

**DATE:** February 14, 2025  
**TO:** SAA Board of Directors  
**FROM:** Pieter Miller and Shelli Swanson  
**SUBJECT:** **February 19th, 2025 SAA Regular Board Meeting**

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

Wednesday's meeting features agenda items that support Airport Authority **STARS** objectives:

### **Safety**

• *Agenda Item #7 – Consideration and approval of contract with Stone Sand Company for underground storage tank removal:* Removing the underground storage tanks and remediating impacted soil enhances safety by eliminating potential environmental hazards and ensuring compliance with regulatory standards.

### **Trust**

• *Agenda Item #6 – Salina Community Economic Development Organization (SCEDO) Members Agreement:* The revised agreement promotes trust through increased financial transparency, accountability, and collaborative decision-making among community partners.

### **Adaptability**

• *Agenda Item #8 – Hangar 703 Bird Clean-Up and Mitigation:* The selection of a comprehensive bird mitigation plan demonstrates adaptability by proactively addressing facility needs to support expanded aircraft storage and operations.

### **Rooted in Community**

• *Agenda Item #10 – SAA's 2025 Chairman's Award of Excellence:* The award recognizes individuals and organizations that significantly contribute to the airport's mission and community impact, reinforcing SAA's strong ties to Salina and the surrounding region.

### **Success**

• *Agenda Item #9 – Salina Airport Authority website development and updates:* The new website platform supports long-term success by improving online accessibility, communication, and information sharing for passengers, tenants, and stakeholders.

---

Please note the following agenda item comments.

**Agenda Item #5 – Airport Activity, Scheduled Air Service and Financial Statement Reports for the Month Ending January 31, 2024** (Miller and Swanson)

### **Airport Activity – Air Traffic (Miller)**

The Salina air traffic control tower (ATCT) recorded 4,380 operations during January 2025, a 36% increase compared to the January 2024 total of 3,231 operations.

### **Airport Activity – Fuel Flowage (Miller)**

The January 2025 fuel flowage was 160,970 gallons, a 43% increase compared to the January 2024 total of 112,666 gallons.

### **Airport Activity – Passenger Enplanements (Miller)**

During January 2025, SkyWest enplaned 1,609 passengers, a 111% increase over the January 2024 total of 762 passengers. Total passenger enplanements, including charter flights, reached 5,751, compared to 875 in January 2024.

---

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

Highlights from the January financials include:

#### **Cash in Bank:**

- **Unrestricted Cash:** The unrestricted cash balance at the end of January increased to \$2,257,758 calculated by subtracting \$157,427 security deposits returnable from the total operating funds.
- **Current Restricted Funds:** Deposits in bond funds remain at \$1.22MM. The AIM Center cash saw a significant increase to \$1.67MM (2<sup>nd</sup> ALOFT grant disbursement), while Mill Levy reserves rose to \$3.07MM, bringing the total cash in the bank to \$8.38MM, marking a 40% YoY decline primarily due to capital spending.

#### **Revenue Performance:**

- **Year-to-Date Growth:** Operating income for January increased 25% YoY, a rise of \$67,624 compared to January 2024.
- **Airfield Revenue:** January saw a 34% YoY increase, totaling \$151,259, with landing fees up 494% and hangar rent increasing by 25% due to continued growth in hangar rentals and fuel flowage fees. Revenue exceeded budget expectations by 10%.
- **Building and Land Rent:** Increased by 3% YoY to \$152,288, tracking 98% of the budget. Short-term rentals increased 10% YoY, as did long-term building rental gains (+4%).

#### **Expense Management:**

- **Operating Expenses:** Increased 43% YoY, or \$114,176, driven by:
  - **Maintenance** expenses (+90% YoY) due to higher snow removal costs (\$60,551, up 1,822%) and increased maintenance salaries (+61%).
  - **Administrative** expenses (+14% YoY), with airport promotion (+100%), property insurance (+67%), and office salaries (+19%) contributing to the increase.
  - Despite the higher costs, expenses remain under budget by 5% for administrative costs but over budget by 44% for maintenance.

#### **Net Operating Income Analysis:**

- **Net Operating Income (NOI):** January posted a net ordinary loss of (\$45,790) due to higher seasonal maintenance expenses, compared to a \$762 gain in January 2024. However, significant capital contributions offset this decline.

## Other Operating Income and Expenses:

- **Non-Operating Income:**
  - **Federal, state, and local grant contributions totaled \$1.69MM**, exceeding projections by 2%.
  - **AIM Center Tuition income grew to \$1,100**, a **275% increase YoY**.
  - **Gain on sale of assets totaled \$448,182** – 20-acre sale in the Airport Industrial Center Subdivision No. 3. *Note not all costs have been recognized at the close of the Jan. on this transaction.*
- **Debt and Interest:**
  - **Net interest expenses** reached \$217,942, an 82% increase YoY, aligning with increased borrowing costs.
  - **Depreciation expenses** remained steady at \$333,333.

## Capital Projects and Expenditures:

- **Capital Projects:** Significant investments include:
  - **\$152K in building improvements**, primarily for **Hangars 626 and 959**.
  - **\$127K in new equipment purchases**, including a \$121K AIM Center Delphitech DC2+ Core Unit.
  - **Airfield projects** totaling \$6,660, focused on parking lot and easement vacating for the waterline relocation.

The **January 2025 financials** show **strong revenue growth (+25% YoY)**, driven by airfield income and capital contributions. However, higher maintenance and interest expenses impacted net ordinary income. Capital investments remain a major focus, particularly in hangar upgrades and fuel farm infrastructure. Despite the seasonal dip in net operating income, total net income surged 1,234% YoY, reaching \$1.84MM, largely due to grant funding and asset sales.

## Financial Reports – January Significant Capital Expenditures/Payables Report Enclosed

### Financial Reports – Accounts Receivable Past Due 31 days or more as of January 10, 2025

(Swanson)

<b>Account</b>	<b>Amount</b>	<b>Days</b>	<b>Comments</b>
Daws, Inc.	\$1,275	31-90	Land Rent
Waters	\$2,499	31-90	Bldg. Rental and Late fees
Omni Air International	\$3,482	61-90	Landing Fees and ARFF coverage
Stryten Salina LLC	\$3,142	>90	Bldg. Rent

---

## Agenda Item #6 - Consideration and approval of Salina Community Economic Development Organization (SCEDO) Members Agreement. (Miller/Robinson)

### Summary of SCEDO and Changes to the Original Agreement

The Salina Community Economic Development Organization (SCEDO) was established in 2015 as a Kansas not-for-profit corporation to drive economic development efforts in Saline County. SCEDO was created following the recommendations of the Economic Development Organization Working Group, which identified specific functions best served through a collaborative effort among the City of Salina, Saline County, the Salina Airport Authority, and the Salina Area Chamber of Commerce.

SCEDO's key responsibilities include:

- **Business Recruitment** – Attracting industrial, retail, and other businesses to Saline County.
- **Entrepreneurship Support** – Encouraging and assisting local entrepreneurs.
- **Economic Metrics & Research** – Collecting data and performing analysis to support economic development.
- **Marketing & Communication** – Promoting the region to targeted businesses and industries.
- **Advisory Role** – Making recommendations on economic development incentives, including sales tax grants and special sales tax funds.

### **Key Changes in the Amended Agreement**

#### **1. Transition to an Annual Funding Model**

SCEDO will now operate on an annual budget cycle instead of the previous three-year model. Funding will be a requirement for membership, meaning any organization that fails to contribute financial support will forfeit its membership. Member contributions will be formalized through an Annual Member Funding Agreement, with payments made quarterly. If a member fails to meet its financial obligation, SCEDO will issue a 30-day notice to resolve the issue before membership is revoked.

#### **2. Annual Members Meeting Requirement**

A joint meeting of all members will be held annually after the first quarter but no later than April 1st. During this meeting, SCEDO will present its Annual Financial Report, Strategic Plan Update, and Annual Program of Work & Budget Proposal. The Strategic Plan will be updated yearly to cover a minimum three-year outlook, detailing goals, initiatives, and funding strategies, including efforts to secure private investment.

#### **3. Greater Financial Accountability & Transparency**

SCEDO will provide a detailed financial report each year, outlining all sources of revenue, expenditures, and a comparison of budgeted vs. actual costs. Financial statements will be subject to either an annual financial review or full audit, as determined by the SCEDO Board. Additionally, SCEDO is required to maintain prudently targeted reserve funds and ensure that all unspent funds roll over into the next year.

#### **4. Clarification of SCEDO's Advisory Role**

SCEDO will serve as a formal advisory body for economic development matters, including sales tax grants, special sales tax funds, and incentive programs for business recruitment, retention, and expansion. It will also provide recommendations to any member organization upon request regarding public economic development incentives under consideration.

#### **5. Membership Withdrawal & Financial Compliance**

Any member wishing to withdraw from SCEDO must provide written notice by June 30th, with the withdrawal taking effect at the end of the calendar year. If a member fails to meet its

financial commitments, SCEDO will issue a 30-day notice to remedy the issue. If the issue remains unresolved, that member’s board representation will be revoked, and SCEDO’s governing documents will be amended accordingly.

**6. Administrative & Operational Updates**

SCEDO’s headquarters will remain at 120 W. Ash St., Suite B, Salina, KS, with office space and administrative support provided as an in-kind contribution from the Salina Area Chamber of Commerce. SCEDO will also maintain its role in advising on economic development matters, following the previous dissolution of the Salina Economic Development Incentives Council.

**Conclusion**

The restated agreement reinforces SCEDO’s mission while improving financial oversight, governance, and accountability. By moving to an annual funding model, the organization ensures continued financial support and stability. The agreement also clarifies SCEDO’s advisory role in economic development matters, making it a more structured and accountable entity within the Salina region.

**Recommendation:** Approval of the Salina Community Economic Development Organization (SCEDO) Members Agreement and authorize the Chair to sign

**Agenda item #7 – Consideration and approval of contract with Stone Sand Company for underground storage tank removal (Miller/Cunningham)**

The Salina Airport Authority received bids for the decommission and removal of the underground storage tanks at the former Pump House 305 fuel facility. Twelve (12) 25,000 gallon and one (1) 500 gallon tank remain at the site. The new above ground storage tank fuel facility replaced PH305. The overall budget for the SLN fuel facility included decommission and removal of the USTs. The bids received included two options for petroleum impacted excavated soil: Land Farming, or Offsite Disposal. Land farming is a proven practice of spreading the impacted soil over a large area and aerating it periodically to allow the contaminants to be broken down. Land farming is the lesser cost of the two options and can be accomplished on airport property. The results of the bids are tabulated here.

<b>Project: Pump House 305 Underground Storage Tank (UST) System Decommissioning</b>				
<b>2004 Schilling Rd, Salina, KS 67401</b>				
Sponsor: Salina Airport Authority				
Bidder:		Smoky Hill	Stone Sand Co.	T & R Constr.
	UST Decommissioning	\$812,000	\$88,500	\$335,648
	Soil Remediation	\$25,000	\$208,800	\$111,883
	Land Farming (LF)	\$100,000	\$80,500	\$143,300
	Offsite Disposal (OD)	\$253,000	\$332,000	\$241,395
	Total Base Bid Sum (includes LF / includes OD):	\$937,000 / \$1,090,000	\$337,800 / \$629,300	\$590,831 / \$688,926

**Recommendation:** Approval of the contract with Stone Sand Company for removal of the underground storage tanks on the Salina Regional Airport and authorize the Executive Director to sign all related documents.

**Agenda Item #8 – Consideration and approval of Hangar 703 Bird Clean-Up and Mitigation Contract bids** (Cunningham)

Increased requests for use of Hangar 703 necessitate the need to clean up the facility and develop a plan for improvements. The hangar is currently inhabited by large numbers of birds that have nested and remain that require clean-up, sanitation, and mitigation to ensure they don't return. The Salina Airport Authority received bids for varying bird mitigation methods in Hangar 703. Patton Pest Control provided a proposal utilizing bird feed bait. Bird Buffer offered a solution to sell bird repellent mist dispensing machines that would require SAA maintenance personnel to install and maintain them. World Pest Control provided a solution that includes clean-up and sanitation after pre-treatment, followed by installation and maintenance of Bird Buffer equipment. The clean-up, sanitation, and mitigation efforts are necessary prior to any improvements to the facility for it to be used for storage or maintenance of aircraft. The results of the bids are tabulated here.

