling, soil and sediment sampling, including the right to install and sample monitoring wells as determined by the Government for a period not to exceed **24 months** or for a period not less than the duration of the **investigative** phase, whichever is longer, beginning with the date of the signing of this instrument for use by the Government, its representatives, agents, contractors, and assigns, as a work area for the PFAS Program, and perform any other such work as may be necessary and incidental to the Government’s **investigative** phase on said lands.
2. The **Salina Airport Authority** also grants the right to enter and exit over and across any other lands of the **Salina Airport Authority** as necessary to use the described lands for the purposes listed above.
3. All proposed activities will be coordinated with the **Salina Airport Authority** 7 days prior to the start of a phase of field work.
4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
5. If any action of the Government’s employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the **Salina Airport Authority**. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government’s liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the **Salina Airport Authority** may have to make a claim under applicable laws for any damages other than those provided for herein.
6. The land affected by this right-of-entry is located in Salina, Saline County, Kansas, and is described as follows: APN(s) 0850883404013001000, 0850883403001005000, 0850883403001001000, 0850883403001006000, 0850883403001007000, 0851320302001004000, 0850883404009001000, 0850883404012001001, 0850883404012002000, 0850883404013002000, 0850883404002006000 as shown on **EXHIBIT “A”** attached hereto.

7. In signing the Right of Entry, I understand that geographical information in the form of latitude and longitude coordinates of sampling locations on this property will be associated with specific sampling results shared with regulatory agencies supporting DoD's cleanup efforts and may become publicly available. Personally identifiable information (PII) such as names and addresses will not be released and remains protected from public release by the Freedom of Information Act (5 U.S.C. § 552).

Dated this _____ day of _____, 20 _____.

BY: _____
Salina Airport Authority
Pieter Miller
Executive Director

BY: _____
THE UNITED STATES OF AMERICA
Seth A. Thomas
Real Estate Contracting Officer



Salina AASF

PFAS Right of Entry

Saline County, KS
T 14S & T 15S, R 3W
6th P.M.

Legend

- ROE Parcel
- Sections
- Township
- Streets/Roads

Owner:
SALINA AIRPORT AUTHORITY



Disclaimer: The United States government and USACE furnishes this data and the recipient accepts and uses it with the express understanding that the government makes no warranties, expressed, or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should not be used in place of survey data or legal land descriptions.


Real Estate	
CENWO-RE-S	
Produced By: Andrew Groves	 US Army Corps of Engineers Omaha District
Production Date: 4-DEC-2024	
Revised By:	
Revision Date:	
File Location: T:\PFAS\GIS\Salina_AASF\Maps\Maps.aprx	

EXHIBIT "A"



NATIONAL GUARD BUREAU
111 SOUTH GEORGE MASON DRIVE
ARLINGTON, VA 22204-1373

April 16, 2025

Salina Airport Authority
Attn. Mr. Pieter Miller
2720 Arnold Avenue
Salina, KS 67401

Dear Mr. Miller:

The Army National Guard G-9 is the lead agent implementing the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) response for Per- and Polyfluoroalkyl Substances (PFAS) at the Salina Army Aviation Support Facility #2 (AASF #2) in Salina, Kansas. The contract under which this work is being performed is executed under a U.S. Army Corps of Engineers (USACE) contract; USACE is also implementing the associated Right-of-Entry (ROE) agreement that is being requested from the Salina Airport Authority (SAA) to complete off-installation environmental sampling. Additional information regarding the scope of work associated with the ROE was requested by SAA on 7 April 2025. A meeting was held with USACE Kansas City District real estate counsel, SAA counsel, and Army National Guard G-9 project manager on 14 April 2025 to discuss the path forward for responding to SAA's request.

Although the ROE cannot be amended to include the requested information, the agreed path forward discussed during the 14 April 2025 meeting was to respond via letter with reference to the ROE. Those responses follow:

With respect to advance approval of the Work Plan, Army National Guard G-9 and the Kansas Army National Guard has included SAA in all transmittals of our Quality Assurance Project Plan (QAPP). The QAPP is our program's Work Plan equivalent and provides a detailed account of where and how the work will be performed. Any subsequent work for future investigation phases will be communicated to SAA via a QAPP Addendum and discussed during virtual technical project planning meetings.

The Remedial Investigation is expected to be a multi-year effort with multiple field mobilizations. It is anticipated that additional ROEs may be needed for additional parcels as the investigation expands to characterize the extent of the potential contamination that is associated with KSARNG related activities at AASF#2. As an important stakeholder, ARNG will continue to work with SAA to update the anticipated timeline and duration as the investigation continues and inform if future CERCLA phases of work are necessary to address unacceptable risk.

ARNG is committed to continued transparent communication with SAA both during the planning phases of work in addition to coordination of onsite activities. ARNG and its contractor held a field logistics call with SAA and the project delivery team on 9 April 2025 to establish communication procedures and requirements. The team has

established a 24-hour notice of planned activities with SAA Director of Facilities & Construction to coordinate daily activities, notice to airmen, and escort where needed.

Regarding SAA's comments about damage repair and claims, the federal government is self-insured. Furthermore, the statements within ROE paragraph 5 shall remain unaltered and the language shall continue to provide the Government's discretion to repair and/or make an appropriate settlement. However, as indicated in the QAPP, contractors performing the investigation activities are responsible for returning each sample location to the pre-sampling site conditions. The QAPP further outlines that utility clearance is required for all intrusive activities and will include contacting Kansas 811, the local one-call utility location system, private utility locate via geophysical survey (i.e., ground penetration radar), and hand-digging to 5 feet. Should damage result from the sampling activities (i.e., utility strike), USACE with ARNG will work with their contractors and SAA to determine appropriate resolution. Copies of ARNG's contractor certificates of insurance, with SAA named as an additional insured, have been provided to SAA.

SAA requested the right to perform sampling oversight during onsite field activities. Within safety limitations, ARNG sees no issues with supporting coordinated oversight for off-installation sampling. Collection of split samples can be supported if SAA or their environmental contractor performs the sampling and analysis so long as ARNG's sampling is given primacy. Due to the low regulatory limits for PFAS and the potential for cross-contamination, advanced coordination of split sampling is kindly requested.

The activities performed in association with the Remedial Investigation at Salina AASF #2 shall meet Federal and State sample requirements. Groundwater well installation and subsequent abandonment will be in accordance with applicable State of Kansas requirements.

The point of contact for this transmittal and subsequent work is Ms. Jennifer Li, who may be reached at 301-717-6939 or jennifer.j.li2.ctr@army.mil. Please reach out to Ms. Li if there are any questions or concerns. We look forward to continuing work with you.

Sincerely,

Charlton J. Mosley
Lieutenant Colonel, U.S. Army
Chief, Cleanup & Restoration Branch
G-9, Army National Guard

cc:

Greg Bengston (Clark, Mize & Linville, Chartered; SAA & the City of Salina)

Andrew Davis (Stinson LLP; Salina Public Entities)
Robert Devolve (Stinson LLP; Salina Public Entities)
Douglas E. Spale (USACE, Kansas City District)
Michael Diaz (USACE, Kansas City District)
Kathryn Long (USACE, Kansas City District)
Allan Ddamulira (USACE, Kansas City District)
Jesse Otterson (USACE, Omaha District)
Scott Hite (USACE, Omaha District)
David Burk, Kansas Army National Guard
Denise Moravec, Kansas Army National Guard