

**DATE:** February 11, 2022  
**TO:** SAA Board of Directors  
**FROM:** Tim Rogers and Shelli Swanson  
**SUBJECT:** **February 16, 2022, 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 GoToMeeting link.

<https://meet.goto.com/357820597>

Wednesday's meeting will feature discussion concerning the following 2022 Airport Authority operating plan priorities.

- Development of a Salina Regional Airport aircraft MRO hub

Please note the following agenda comments.

**Agenda Item #5 – Review of Airport Activity and Financial Reports for the Month Ending January 31, 2022** (Rogers and Swanson)

**Airport Activity – Air Traffic** (Rogers)

The Salina air traffic control tower (ATCT) recorded 4,764 operations during January 2022 which was a 19% increase as compared to the January 2021 total of 3,996.

**Airport Activity – Fuel Flowage** (Rogers)

The January 2022 fuel flowage came in at 151,697 gallons which was 28% more than the January 2021 total of 118,268 gallons.

**Airport Activity – Passenger Enplanements** (Rogers)

During January 2022 SkyWest enplaned 1,233 passengers, which was a 218% increase over the January 2021 total of 388 passengers. The January total passenger count was 2,526 which was a 193% increase over the January 2021 YTD total of 863.

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

As we ended January, total operating revenue came within 5% of budget and is tracking 7.9% ahead of January 2021. Total administrative expenses arrived 19% under budget with total maintenance expenses over budget 11%, bringing total operating expenses under budget by 7% or 16,561. Comparatively, total expenses are over 2021 just .92%. Net income before depreciation was \$17,465 for the first month of the new year.

The \$1,528,202 in contributed capital for the month included \$1,078,987 in ARPA grant funds and \$449,215 in FAA AIP grant funds (Rwy. 17/35 rehabilitation design).

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

The below table represents disbursements from the 2021-1 GO Temporary Note project fund account during January 2022.

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Cash in Bank-Bond Funds</b>							<b>2,651,155.53</b>
<b>BSB 2021-1 GO Temp Note (8146)</b>							<b>2,601,335.01</b>
Bill Pmt -Check	01/12/2022	1007	Hutton Corporation	Concourse Construction Progress Payment	Accounts pa...	-233,999.67	2,367,335.34
Bill Pmt -Check	01/12/2022	1008	Glass Services, Inc.	Concourse - Term. Bldg. Improvements	Accounts pa...	-5,762.14	2,361,573.20
Bill Pmt -Check	01/12/2022	1009	Hutton Corporation	Bldg. 595 Design	Accounts pa...	-38,200.00	2,323,373.20
Bill Pmt -Check	01/26/2022	1010	Design Central LLC	Concourse Furniture	Accounts pa...	-1,520.00	2,321,853.20
Bill Pmt -Check	01/26/2022	1011	Sage Products, Inc.	Concourse soap and sanitizer dispensers	Accounts pa...	-828.00	2,321,025.20
Deposit	01/31/2022			Interest	Interest incom...	427.82	2,321,453.02
Total BSB 2021-1 GO Temp Note (8146)						-279,881.99	2,321,453.02
<b>Cash in Bank-KMIP</b>							<b>49,820.52</b>
<b>GO Temp Notes Series 2019-1</b>							<b>49,820.52</b>
Transfer	01/12/2022			Funds Transfer - Bamford Fire Inv. (H959 sprinkler system)	SFB - Cash m...	-860.00	48,960.52
Transfer	01/31/2022			Funds Transfer - Hangar 959 Door Seal Project (Partial - Reddi Invoice...	SFB - Cash m...	-48,960.52	0.00
Total GO Temp Notes Series 2019-1						-49,820.52	0.00
Total Cash in Bank-KMIP						-49,820.52	0.00
Total Cash in Bank-Bond Funds						-329,702.51	2,321,453.02
<b>TOTAL</b>						<b>-329,702.51</b>	<b>2,321,453.02</b>

## **Financial Reports – Accounts Receivable Past Due 31 days or more as of February 11, 2022 (Swanson)**

Account	Amount	Days	Comments
Aero Airways/Swift Air	\$1,192	31-60	Landing fees & ARFF coverage
AGCO Corporation	\$278	61-90	Finance charges
Brown, Shane	\$510	31-90	Storage rent and late fees
Gebhardt, Max	\$188	31-90	Storage rent and late fees
Sierra Nevada Corp	\$645	>90	Equipment rental

### **Short-term Leasing Activity**

On January 26, 2022, the SAA entered into a six-month lease agreement with the State of Kansas for the leasing of Hangar 509 for the storage of KSARNG helicopters during a hangar door project at the Salina Army Aviation Support Facility No. 2. This agreement will generate \$48,950 in hangar revenue.

On February 2, 2022, the SAA entered into a 23-day agreement with the 34<sup>th</sup> Weapons Squadron at Nellis AFB for the leasing of a portion of Hangar 600. The 34<sup>th</sup> WPS is a regular FOL customer at SLN. This agreement will generate \$28,305 in hangar and equipment rental revenue.

## **Agenda Item #6 – Consideration of SAA Resolution No. 22-02 Approving the Issuance of General Obligation Bonds for the Purpose of Financing MRO Hangar Improvements at the Salina Regional Airport.** (Rogers and Swanson)

The Airport Authority can further develop the Salina Regional Airport as an aircraft MRO hub. The increase of additional aircraft modification maintenance, repair and overhaul jobs is possible by continued partnerships with 1 Vision Aviation and NIAR WERX. Both 1 Vision and NIAR WERX are interested in bringing new MRO work to the Salina Airport.

1 Vision has interest in hangar H606 for expansion of existing MRO services. NIAR WERX has interest in hangar H626 for an aircraft modification and flight test project. Both projects require capital improvements to the respective hangars and surrounding airfield pavement. The enclosed resolution details the construction projects to be financed by SAA general obligation bonds. Total cost for the improvements is an estimated \$9,850,000. Approval of SAA Resolution No. 22-02 does not commit the Airport Authority board to a \$9,850,000 GO bond issue. The resolution is an indication of intent and allows staff, bond counsel and financial advisors to proceed with next steps.

A significant next step will be to complete lease negotiations with both 1 Vision Aviation and NIAR WERX. As lease negotiations progress bond counsel and financial advisors will continue to work on next steps for a bond issue.

At the meeting I'll review the scope of work for hangars H606 and H626. I'll also be able to provide updates on lease negotiations.

**Recommendation:** Approval of SAA Resolution No. 22-02.

**Agenda Item #7 – Presentation of the SAA's Public Entity Liability Insurance Policy for Calendar Year 2022** (Swanson)

Enclosed is a copy of the SAA's 2022 public entity liability insurance policy. The policy covers claims made against the SAA board of directors and employees. Shelli will review the main points of the policy at our meeting.

**Agenda Item #8 – Approval of SAA Resolution No. 22-01 Recognizing Brian Weisel for Six Years of Service as a Member of the Salina Airport Authority Board of Directors.** (Gunn and Rogers)

Brian Weisel provided the SAA board of directors and staff a unique perspective over the past six years. His military and civilian career experiences provided Brian the capability to understand all facets of Salina Regional Airport and Airport Industrial Center operations. As a retired USAF command pilot and later as DoD consultant, he understood the complexity of military exercises such as Jaded Thunder. His aerospace industry work included time working at Raytheon/Beechcraft where he became familiar with the former Beechcraft operations at the Salina Airport Industrial Center. As the current director of Quality Improvement/Lean systems at the Salina Regional Health Center, Brian provided the Airport Authority with guidance on Lean practices and policies. Brain's insights and clear path thinking will be missed.

**Recommendation:** Approval of SAA Resolution No. 22-01.

Please contact us if you have any questions or comments.

**DATE:** February 11, 2022  
**TO:** Tim Rogers, SAA Board of Directors  
**FROM:** Maynard Cunningham  
**SUBJECT:** February 16, 2022, SAA Regular Board Meeting

### **Facilities and Construction Notes**

#### **New Projects**

- **B595 Renovation** - Drawings were sent out for bids January 18, 2022, and a general contractor pre-bid walk thru was held on January 27, 2022, with three general contractors and three sub-contractors attending. The bid opening is scheduled for February 15, 2022.
- **H606 Paint Booth (1 Vision Aviation)** - A meeting was held on February 02, 2022, at Hangar 606 with Hutton to review and discuss SAA's request for a design proposal for a paint booth facility to be built within the hangar. The paint booth facility includes the paint booth enclosure, lighting, air intake, filtration, and exhaust systems to provide the tenant capabilities and capacity to paint multiple narrow body regional and corporate jets.
- **Airport Terminal South Overflow Parking Lot (150 additional spaces)** - Lochner has been hired to provide a site survey, crossing design, finish elevation, and subbase design for the south overflow temporary parking lot at the airport terminal. Exhibits from Lochner are expected by the end of February. SAA will request bids from local contractors for parking lot construction to be completed this spring.

#### **Current Projects**

- **H959 (1 Vision Aviation)** - A project is in process to reduce heating and cooling costs at H959. The project includes installation of 38 destratification fans and new hangar door seals.
- **H409 (Schilling Aviation)** - Parts are due March 21, 2022 to repair one of the south hangar door's track and wheels.
- **H600 (SAA Conference Room)** - Security storefront walls and doors are on order for installation in Hangar 600 conference room.
- **B655 (Stryten)** - The water main for riser six fire suppression system is in process of being replaced with expected completion this week.

### **Special Projects**

- **December 15, 2021, Windstorm** - Multiple properties were damaged in the windstorm. The following is a partial summary of work in process resulting from those damages.
  - **H504 (LifeSave)** - Construction is in process to replace the east and south exterior siding of Hangar 504 living quarters that were damaged in the windstorm.
  - **Perimeter Fence and Gates** - A contractor has repaired approximately 200' of the west perimeter fence, 175' of fence at B620 (Universal Forest Products), and is scheduled to replace two damaged gates that are inoperable. Roofing, siding, and other mitigation repairs have been completed at multiple sites to protect from weather. Bids are still being solicited for repairs from the windstorm.
- **AIT and CTX Devices at SLN** - TSA approval has been received for AIT and CTX devices at the airport terminal building to improve passenger and bag screening. We are coordinating a schedule for contractors to provide electrical power to the necessary locations and move the storefront wall in the TSA screening area.
- **Fire Suppression Systems** - Johnson Controls has been contracted to complete 5-yr inspections and compliance repairs on multiple SAA building fire suppression systems.