Project:	<b>Hangar 703 Bird Clean-Up and Mitigation</b>		
Sponsor:	Salina Airport Authority		
Contractor:	<b>Patton Pest Control</b>	<b>Bird Buffer</b>	<b>World Pest Control</b>
<b>Services</b>	Materials, Installation, and Maintenance	Materials Only	Materials, Installation and Maintenance
<b>Clean-Up and Sanitation</b>	n/a	n/a	\$6,000
<b>Pre-Treatment</b>	n/a	n/a	\$8,133
<b>Mitigation Treatment</b>	\$9,651	\$23,429	\$28,233
<b>Total Bid</b>	\$9,651	\$23,429	\$42,366
<b>Annual Cost</b>	\$9,651	\$2,999	\$5,400

**Recommendation:** Approval of the bid from World Pest Control for clean-up, sanitation, and mitigation of birds in Hangar 703 in the amount of \$42,366 and authorize the executive director to sign a contract for the project.

**Agenda Item #9 -- Consideration and approval of Contract with CivicPlus for Salina Airport Authority website development and updates,** (Miller/Windhorst)

Salina Airport Authority staff requested proposals from CivicPlus and MCCi (GovBuilt) for the SAA website project. Proposals were assessed based on experience, support capabilities, cost, and ability to meet the unique needs of an airport website. The following proposals were received.

<b>Proposer</b>	<b>Total Initial Investment</b>	<b>Annual Recurring Cost</b>
CivicPlus	\$25,000	\$7,169
MCCi (GovBuilt)	\$21,160	\$5,000

One of the key differentiators in the proposal process was CivicPlus’ proven experience in developing airport-specific websites, having successfully implemented solutions for multiple regional and international airports. In contrast, MCCi does not have a track record of working with airport authorities, making CivicPlus the more reliable option for understanding the unique challenges and regulatory requirements associated with an airport website.

Additionally, CivicPlus offers 24/7 customer support, ensuring that technical issues or urgent website updates can be addressed at any time. This is critical for an airport that requires a continuously operational and accessible website. MCCi, on the other hand, provides limited support based on a total number of hours, which may not be sufficient. After a comprehensive review of proposals, CivicPlus is the preferred choice to meet the needs of the Salina Airport Authority.

**Recommendation:** Approval of the bid from CivicPlus for Salina Airport Authority website development and authorize the Executive Director to sign.

**Agenda Item #10 -- Consideration of SAA Resolution No 25-01 recognizing Stephanie Carlin for three years of service as a member of the Salina Airport Authority board of directors** (Boos)

**Agenda Item #13 – Presentation of SAA’s 2025 Chairman’s Award of Excellence** (Miller/Carlin)

The **SAA Chairman’s Award for Excellence** was established to recognize an individual, tenant or consulting firm that assists the Airport Authority board and staff to successfully achieve Core Values goals and objectives. The Chairman’s Award recognizes the fact that an effecting individual multiplies the effectiveness of the SAA board and staff efforts to successfully achieve Core Values goals. The 2024 recipient was Aviation Consultant Lindsey Dreiling. The 2025 recipient will be announced at the board meeting.

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

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

**February 19th – 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. (Carlin)
2. Recognition of guests. (Carlin)
3. Additions to the agenda and agenda overview. (Miller)

**Action Items:**

4. Approval of minutes of January 15<sup>th</sup>, 2025 regular board meeting, January 23<sup>rd</sup>, 2025 and January 24<sup>th</sup> 2025 special board meeting. (Carlin)
5. Review of airport activity and financial reports for the month ending January 31, 2025 (Miller/Swanson)
6. Consideration and approval of Salina Community Economic Development Organization (SCEDO) Members Agreement (Miller/Robinson)
7. Consideration and approval of Contract with Stone Sand for underground storage tank removal. (Miller/Cunningham)
8. Consideration and approval of Hangar 703 Bird Clean-Up and Mitigation Contract bids (Cunningham)
9. Consideration and approval of Contract with CivicPlus for Salina Airport Authority website development (Miller/Windhorst)

**Board Resolution:**

10. Consideration of SAA Resolution No 25-01 recognizing Stephanie Carlin for three years of service as a member of the Salina Airport Authority board of directors (Boos)

**Staff Reports:**

- Terminal Building Update (Miller/Cunningham)
- MRO Project Update (Miller)

**Executive Session: (Carlin)**

11. An executive session of the board of directors to discuss legal considerations relating to the fuel facility project.

*“I move the board recess into executive session for \_\_\_ minutes to discuss the subject of legal considerations relating to the fuel facility project with legal counsel based upon the need for consultation with an attorney for the public body which would be deemed privileged in the*





*attorney-client relationship pursuant to KSA 45-7319(b)(2). The open meeting will resume in this room at \_\_\_\_\_ a.m.”*

Airport Authority board action following the executive session is not expected to occur.

12. An executive session of the board of directors to discuss legal considerations relating to confidential proprietary information.

*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.*

Airport Authority board action following the executive session is not expected to occur.

**Directors' Forum:** (Carlin)

13. Presentation of Salina Airport Authority Chairman Award of Excellence (Carlin)

**Visitor's Questions and Comments:** (Carlin)

**Announcements:** (Windhorst)

**Adjournment:** (Carlin)



**MINUTES OF THE REGULAR MEETING  
OF THE SALINA AIRPORT AUTHORITY BOARD OF DIRECTORS  
JANUARY 15, 2025  
HANGAR 600, ROOM 100**

**Call to Order**

Chair Carlin called the board meeting to order at 8:00 a.m. and confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst reported that staff published and distributed the board meeting notice and agenda January 10, 2025, and distributed the board packet January 13, 2025.

**Attendance**

Directors Carlin, Commerford, O'Brien, Boos attended in person and Director Roberg attended remotely (VTC). Attending were Executive Director Pieter Miller; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham; Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson. Guests at the meeting were Mitch Robinson, Salina Community Economic Development Organization; Lindsey Dreiling, Dreiling Aviation Services; Cody Heiman, First Bank Kansas; Julie Yeager Zuker, Avflight; Greg Lenkiewicz, City Mayor; Ryan Sajde, R & S Property Group. Guests attending remotely (VTC): David Arteberry, Stifel, Nicolaus & Company, Inc; Mandy Merritt, 1 Vision Aviation; Patrick Piper, Ashby House; and Jamie Benyshek, Adams Brown.

**Agenda**

Executive Director Miller provided an overview of the agenda and noted no additions to the agenda.

## **Minutes**

Director Commerford moved to accept the minutes of the December 18, 2024 regular meeting as presented, Director O'Brien seconded. Motion carried 5-0.

## **Airport Activity**

Miller presented the airport activity for the month of December 2024. The Salina air traffic control tower (ATCT) recorded 4,778 operations for the month, a slight increase compared to the December 2023 total of 4,297 operations. For the year-to-date, a total of 66,412 operations, 19% less than the December 2023 YTD total of 81,719 operations. Fuel flowage for December 2024 was 240,849 gallons, a significant increase compared to the December 2023 total of 127,411 gallons, year-to-date 2024 reached 2,210,220 gallons, a 7% increase over December 2023 YTD total of 2,069,378 gallons.

Miller presented the December enplanements for SkyWest at 2,089 passengers, a 43% increase over December 2023. December 2024 was a standout month for the Salina Regional Airport, the second-highest December for enplanements since SkyWest began service. Passenger traffic increased 69% year-over-year. The total passenger enplanement and deplanement count for December 2024 was 4,107, compared to the December 2023 total of 2,128. Total enplanements for 2024 were up 31% compared to 2023, reflecting a year of remarkable growth. Miller stated that Gary Foss would update the board with an in-depth review at the February meeting.

## **Financial Review**

Swanson presented the preliminary December financial report, noting that the final report will be presented at the next board meeting as invoices for December work continue to arrive. Swanson reported unrestricted cash in bank is \$2,092,591. Total cash in the bank amounted to \$4.78M. Operating income rose 11% year-over-year compared to December 2023. Airfield revenue increased 22% year-over-year to \$1,672,592, building and land leases totaled \$1,791,321. Operating expenses for 2024 increased 6% year-over-year and administrative expenses remained stable. Total operating expenses are in line with the annual budget. Net Operating Income reached \$289,251 year-to-date, well above the budgeted \$57,046. Work continues on the terminal building water-line relocation, Hangar 626 parking lot construction, and the decommissioning of the underground fuel storage tanks. Swanson provided a list of expenses for the capital improvement projects and updated the board on the accounts receivable. Director Carlin instructed staff to file the financials for audit.

David Arteberry with Stiefel noted significant dates in the bond calendar for the Series 2025 1-2 presented to the Board. Arteberry discussed the differences in the taxable (MRO Hangar project application) and non-taxable (financing for Project 80, hangar acquisition) bonds. Staff will send out calendar invitations for the Special Board meeting March 5, 2025.

**Consideration of 2025 Budget Adjustments for SAA Property/Liability Insurance Renewals and Snow Removal Expenses**

Swanson provided a budget update prompted by the significant, 100% (\$375K) rate increase in insurance premiums. Staff will communicate with affected tenants advising that they research

their best interests. Swanson noted that staff are investigating working with an insurance consultant to mitigate future cost increases.

Miller recapped the recent snow event, noting that this single storm cost more than the entire year's budget. Due to the obligations incurred for the RON flights, staff will be switching from urea to New Deal Solid Airfield Deicer which works at much lower temperatures (-10 degrees) and without the need for sunlight. The cost is significant, and the deicing chemical will be used only when urea will not work.

**Approval request for Hangar 509 HVAC update bids**

Cunningham recapped the project at Hangar 509 to update the HVAC system on the east side of the hangar, matching the updates made to the west side. The upgrade is at the request of FOL tenants and costs will be reflected in the terms of future lease agreements. The scope of work includes all necessary gas lines and electrical service to the new HVAC units, and all ductwork to supply the space. The following bids we received.

Project:	<b>Hangar 509 HVAC</b>		
	<b>2nd Floor, East Side</b>		
Sponsor:	Salina Airport Authority		
Contractor:	<b>Pestinger</b>	<b>Callabresi</b>	<b>Waddle's</b>
<b>Bid</b>	\$ 34,965.00	\$ 34,475.00	\$ 37,844.96
<b>Recommendation</b>		X	

Director O'Brien made a motion to approve the construction bid from Callabresi for installation of a dual HVAC system for the east second floor area in Hangar 509 in the amount of \$34,475

and to authorize the executive director to sign a contract for the project. Director Boos seconded the motion. The vote passed unanimously.

### **Consideration of a Lease Termination Agreement with Airport Apartments, LLC**

Swanson introduced Ryan Sajde of R & S Property Group to the board of directors. Swanson reviewed the history of the airport apartments and the terms of the current lease agreement. Swanson presented the lease termination agreement. Director Commerford moved to approve the lease termination agreement with Airport Apartments LLC. subject to and contingent upon execution of lease agreement with R & S Property Group d/b/a Airport Apartments and authorize the Board Chair to sign for delivery to the escrow agent subject to completion of closing of the sale, Director Boos seconded the motion. The vote was 5-0.

### **Consideration of a Lease Agreement with R & S Property Group, LLC d/b/a Airport Apartments**

Swanson reviewed the following lease terms with R&S Property Group, LLC d/b/a Airport Apartments.

- Term and Effective Date of Lease: 49-year lease, Effective February 1, 2025 to January 31, 2074.
- Basic Rent: \$860.00 per month; and additional 3% of gross revenues
- CPI Adjustment: every 2 years

Motion made by Director Commerford to approve the terms of the lease with R & S Property Group, LLC, as proposed, subject to final legal review and contingent upon the consummation of the sale transaction between Airport Apartments, LLC, and R & S Property Group, LLC,

anticipated to occur on January 31, 2025. Further authorizing to grant consent to a leasehold mortgage with Exchange Bank of Salina, Kansas, as may be required to facilitate the transaction, and authorize Chair Carlin to execute all necessary documents to finalize the lease agreement and consent to leasehold mortgage. The motion is seconded by Director Boos and passed 5 – 0.

### **Presentation of the 2023 Annual Comprehensive Financial Report (ACFR) and Audit**

Swanson introduced Jamie Benyshek of Adams Brown to the board to present the findings of the annual audit. Benyshek noted that the results of the audit for 2023 are delayed due to scheduling issues and not because of any deficits. The audit of the Salina Airport Authority's (SAA) financial statements for the fiscal year ending December 31, 2023, was conducted by Adams Brown, LLC, resulting in an unmodified opinion. This indicates that the financial statements present a fair and accurate representation of the Authority's financial position and operations, in compliance with accepted accounting principles (GAAP). Benyshek stated that the airport's practices complied with cash-based law and that there were no violations. Benyshek further noted that the internal controls were unmodified as were the audits of each major program. The successful audit outcome is a testament to the Salina Airport Authority's dedication to sound financial management and operational integrity. Achieving an unmodified opinion with no significant issues reflects the effectiveness of the Authority's internal controls, compliance practices, and financial transparency. This result reinforces stakeholder confidence and ensures that the SAA remains well-positioned to secure future grants, partnerships, and funding opportunities critical to supporting its mission and growth.

Benyshek anticipates that the 2024 audit will be completed quicker, with the field work scheduled for May 1, 2025.

