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**DATE:** September 2, 2025  
**TO:** SAA Board of Directors  
**FROM:** Pieter Miller and Shelli Swanson  
**SUBJECT:** **September 3, 2025, SAA Special Board Meeting – Amended Agenda**

Enclosed is an Amended Agenda with the addition of the following agenda item.

**Agenda Item #4- Consideration of a Consent to Leasehold Mortgage - 1 Vision Aviation / First Bank Kansas (Hangar 959).** (Miller)

1 Vision Aviation, PLLC (“Lessee”) has requested financing from First Bank Kansas (“Lender”) secured by a leasehold mortgage on its leasehold interest in Hangar 959. The Lessee and Salina Airport Authority (“Authority”) entered into a lease dated June 24, 2019. As a condition of financing, the Lender requires the Authority’s consent to the mortgage.

The enclosed **Consent to Leasehold Mortgage** has been finalized in a form acceptable to the Authority. The Consent authorizes 1 Vision to encumber its leasehold interest under the Lease, while ensuring compliance with federal obligations and protecting the Authority’s interests.

Key provisions include:

- **FAA Compliance:** All rights are expressly subject to FAA grant assurances, revenue use restrictions, and the approved Airport Layout Plan.
- **Encumbrance Limited to Leasehold:** Only the leasehold interest and lessee-owned improvements may be mortgaged; the Authority’s fee title and federally obligated property interests are excluded.
- **Notice and Cure:** Lender receives notice of defaults and the opportunity to cure.
- **New Lease Rights:** Upon lease termination, Lender may request a new lease for the balance of the term, subject to Authority approval and compliance requirements.
- **Revenue Disclaimer:** The Consent explicitly states that no pledge of airport revenues or obligation of the Authority is created by Lessee’s indebtedness.

**Recommendation:** Approval of the Consent to Leasehold Mortgage for the benefit of First Bank Kansas and 1 Vision Aviation and authorize Chair Boos to sign.

Please contact us if you have any questions or comments.

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

**SEPTEMBER 3, 2025 – 4:00 PM**

**AMENDED AGENDA**

**Call to Order** (Boos)

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)

**Public Hearing**

**SAA Resolution No. 25-07 – Revenue Neutral Rate Hearing for Salina Airport Authority** (Boos)

1. Review of the Salina Airport Authority's preliminary 2026 budget. (Miller and Swanson)
2. A public hearing regarding the Salina Airport Authority's intent to exceed the Revenue Neutral Rate. (Miller and Boos)

**Action Items** (Boos)

3. Consideration of SAA Resolution No. 25-07 – A Resolution of the Salina Airport Authority, Salina, Kansas to Exceed the Revenue Neutral Rate in its property Tax Levy for the Tax Year of 2025. (Miller and Swanson)

**Executive Session** (Boos)

An executive session of the board of directors to discuss confidential proprietary information relating to financial affairs of corporations.

*I move the board recess into executive session for \_\_\_\_ minutes to discuss the subject of confidential proprietary information relating to a corporation based upon the need to discuss data relating to financial affairs of corporations, partnerships, trusts, and individual proprietorship pursuant to KSA 75-4319. Open meeting will resume in this room at \_\_\_\_ a.m.*



**Action Items** (Boos)

4. Consideration of a Consent to Leasehold Mortgage - 1 Vision Aviation / First Bank Kansas, Hangar 959. (Miller and Swanson)

**Directors' Forum** (Boos)

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

**Staff Reports** (Miller)

**Announcements** (Windhorst)

**Adjournment** (Boos)

## CONSENT TO LEASEHOLD MORTGAGE

This **Consent to Leasehold Mortgage** (“Consent”) is made this \_\_\_\_ day of September 2025, by the **Salina Airport Authority**, a Kansas public corporation (the “Authority”), in favor of and for the benefit of **First Bank Kansas**, a Kansas banking corporation (“Lender”), and **1 Vision Aviation, PLLC**, a Kansas professional limited liability company (“Lessee”).

### Recitals

A. The Authority and the Lessee entered into a Lease Agreement dated June 24, 2019 (the “Lease”) for real property and improvements commonly known as Hangar 959, as more particularly described in the Lease (“Premises”).

B. The Lessee has requested that Lender make a loan to Lessee, and in connection therewith Lessee has executed or will execute a leasehold mortgage in favor of Lender (“Mortgage”), encumbering the Tenant’s leasehold estate in the Premises.