### **Completed Projects**

- **Terminal Building** - Concourse renovations and new restrooms have been substantially completed, less a few restroom accessories and the FEMA doors. A punch list walk through will be completed soon to finalize this project.
- **B1021 (Kansas Erosion Products)** - Office remodel has been completed except for two replacement office windows. This remodel will increase the available office space for use by Kansas Erosion Products at B1021.
- **H959 (1 Vision Aviation)** - Demolition and removal of the abandoned boiler room equipment at Hangar H959 was completed to allow 1Vision Aviation employees space for storage toolboxes and equipment that were previously being stored on the hangar floor where space is needed for aircraft.

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

**February 16, 2022 – 8:00 AM**

**AGENDA**

**Action Items (Gunn)**

1. Call to order and determine that a quorum is present and confirm that the meeting notice has been published. (Gunn)
2. Recognition of guests. (Gunn)
3. Additions to the agenda and agenda overview. (Rogers)
4. Approval of the minutes of the January 19, 2022, regular board meeting. (Gunn)
5. Review of airport activity and financial reports for the month ending January 31, 2022. (Rogers and Swanson)
6. Consideration of SAA Resolution No. 22-02 Approving the issuance of general obligation bonds for the purpose of financing MRO hangar improvements at the Salina Regional Airport. (Rogers and Swanson)
7. Presentation of the SAA's Public Entity Liability Insurance Policy for calendar year 2022. (Swanson)
8. Consideration of SAA Resolution No. 22-01 recognizing Brian Weisel for six years of service as a member of the Salina Airport Authority board of directors. (Gunn)

**Directors' Forum** (Gunn)

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

**Staff Reports** (Rogers)

**Announcements** (Windhorst)

9. A group photo of the 2021 – 2022 SAA board of directors will be taken following the board meeting.

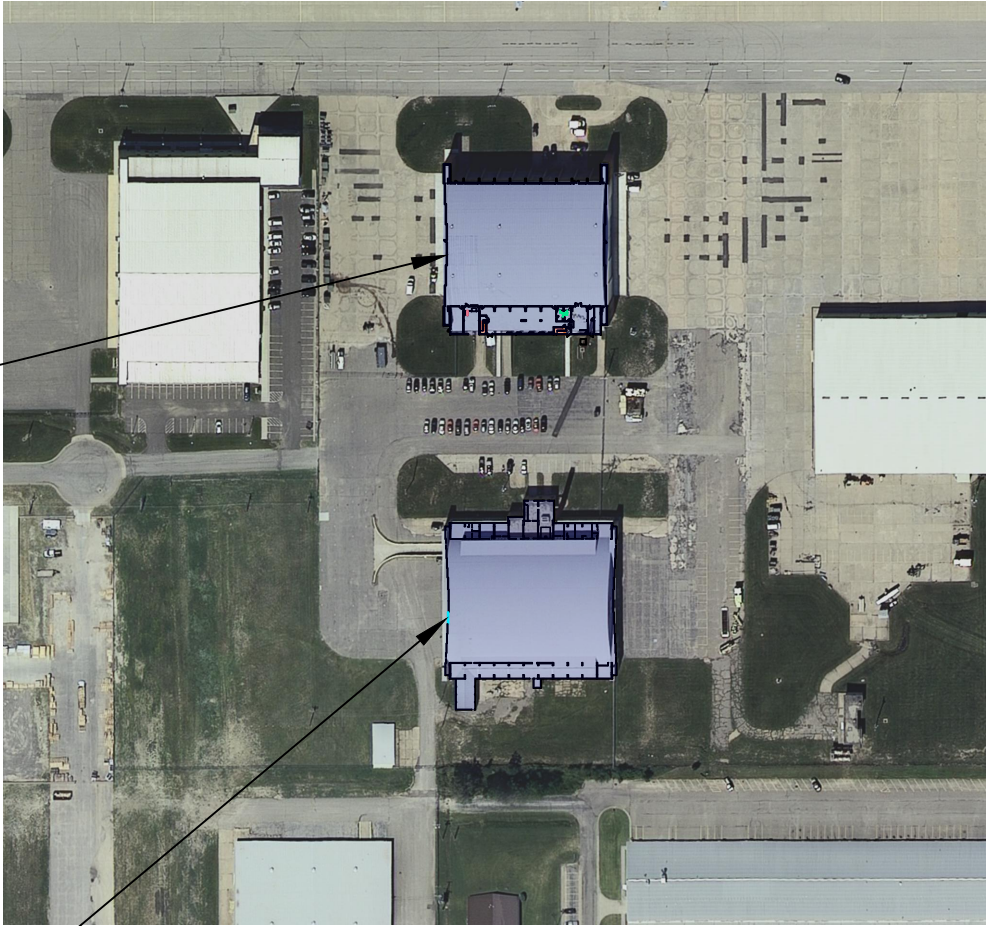
**Adjournment** (Gunn)





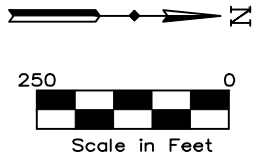


Scale: 1"=2500'



Hangar 606

Hangar 626



Drawing Number 3036-02-22



3237 ARNOLD, SALINA, KS 67401  
(785-827-3914 FAX: 785-827-2221)

**None** : REVISIONS  
**MWC** : DESIGNED BY  
**MWC** : DRAWN BY  
**1"=250'** : SCALE  
**02-11-22: 15:45** : DATE



**MINUTES OF THE REGULAR MEETING OF THE BOARD  
OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY  
JANUARY 19, 2022  
HANGAR 600, ROOM 100**

**Call to Order**

The meeting was called to order at 8:00 A.M. by Chair Kristin Gunn. Chair Gunn confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst stated that the board meeting notice was published and distributed on January 14, 2022.

**Attendance**

Attendance was taken. Chair Gunn, Directors Eichelberger, Buer and Weisel were present. Executive Director Tim Rogers; 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 were present. Julie Yager-Zucker, Avflight Salina, attended as guest. Gary Foss, ArkStar and Bob Viderickson, Saline County Commissioner attended the meeting via video conference.

**Additions to the Agenda**

Chair Gunn asked if there were any additions to the agenda. Executive Director Rogers stated there were no additions to the agenda.

**Minutes**

Chair Gunn asked if the board members had additions or corrections to the minutes. Director Weisel moved, seconded by Director Eichelberger, to approve the minutes of the December 15, 2021 regular board meeting and the January 12, 2022 special board meeting. Motion carried 4-0.

**Financial Reports**

Director of Administration and Finance Swanson distributed and discussed the preliminary financial statements for CY 2021. Swanson noted \$5.3M cash in bank and \$2.6M in bond fund proceeds. Total assets are up 5% year over year. Total liabilities are up 10% and total equity is up 2% compared to 2020. Swanson reviewed the profit and loss report, listing the total operating income at 16% over budget and total expenses 15% over budget. Net operating income before depreciation equaled \$81,412 or \$35,284 over budget. Swanson reviewed significant capital expenses for the month of December 2021.

**2021 Air Service Review**

Executive Director Rogers introduced Salina Airport Authority's air service consultant Gary Foss, ArkStar Group. Foss presented the demand and capture study for calendar year 2021, which included Saline County data and stats, air service history and current performance, economic profile, catchment area demographics and retention for 2021, as well as 2022 projections related to SkyWest.

**GSA/TSA Lease**

Executive Director Rogers gave an overview of the existing lease with General Service



Administration for the Transportation Security Administration office space located at the M.J. Kennedy Air Terminal Bldg. Director of Administration and Finance Swanson presented the following proposed lease terms:

<b>Lease Term:</b>	Seven years (April 2022-March 2029)
<b>Rental Rate:</b>	\$1,233.14 per month or \$14,797.74 per year
<b>Rate per/sq. ft./year:</b>	\$21.96/SF/Year (Base Rent \$14.04 – Operating Costs \$7.92)
<b>Operating Cost Adjustment:</b>	CPI Adjustment annually, beginning with the 2nd year of the Lease.
<b>Early Termination:</b>	The GSA may terminate this Lease with 60 days' prior written notice under certain circumstances as defined under Section 1.04 of the Lease.

A motion was made by Director Weisel and seconded by Director Buer to approve the proposed lease terms and authorization for Salina Airport Authority Board Chair Gunn and Director Weisel to sign GSA Lease Agreement No. GS-06P-LKS00464. The motion passed 4-0.

#### **HW Lochner Engineering Contract**

Executive Director Rogers discussed the project plan and documents for the design of the M.J. Kennedy Air Terminal overflow parking. The best option for immediate relief is to build a second overflow parking area south of the terminal building. A south overflow parking lot will require two (2) crossings over the existing stormwater drainage ditch and will be sized to accommodate another 150 vehicles that will provide a total of 350 parking spaces. The location of the south overflow parking lot is in the location of the planned expansion of paved terminal building parking to be constructed with FAA AIP grant funds.

Director Buer moved, and Director Weisel seconded, to approve the proposed agreement with H.W. Lochner for the design of the south terminal building overflow parking lot crossings and associated survey work in the amount of \$18,500. Motion passed unanimously.

#### **Staff Reports**

Executive Director Rogers and Director of Administration and Finance Swanson gave updates of the December 15, 2021, windstorm damage repairs and estimated costs.

Executive Director Rogers reviewed the Aero Plains development project and location. The developer's target is affordable housing for the workforce market demographic.

Upon a motion duly made, the meeting adjourned at 9:20 A.M.

Minutes approved at the February 16, 2022 meeting.