### **Consideration of waterline utility easement vacation**

Miller presented the board with the waterline project easement vacation statement. As part of the terminal expansion project at the Salina Regional Airport, the existing waterline will be abandoned, necessitating the vacation of an existing utility easement on Airport Authority property. The relocation of the waterline to Bailey Road, circumventing the terminal expansion area, eliminates the need for the existing waterline running beneath the terminal site.

Director Roberg moved to approve the petition to vacate the existing utility easement on Lots 2, 4, and 5 of Block 15 in Schilling Subdivision No. 5, as necessitated by the relocation of the waterline around the terminal expansion site, and authorization for the Board Chair to sign all related documents. Director O'Brien seconded the motion. The vote passed unanimously.

Attorney Bengtson noted that the petition to vacate, once signed by the board chair, will proceed to the City of Salina for review and approval. Franchise utilities will be consulted to ensure no service disruptions or conflicts.

### **Staff Reports:**



Miller provided the update for Project 80, noting that groundwork was in progress and on schedule. The first milestone with Ebert was met. The closing is set for January 24, 2025 for twenty (20) acres (lot 1, block 1).

Miller updated the board on the MRO Project. The State of Kansas has made available \$35M in grant funding with a dollar-for-dollar match by the receiving entity. K-State Salina has received a NIST grant that is being offered as the matching funds for part of the project. The scope of the project and the final design will depend on the State's approval to use the NIST funds. If K-State can use their grant of \$29M for the match, \$2M is included in the bond funding for the tail dock construction, leaving \$3M in unmatched grant funds to cover. Staff are researching additional grants.

Director Boos moved to adjourn the meeting, seconded by Director O'Brien. The meeting adjourned at 9:57 a.m. following a unanimous vote.

Minutes approved at the February 19, 2025 board meeting.

---

Kasey L. Windhorst, Board Clerk

(SEAL)

**MINUTES OF THE SPECIAL MEETING  
OF THE SALINA AIRPORT AUTHORITY BOARD OF DIRECTORS  
JANUARY 23, 2025  
HANGAR 600, ROOM 100**

**Call to Order**

Secretary O'Brien called the board meeting to order at 8:00 a.m. and confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst reported publishing the board meeting notice and agenda January 24, 2025 following the consensus of the board members to waive the 48-hour notice requirement.

**Attendance**

Director O'Brien attended in person and Directors Commerford and Roberg attended remotely (VTC). Attending were Executive Director Pieter Miller; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham; Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson; guest in attendance was Mitch Robinson, Salina Community Economic Development Organization.

**Agenda**

Executive Director Miller provided an overview of the agenda and noted no additions to the agenda.

**Consideration and Approval of the First Amendment to Purchase and Sale Contract with  
AMS 2024 BTS – Salina KS LLC**

Miller presented to the board the amendment to the Purchase and Sale Contract requested by Ambrose. Ambrose is asking that the airport authority pay for the improvements along the tract of the twenty (20) acres and indemnify the owner. Miller reviewed the terms of the benefit district agreement between the Salina Airport Authority and the City of Salina, parameters that would trigger the required improvements, and the estimated timeline. Ambrose requested the amendment on the grounds that the City of Salina and the Airport Authority established the benefit district agreement after the initial negotiations between the airport and Ambrose.

Miller recapped his discussion with the City Manager about the benefit district improvements. Miller noted that the improvements are based on traffic count and could potentially take 20 years to reach the trigger number.

Bengtson reviewed the Exhibit of the sales agreement. Roberg discussed the agreement with the city for the Benefit District, concluding that the entire cost for improvements to Water Well Road was the responsibility of the airport. Swanson confirmed that Exhibit C of the PSA referred to the curb and gutter specifically on the south side of Water Well Rd. Roberg expressed concern that the cost of the improvements outweighs the value of the sale.

Robinson gave input on the possibility of an EDO grant to complete Water Well Rd. benefit district improvements for both phases of Project 80.

At 8:52 a.m., Director O'Brien moved that the Salina Airport Authority board of directors recess into executive session for five (5) minutes pursuant to K.S.A. 75-4319(b)(2) to discuss with legal

counsel the subject of legal considerations and points of negotiation relating to the sale of real estate based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship. The open meeting will resume in this room at 8:57 a.m. Director Roberg seconded, motion passed 3-0.

The open meeting resumed at 8:57 a.m.

Director O'Brien moved to extend the executive session for fifteen (15) minutes pursuant to K.S.A. 75-4319(b)(2) to discuss with legal counsel the subject of legal considerations and points of negotiation relating to the sale of real estate based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship. The open meeting will resume in this room at 9:15 a.m. Director Roberg seconded, motion passed 3-0.

The Open meeting resumed at 9:15 a.m.

Director O'Brien moved to extend the executive session for fifteen (15) minutes pursuant to K.S.A. 75-4319(b)(2) to discuss with legal counsel the subject of legal considerations and points of negotiation relating to the sale of real estate based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship. The open meeting will resume in this room at 9:30 a.m. Director Roberg seconded, motion passed 3-0.

The Open meeting resumed at 9:30 a.m.

Director O'Brien moved to extend the executive session for five (5) minutes pursuant to K.S.A. 75-4319(b)(2) to discuss with legal counsel the subject of legal considerations and points of negotiation relating to the sale of real estate based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship. The open meeting will resume in this room at 9:35 a.m. Director Roberg seconded, motion passed 3-0.

The Open meeting resumed at 9:35 a.m.

Director O'Brien moved to postpone the vote on the first amendment to the PSA. Director Roberg seconded the motion. Motion passed 3-0.

**Consideration of a Lease Agreement with Bomber Base Holdings LLC d/b/a Airport Apartments**

Swanson presented the new draft agreement for the board to review. At the January 15, 2025 regular board meeting, the board approved the lease agreement with R & S, LLC. Swanson was advised by Ryan Sajdera that a new LLC was created specifically for the airport property. The ownership remains the same, but the lease agreement will be with Bomber Base LLC rather than L & S, LLC. Closing is scheduled for January 31, 2025.

Director O'Brien moved to approve the lease agreement with Bomber Base Holdings LLC, as previously approved by the board for R & S Property Group, LLC. Director Roberg seconded the motion, and the vote passed 3-0.

Director O'Brien made a motion to adjourn the meeting, seconded by Director Commerford. The motion passed 3-0. The meeting adjourned at 9:47 a.m.

Minutes approved at the February 19, 2025 board meeting.

---

Kasey L. Windhorst, Board Clerk

(SEAL)

**MINUTES OF THE SPECIAL MEETING  
OF THE SALINA AIRPORT AUTHORITY BOARD OF DIRECTORS  
JANUARY 24, 2025  
HANGAR 600, ROOM 100**

**Call to Order**

Board Chair Carlin called the board meeting to order at 8:00 a.m. and confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst reported publishing the board meeting notice and agenda January 23, 2025 following the consensus of the board members to waive the 48-hour notice requirement.

**Attendance**

Directors Carlin, Boos, and O'Brien attended in person. Directors Commerford and Roberg attended remotely (VTC). Attending in person were Executive Director Pieter Miller; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham; Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson; guests in attendance: Mitch Robinson, Salina Community Economic Development Organization. No guests attended remotely.

**Agenda**

Executive Director Miller provided a review of the special meeting agenda.

**Approval of the First Amendment to Purchase and Sale Contract with AMS 2024 BTS –**

**Salina KS LLC**

Miller provided the board with a response from Ambrose following the January 23, 2025 special board meeting. The buyer expressed a strong wish to proceed with the amendment to complete the sale.

Miller and Swanson presented the cost of upgrading Water Well Rd. for the improvements that affect the 20-acre section and discussed the scope of work, noting that improvements would be installing curb and gutter, sidewalk, and storm sewer, per the existing Benefit District agreement with the City of Salina. Paving is not included.

Robinson reported that the Kansas Department of Commerce is available for funding assistance.

Miller noted that the buyer agreed to other specific terms previously presented by the airport authority.

Director Boos moved to accept the First Amendment to the Purchase and Sale Contract with AMS 2024 BTS-Salina KS, LLC and/or its assigns and authorize the Chair to sign. Seconded by Director O'Brien. Motion passed unanimously.

Director O'Brien moved to authorize staff to execute the Seller's Affidavit, Utility Affidavit, Closing Statement, and any other necessary closing documents. Seconded by Director Boos. Motion passed unanimously.



**Director's Forum**

Director Miller announced that United has published tickets on sale for direct, non-stop flights from SLN to Houston beginning May 2, 2025. Flights depart SLN at 11:20 a.m., and return at 6:30 p.m. The aircraft will remain overnight for scheduled maintenance at 1Vision.

Director O'Brien made a motion to adjourn the meeting, seconded by Director Boos. The motion passed 5-0. The meeting adjourned at 8:28 a.m.

Minutes approved at the February 19, 2025 board meeting.

---

Kasey L. Windhorst, Board Clerk

(SEAL)

**SALINA AIRPORT AUTHORITY  
AIRPORT ACTIVITY REPORT  
2025**

**AIR TRAFFIC/ATCT**

January, 2025	4,380 Operations 623 Instrument Operations 500 Peak Day
January, 2024	3,231 Operations 501 Instrument Operations 386 Peak Day
January 2025 - January 2025	4,380 Operations
January 2024 - January 2024	3,231 Operations
January 2023 - January 2023	5,993 Operations

**FUEL FLOWAGE**

January, 2025	160,970 Gallons
January, 2024	112,666 Gallons
January 2025 - January 2025	160,970 Gallons
January 2024 - January 2024	112,666 Gallons
January 2023 - January 2023	134,954 Gallons

		Avflight	
KSU-S	Avflight Salina	Military/Gov't Portion	Self-fuel Station Portion
5,179	155,791	23,710	193
5,530	107,136	26,043	45
5,179	155,791	23,710	193
5,530	107,136	26,043	45
8,243	126,711	27,771	313

**SkyWest Airlines**

	ENPLANEMENTS	DEPLANEMENTS	TOTAL
January, 2025	1,609 Passengers	1,709 Passengers	3,318
January, 2024	762 Passengers	771 Passengers	1,533
January 2025 - January 2025	1,609 Passengers		
January 2024 - January 2024	762 Passengers		
January 2023 - January 2023	842 Passengers		

**ENPLANEMENTS - Charter Flights**

January, 2025	4,142 Passengers
January, 2024	113 Passengers
January 2025 - January 2025	4,142 Passengers
January 2024 - January 2024	113 Passengers
January 2023 - January 2023	68 Passengers

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

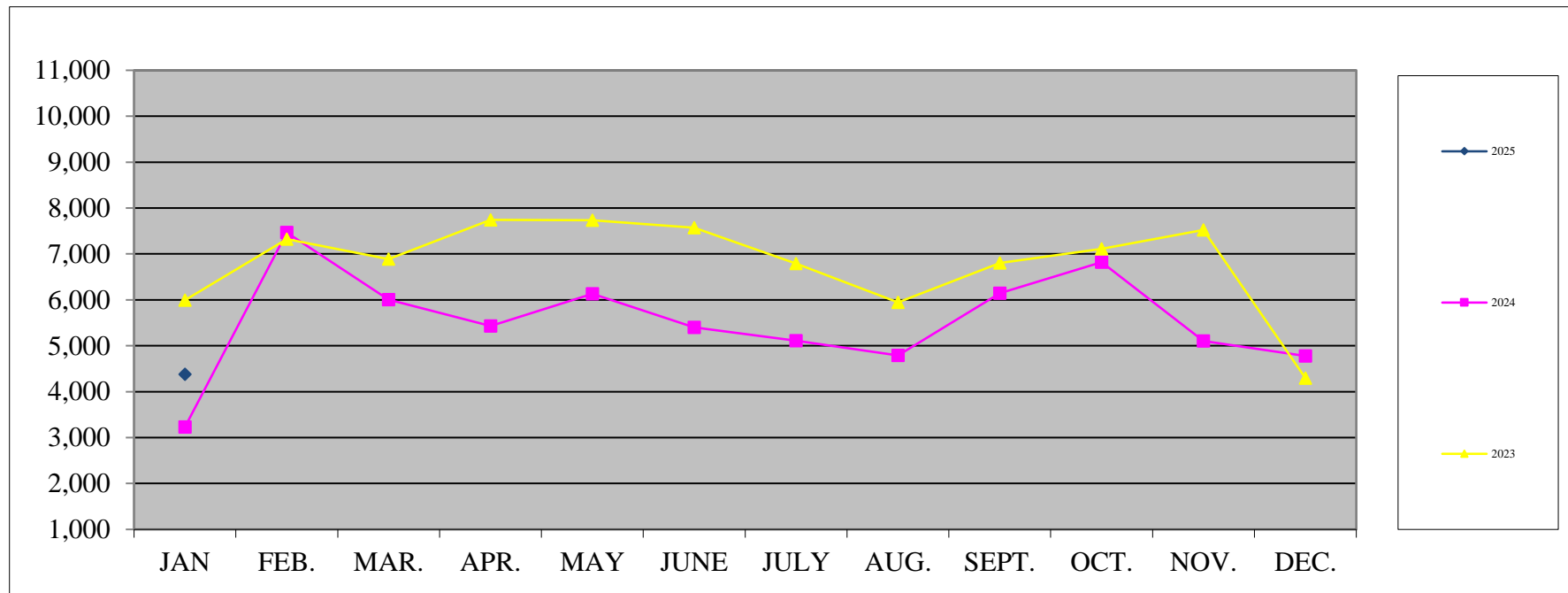
January, 2025	5,751 Passengers
January, 2024	875 Passengers
January 2025 - January 2025	5,751 Passengers
January 2024 - January 2024	875 Passengers
January 2023 - January 2023	910 Passengers