C. As a condition to making the loan, Lender has required Authority’s consent to the Mortgage and certain related agreements, and Landlord is willing to provide such consent subject to the terms of this Consent.

### Consent and Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority agrees as follows:

1. Consent. The Authority consents to the Mortgage and acknowledges that, notwithstanding anything to the contrary in the Lease, the Lessee may encumber its leasehold estate under the Lease in favor of Lender, pursuant to the Mortgage. Such Mortgage shall encumber only the Lessee’s leasehold interest and any Lessee-owned improvements and shall not encumber the Authority’s fee title or any interest necessary for the Authority’s compliance with federal obligations.

2. Federal Obligations. All rights of the Lessee, Lender, or any successor or assignee are expressly subject and subordinate to (i) the Authority’s obligations under federal law, including all FAA grant assurances and revenue use restrictions, (ii) the approved Airport Layout Plan, and (iii) any orders, directives, or requirements of the FAA. Nothing in this Consent shall be construed to limit the Authority’s rights and powers required to comply with such obligations.

3. Notice and Cure Rights to Lender. The Authority agrees that it shall provide written notice to Lender of any default by the Lessee under the Lease. Lender shall have thirty (30) days after receipt of notice to cure any default, or such longer period as may be reasonably required if the default is a non-monetary default that is not reasonably curable within such time, provided Lender is diligently pursuing the cure.

4. New Lease Rights. If the Lease is terminated as a result of Lessee's default, the Authority agrees, upon written request of Lender made within thirty (30) days after termination, to enter into a new lease with Lender (or its designee) for the remainder of the Lease term, provided that: (a) the new lease shall be subject to all terms and conditions of the Lease, (b) no extension of the Lease term shall be granted without the Authority's approval, and (c) the Authority retains all rights to deny or condition any new lease to ensure compliance with federal obligations.

5. No Modification. The Authority shall not amend, modify, or terminate the Lease in any manner without the prior written consent of Lender; provided however, the Authority may amend or modify the Lease if required by law, regulations, or directive of the FAA, or if necessary to preserve compliance with federal obligations.

6. Subordination of Leasehold Liens. Any security interest or lien granted by Lessee to the Authority under the Lease, with respect to personal property or fixture collateral in or on the Premises, is hereby subordinated to the claims and liens of the Lender in and to such collateral under the Mortgage and related loan documents. If it becomes necessary for Lender to take possession of the Premises, or any collateral located therein or thereon, then the Authority will grant Lender access to the Premises in order to remove and dispose of the collateral, provided that such activities do not interfere with airport operations or federal obligations.

7. Attornment. The Authority agrees that, upon foreclosure of the Mortgage or assignment of Lessee's leasehold estate to Lender or its designee, the Authority shall recognize Lender or such designee as lessee under the Lease, with the same force and effect as if originally named therein; provided, however, that Lender or its assigns will be bound by all terms and conditions of the Lease, together with all applicable restrictive covenants, FAA grant assurances, and governing local, state, and federal rules and regulations. The Authority agrees that as long as Lender (or its assigns) has not succeeded to Lessee's interest in Premises, Lender shall not be liable to the Authority for any rent or other obligations under the Lease.

8. Revenue Disclaimer. This Consent does not constitute a pledge of airport revenues or the credit of the Authority, nor an obligation of the Authority with respect to Lessee's indebtedness. Nothing herein shall be constructed to create any exclusive right prohibited by 49 U.S.C. §40103(e) or related FAA policy.

9. Successors and Assigns. This Consent shall be binding upon the Authority and shall inure to the benefit of the Authority, Lessee, Lender, and their respective successors and assigns.

10. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of Kansas.

**SALINA AIRPORT AUTHORITY**

**By:** \_\_\_\_\_  
Donald Boos, Chair

**ATTEST:**

**By:** \_\_\_\_\_  
Kasey Windhorst, Board Clerk

**ACKNOWLEDGMENT**

**STATE OF KANSAS, COUNTY OF SALINE, ss:**

This instrument was acknowledged before me on this \_\_\_\_ day of September 2025, by Donal Boos, as Salina Airport Authority Board Chair and Kasey Windhorst, as Board Clerk.

\_\_\_\_\_  
**Notary Public**

**My Appointment Expires:** \_\_\_\_\_