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Secretary

(SEAL)

**SALINA AIRPORT AUTHORITY**  
**AIRPORT ACTIVITY REPORT**  
**2022**

**AIR TRAFFIC/ATCT**

January, 2022	4,764 Operations 631 Instrument Operations 369 Peak Day
January, 2021	3,996 Operations 535 Instrument Operations 438 Peak Day
January 2022 - January 2022	4,764 Operations
January 2021 - January 2021	3,996 Operations
January 2020 - January 2020	3,109 Operations

**FUEL FLOWAGE**

January, 2022	151,697 Gallons
January, 2021	118,268 Gallons
January 2022 - January 2022	151,697 Gallons
January 2021 - January 2021	118,268 Gallons
January 2020 - January 2020	118,337 Gallons

		Avflight	
KSU-S	Avflight Salina	Military/Gov't Portion	Self-fuel Station Portion
8,792	142,905	12,511	318
5,403	112,865	12,171	207
8,792	142,905	12,511	318
5,403	112,865	12,171	207
2,979	115,358	39,667	0

**SkyWest Airlines**

**ENPLANEMENTS**

**DEPLANEMENTS**

**TOTAL**

January, 2022	1,233 Passengers	1,293 Passengers	2,526
January, 2021	388 Passengers	475 Passengers	863
January 2022 - January 2022	1,233 Passengers		
January 2021 - January 2021	388 Passengers		
January 2020 - January 2020	1,232 Passengers		

**ENPLANEMENTS - Charter Flights**

January, 2022	600 Passengers
January, 2021	250 Passengers
January 2022 - January 2022	600 Passengers
January 2021 - January 2021	250 Passengers
January 2020 - January 2020	0 Passengers

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

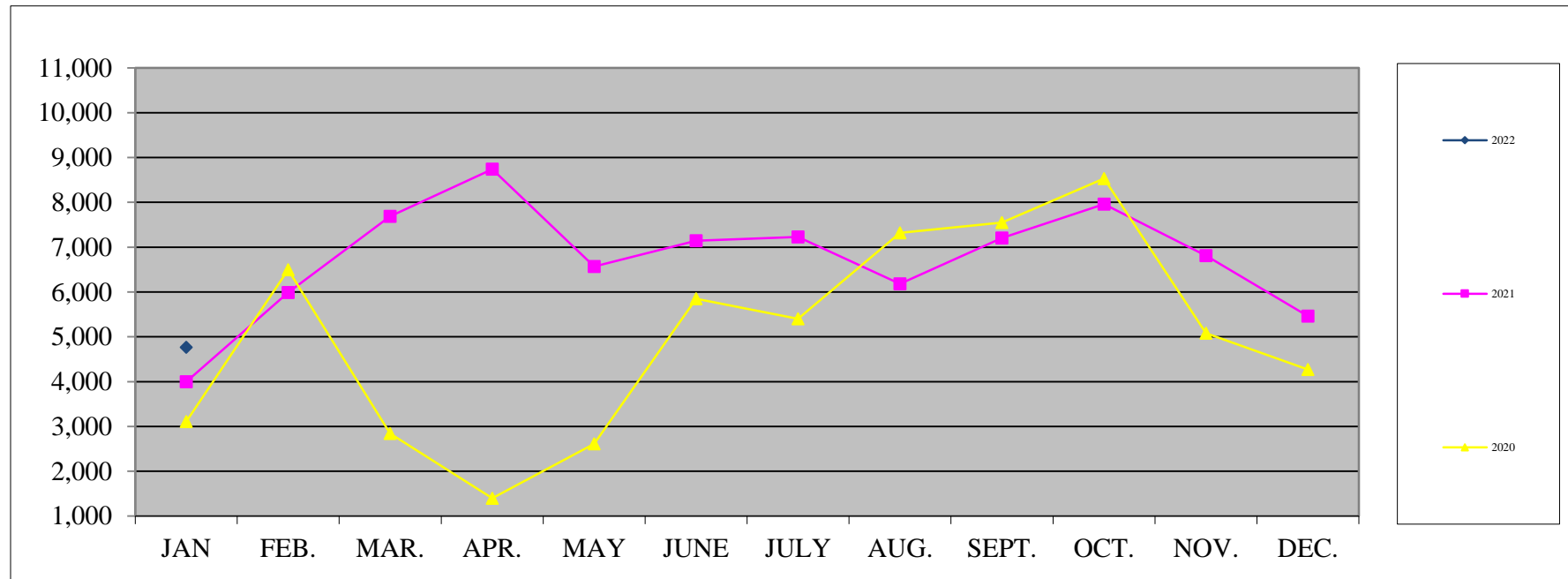
January, 2022	1,833 Passengers
January, 2021	638 Passengers
January 2022 - January 2022	1,833 Passengers
January 2021 - January 2021	638 Passengers
January 2020 - January 2020	1,232 Passengers

**AIRPORT TRAFFIC RECORD**  
**2021 - 2022**

	ITINERANT					LOCAL			
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	Total Operations
<b>2022</b>									
January, 22	124	1,618	610	156	2,508	2,062	194	2,256	4,764
February, 22									
March, 22									
April, 22									
May, 22									
June, 22									
July, 22									
August, 22									
September, 22									
October, 22									
November, 22									
December, 22									
<b>Totals January - January</b>	<b>124</b>	<b>1,618</b>	<b>610</b>	<b>156</b>	<b>2,508</b>	<b>2,062</b>	<b>194</b>	<b>2,256</b>	<b>4,764</b>
<b>2021</b>									
January, 21	131	1,074	540	161	1,906	1,968	122	2,090	3,996
February, 21									
March, 21									
April, 21									
May, 21									
June, 21									
July, 21									
August, 21									
September, 21									
October, 21									
November, 21									
December, 21									
<b>Totals January - January</b>	<b>131</b>	<b>1,074</b>	<b>540</b>	<b>161</b>	<b>1,906</b>	<b>1,968</b>	<b>122</b>	<b>2,090</b>	<b>3,996</b>
<b>Difference</b>	<b>-7</b>	<b>544</b>	<b>70</b>	<b>-5</b>	<b>602</b>	<b>94</b>	<b>72</b>	<b>166</b>	<b>768</b>
<b>YTD % Change</b>	<b>-5%</b>	<b>51%</b>	<b>13%</b>	<b>-3%</b>	<b>32%</b>	<b>5%</b>	<b>59%</b>	<b>8%</b>	<b>19%</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>2022</b>	<b><u>4,764</u></b>												<b><u>4,764</u></b>
<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
<b>2014</b>	6,511	6,887	7,143	8,426	8,365	7,234	7,423	5,756	9,035	10,496	8,316	5,509	91,101
<b>2013</b>	5,341	7,146	7,440	7,349	7,336	8,291	6,696	6,694	8,755	10,136	7,946	7,001	90,131
<b>2012</b>	4,642	6,700	8,189	8,002	11,819	7,532	7,635	7,802	10,478	10,292	8,838	5,409	97,338