**AIRPORT TRAFFIC RECORD**  
**2024 - 2025**

	ITINERANT					LOCAL			Total Operations
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	
<b>2025</b>									
January, 25	162	752	1,095	215	2,224	1,846	310	2,156	4,380
February, 25									
March, 25									
April, 25									
May, 25									
June, 25									
July, 25									
August, 25									
September, 25									
October, 25									
November, 25									
December, 25									
<b>Totals January - January</b>	<b>162</b>	<b>752</b>	<b>1,095</b>	<b>215</b>	<b>2,224</b>	<b>1,846</b>	<b>310</b>	<b>2,156</b>	<b>4,380</b>
<b>2024</b>									
January, 24	126	861	482	240	1,709	1,448	74	1,522	3,231
February, 24									
March, 24									
April, 24									
May, 24									
June, 24									
July, 24									
August, 24									
September, 24									
October, 24									
November, 24									
December, 24									
<b>Totals January - January</b>	<b>126</b>	<b>861</b>	<b>482</b>	<b>240</b>	<b>1,709</b>	<b>1,448</b>	<b>74</b>	<b>1,522</b>	<b>3,231</b>
<b>Difference</b>	<b>36</b>	<b>-109</b>	<b>613</b>	<b>-25</b>	<b>515</b>	<b>398</b>	<b>236</b>	<b>634</b>	<b>1,149</b>
<b>YTD % Change</b>	<b>29%</b>	<b>-13%</b>	<b>127%</b>	<b>-10%</b>	<b>30%</b>	<b>27%</b>	<b>319%</b>	<b>42%</b>	<b>36%</b>
<b>Legend:</b>	<b>AC: Air Carrier</b>			<b>AT: Air Taxi</b>					
	<b>GA: General Aviation</b>			<b>MI: Military</b>					

**AIR TRAFFIC**

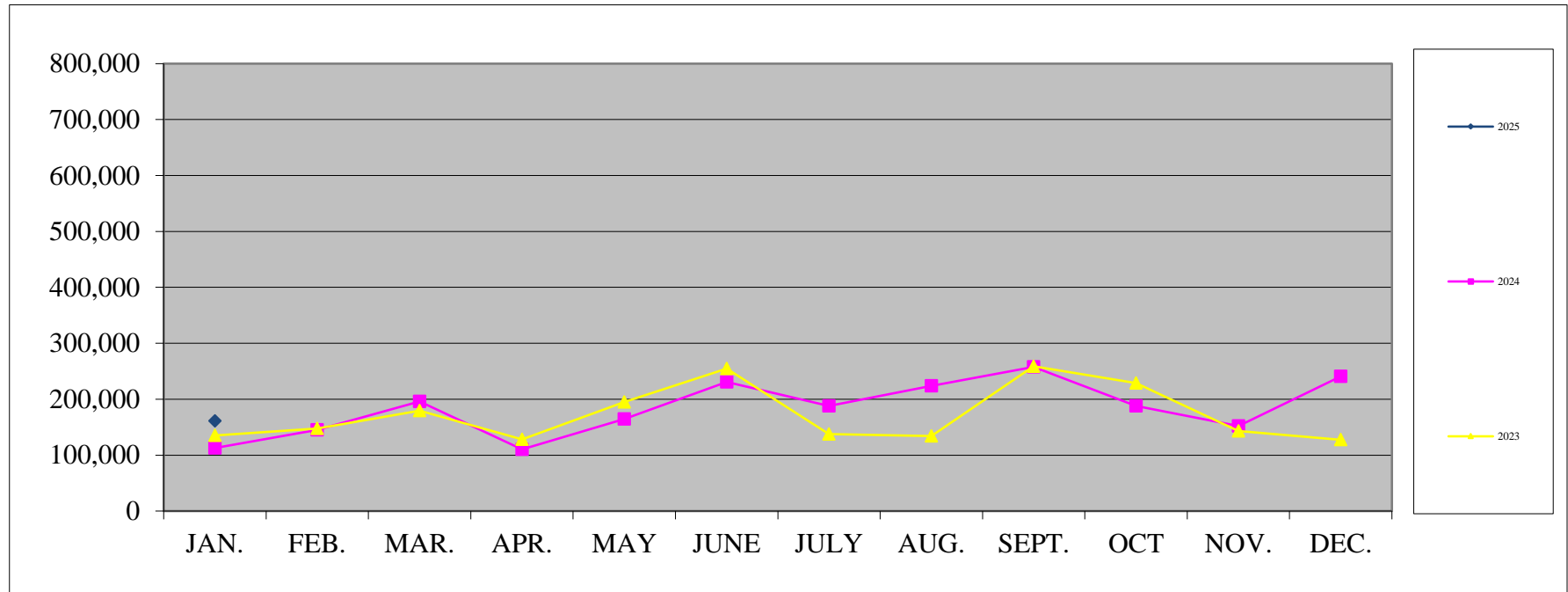
	<u>JAN</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
<b>2025</b>	<b><u>4,380</u></b>												<b><u>4,380</u></b>
<b>2024</b>	3,231	7,466	6,007	5,430	6,133	5,403	5,110	4,787	6,142	6,822	5,103	4,778	66,412
<b>2023</b>	5,993	7,320	6,890	7,743	7,734	7,572	6,791	5,945	6,801	7,112	7,521	4,297	81,719
<b>2022</b>	4,764	6,260	6,557	4,258	5,965	6,660	4,613	4,040	7,352	8,289	5,940	3,564	68,262
<b>2021</b>	3,996	5,989	7,688	8,739	6,570	7,142	7,230	6,181	7,206	7,958	6,808	5,463	80,970
<b>2020</b>	3,109	6,494	2,841	1,398	2,614	5,846	5,399	7,318	7,550	8,532	5,078	4,269	60,448
<b>2019</b>	3,102	4,852	6,848	8,225	6,328	8,541	8,051	5,520	7,187	7,240	6,072	4,587	76,553
<b>2018</b>	3,418	4,601	6,312	5,510	5,094	6,865	6,865	4,910	6,336	9,974	5,317	4,091	69,293
<b>2017</b>	3,539	6,598	5,329	5,340	4,253	4,338	3,613	4,717	7,081	6,177	6,062	4,094	61,141
<b>2016</b>	4,422	7,789	7,962	7,312	6,898	8,011	5,877	4,789	7,593	6,052	5,458	4,948	77,111
<b>2015</b>	6,918	7,133	8,557	8,870	8,022	7,268	8,089	5,426	8,846	11,367	8,753	7,101	96,350



**FUEL FLOWAGE**

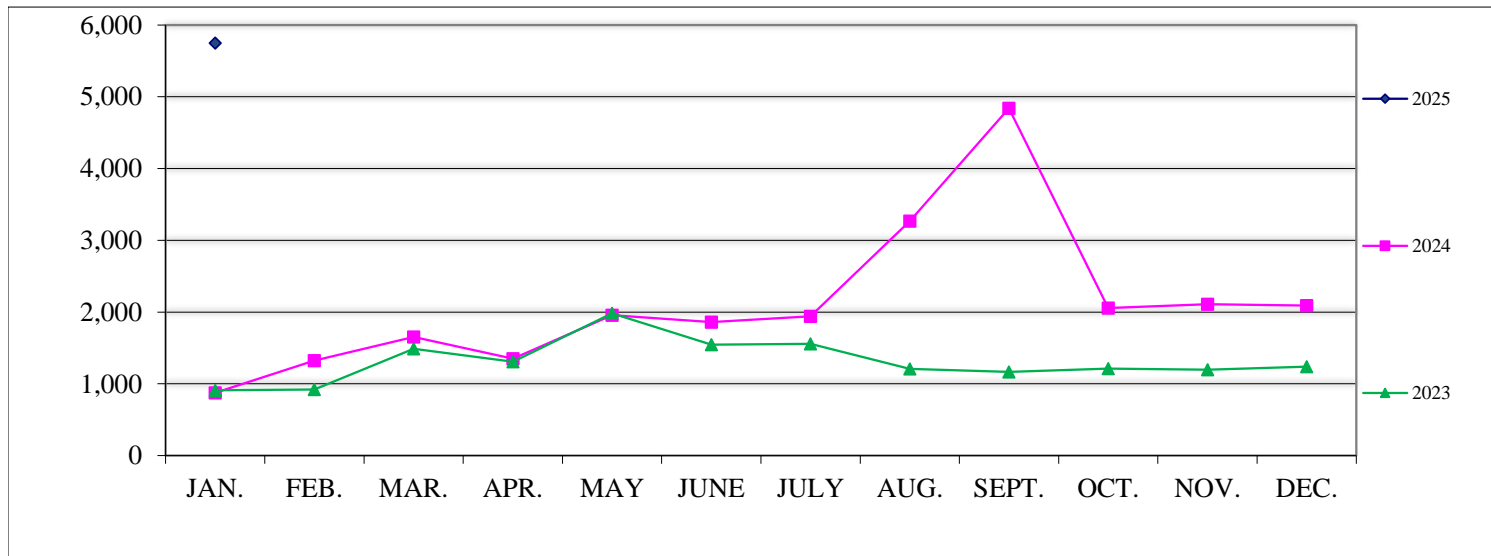
Gallons of Fuel Sold at SLN

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
<b>2025</b>	<b>160,970</b>												<b>160,970</b>
<b>2024</b>	112,666	145,336	195,892	110,346	164,602	230,822	187,920	223,648	257,721	188,094	152,323	240,849	2,210,220
<b>2023</b>	134,955	147,775	179,414	128,122	194,746	254,599	137,603	134,249	258,893	228,702	142,909	127,411	2,069,378
<b>2022</b>	151,697	200,550	418,947	132,791	132,881	193,611	104,328	103,932	434,725	147,216	227,214	123,281	2,371,173
<b>2021</b>	118,269	145,726	209,376	127,107	171,289	159,725	236,452	226,367	171,259	199,197	160,279	171,150	2,096,198
<b>2020</b>	118,337	341,329	124,865	56,765	90,326	105,987	142,234	692,613	128,710	208,081	170,893	114,869	2,295,009
<b>2019</b>	156,531	183,334	150,881	119,745	172,835	157,376	111,147	645,834	161,888	223,382	108,525	87,182	2,278,659
<b>2018</b>	74,807	186,507	172,561	154,513	131,941	367,663	288,977	303,273	348,454	161,563	125,129	99,437	2,414,825
<b>2017</b>	115,075	588,072	203,387	149,134	143,801	211,351	160,134	126,751	418,616	172,614	200,050	133,173	2,622,158
<b>2016</b>	80,221	136,763	130,990	94,673	153,410	132,964	208,846	375,330	137,906	126,983	100,764	182,062	1,860,912
<b>2015</b>	176,746	188,406	290,470	132,543	128,100	126,428	237,782	108,581	143,816	717,601	147,853	89,277	2,487,603



## ENPLANEMENTS

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
<b>2025</b>	<b><u>5,751</u></b>												<b><u>5,751</u></b>
<b>2024</b>	875	1,324	1,655	1,352	1,958	1,861	1,939	3,269	4,840	2,056	2,108	2,089	25,326
<b>2023</b>	910	922	1,489	1,307	1,982	1,544	1,558	1,209	1,167	1,212	1,195	1,239	15,080
<b>2022</b>	1,833	2,815	1,815	1,634	1,813	2,458	2,157	1,109	1,486	1,338	1,339	1,386	20,252
<b>2021</b>	638	548	909	904	2,151	1,979	2,379	1,859	2,050	2,182	1,949	2,032	19,407
<b>2020</b>	1,232	4,716	2,219	52	105	338	392	1,705	552	624	602	628	10,561
<b>2019</b>	996	1,659	1,698	1,548	1,865	1,727	2,065	2,556	1,540	1,958	1,703	1,874	21,189
<b>2018</b>	414	715	370	783	1,387	1,751	1,623	5,553	2,095	2,230	1,756	1,622	20,299
<b>2017</b>	720	1,344	731	756	761	852	793	746	3,874	946	1,229	1,207	13,959
<b>2016</b>	36	0	0	0	0	104	372	910	637	558	574	692	3,883
<b>2015</b>	528	107	4,550	531	122	88	77	79	61	3,574	592	80	10,389



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

# *SALINA Airport* *Authority*

JANUARY 2025

FINANCIAL STATEMENTS

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

Salina Airport Authority  
Statement of Net Position Prev Year Comparison

02/14/2025

As of January 31, 2025

	Jan 31, 25	Dec 31, 24	\$ Change	Jan 31, 24	\$ Change	% Change
<b>ASSETS</b>						
Current Assets						
Checking/Savings						
Cash in Bank-Bond Funds	1,221,299	1,266,993	-45,694	9,860,758	-8,639,459	-88%
Cash in bank-Operating Funds	2,415,185	2,249,610	165,575	1,531,467	883,718	58%
Cash in Bank - AIM Center	1,671,600	6,854	1,664,746	958	1,670,642	174,389%
Cash in Bank - Mill Levy	3,070,052	1,257,374	1,812,678	2,479,279	590,773	24%
<b>Total Checking/Savings</b>	<b>8,378,136</b>	<b>4,780,831</b>	<b>3,597,305</b>	<b>13,872,462</b>	<b>-5,494,326</b>	<b>-40%</b>
Accounts Receivable						
Accounts Receivable	144,945	185,811	-40,866	178,283	-33,338	-19%
<b>Total Accounts Receivable</b>	<b>144,945</b>	<b>185,811</b>	<b>-40,866</b>	<b>178,283</b>	<b>-33,338</b>	<b>-19%</b>
Other Current Assets						
Agri Land Receivable	58,500	0	58,500	71,000	-12,500	-18%
Mill Levy receivable	1,540,908	0	1,540,908	1,588,311	-47,403	-3%
Other current assets	1,398,954	926,195	472,759	2,361,467	-962,513	-41%
Undeposited Funds	0	0	0	25,686	-25,686	-100%
<b>Total Other Current Assets</b>	<b>2,998,362</b>	<b>926,195</b>	<b>2,072,167</b>	<b>4,046,464</b>	<b>-1,048,102</b>	<b>-26%</b>
<b>Total Current Assets</b>	<b>11,521,443</b>	<b>5,892,837</b>	<b>5,628,606</b>	<b>18,097,209</b>	<b>-6,575,766</b>	<b>-36%</b>
Fixed Assets						
Fixed assets at cost	124,492,123	124,202,201	289,922	110,088,591	14,403,532	13%
Less accumulated depreciation	-60,706,970	-60,373,637	-333,333	-57,563,637	-3,143,333	-5%
<b>Total Fixed Assets</b>	<b>63,785,153</b>	<b>63,828,564</b>	<b>-43,411</b>	<b>52,524,954</b>	<b>11,260,199</b>	<b>21%</b>
Other Assets						
Deferred Outflow of Resources	982,048	982,048	0	982,048	0	0%
Other assets	4,527,169	4,527,169	0	4,527,169	0	0%
<b>Total Other Assets</b>	<b>5,509,217</b>	<b>5,509,217</b>	<b>0</b>	<b>5,509,217</b>	<b>0</b>	<b>0%</b>
<b>TOTAL ASSETS</b>	<b>80,815,813</b>	<b>75,230,618</b>	<b>5,585,195</b>	<b>76,131,380</b>	<b>4,684,433</b>	<b>6%</b>
<b>LIABILITIES &amp; EQUITY</b>						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts payable	1,507,010	1,103,069	403,941	1,207,763	299,247	25%
<b>Total Accounts Payable</b>	<b>1,507,010</b>	<b>1,103,069</b>	<b>403,941</b>	<b>1,207,763</b>	<b>299,247</b>	<b>25%</b>
Credit Cards						
<b>Total Credit Cards</b>	<b>0</b>	<b>2,889</b>	<b>-2,889</b>	<b>2,375</b>	<b>-2,375</b>	<b>-100%</b>
Other Current Liabilities						
Accrued debt interest payable	830,356	617,283	213,073	606,586	223,770	37%
Debt, current portion	6,855,009	6,855,009	0	6,803,560	51,449	1%
Deferred Agri Land Revenue	53,625	0	53,625	65,083	-11,458	-18%
Deferred Mill Levy revenue	3,059,737	0	3,059,737	3,198,101	-138,364	-4%
Other current liabilities	286,758	248,049	38,709	214,833	71,925	33%
<b>Total Other Current Liabilities</b>	<b>11,085,485</b>	<b>7,720,341</b>	<b>3,365,144</b>	<b>10,888,163</b>	<b>197,322</b>	<b>2%</b>
<b>Total Current Liabilities</b>	<b>12,592,495</b>	<b>8,826,299</b>	<b>3,766,196</b>	<b>12,098,301</b>	<b>494,194</b>	<b>4%</b>
Long Term Liabilities						
Debt - Long Term	36,465,397	36,487,717	-22,320	38,269,676	-1,804,279	-5%
Deferred Inflows of Resources	5,173,568	5,173,568	0	5,173,568	0	0%
Less current portion	-6,855,009	-6,855,009	0	-6,803,560	-51,449	-1%
Net OPEB Liability (KPERs)	9,618	9,618	0	9,618	0	0%
Net Pension Liability	961,197	961,197	0	961,197	0	0%
Security Deposits Returnable	157,427	157,019	408	123,811	33,616	27%
<b>Total Long Term Liabilities</b>	<b>35,912,198</b>	<b>35,934,110</b>	<b>-21,912</b>	<b>37,734,310</b>	<b>-1,822,112</b>	<b>-5%</b>
<b>Total Liabilities</b>	<b>48,504,693</b>	<b>44,760,409</b>	<b>3,744,284</b>	<b>49,832,611</b>	<b>-1,327,918</b>	<b>-3%</b>
Equity						
Invested in Capital Assets net	28,339,595	28,353,582	-13,987	23,591,542	4,748,053	20%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	2,040,614	-1,982,532	4,023,146	2,779,508	-738,894	-27%
Net Income	1,840,911	4,009,159	-2,168,248	-162,282	2,003,193	1,234%
<b>Total Equity</b>	<b>32,311,120</b>	<b>30,470,209</b>	<b>1,840,911</b>	<b>26,298,768</b>	<b>6,012,352</b>	<b>23%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>80,815,813</b>	<b>75,230,618</b>	<b>5,585,195</b>	<b>76,131,379</b>	<b>4,684,434</b>	<b>6%</b>



Salina Airport Authority  
**Profit & Loss Budget Performance**  
 January 2025

4:17 PM  
 02/14/2025  
 Accrual Basis

	Jan 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Airfield revenue</b>					
Fuel Flowage Fees	15,340	17,917	-2,577	86%	215,000
Hangar rent	115,860	108,333	7,527	107%	1,300,000
Landing fees	13,419	3,333	10,086	403%	40,000
Ramp rent	6,640	6,375	265	104%	76,500
<b>Total Airfield revenue</b>	151,259	135,958	15,301	111%	1,631,500
<b>Building and land rent</b>					
Agri land rent	4,875	4,875	0	100%	58,500
<b>Building rents - Long Term</b>					
Short-term leasing	27,783	48,667	-20,884	57%	584,000
Building rents - Long Term - Other	96,184	73,000	23,184	132%	876,000
<b>Total Building rents - Long Term</b>	123,967	121,667	2,300	102%	1,460,000
<b>Land rent</b>					
Basic Land Rent	11,165	11,525	-360	97%	138,300
Property tax - tenant share	10,975	10,975	0	100%	131,700
<b>Total Land rent</b>	22,140	22,500	-360	98%	270,000
Tank rent	1,306	6,500	-5,194	20%	78,000
<b>Total Building and land rent</b>	152,288	155,542	-3,254	98%	1,866,500
<b>Other revenue</b>					
Airport Marketing	0	1,667	-1,667	0%	20,000
Commissions	0	2,667	-2,667	0%	32,000
Other income	31,405	8,333	23,072	377%	100,000
<b>Total Other revenue</b>	31,405	12,667	18,738	248%	152,000
<b>Total Income</b>	334,952	304,167	30,785	110%	3,650,000
<b>Gross Profit</b>	334,952	304,167	30,785	110%	3,650,000
<b>Expense</b>					
<b>Administrative expenses</b>					
A/E, consultants, brokers	60	7,208	-7,148	1%	86,500
Airport promotion	23,969	21,400	2,569	112%	256,800
Bad Debt Expense	0	417	-417	0%	5,000
Computer/Network Admin.	4,109	5,833	-1,724	70%	70,000
Dues and subscriptions	1,451	2,917	-1,466	50%	35,000
Employee retirement	12,492	10,000	2,492	125%	120,000
FICA and medicare tax expense	8,893	7,250	1,643	123%	87,000
Industrial development	4,792	5,417	-625	88%	65,000
Insurance , property	31,250	31,250	0	100%	375,000
Insurance, medical	21,289	22,917	-1,628	93%	275,000
Kansas unemployment tax	0	83	-83	0%	1,000
Legal and accounting	2,050	5,833	-3,783	35%	70,000
Office salaries	60,308	57,083	3,225	106%	685,000
Office Supplies	284	833	-549	34%	10,000
Other administrative expense	1,854	1,250	604	148%	15,000
Postage	0	125	-125	0%	1,500
Property tax expense	15,000	15,000	0	100%	180,000
Special Events	0	833	-833	0%	10,000
Telephone	1,582	1,667	-85	95%	20,000
Training	0	833	-833	0%	10,000
Travel and meetings	0	1,250	-1,250	0%	15,000
<b>Total Administrative expenses</b>	189,383	199,399	-10,016	95%	2,392,800

	<u>Jan 25</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
<b>Maintenance expenses</b>					
<b>Airfield maintenance</b>	1,995	5,417	-3,422	37%	65,000
<b>Airport Security</b>	1,690	250	1,440	676%	3,000
<b>Building maintenance</b>	23,055	20,000	3,055	115%	240,000
<b>Equipment fuel and repairs</b>	9,133	9,167	-34	100%	110,000
<b>Fire Services</b>	0	1,715	-1,715	0%	20,575
<b>Grounds maintenance</b>	120	625	-505	19%	7,500
<b>Maintenance salaries</b>	57,014	38,333	18,681	149%	460,000
<b>Other maintenance expenses</b>	1,352	1,917	-565	71%	23,000
<b>Snow removal expense</b>	60,551	35,000	25,551	173%	75,000
<b>Utilities</b>	36,449	20,833	15,616	175%	250,000
<b>Total Maintenance expenses</b>	<u>191,359</u>	<u>133,257</u>	<u>58,102</u>	<u>144%</u>	<u>1,254,075</u>
<b>Total Expense</b>	<u>380,742</u>	<u>332,656</u>	<u>48,086</u>	<u>114%</u>	<u>3,646,875</u>
<b>Net Ordinary Income</b>	-45,790	-28,489	-17,301	161%	3,125
<b>Other Income/Expense</b>					
<b>Other Income</b>					
<b>AIM Center Tuition</b>	1,100	400	700	275%	10,000
<b>Capital contributed</b>					
<b>AIM Center - ALOFT Grant</b>	0	1,625,000	-1,625,000	0%	1,625,000
<b>Air Service Grants</b>	33,333	33,333	0	100%	133,332
<b>Capital contributed - Other</b>	1,662,500	0	1,662,500	100%	16,481,667
<b>Total Capital contributed</b>	<u>1,695,833</u>	<u>1,658,333</u>	<u>37,500</u>	<u>102%</u>	<u>18,239,999</u>
<b>Gain on sale of assets</b>	448,182	450,000	-1,818	100%	450,000
<b>Interest income</b>					
<b>Interest income on deposits</b>	10,758	16,667	-5,909	65%	200,000
<b>Leases</b>	0	22,500	-22,500	0%	270,000
<b>Total Interest income</b>	<u>10,758</u>	<u>39,167</u>	<u>-28,409</u>	<u>27%</u>	<u>470,000</u>
<b>Mill levy income</b>	290,736	279,206	11,530	104%	3,350,473
<b>Total Other Income</b>	<u>2,446,609</u>	<u>2,427,106</u>	<u>19,503</u>	<u>101%</u>	<u>22,520,472</u>
<b>Other Expense</b>					
<b>AIM Center Expenses</b>					
<b>Building Maintenance</b>	0	500	-500	0%	6,000
<b>Consultants</b>	7,765	1,000	6,765	777%	12,000
<b>Equipment, Fuel &amp; Repairs</b>	0	500	-500	0%	6,000
<b>Events</b>	0	500	-500	0%	6,000
<b>Instructors / Vendor 3rd Party</b>	0	11,833	-11,833	0%	141,996
<b>Marketing/Communication</b>	0	8,334	-8,334	0%	100,000
<b>Other</b>	0	500	-500	0%	6,000
<b>Supplies</b>	0	5,000	-5,000	0%	60,000
<b>Technology</b>	868	500	368	174%	6,000
<b>Travel &amp; Meetings</b>	0	500	-500	0%	6,000
<b>Total AIM Center Expenses</b>	<u>8,633</u>	<u>29,167</u>	<u>-20,534</u>	<u>30%</u>	<u>349,996</u>
<b>Debt interest expense net</b>					
<b>Bond issue cost</b>	25	2,500	-2,475	1%	210,000
<b>Interest Expense on Debt</b>	217,917	217,917	0	100%	2,615,000
<b>Total Debt interest expense net</b>	<u>217,942</u>	<u>220,417</u>	<u>-2,475</u>	<u>99%</u>	<u>2,825,000</u>
<b>Depreciation expense</b>	333,333	333,337	-4	100%	4,000,000
<b>SkyWest Overnight Flight</b>	0	0	0	0%	90,000
<b>Total Other Expense</b>	<u>559,908</u>	<u>582,921</u>	<u>-23,013</u>	<u>96%</u>	<u>7,264,996</u>
<b>Net Other Income</b>	<u>1,886,701</u>	<u>1,844,185</u>	<u>42,516</u>	<u>102%</u>	<u>15,255,476</u>
<b>Net Income</b>	<u><u>1,840,911</u></u>	<u><u>1,815,696</u></u>	<u><u>25,215</u></u>	<u><u>101%</u></u>	<u><u>15,258,601</u></u>