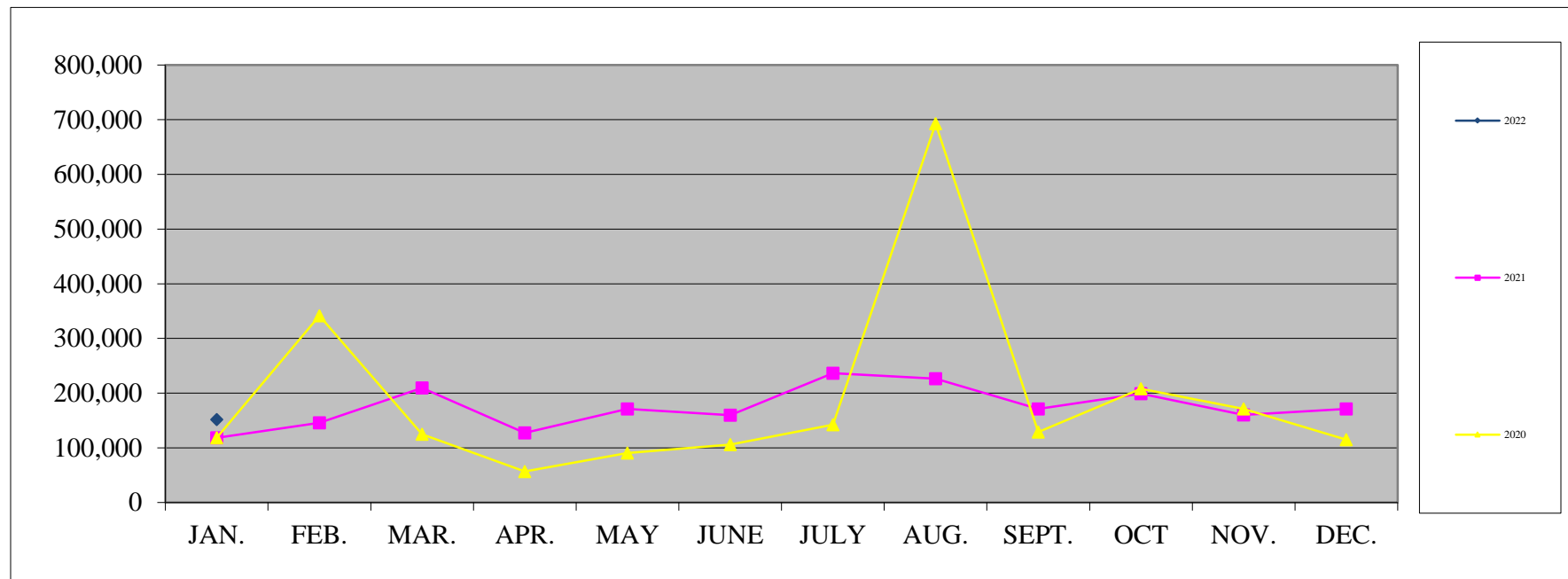




# FUEL FLOWAGE

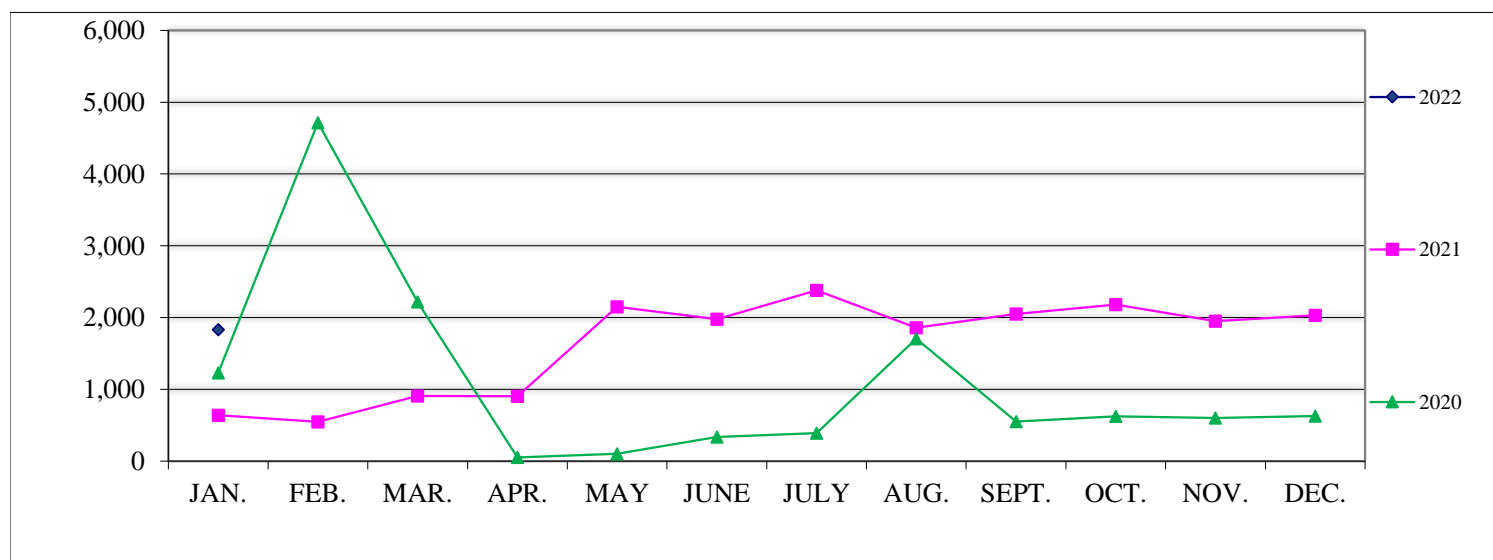
Gallons of Fuel Sold at SLN

	<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>2022</b>	<b><u>151,697</u></b>												<b><u>151,697</u></b>
<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
<b>2014</b>	115,573	135,651	112,694	95,549	110,387	282,468	103,108	83,757	91,423	652,207	90,948	97,295	1,971,061
<b>2013</b>	139,227	165,167	138,056	121,295	120,083	282,743	134,677	137,840	126,523	134,024	151,427	106,917	1,757,981
<b>2012</b>	136,995	163,253	303,472	142,770	307,541	365,938	162,584	169,534	163,515	149,404	287,619	241,424	2,594,049



## 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>2022</b>	<b><u>1,833</u></b>												<b><u>1,833</u></b>
<b>2021</b>	638	548	909	904	2,151	1,979	2,379	1,859	2,050	2,182	1,949	2,032	19,580
<b>2020</b>	1,232	4,716	2,219	52	105	338	392	1,705	552	624	602	628	13,165
<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
<b>2014</b>	145	109	140	135	175	403	282	223	178	431	157	178	2,556
<b>2013</b>	166	191	205	214	243	218	202	205	161	178	212	243	2,438
<b>2012</b>	237	249	247	216	287	213	174	198	151	187	229	335	2,723



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

**Salina Airport Authority**  
**Statement of Net Assets Prev Year Comparison**  
As of January 31, 2022

02/11/2022

	Jan 31, 22	Dec 31, 21	\$ Change	Jan 31, 21	\$ Change	% Change
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
Cash in Bank-Bond Funds	2,321,453	2,651,156	-329,703	149,385	2,172,068	1,454%
Cash in bank-Operating Funds	2,345,838	1,833,363	512,475	1,280,097	1,065,741	83%
Cash in Bank - Mill Levy	2,447,505	818,646	1,628,859	1,783,424	664,081	37%
LPA - B824 Project Fund	0	0	0	31,799	-31,799	-100%
<b>Total Checking/Savings</b>	<b>1 7,114,796</b>	<b>5,303,165</b>	<b>1,811,631</b>	<b>3,244,705</b>	<b>3,870,091</b>	<b>119%</b>
<b>Accounts Receivable</b>						
Accounts Receivable	88,496	92,624	-4,128	71,097	17,399	24%
<b>Total Accounts Receivable</b>	<b>88,496</b>	<b>92,624</b>	<b>-4,128</b>	<b>71,097</b>	<b>17,399</b>	<b>24%</b>
<b>Other Current Assets</b>						
Agri Land Receivable	66,760	0	66,760	66,760	0	0%
Mill Levy receivable	1,184,701	0	1,184,701	1,269,043	-84,342	-7%
Other current assets	223,753	16,206	207,547	408,060	-184,307	-45%
Undeposited Funds	26,764	602	26,162	13,875	12,889	93%
<b>Total Other Current Assets</b>	<b>1,501,978</b>	<b>16,808</b>	<b>1,485,170</b>	<b>1,757,738</b>	<b>-255,760</b>	<b>-15%</b>
<b>Total Current Assets</b>	<b>8,705,270</b>	<b>5,412,597</b>	<b>3,292,673</b>	<b>5,073,540</b>	<b>3,631,730</b>	<b>72%</b>
<b>Fixed Assets</b>						
Fixed assets at cost	96,402,840	96,079,241	323,599	92,797,333	3,605,507	4%
Less accumulated depreciation	-53,534,471	-53,292,384	-242,087	-50,681,642	-2,852,829	-6%
<b>Total Fixed Assets</b>	<b>42,868,369</b>	<b>42,786,857</b>	<b>81,512</b>	<b>42,115,691</b>	<b>752,678</b>	<b>2%</b>
<b>Other Assets</b>						
Deferred Outflow of Resources	1,106,168	1,106,168	0	1,232,712	-126,544	-10%
<b>Total Other Assets</b>	<b>1,106,168</b>	<b>1,106,168</b>	<b>0</b>	<b>1,232,712</b>	<b>-126,544</b>	<b>-10%</b>
<b>TOTAL ASSETS</b>	<b>2 52,679,807</b>	<b>49,305,622</b>	<b>3,374,185</b>	<b>48,421,943</b>	<b>4,257,864</b>	<b>9%</b>
<b>LIABILITIES &amp; EQUITY</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
<b>Accounts Payable</b>						
Accounts payable	319,200	759,262	-440,062	108,069	211,131	195%
<b>Total Accounts Payable</b>	<b>319,200</b>	<b>759,262</b>	<b>-440,062</b>	<b>108,069</b>	<b>211,131</b>	<b>195%</b>
<b>Total Credit Cards</b>	<b>0</b>	<b>-515</b>	<b>515</b>	<b>-566</b>	<b>566</b>	<b>100%</b>
<b>Other Current Liabilities</b>						
Accrued debt interest payable	233,284	193,171	40,113	257,723	-24,439	-9%
Debt, current portion	1,710,800	1,710,800	0	3,772,397	-2,061,597	-55%
Deferred Agri Land Revenue	61,197	0	61,197	61,197	0	0%
Deferred Mill Levy revenue	2,251,384	0	2,251,384	2,323,447	-72,063	-3%
Other current liabilities	226,618	209,962	16,656	148,174	78,444	53%
<b>Total Other Current Liabilities</b>	<b>4,483,283</b>	<b>2,113,933</b>	<b>2,369,350</b>	<b>6,562,938</b>	<b>-2,079,655</b>	<b>-32%</b>
<b>Total Current Liabilities</b>	<b>4,802,483</b>	<b>2,872,680</b>	<b>1,929,803</b>	<b>6,670,441</b>	<b>-1,867,958</b>	<b>-28%</b>
<b>Long Term Liabilities</b>						
Debt - Long Term	25,617,773	25,638,006	-20,233	23,523,853	2,093,920	9%
Deferred Inflows of Resources	66,426	66,426	0	66,426	0	0%
Less current portion	-1,710,800	-1,710,800	0	-3,772,397	2,061,597	55%
Net OPEB Liability (KPERs)	13,924	13,924	0	13,924	0	0%
Net Pension Liability	715,670	715,670	0	715,670	0	0%
Security Deposits Returnable	94,726	91,771	2,955	83,989	10,737	13%
<b>Total Long Term Liabilities</b>	<b>24,797,719</b>	<b>24,814,997</b>	<b>-17,278</b>	<b>20,631,465</b>	<b>4,166,254</b>	<b>20%</b>
<b>Total Liabilities</b>	<b>29,600,202</b>	<b>27,687,677</b>	<b>1,912,525</b>	<b>27,301,906</b>	<b>2,298,296</b>	<b>8%</b>
<b>Equity</b>						
Invested in Capital Assets net	17,250,596	16,844,171	406,425	18,804,926	-1,554,330	-8%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	4,277,348	4,263,012	14,336	2,302,257	1,975,091	86%
Net Income	1,461,660	420,761	1,040,899	-77,146	1,538,806	1,995%
<b>Total Equity</b>	<b>23,079,604</b>	<b>21,617,944</b>	<b>1,461,660</b>	<b>21,120,037</b>	<b>1,959,567</b>	<b>9%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3 52,679,806</b>	<b>49,305,621</b>	<b>3,374,185</b>	<b>48,421,943</b>	<b>4,257,863</b>	<b>9%</b>

**Salina Airport Authority**  
**Profit & Loss Budget Performance**  
January 2022

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02/11/2022  
Accrual Basis

	Jan 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget	
Ordinary Income/Expense						
Income						
Airfield revenue						
Fuel Flowage Fees	13,137	15,000	-1,863	88%	180,000	
Hangar rent	59,924	67,917	-7,993	88%	815,000	
Landing fees	3,649	2,538	1,111	144%	30,450	
Ramp rent	5,435	5,417	18	100%	65,000	
Total Airfield revenue	82,145	90,872	-8,727	90%	1,090,450	
Building and land rent						
Agri land rent	5,563	5,583	-20	100%	67,000	
Building rents - Long Term						
Short-term leasing	37,769	44,371	-6,602	85%	532,450	
Building rents - Long Term - Other	77,762	68,129	9,633	114%	817,550	
Total Building rents - Long Term	115,531	112,500	3,031	103%	1,350,000	
Land rent						
Basic Land Rent	12,241	13,548	-1,307	90%	162,573	
Property tax - tenant share	8,952	8,952	0	100%	107,427	
Total Land rent	21,193	22,500	-1,307	94%	270,000	
Tank rent	1,220	1,170	50	104%	14,040	
Total Building and land rent	143,507	141,753	1,754	101%	1,701,040	
Other revenue						
Airport Marketing	0	2,083	-2,083	0%	25,000	
ARFF Training	0	0	0	0%	0	
Commissions	868	1,583	-715	55%	19,000	
Other income	4,408	6,167	-1,759	71%	74,000	
Total Other revenue	5,276	9,833	-4,557	54%	118,000	
Total Income	230,928	242,458	-11,530	95%	2,909,490	
Gross Income	4	230,928	242,458	-11,530	95%	2,909,490
Expense						
Administrative expenses						
A/E, consultants, brokers	0	2,833	-2,833	0%	34,000	
Airport promotion	3,420	10,417	-6,997	33%	125,000	
Bad Debt Expense	0	417	-417	0%	5,000	
Computer/Network Admin.	2,665	2,375	290	112%	28,500	
Dues and subscriptions	1,124	2,292	-1,168	49%	27,500	
Employee retirement	6,289	6,674	-385	94%	80,088	
FICA and medicare tax expense	5,270	5,596	-326	94%	67,157	
Industrial development	4,792	5,000	-208	96%	60,000	
Insurance , property	19,486	19,167	319	102%	230,000	
Insurance, medical	16,233	18,333	-2,100	89%	220,000	
Kansas unemployment tax	0	83	-83	0%	1,000	
Legal and accounting	0	3,825	-3,825	0%	45,900	
Office salaries	39,962	45,833	-5,871	87%	550,000	
Office Supplies	581	680	-99	85%	8,155	
Other administrative expense	897	1,500	-603	60%	18,000	
Postage	0	170	-170	0%	2,040	
Property tax expense	12,047	12,047	0	100%	144,565	
Special Events	0	125	-125	0%	1,500	
Telephone	1,856	2,083	-227	89%	25,000	
Training	0	833	-833	0%	10,000	
Travel and meetings	245	833	-588	29%	10,000	
Total Administrative expenses	5	114,867	141,116	-26,249	81%	1,693,400