**Salina Airport Authority**  
**Profit & Loss Prev Year Comparison**  
January 2025

4:18 PM  
02/14/2025  
Accrual Basis

	Jan 25	Jan 24	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Airfield revenue</b>				
Fuel Flowage Fees	15,340	11,460	3,880	34%
Hangar rent	115,860	92,459	23,401	25%
Landing fees	13,419	2,258	11,161	494%
Ramp rent	6,640	6,525	115	2%
<b>Total Airfield revenue</b>	<b>151,259</b>	<b>112,702</b>	<b>38,557</b>	<b>34%</b>
<b>Building and land rent</b>				
Agri land rent	4,875	5,917	-1,042	-18%
<b>Building rents - Long Term</b>				
Short-term leasing	27,783	25,334	2,449	10%
Building rents - Long Term - Other	96,184	92,620	3,564	4%
<b>Total Building rents - Long Term</b>	<b>123,967</b>	<b>117,954</b>	<b>6,013</b>	<b>5%</b>
<b>Land rent</b>				
Basic Land Rent	11,165	11,454	-289	-3%
Property tax - tenant share	10,975	10,975	0	0%
<b>Total Land rent</b>	<b>22,140</b>	<b>22,429</b>	<b>-289</b>	<b>-1%</b>
Tank rent	1,306	1,306	0	0%
<b>Total Building and land rent</b>	<b>152,288</b>	<b>147,606</b>	<b>4,682</b>	<b>3%</b>
<b>Other revenue</b>				
Commissions	0	1,837	-1,837	-100%
Other income	31,405	5,183	26,222	506%
<b>Total Other revenue</b>	<b>31,405</b>	<b>7,020</b>	<b>24,385</b>	<b>347%</b>
Returned Check Charges	0	0	0	0%
<b>Total Income</b>	<b>334,952</b>	<b>267,328</b>	<b>67,624</b>	<b>25%</b>
<b>Gross Profit</b>	<b>334,952</b>	<b>267,328</b>	<b>67,624</b>	<b>25%</b>
<b>Expense</b>				
<b>Administrative expenses</b>				
A/E, consultants, brokers	60	15,693	-15,633	-100%
<b>Airport promotion</b>				
Air Serv. Mktg - SAA	21,471	11,307	10,164	90%
Airport promotion - Other	2,498	703	1,795	255%
<b>Total Airport promotion</b>	<b>23,969</b>	<b>12,010</b>	<b>11,959</b>	<b>100%</b>
Computer/Network Admin.	4,109	4,134	-25	-1%
Dues and subscriptions	1,451	1,498	-47	-3%
Employee retirement	12,492	8,988	3,504	39%
FICA and medicare tax expense	8,893	6,556	2,337	36%
Industrial development	4,792	4,792	0	0%
Insurance , property	31,250	18,750	12,500	67%
Insurance, medical	21,289	20,789	500	2%
Legal and accounting	2,050	5,410	-3,360	-62%
Office salaries	60,308	50,750	9,558	19%
Office Supplies	284	970	-686	-71%
<b>Other administrative expense</b>				
Merchant Processing Fees	1,425	246	1,179	479%
Other administrative expense - Other	429	-47	476	1,013%
<b>Total Other administrative expense</b>	<b>1,854</b>	<b>199</b>	<b>1,655</b>	<b>832%</b>
Postage	0	400	-400	-100%
Property tax expense	15,000	12,083	2,917	24%
Telephone	1,582	1,492	90	6%
Training	0	595	-595	-100%
Travel and meetings	0	631	-631	-100%
<b>Total Administrative expenses</b>	<b>189,383</b>	<b>165,740</b>	<b>23,643</b>	<b>14%</b>
<b>Maintenance expenses</b>				
Airfield maintenance	1,995	547	1,448	265%
Airport Security	1,690	134	1,556	1,161%
Building maintenance	23,055	16,049	7,006	44%
Equipment fuel and repairs	9,133	5,707	3,426	60%
Fire Services	0	1,021	-1,021	-100%
Grounds maintenance	120	0	120	100%
Maintenance salaries	57,014	35,442	21,572	61%
Other maintenance expenses	1,352	1,578	-226	-14%
Snow removal expense	60,551	3,151	57,400	1,822%
Utilities	36,449	37,197	-748	-2%
<b>Total Maintenance expenses</b>	<b>191,359</b>	<b>100,826</b>	<b>90,533</b>	<b>90%</b>
Uncategorized Expenses	0	0	0	0%
<b>Total Expense</b>	<b>380,742</b>	<b>266,566</b>	<b>114,176</b>	<b>43%</b>

	Jan 25	Jan 24	\$ Change	% Change
Net Ordinary Income	-45,790	762	-46,552	-6,109%
Other Income/Expense				
Other Income				
AIM Center Tuition	1,100	0	1,100	100%
Capital contributed				
Air Service Grants	33,333	0	33,333	100%
Capital contributed - Other	1,662,500	0	1,662,500	100%
Total Capital contributed	1,695,833	0	1,695,833	100%
Gain on sale of assets	448,182	0	448,182	100%
Interest income				
Int. Income -2023 Bond Proceeds	0	43,055	-43,055	-100%
Interest income on deposits	10,758	2,902	7,856	271%
Total Interest income	10,758	45,957	-35,199	-77%
Mill levy income	290,736	290,736	0	0%
Total Other Income	2,446,609	336,693	2,109,916	627%
Other Expense				
AIM Center Expenses				
Building Maintenance	0	11,016	-11,016	-100%
Consultants	7,765	8,109	-344	-4%
Equipment, Fuel & Repairs	0	10,494	-10,494	-100%
Instructors / Vendor 3rd Party	0	15,721	-15,721	-100%
Supplies	0	33,695	-33,695	-100%
Technology	868	30,846	-29,978	-97%
Total AIM Center Expenses	8,633	109,881	-101,248	-92%
Debt interest expense net				
Bond issue cost	25	0	25	100%
Interest Expense on Debt	217,917	119,858	98,059	82%
Total Debt interest expense net	217,942	119,858	98,084	82%
Depreciation expense	333,333	270,000	63,333	23%
Total Other Expense	559,908	499,739	60,169	12%
Net Other Income	1,886,701	-163,046	2,049,747	1,257%
Net Income	1,840,911	-162,284	2,003,195	1,234%

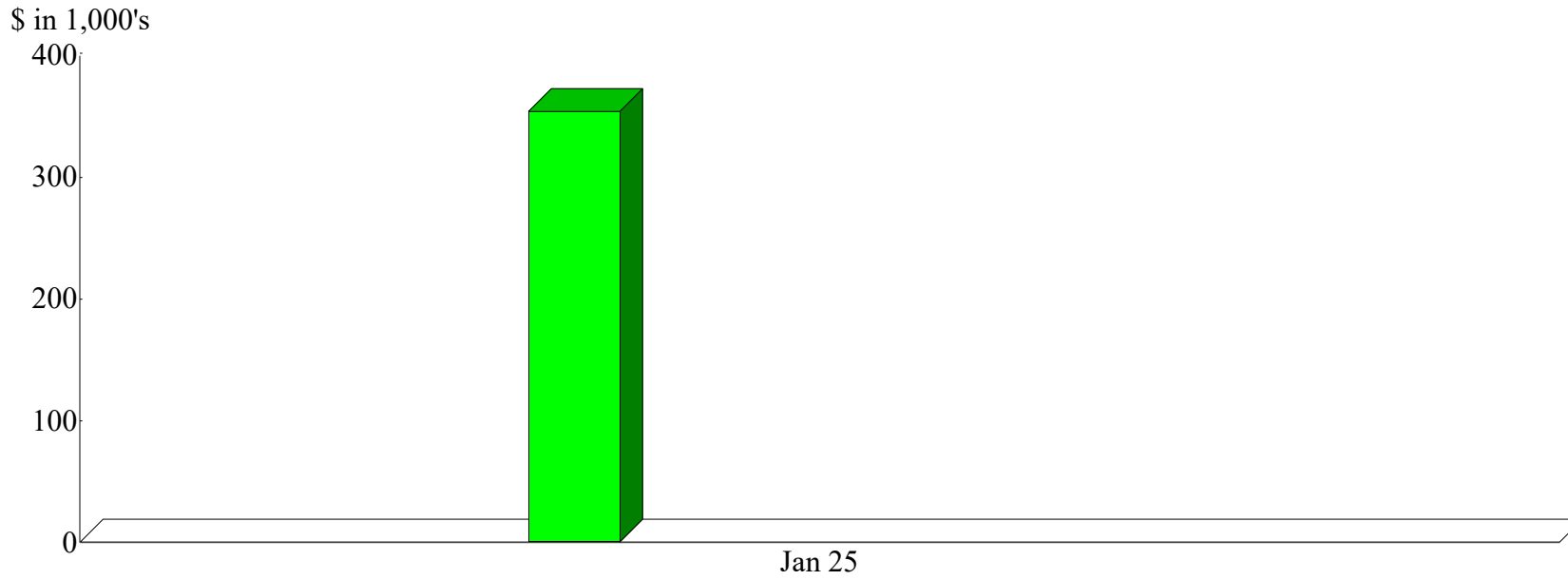
02/14/25

**Salina Airport Authority**  
**Significant Capital Expenditures Detail**  
**January 2025**

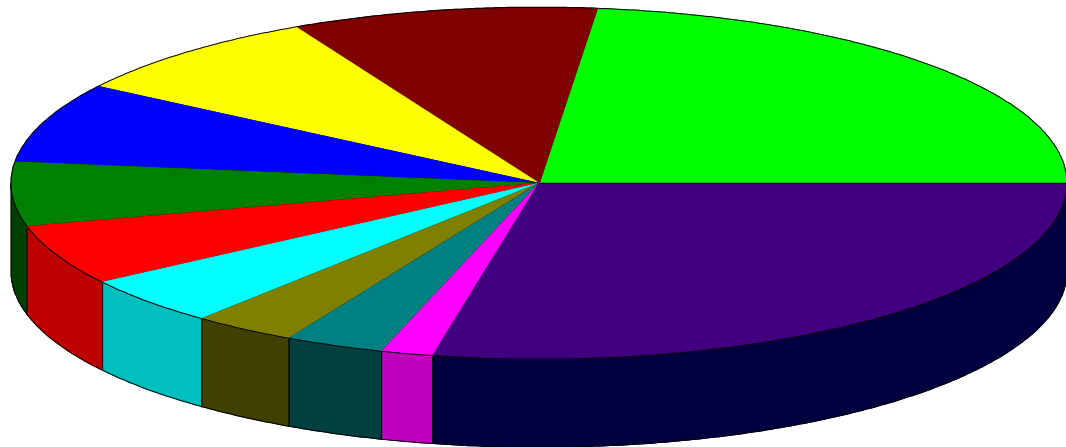
Type	Date	Name	Memo	Amount	Balance
<b>Fixed assets at cost</b>					
<b>Airfield</b>					
<b>AIP-54 Term. Parking Lot Design</b>					
Bill	01/24/2025	Lochner Inc	Progress Estimate - AIP 3-20-0072-054-2024 Terminal Building Parkin...	6,449.00	6,449.00
Total AIP-54 Term. Parking Lot Design				6,449.00	6,449.00
<b>AIP-55 Term. Bldg. A/E and Cnst</b>					
<b>Waterline Relocation</b>					
Bill	01/15/2025	City of Salina, Kansas	Term. Waterline Relocation - Vacation of utility easement filing fee	211.50	211.50
Total Waterline Relocation				211.50	211.50
Total AIP-55 Term. Bldg. A/E and Cnst				211.50	211.50
Total Airfield				6,660.50	6,660.50
<b>Buildings &amp; Improvements</b>					
<b>Building improvements</b>					
<b>Hangar 626 Rehabilitation</b>					
Bill	01/02/2025	Lowe's Business Account Inc	H626 gate - conduit	64.96	64.96
Bill	01/30/2025	Gleason & Son Signs, Inc.	Signs installed at H626	16,123.81	16,188.77
Bill	01/30/2025	Gleason & Son Signs, Inc.	Permit fee	151.28	16,340.05
Total Hangar 626 Rehabilitation				16,340.05	16,340.05
<b>Hangar 959 Rehabilitation</b>					
Bill	01/02/2025	Callabresi Heating & Cooling, LLC	H959 service to trouble shoot heater units purchased by 1Vision	3,276.43	3,276.43
Bill	01/23/2025	Callabresi Heating & Cooling, LLC	Progress estimate #1	119,650.00	122,926.43
Bill	01/31/2025	Callabresi Heating & Cooling, LLC	H959 - provide 12 Radiant High Intensity Heaters	12,988.00	135,914.43
Total Hangar 959 Rehabilitation				135,914.43	135,914.43
Total Building improvements				152,254.48	152,254.48
<b>FBO Improvements</b>					
<b>Hangar 409-1 Imps Avflight So.</b>					
Bill	01/27/2025	Callabresi Heating & Cooling, LLC	H409, install furnace	3,131.00	3,131.00
Total Hangar 409-1 Imps Avflight So.				3,131.00	3,131.00
Total FBO Improvements				3,131.00	3,131.00
Total Buildings & Improvements				155,385.48	155,385.48
<b>Equipment</b>					
<b>Computer equipment</b>					
Bill	01/02/2025	JAB IT LLC	H600 Rm 100 AV upgrade	4,687.35	4,687.35
Bill	01/17/2025	JAB IT LLC	H600 Conference Room laptop	1,499.00	6,186.35
Total Computer equipment				6,186.35	6,186.35
<b>Other Equipment</b>					
Bill	01/23/2025	Dolphitech, Inc.	AIM Center Delphitech DC2+ Core Unit	121,690.54	121,690.54
Total Other Equipment				121,690.54	121,690.54
Total Equipment				127,876.89	127,876.89
Total Fixed assets at cost				289,922.87	289,922.87
<b>Less accumulated depreciation</b>					
General Journal	01/31/2025		recur	-200,000.00	-200,000.00
General Journal	01/31/2025		recur	-133,333.30	-333,333.30
Total Less accumulated depreciation				-333,333.30	-333,333.30
<b>TOTAL</b>				<b>-43,410.43</b>	<b>-43,410.43</b>

Sales by Month  
January 2025

Dollar Sales



Sales Summary  
January 2025

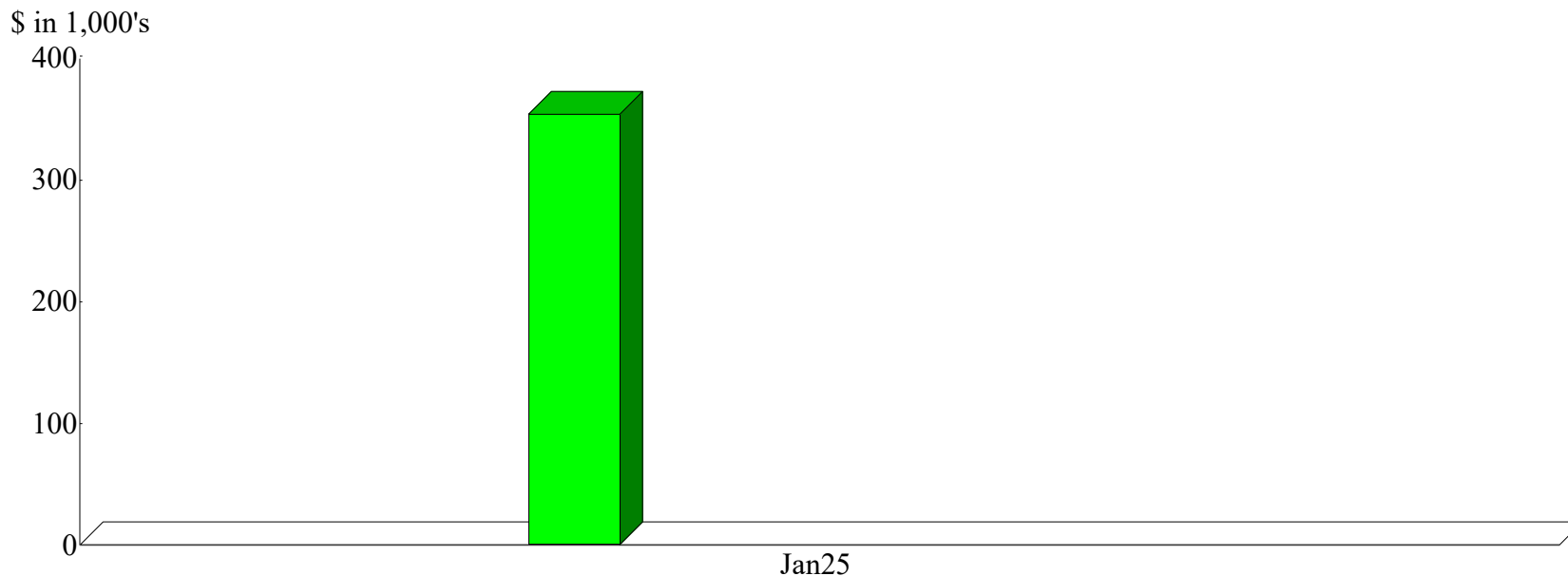


1 Vision Aviation, PLLC	23.26%
City of Salina, KS	9.44
Avflight Salina	8.24
Kansas Erosion Products, LLC.	7.38
Allegiant Air Charter	5.94
Stryten Salina, LLC	5.70
K-State Salina	4.56
Universal Forest Products (UFP)	3.31
Sierra Pacific	3.14
Durham School Service, L.P.	1.62
Other	27.41
<b>Total</b>	<b>\$353,143.42</b>

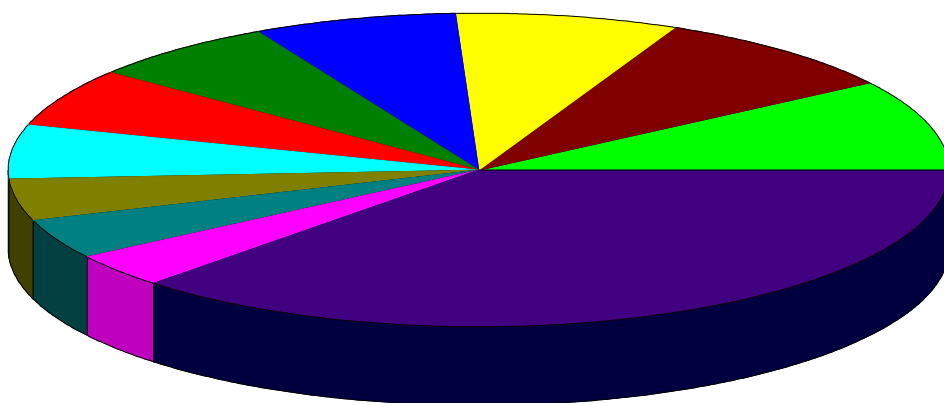
By Customer

Sales by Month  
January 2025

Dollar Sales



Sales Summary  
January 2025



Air Service Grant (Air Service Grant)	9.44%
ARFF Standby (ARFF Standby per flight)	8.83
H-00959-1 (Hangar Facility H959 - 2044 S	7.76
H-0626-1 (Hangar 626 Rental, 2625 Arnold	7.04
H-0606-3 (Hangar 606, 2630 Arnold Court	6.56
B-01021 (Building #1021 located at 3600	6.20
B-00655-3 (Bldg. #655 (96,611 SF) - 2656	5.70
H-0600-4 (Hangar 600 - 2720 Arnold Court	4.42
FFF-Avflight Salina (Fuel Flowage Fee @	4.20
H-0600-1 (Hangar 600 - 20,217 sq. ft.)	3.60
Other	36.24
<b>Total</b>	<b>\$353,143.42</b>

By Item

**Salina Airport Authority**  
**Distributions from the Bond Project Funds**  
**As of January 31, 2025**

Type	Date	Name	Memo	Debit	Credit	Balance
<b>Cash in Bank-Bond Funds</b>						1,265,979.14
<b>Equity- 2023 GO Bond (8824)</b>						1,265,979.14
Bill Pmt -Check	01/02/2025	Lowe's Business Account Inc	Fuel Farm downspouts: H626 conduit, PVC		204.15	1,265,774.99
Bill Pmt -Check	01/02/2025	Nex-Tech Communications, LLC	H626 Data/communications - cable, fiber termination, wall cabinets		15,867.83	1,249,907.16
Bill Pmt -Check	01/13/2025	American Environmental Aviation, Inc.	Clay treater modifications (parts, labor)		13,998.00	1,235,909.16
Bill Pmt -Check	01/13/2025	Dellinger Temp Fence & Supply LLC	Hangar 626 - Temp. Fence construction for parking lot		500.00	1,235,409.16
Bill Pmt -Check	01/17/2025	Dellinger Fence Co.	Hangar 626 parking area fence		17,400.00	1,218,009.16
Bill Pmt -Check	01/27/2025	Earles Engineering & Inspections, Inc.	New GA Hangars Property Survey		1,500.00	1,216,509.16
Bill Pmt -Check	01/27/2025	Lowe's Business Account Inc	parts for guages at fuel farm, H626 parking gate conduit		569.86	1,215,939.30
Deposit	01/31/2025		Interest	4,342.81		1,220,282.11
Total Equity- 2023 GO Bond (8824)				4,342.81	50,039.84	1,220,282.11
Total Cash in Bank-Bond Funds				4,342.81	50,039.84	1,220,282.11
<b>Cash in bank-Operating Funds</b>						20,668.00
<b>SFB - Cash mgmt (2636)</b>						20,668.00
<b>SFB-2023 GOTN-Issuance Costs</b>						20,668.00
Total SFB-2023 GOTN-Issuance Costs						20,668.00
Total SFB - Cash mgmt (2636)						20,668.00
Total Cash in bank-Operating Funds						20,668.00
<b>TOTAL</b>				<b>4,342.81</b>	<b>50,039.84</b>	<b>1,240,950.11</b>



**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 \_\_\_\_\_, 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 1<sup>st</sup> 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 30<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 31<sup>st</sup> 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 30<sup>th</sup> of the withdrawing Member's intent to withdraw effective as of the following December 31<sup>st</sup>. Between the time of receipt of the written notice of withdrawal and the December 31<sup>st</sup> 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 31<sup>st</sup> 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

**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**

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
Date: \_\_\_\_\_, 2025

Attest:

\_\_\_\_\_  
Nikki Goding, City Clerk  
Date: \_\_\_\_\_, 2025

**AMENDMENT AND COMPLETE RESTATEMENT  
of the  
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.  
MEMBERS AGREEMENT**

**BOARD OF COUNTY COMMISSIONERS  
OF SALINE COUNTY, KANSAS**

\_\_\_\_\_  
\_\_\_\_\_, Chair  
Date: \_\_\_\_\_, 2025

Attest:

\_\_\_\_\_  
Jamie R. Doss, CERA, MCC, FIO  
County Clerk  
Date: \_\_\_\_\_, 2025

**AMENDMENT AND COMPLETE RESTATEMENT  
of the  
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.  
MEMBERS AGREEMENT**

**SALINA AIRPORT AUTHORITY**

\_\_\_\_\_  
Stephanie Carlin, Board Chair

Date: \_\_\_\_\_, 2025

Attest:

\_\_\_\_\_  
John O'Brien, Board Secretary

Date: \_\_\_\_\_, 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: \_\_\_\_\_, 2025

Attest:

\_\_\_\_\_  
Renee Duxler, President/CEO

Date: \_\_\_\_\_, 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

3913 01	FILED BY KS SOS
051 002	11-30-2015
\$20.00	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 17<sup>th</sup> day of November, 2015.

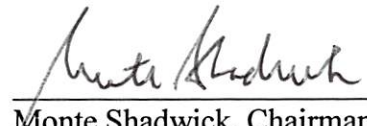
CITY OF SALINA, KANSAS

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*  
Michael L. Hoppock, Chairman

By: *Frank R. Hampton*  
Frank R. Hampton, Chairman

**ACKNOWLEDGEMENTS**

STATE OF KANSAS, COUNTY OF SALINE, ss:

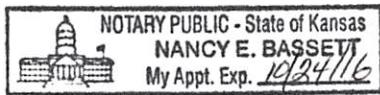
This instrument was acknowledged before me on November 17, 2015, by Jon R. Blanchard as Mayor of the City of Salina, Kansas.