	Jan 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
<b>Maintenance expenses</b>					
Airfield maintenance	4,183	4,167	16	100%	50,000
Airport Security	0	667	-667	0%	8,000
Building maintenance	30,542	12,500	18,042	244%	150,000
Equipment fuel and repairs	10,909	7,500	3,409	145%	90,000
Fire Services	175	2,646	-2,471	7%	31,750
Grounds maintenance	0	1,250	-1,250	0%	15,000
Maintenance salaries	29,734	31,844	-2,110	93%	382,124
Other maintenance expenses	1,640	1,667	-27	98%	20,000
Snow removal expense	2,613	1,667	946	157%	20,000
Utilities	18,800	25,000	-6,200	75%	300,000
<b>Total Maintenance expenses</b>	<b>98,596</b>	<b>88,908</b>	<b>9,688</b>	<b>111%</b>	<b>1,066,874</b>
<b>Total Expense</b>	<b>6 213,463</b>	<b>230,024</b>	<b>-16,561</b>	<b>93%</b>	<b>2,760,279</b>
<b>Net Ordinary Income</b>	<b>7 17,465</b>	<b>12,434</b>	<b>5,031</b>	<b>140%</b>	<b>149,211</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
Capital contributed	1,528,202	515,303	1,012,899	297%	6,183,632
Gain on sale of assets	0	0	0	0%	20,000
<b>Interest income</b>					
Interest income on deposits	451	125	326	361%	1,500
<b>Total Interest income</b>	<b>451</b>	<b>125</b>	<b>326</b>	<b>361%</b>	<b>1,500</b>
<b>Mill levy income</b>	<b>204,671</b>	<b>204,671</b>	<b>0</b>	<b>100%</b>	<b>2,456,055</b>
<b>Total Other Income</b>	<b>1,733,324</b>	<b>720,099</b>	<b>1,013,225</b>	<b>241%</b>	<b>8,661,187</b>
<b>Other Expense</b>					
<b>Debt interest expense net</b>					
Bond issue cost	0	0	0	0%	45,000
Interest Expense on Debt	47,044	47,044	0	100%	564,530
<b>Total Debt interest expense net</b>	<b>47,044</b>	<b>47,044</b>	<b>0</b>	<b>100%</b>	<b>609,530</b>
<b>Depreciation expense</b>	<b>242,087</b>	<b>242,087</b>	<b>0</b>	<b>100%</b>	<b>2,905,044</b>
<b>Total Other Expense</b>	<b>289,131</b>	<b>289,131</b>	<b>0</b>	<b>100%</b>	<b>3,514,574</b>
<b>Net Other Income</b>	<b>1,444,193</b>	<b>430,968</b>	<b>1,013,225</b>	<b>335%</b>	<b>5,146,613</b>
<b>Net Income</b>	<b>1,461,658</b>	<b>443,402</b>	<b>1,018,256</b>	<b>330%</b>	<b>5,295,824</b>

**Salina Airport Authority**  
**Profit & Loss Prev Year Comparison**  
January 2022

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02/11/2022  
Accrual Basis

	Jan 22	Jan 21	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Airfield revenue</b>				
Fuel Flowage Fees	13,136.96	9,638.87	3,498.09	36.29%
Hangar rent	59,923.93	50,815.43	9,108.50	17.93%
Landing fees	3,648.87	2,808.75	840.12	29.91%
Ramp rent	5,435.00	5,293.00	142.00	2.68%
<b>Total Airfield revenue</b>	<b>82,144.76</b>	<b>68,556.05</b>	<b>13,588.71</b>	<b>19.82%</b>
<b>Building and land rent</b>				
Agri land rent	5,563.33	5,563.33	0.00	0.0%
<b>Building rents - Long Term</b>				
Short-term leasing	37,769.00	37,032.01	736.99	1.99%
Building rents - Long Term - Other	77,761.84	75,498.52	2,263.32	3.0%
<b>Total Building rents - Long Term</b>	<b>115,530.84</b>	<b>112,530.53</b>	<b>3,000.31</b>	<b>2.67%</b>
<b>Land rent</b>				
Basic Land Rent	12,241.23	13,490.32	-1,249.09	-9.26%
Property tax - tenant share	8,952.21	9,452.00	-499.79	-5.29%
<b>Total Land rent</b>	<b>21,193.44</b>	<b>22,942.32</b>	<b>-1,748.88</b>	<b>-7.62%</b>
Tank rent	1,220.00	1,167.00	53.00	4.54%
<b>Total Building and land rent</b>	<b>143,507.61</b>	<b>142,203.18</b>	<b>1,304.43</b>	<b>0.92%</b>
<b>Other revenue</b>				
Commissions	867.95	654.32	213.63	32.65%
Other income	4,407.85	2,610.00	1,797.85	68.88%
<b>Total Other revenue</b>	<b>5,275.80</b>	<b>3,264.32</b>	<b>2,011.48</b>	<b>61.62%</b>
<b>Total Income</b>	<b>230,928.17</b>	<b>214,023.55</b>	<b>16,904.62</b>	<b>7.9%</b>
<b>Gross Income</b>	<b>230,928.17</b>	<b>214,023.55</b>	<b>16,904.62</b>	<b>7.9%</b>
<b>Expense</b>				
<b>Administrative expenses</b>				
A/E, consultants, brokers	0.00	10,460.00	-10,460.00	-100.0%
<b>Airport promotion</b>				
Air Serv. Mktg - SAA	2,750.00	11,158.00	-8,408.00	-75.35%
Airport promotion - Other	669.88	0.00	669.88	100.0%
<b>Total Airport promotion</b>	<b>3,419.88</b>	<b>11,158.00</b>	<b>-7,738.12</b>	<b>-69.35%</b>
Computer/Network Admin.	2,664.74	2,109.22	555.52	26.34%
Dues and subscriptions	1,123.57	2,151.68	-1,028.11	-47.78%
Employee retirement	6,289.22	6,038.10	251.12	4.16%
FICA and medicare tax expense	5,269.77	4,706.26	563.51	11.97%
Industrial development	4,791.67	2,375.00	2,416.67	101.76%
Insurance , property	19,485.67	17,083.33	2,402.34	14.06%
Insurance, medical	16,233.36	16,441.68	-208.32	-1.27%
Legal and accounting	0.00	2,923.60	-2,923.60	-100.0%
Office salaries	39,961.62	37,270.86	2,690.76	7.22%
Office Supplies	581.36	1,054.40	-473.04	-44.86%
<b>Other administrative expense</b>				
Merchant Processing Fees	867.12	978.71	-111.59	-11.4%
Other administrative expense - Other	29.85	303.27	-273.42	-90.16%
<b>Total Other administrative expense</b>	<b>896.97</b>	<b>1,281.98</b>	<b>-385.01</b>	<b>-30.03%</b>
Postage	0.00	58.22	-58.22	-100.0%
Property tax expense	12,047.08	14,237.83	-2,190.75	-15.39%
Telephone	1,855.54	2,053.96	-198.42	-9.66%
Travel and meetings	245.12	0.00	245.12	100.0%
<b>Total Administrative expenses</b>	<b>114,865.57</b>	<b>131,404.12</b>	<b>-16,538.55</b>	<b>-12.59%</b>

	Jan 22	Jan 21	\$ Change	% Change
<b>Maintenance expenses</b>				
<b>Airfield maintenance</b>	4,183.48	5,809.57	-1,626.09	-27.99%
<b>Airport Security</b>	0.00	122.55	-122.55	-100.0%
<b>Building maintenance</b>	30,542.42	17,136.70	13,405.72	78.23%
<b>Equipment fuel and repairs</b>	10,909.18	4,395.34	6,513.84	148.2%
<b>Fire Services</b>	175.00	0.00	175.00	100.0%
<b>Grounds maintenance</b>	0.00	385.72	-385.72	-100.0%
<b>Maintenance salaries</b>				
<b>COVID-19 Compensation</b>	0.00	343.00	-343.00	-100.0%
<b>Maintenance salaries - Other</b>	29,733.89	25,342.91	4,390.98	17.33%
<b>Total Maintenance salaries</b>	29,733.89	25,685.91	4,047.98	15.76%
<b>Other maintenance expenses</b>	1,639.77	1,448.76	191.01	13.18%
<b>Snow removal expense</b>	2,612.50	0.00	2,612.50	100.0%
<b>Utilities</b>	18,799.70	25,129.32	-6,329.62	-25.19%
<b>Total Maintenance expenses</b>	98,595.94	80,113.87	18,482.07	23.07%
<b>Uncategorized Expenses</b>	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	213,461.51	211,517.99	1,943.52	0.92%
<b>Net Ordinary Income</b>	17,466.66	2,505.56	14,961.10	597.12%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Capital contributed</b>				
<b>ARPA Grant No. 45 - Equipment</b>	20,367.73	0.00	20,367.73	100.0%
<b>ARPA Grant No. 45 - Operating</b>	1,058,619.27	0.00	1,058,619.27	100.0%
<b>Capital contributed - Other</b>	449,215.00	0.00	449,215.00	100.0%
<b>Total Capital contributed</b>	1,528,202.00	0.00	1,528,202.00	100.0%
<b>Interest income</b>				
<b>Interest income on deposits</b>	451.23	71.69	379.54	529.42%
<b>Total Interest income</b>	451.23	71.69	379.54	529.42%
<b>Mill levy income</b>	204,671.25	211,222.42	-6,551.17	-3.1%
<b>Total Other Income</b>	1,733,324.48	211,294.11	1,522,030.37	720.34%
<b>Other Expense</b>				
<b>Debt interest expense net</b>				
<b>Interest Expense on Debt</b>	47,044.20	53,605.00	-6,560.80	-12.24%
<b>Total Debt interest expense net</b>	47,044.20	53,605.00	-6,560.80	-12.24%
<b>Depreciation expense</b>	242,086.96	237,340.17	4,746.79	2.0%
<b>Total Other Expense</b>	289,131.16	290,945.17	-1,814.01	-0.62%
<b>Net Other Income</b>	1,444,193.32	-79,651.06	1,523,844.38	1,913.15%
<b>Net Income</b>	<b>1,461,659.98</b>	<b>-77,145.50</b>	<b>1,538,805.48</b>	<b>1,994.68%</b>

# Salina Airport Authority

## Significant Capital Expenditures Detail

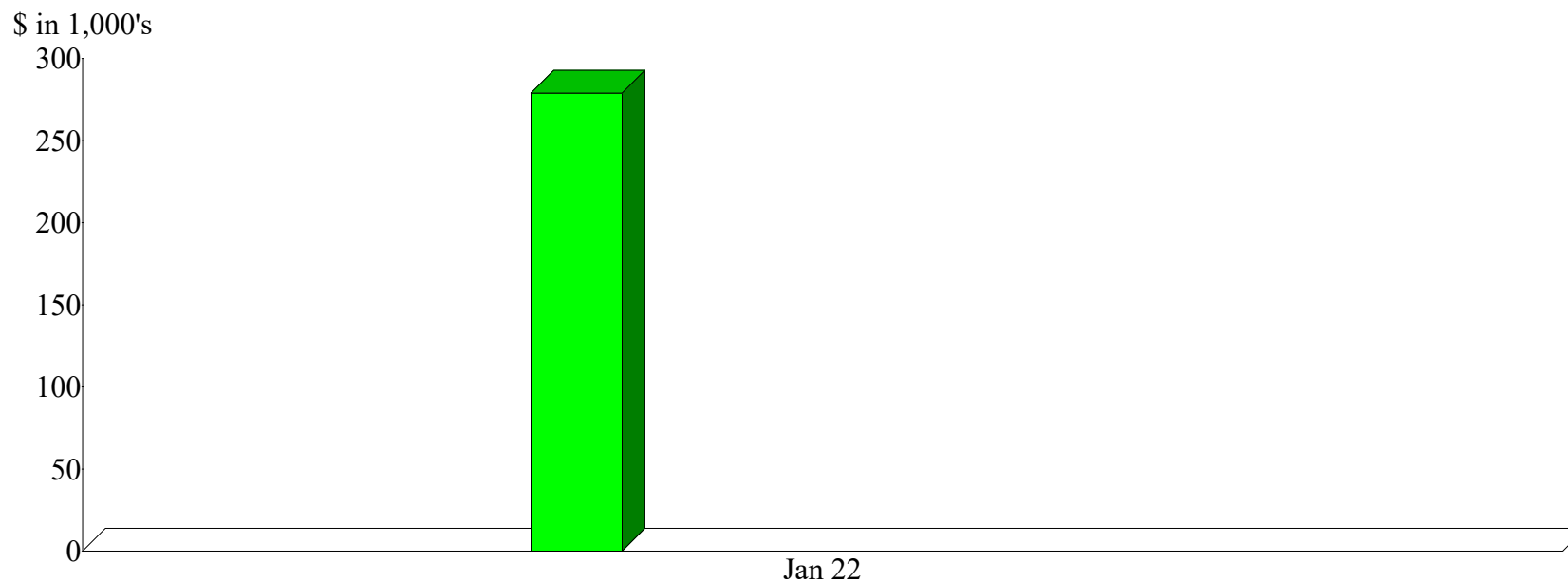
### January 2022

Type	Date	Name	Memo	Amount	Balance
<b>Fixed assets at cost</b>					
<b>Airfield</b>					
<b>AIP-XX Rwy 12/30 Rehab Design</b>					
Bill	01/14/2022	Jviation Inc	Runway 12/30 pavement investigation	30,933.75	30,933.75
Total AIP-XX Rwy 12/30 Rehab Design				30,933.75	30,933.75
Total Airfield				30,933.75	30,933.75
<b>Buildings &amp; Improvements</b>					
<b>Building Improvements</b>					
<b>2021-12-15 Storm Damage</b>					
Bill	01/04/2022	Marshall Motor Company, Inc.	Maint #5 repairs - replace front door glass due to storm damage	248.00	248.00
Bill	01/04/2022	Auto Glass Solutions, Inc.	MX #2 Windshield installation due to storm damage	100.00	348.00
Bill	01/09/2022	Manley Structural Engineers P.A....	GA Hangars structural engineering srvc due to storm damage	1,740.00	2,088.00
Bill	01/10/2022	Dellinger Fence Co.	Storm Damage - Repair damaged fence (west side)	4,288.00	6,376.00
Bill	01/12/2022	Systems 4, LLC (inc)	Term. Bldg. Lobby HVAC Unit - heat exchanger	4,851.00	11,227.00
Total 2021-12-15 Storm Damage				11,227.00	11,227.00
<b>Bldg. 520 Imps.</b>					
Bill	01/12/2022	Luminous Neon Inc.	Bldg. 520 Exterior Signage - Progress payment 1 of 2	13,338.22	13,338.22
Total Bldg. 520 Imps.				13,338.22	13,338.22
<b>Bldg. 595 Improvements</b>					
Bill	01/07/2022	Hutton Corporation	B595 design fee	38,200.00	38,200.00
Total Bldg. 595 Improvements				38,200.00	38,200.00
<b>Bldg. Imps. Other</b>					
Bill	01/06/2022	Cheney Door Company, Inc.	ARFF Station - Liftmaster 3/4 hp 230V 3 phase chain hois	6,228.00	6,228.00
Total Bldg. Imps. Other				6,228.00	6,228.00
<b>Hangar 959 Rehabilitation</b>					
Bill	01/10/2022	ACE Home Center	H959 FGan - Bolts	25.44	25.44
Bill	01/10/2022	Western Extralite Company, Inc.	H959 Fans beam clamps	66.71	92.15
Bill	01/10/2022	Fastenal Company Inc.	H959 fan install supplies	78.21	170.36
Bill	01/18/2022	T & R Dirt Construction Inc	Hangar H959 Tool Room - interior demo of NW compressor room	16,875.00	17,045.36
Bill	01/18/2022	Western Extralite Company, Inc.	H959 fan install supplies	92.64	17,138.00
Bill	01/19/2022	United Rentals (North America), L...	H959 Destratification fans install - 65' boom lift rental	1,398.38	18,536.38
Total Hangar 959 Rehabilitation				18,536.38	18,536.38
Total Building improvements				87,529.60	87,529.60
<b>Terminal building improvements</b>					
<b>Concourse Imps.</b>					
Bill	01/06/2022	Glass Services, Inc.	Term. Bldg. Improvements - relocate TSA entrance doors to south side	5,762.14	5,762.14
Bill	01/18/2022	Sage Products, Inc.	Soap and sanitizer dispensers for new bathrooms	828.00	6,590.14
Bill	01/19/2022	Design Central LLC	Labor and install - concourse furniture	1,440.00	8,030.14
Bill	01/31/2022	Hutton Corporation	Concourse Remodel project - Progress payment no. 6	197,105.66	205,135.80
Total Concourse Imps.				205,135.80	205,135.80
Total Terminal building improvements				205,135.80	205,135.80
Total Buildings & Improvements				292,665.40	292,665.40
Total Fixed assets at cost				323,599.15	323,599.15
<b>TOTAL</b>				<b>323,599.15</b>	<b>323,599.15</b>