*Shandi L. Wicks*  
Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

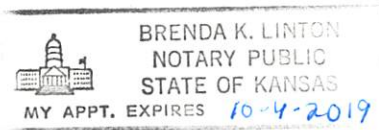
This instrument was acknowledged before me on November 19, 2015, by Monte Shadwick as Chairman of the Board of County Commissioners of Saline County, Kansas.



*Nancy E. Bassett*  
Notary Public

STATE OF KANSAS, COUNTY OF SALINE, ss:

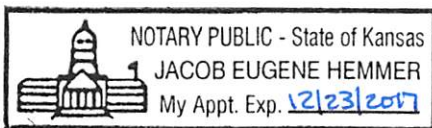
This instrument was acknowledged before me on November 18, 2015, by Michael L. Hoppock as Chairman of the Salina Airport Authority.



*Brenda K. Linton*  
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.



*Jacob Eugene Hemmer*  
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 *Kris W. Kobach*

**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 propoganda 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 17<sup>th</sup> day of November, 2015.

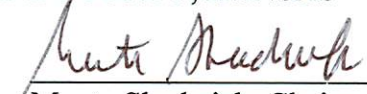
CITY OF SALINA, KANSAS

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>
<b>City:</b>	\$300,000
<b>County:</b>	\$ 35,000
<b>Authority:</b>	\$ 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 AIRPORT AUTHORITY  
RESOLUTION 25-01

**A RESOLUTION EXPRESSING GRATITUDE AND APPRECIATION TO  
STEPHANIE CARLIN, FOR HER SERVICES RENDERED TO THE  
CITY OF SALINA AND ITS CITIZENS**

WHEREAS, Stephanie Carlin, in her capacity as a member of the Board of Directors of the Salina Airport Authority, has unselfishly and with great ability served the City of Salina for a period of three (3) years (March 1, 2022 to February 28, 2025); and,

WHEREAS, as a result of her efforts many lasting improvements have been made to the Salina Regional Airport and the Salina Airport Industrial Center; and,

WHEREAS, the City of Salina has been made a better place to live because of her work and efforts on behalf of his community.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Salina Airport Authority:

Section 1. That the Board of Directors of the Salina Airport Authority, by the adoption of this resolution, expresses its gratitude and appreciation to Stephanie Carlin for her faithful and dedicated service to the citizens of Salina, Kansas, as a member of the Board of Directors to the Salina Airport Authority.

Section 2. That the Secretary of the Board of Directors is hereby instructed to file the contents of this resolution with the official records of the Salina Airport Authority and to forward a copy of the resolution to Stephanie Carlin.

Adopted by the Board of Directors of the Salina Airport Authority on this 19th day of February, 2025.

\_\_\_\_\_  
Donald Boos, Vice Chairman

CERTIFICATION OF SECRETARY

I, John O'Brien, the duly appointed, qualified, Salina Airport Authority Secretary, Salina, Kansas, do hereby certify that the foregoing Resolution was duly adopted 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 19th day of February 2025.

\_\_\_\_\_  
John O'Brien, Secretary

**DATE:** February 14, 2025  
**TO:** Pieter Miller  
**FROM:** Maynard Cunningham  
**SUBJECT:** February 19, 2025, SAA Regular Board Meeting

## Facilities and Construction Notes

### New Projects

- **Building 700 (Avflight)** – Salina Airport Authority maintenance personnel, assisted by Superior Plumbing, are in process of replacing all cast iron ventilation plumbing and installing pvc pipe. Much of the cast iron was corroded and allowing sewer gas smells into the building. The project includes repairing drywall, replacing wall tile, painting, and carpeting.

### Current Projects

- **Hangar 509 (SAA)** – Callabresi was selected as the contractor to install a dual HVAC system for the east second floor Room 202 in Hangar 509. Room 202 is approximately 4,180 square feet. The scope of work includes all necessary gas lines and electrical service to the new HVAC units, and all ductwork to supply the space. Materials are on order for installation upon delivery.
- **PH305 (SLN Fuel Facility Decommissioning and UST Removal)** – The Salina Airport Authority received bids for the decommission and removal of the underground storage tanks at the former Pump House 305 fuel facility. Twelve (12) 25,000 gallon and one (1) 500 gallon tanks remain at the site to be excavated and removed. The bids are available for review with this week's board meeting packet.

- **Airport Industrial Center No. 3 Subdivision (Project 80)** –

Ebert Construction is progressing with grading Scanlan Ave. preparing for base material, installing waterline around Lot 1, and excavating the north detention pond area of Phase I. The project includes constructing concrete roadway pavement, concrete sidewalk, storm sewer system, sewer line, waterline, and drainage detention ponds.



- **Hangar 959 MRO Tail Dock** – Ghafari and consulting engineers were on-site at Hangar 959 January 15-16, 2025 to perform a walk through assessment of the property for improvements to accommodate needs as a MRO and painting facility. A review meeting was held January 31 to discuss the assessment. Design continues on the tail dock which will allow the tail of widebody aircraft to be in an enclosed area for MRO work.
- **M.J. Kennedy Air Terminal Building Renovation & Expansion AIP 55 (Construction)** – A progress meeting was held February 12 to review status of submittals, permitting, and other items. Icon Structures plans to begin mobilizing equipment and materials on site at the terminal building February 17, 2025. The relocation and abandonment of the water main that exists in the building expansion areas is in process.

- **Hangar 606 (1Vision Aviation) Storm Damage** – Resulting from the reported 100 mph wind gusts on May 19, 2024, a bottom chord in one of the arched roof trusses at Hangar 606 and bracing connecting to another chord were damaged. James Coy Construction was selected to provide repairs. 1 Vision will notify of an opening in the schedule when an aircraft will not be in the space so repairs can be completed.
- **M.J. Kennedy Air Terminal Parking Lot Rehabilitation & Expansion AIP 54 (Design)** – Personnel from Lochner, the engineering firm selected for the design of the M.J. Kennedy Air Terminal Parking Lot Rehabilitation & Expansion, were on site January 29 and February 5 to review the schedule and assess additional site conditions in preparation for design of the parking lot rehabilitation and expansion project. Design is scheduled to be complete in March 2025 with the project out for bid in April.
- **Lavatory Cart Station (Avflight & Skywest)** – A preconstruction meeting was held on site October 22. The contractor, Bar-S, has been delayed, most recently due to weather, to start work on this project.
- **Runway 12/30 (AIP 52 & 53)** – Rehabilitation of Runway 12/30 includes asphalt mill and overlay, edge lighting, lighted guidance signs, and removal of portions of excess pavement. The Notice of Award was submitted to APAC November 5, 2024. A pre-construction meeting will be scheduled soon. Project completion is scheduled in the summer of 2025.

### Special Projects

- **Schilling Project Environmental Remediation**
  - **Plume B Excavation** – Excavation of Plume B near Building 614 as part of the Schilling environmental remediation project started August 6. T&R Construction will begin backfilling the excavation site.
  - **Directed Groundwater Recirculation System (DGRS)** – Ollson has submitted 30% plans for the DGRS to KDHE awaiting review and comments. KSU-Salina, City of Salina, SAA, Dragan, and Ollson personnel participated in a site walk through October 2, 2024, to review property development since the project design began and discuss future development that may affect the DGRS design.

### Completed Projects

- **H959 (1 Vision Aviation)** – Air Discharge Analysis – This project will be incorporated into the Hangar 959 MRO improvements.



**BUSINESS AND COMMUNICATIONS MANAGER**

3237 Arnold Ave.

Salina, Kansas 67401

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

---

**DATE:** February 14, 2024  
**TO:** Pieter Miller, Executive Director  
**FROM:** Kasey L. Windhorst  
**SUBJECT:** February Board Meeting Update

### **Work Comp Audit**

During the month of February, SAA staff successfully completed its annual work comp audit. The audit process involved a comprehensive review of the Authority's workers' compensation policies, procedures, and records to ensure compliance with regulatory requirements and internal guidelines.

Throughout the audit, key aspects such as employee classifications, payroll records, insurance coverage, and safety protocols were meticulously examined to verify accuracy and adherence to established standards. Any discrepancies or areas requiring attention were promptly identified and addressed to maintain compliance and mitigate potential risks.

By completing the annual work comp audit, the Salina Airport Authority demonstrates its commitment to upholding workplace safety standards, protecting employees' well-being, and fulfilling its legal obligations. This proactive approach not only safeguards the organization against potential liabilities but also fosters a culture of accountability and responsibility within the workplace.

Overall, the successful completion of the annual work comp audit reaffirms the Salina Airport Authority's dedication to maintaining high standards of operational excellence and ensuring a safe and secure environment for all employees.

### **Airport Certification**

The Airport Certification Manual (ACM) and Airport Emergency Plan (AEP) have been reviewed and revised per Federal Aviation Administration (FAA) guidelines. These documents serve as the foundation for our Part 139 Certificate and are updated to reflect changes in operation, procedures, and FAA standards.

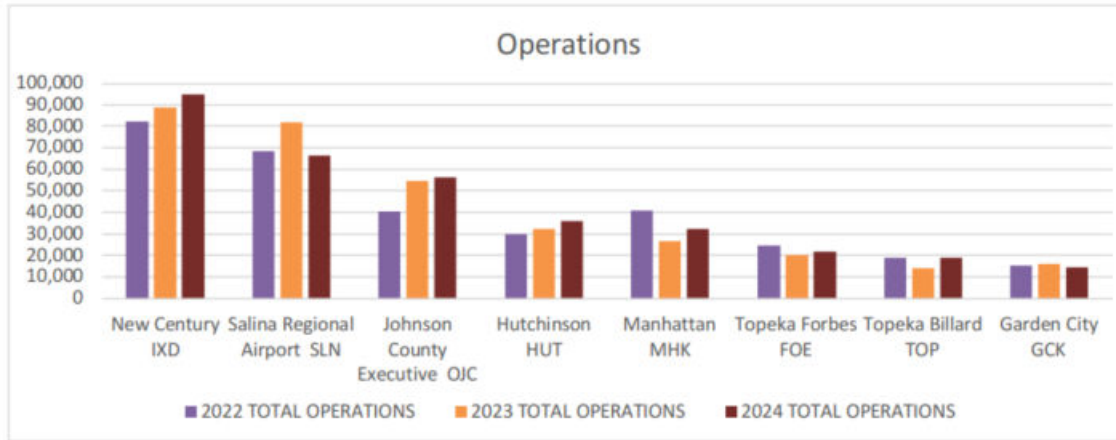
SAA staff is preparing for the upcoming annual Part 139 airport certification and safety inspection by the Federal Aviation Administration (FAA). The inspection is split into two portions. The administration portion includes inspection records, training curriculum, training schedule, and annual personnel training records. The administrative portion of the inspection will be completed prior to the on-site inspection. The on-site inspection is scheduled for February 26-27, 2025, and will include review of the airfield, vehicles, and a simulated alert.



**2024 Year-End Airport Activity Reports**

As part of our annual review of airport activity, SAA staff collects data from surrounding airports to compare prior year-to-date total operations and fuel flowage at selected airports. Below is the comparison report for total operations from 2022 – 2024. SLN recorded a total of 66,189 operations which was a decrease of 19% for calendar year 2024 as compared to 2023.

AIRPORT		2022 TOTAL OPERATIONS	2023 TOTAL OPERATIONS	2024 TOTAL OPERATIONS	2023 ~ 2024 % Change
<b>OPERATIONS</b>	New Century IXD	82,121	88,476	94,867	7%
	Salina Regional Airport SLN	68,262	81,719	66,189	-19%
	Johnson County Executive OJC	40,249	54,619	56,087	3%
	Hutchinson HUT	29,717	32,389	36,108	11%
	Manhattan MHK	40,772	26,787	32,378	21%
	Topeka Forbes FOE	24,561	19,905	21,709	9%
	Topeka Billard TOP	18,787	14,049	18,792	34%
	Garden City GCK	15,237	16,111	14,541	-10%
	<b>TOTALS</b>	<b>319,706</b>	<b>334,055</b>	<b>340,671</b>	<b>2%</b>



The fuel flowage comparison report will be finalized and available for the March board meeting.

**Announcements**

Below are the upcoming regular scheduled and special board meetings for 1<sup>st</sup> quarter 2025. All board meetings will be held at Hangar H600, Room 100.

- Wednesday, February 19, 2025, 8:00 a.m.      **Regular Board Meeting**
- Wednesday, March 5, 2025, 8:00 a.m.      **Special Board Meeting**
- Wednesday, March 19, 2025, 8:00 a.m.      **Annual Board Meeting**