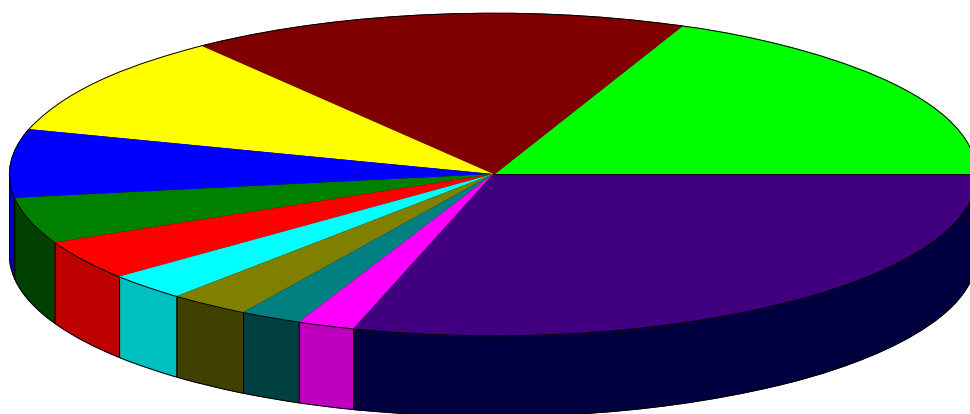


Sales by Month  
January 2022

Dollar Sales



Sales Summary  
January 2022

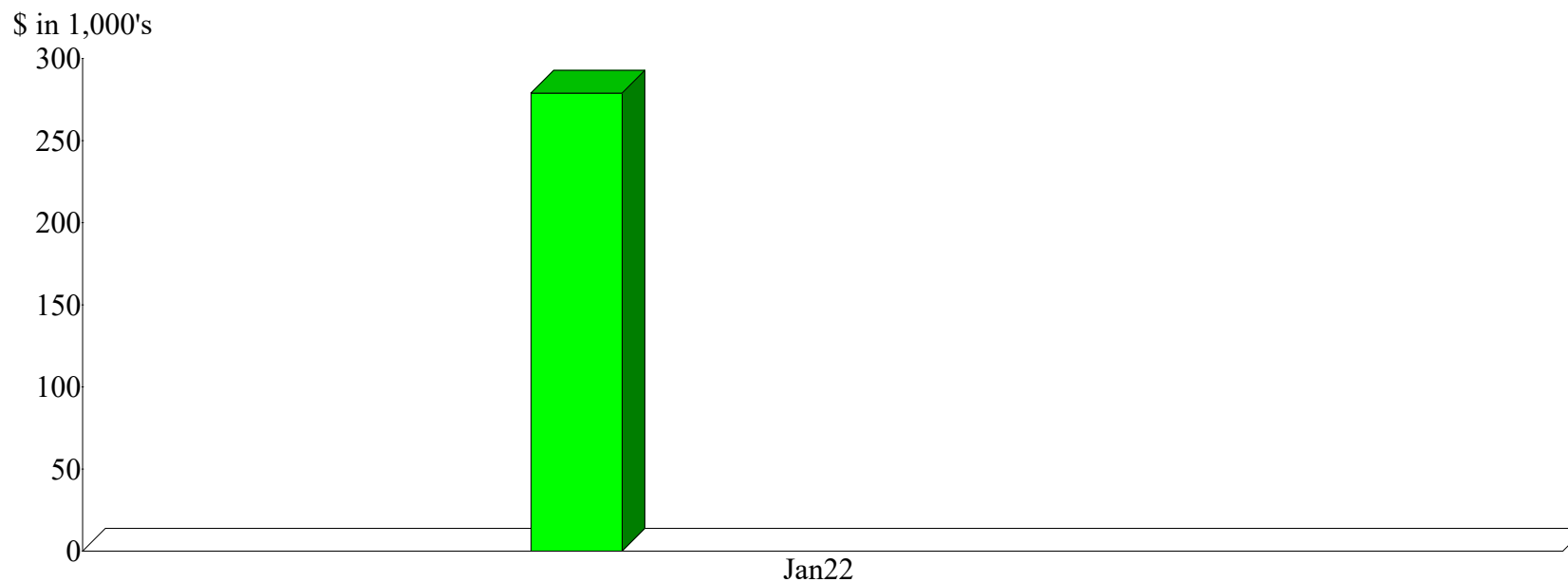


1 Vision Aviation, PLLC	18.73%
Kansas Erosion Products, LLC.	16.73
Avflight Salina	10.31
Stryten Salina, LLC	6.90
Universal Forest Products (UFP)	4.63
SFC Global Supply Chain	4.12
K-State Salina	2.84
108th Aviation Regiment	2.76
Forbes Bros. Timberline Construction, In	2.12
Durham School Service, L.P.	1.93
Other	28.93
Total	\$278,923.28

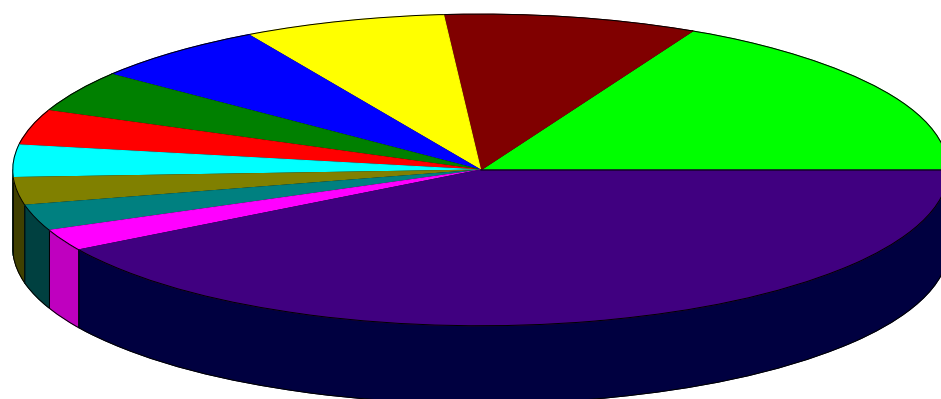
By Customer

Sales by Month  
January 2022

Dollar Sales



Sales Summary  
January 2022



Insurance(CP) (Insurance Reimbursement)	17.56%
H-00959-1 (Hangar Facility H959 - 2044 S	8.79
B-01021 (Building #1021 located at 3600	7.07
B-00655-3 (Bldg. #655 (96,611 SF) - 2656	6.30
FFF-Avflight Salina (Fuel Flowage Fee @	4.44
Utility Reimbursement (Utility Reimburse	3.79
B-00620-1 (Building #620 (30,000 SF) an	3.42
B-00626-1 (Manufacturing facility #626 (	2.90
H-0600-1 (Hangar 600 - 20,217 sq. ft.)	2.76
H-00409-1 (FBO Hangar - 2010 Rogers Ct.)	2.31
Other	40.66
Total	\$278,923.28

By Item

## RESOLUTION NO. 22-02

### **A RESOLUTION APPROVING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE SALINA AIRPORT AUTHORITY FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN CAPITAL IMPROVEMENTS AT THE SALINA REGIONAL AIRPORT AND AIRPORT INDUSTRIAL CENTER**

**WHEREAS**, the Salina Airport Authority (Salina, Kansas) (the “Authority”) is a legally constituted public airport authority, duly created, organized and existing under the Constitution and laws of the State, including specifically K.S.A 27-315 to 27-236 *et seq.* (the “Act”); and

**WHEREAS**, the governing body of the Authority (the “Governing Body”) has considered the need for certain internal improvements as further described herein and found it necessary and advisable to construct such improvements; and

**WHEREAS**, the Governing Body further finds and determines that it is necessary and advisable to authorize the issuance of general obligation bonds of the Authority under the Act to provide funds to pay to pay for the costs of such improvements.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY AS FOLLOWS:**

**Section 1. Project Authorization.** The construction of the following internal improvements is hereby authorized:

- The design, construction, acquisition and installation of equipment necessary to construct an aircraft paint facility in Hangar 606 at the estimated cost of \$5,500,000 (the “Hangar 606 Paint Facility Project”)
- The design and construction of improvements to Hangar 626 to house aircraft modification, maintenance, repair and overhaul operations at the estimated cost of \$2,500,000 (the “Hangar 626 MRO Project”)
- The design and construction of improvements to the aircraft apron areas, taxi areas and employee parking areas associated with Hangars 606 and 626 at the estimated cost of \$1,850,000 (the “Hangar 606 & 626 Pavement Project” and collectively with the Hangar 606 Paint Facility Project and Hangar 626 MRO Project, the “Project”)

**Section 2. Bond Authorization.** The issuance of general obligation bonds (the “Bonds”) of the Authority under the Act in an amount not to exceed \$9,850,000 to pay all or a portion of the costs of the Project is hereby authorized. Pending the issuance of the Bonds, the Authority may issue its temporary notes to provide financing for the Projects.

**Section 3. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 4.** The Executive Director, the Director of Administration and Finance, Stifel, Nicolaus & Company, the Authority’s Financial Advisor and Gilmore & Bell, P.C., the Authority’s Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the intent of this Resolution.

**Section 4.** This Resolution shall take effect immediately upon its adoption and passage.

**ADOPTED** by the governing body of the Authority on February 16, 2022.

SALINA AIRPORT AUTHORITY

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Name: Kristin Gunn  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Brian Weisel  
Secretary

ACE American Insurance Company

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND WHICH ARE THE RESULT OF WRONGFUL ACTS COMMITTED BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

**Policy** No. G71465974 004

Item 1. **Public Entity:** Salina Airport Authority  
Principal Address: 3237 Arnold Ave.  
Salina KS 67401

Item 2. **Policy Period:**  
From 12:01 a.m. 01/01/2022 To 12:01 a.m. 01/01/2023  
(Local time at the address shown in Item 1)

Item 3. Limits of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses**:  
\$2,000,000 / \$2,000,000

Item 4. Retention

- A. For **Damages** and **Claims Expenses** under Insuring Agreement IA.1:  
\$ Zero each **Claim**
- B. For **Damages** and **Claims Expenses** under Insuring Agreement IA.2 and IB:  
\$10,000 each **Claim**
- C. For **Damages** and **Claims Expenses** under Insuring Agreement IC:  
\$10,000 each **Claim**

Item 5. Notice to **Insurer**:

A. Notice of **Claim** or **Wrongful Act**:

PO Box 5119  
Scranton, PA 18505-0549  
First Notices Fax:  
215.640.5040 or 1.877.746.4671  
General Correspondence Fax:  
1.866.635.5688  
First Notices Email:  
aceclaimsfirstnotice@chubb.com

B. All other notices:

Chief Underwriting Officer  
Westchester Specialty Group - Financial Lines  
11575 Great Oaks Way, Suite 200  
Alpharetta, GA 30022

Item 6.	<b>Policy Premium:</b>	\$6,277	\$6,277.00	Premium
			\$ 250.00	Brokerage Fee
Item 7.	<b>Extended Reporting Period:</b>		\$6,527.00	TOTAL

A. Additional Premium: 100 % of Annual Premium

B. Additional Period: 12 months

Item 8. **Crisis Management Fund:**

\$25,000

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be countersigned by a duly authorized representative of the **Insurer**.

DATE: 01/27/2022



JOHN J. LUPICA, President

Authorized Representative

**ACE American Insurance Company**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions, limit of liability and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

**I. INSURING AGREEMENT**

**A. Public Entity Management Liability**

**1. Public Officials' Liability**

The **Insurer** will pay on behalf of the **Insured Persons** all **Damages** and **Claims Expenses** for which the **Insured Persons** are not indemnified by the **Public Entity** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

**2. Public Entity Reimbursement**

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** has indemnified the **Insured Persons** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

**B. Public Entity Liability**

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** becomes legally obligated to pay by reason of a **Claim** first made against the **Public Entity** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

**C. Employment Practices Liability**

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** first made against them and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

**D. Public Entity Crisis Management Coverage**

The **Insurer** will pay on behalf of the **Public Entity** the **Crisis Management Expense** for which the **Public Entity** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

**II. DEFENSE**

- A.** The **Insurer** shall have the right and duty to defend any covered **Claim** made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**, even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**, and the **Insurer** shall have



the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.

- B. Solely with respect to Insuring Agreements I.A.2, **Public Entity** Reimbursement, and I.B, **Public Entity** Liability, the **Insurer** shall not settle any **Claim** without the written consent of the **Public Entity**. The **Insurer** shall have the right to settle any **Claim** at its sole discretion with respect to all other Insuring Agreements. If the **Public Entity** refuses to consent to a settlement or a compromise recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to (1) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (2) 50% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted Limits of Liability specified in Item 3 of the Declarations. The remaining 50% of **Claims Expenses** and all subsequent **Damages** shall be borne uninsured by the **Insureds** and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, except as otherwise stated in this subsection B.
- C. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle, any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In such case, the **Insurer** shall withdraw from the investigation, defense, payment or settlement of such **Claim** and shall tender the investigation, defense and control of such **Claim** to the **Insured**.
- D. The **Insureds** shall cooperate with the **Insurer**, and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insureds** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address indicated in Item 5A of the Declarations, every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives.

### III. DEFINITIONS

When used in this **Policy**:

- A. **Adverse Publicity** means the publication of unfavorable information regarding the **Public Entity** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Public Entity** to conduct business. Such publication must occur in a report about an **Insured** appearing in:
  - 1. a daily newspaper of general circulation; or
  - 2. a radio or television news program.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.
- C. **Bodily Injury** means physical injury to the body, physical pain, sickness, disease, and death. **Bodily Injury** also means mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation (collectively "**Mental Distress**"), but only if such **Mental Distress** arises from and is accompanied by injury to the claimant's body, sickness, disease or death.

D. **Claim** means:

1. a written demand against any **Insured** for monetary **Damages** or non-monetary or injunctive relief;
2. a civil proceeding against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. a binding arbitration proceeding, only if the **Insurer** has provided its prior written consent to such proceeding, against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief;
4. a civil, administrative or regulatory proceeding against any **Insured** commenced by the issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with the Equal Employment Opportunity Commission or any other similar federal, state or local governmental authority located anywhere in the world;
5. a civil, administrative or regulatory investigation against any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced; or
6. solely with respect to coverage provided under Insuring Agreement I.C, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs 1 through 5 above.

including any appeal therefrom. However, **Claim** shall not include a labor or grievance arbitration or proceeding which is subject or pursuant to a collective bargaining agreement

E. **Claims Expenses** means:

1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation and defense of covered **Claims**;
2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Insurer** shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post-judgment interest awarded in any **Claim**.

**Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured** or **Crisis Management Expenses**.

F. **Crisis Event** means one of the following, except where coverage is otherwise excluded under Exclusions H and R of the **Policy**.

1. Management Event: The incapacity, death or state or federal criminal indictment of an **Insured Person** for whom the **Public Entity** has purchased and continues to maintain key individual life insurance;
2. Funding Cancellation: The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Public Entity**;
3. Bankruptcy: The disclosure by the **Public Entity** of (a) its intention to file or its actual filing for protection under federal bankruptcy laws, or (b) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Public Entity**;
4. Employment Event: The disclosure by the **Public Entity** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging a **Wrongful Employment Practice** by the **Public Entity** which has caused or is reasonably likely to cause **Adverse Publicity**; and

5. **Material Event:** Any other material event which, in the good faith opinion of the **Public Entity**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.
- G. **Crisis Management Expense** means the following expenses incurred by the **Public Entity** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Public Entity** first incurs the subject **Crisis Management Expense**:
1. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for **Crisis Management Services** provided to the **Public Entity** by a **Crisis Management Firm**, and
  2. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Public Entity** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.
- H. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Public Entity** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.
- I. **Crisis Management Fund** means the amount specified in Item 8 of the Declarations.
- J. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Public Entity** in reducing or minimizing the potential harm to the **Public Entity** caused by the public disclosure of a **Crisis Event**.
- K. **Damages** means compensatory damages, judgments, any award of prejudgment and post-judgment interest, and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies. Such damages include punitive and exemplary damages and the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the applicable jurisdiction most favorable to the insurability of such damages.

With respect to any **Claim** arising out of a **Wrongful Employment Practice**, **Damages** shall also mean:

1. front-pay and back-pay, except as otherwise stated below; and
2. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

**Damages** shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines or penalties;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation other than salary, wages, bonuses, commissions and non-deferred cash incentive compensation;

5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
  6. any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person, or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;
  7. **Crisis Management Expenses**; or
  8. liquidated damages, except to the extent specifically included as **Damages** above.
- L. **Employee** means any natural person whose labor or services are engaged and directed by the **Public Entity** (including any part-time, seasonal and temporary employee or volunteer), but only while acting in his or her capacity as such, and any natural person who is leased to the **Public Entity**, but only if the **Public Entity** provides indemnification to such leased person in the same manner as is provided to the **Public Entity's** employees.
- M. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Periods**.
- N. **Incidental Medical Malpractice** means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic or nurse who is an **Employee** of the **Public Entity** or acting on its behalf to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes injury arising out of the dispensation of prescribed medicine.
- O. **Insured** means the **Public Entity** and any **Insured Persons**;
- P. **Insured Persons** means the following, but only to the extent such persons are acting solely in their capacities as legally authorized representatives of the **Public Entity**:
1. all persons who were, now are or shall be lawfully elected or duly appointed officials or **Employees**;
  2. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
  3. volunteers acting for or on behalf of, and at the written request and under the direction of, the **Public Entity**;
  4. elected or duly appointed officials and **Employees** of the **Public Entity** duly appointed at the written request of the **Public Entity** to serve with an outside tax exempt entity;
  5. any person providing services for the **Public Entity** under a mutual aid or similar written agreement; and
  6. elected or duly appointed officials and **Employees** of the **Public Entity** as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of the elected or duly appointed official or **Employee** to such non-profit organization is based solely upon the person's being an elected or duly appointed official or **Employee** of the **Public Entity**; and (2) such elected or duly appointed official or **Employee** is directed in writing by the **Public Entity** to serve as a director or officer of such non-profit organization prior to beginning such service.
- Q. **Insurer** means the insurance company providing this insurance.

- R. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. libel, slander or other defamatory or disparaging material;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. wrongful entry or eviction, or other invasion of the right to private occupancy.
- T. **Policy** means, collectively, the Declarations, the **Application**, this **Policy**, including any endorsements.
- U. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XIV, Termination of the **Policy**.
- V. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.
- W. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible or intangible property, including the loss of use thereof; and
  2. loss of use of tangible or intangible property which has not been physically injured, lost, damaged or destroyed.
- X. **Public Entity** means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- Y. **Retaliation** means retaliatory treatment on account of:
1. the actual or attempted exercise by an **Employee** of any rights of such an **Employee** under law, including workers' compensation laws, the Family and Medical Leave Act, and the Americans with Disabilities Act;
  2. the filing of any claim under any statute, rule or regulation to protect an **Employee** from discrimination by his or her employer if such **Employee** discloses or threatens to disclose to a superior or a governmental agency, or if such **Employee** gives testimony relating to, any activity within such employer's operations which may be in violation of a statute, rule or regulation or any professional codes of ethics, including the Federal False Claims Act;
  3. the disclosure or threat of disclosure by an **Employee** of the **Public Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

4. an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; or
  5. any strike of any **Employee** of the **Public Entity**
- Z. **Sexual Abuse and Molestation** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse and Molestation** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual Abuse and Molestation** does not include **Sexual Harassment**.
- AA. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:
1. the above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  2. the above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

**Sexual Harassment** does not include **Sexual Abuse and Molestation**.

BB. **Wrongful Act** means:

1. with regard to Insuring Agreements I.A.1 and 1.A.2, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** while acting in his or her capacity as such and on behalf of the **Public Entity**;
2. with regard to Insuring Agreements I.B., any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Public Entity**; or
3. with regard to Insuring Agreement I.C:
  - a. solely with respect to **Claims** brought and maintained by or on behalf of any **Employee** or applicant for employment with the **Public Entity**, **Wrongful Act** means a **Wrongful Employment Practice** committed or attempted by the **Public Entity** or by any **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**; or
  - b. with respect to all other **Claims**, **Wrongful Act** means only, or a violation of discrimination laws, including but not limited to, violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, military status, or a violation of a natural person's civil rights relating to such discrimination or **Sexual Harassment**, in either case, whether direct, indirect, intentional or unintentional, committed by an **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**.

CC. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination, whether actual or constructive;
2. employment-related misrepresentation;
3. any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status;
4. **Sexual Harassment** or unlawful workplace harassment;

5. wrongful deprivation of a career opportunity or wrongful demotion;
6. failure to employ or promote;
7. wrongful discipline;
8. **Retaliation**;
9. negligent evaluation;
10. employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an **Employee** reference;
11. failure to grant tenure; and
12. with respect to paragraphs S.1 through S.11 above, inclusive, negligent hiring, retention, training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;

of any past, present or prospective full-time, part-time, seasonal and temporary **Employee** or volunteer or leased **Employee(s)** or applicant for employment of the **Public Entity**.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

#### IV. EXCLUSIONS

Except as limited under Insuring Agreement I.D, **Public Entity** Crisis Management Coverage, the **Insurer** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured** ("**Excluded Conduct**"); however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Conduct**, at which time the **Insured** shall reimburse the **Insurer** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice**.
- B. alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled; however, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**.
- C. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking injunctive or other non-monetary relief. However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.
- D. alleging, based upon, arising out of or attributable to any:
  1. **Bodily Injury**, other than **Mental Distress** arising out of a **Wrongful Employment Practice**;
  2. **Property Damage**;
  3. **Personal Injury**, other than libel, slander or defamation in any form arising out of a **Wrongful Employment Practice**; or
  4. any allegation relating to the foregoing D.1, D.2 and D.3 that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claims Expenses** or **Claim**.
- E. alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.



- F. alleging, based upon, arising out of or attributable to strikes, riots or civil commotions;
- G. alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claims Expenses**.
- H. alleging, based upon, arising out of or attributable to:
1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. brought by or on behalf of any **Insured**; provided, however, with respect to any **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**.
- K. alleging, based upon, arising out of or attributable to:
1. breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, However, this subsection of this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**; or
  2. any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
- L. alleging, based upon, arising out of or attributable to any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright or service name.
- M. alleging, based upon, arising out of or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.
- N. alleging, based upon, arising out of or attributable to the rendering or failure to render:
1. medical services, including **Incidental Medical Malpractice**, or
  2. professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the **Public Entity**.
- O. alleging, based upon, arising out of or attributable to any **Insured's** activities as a trustee or fiduciary as respects any type of **Employee** benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the **Employee** Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

- P. alleging, based upon, arising out of or attributable to the improper administration or collection of taxes, or loss that reflects any tax obligations.
- Q. alleging, based upon, arising out of or attributable to:
1. any prior or pending litigation or administrative or regulatory proceeding, or any U.S. Equal Employment Opportunity Commission or similar state, local or foreign agency proceeding or investigation, filed on or before the effective date of the first policy issued and continuously renewed by the **Insurer**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
  2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.
- R. alleging, based upon, arising out of, or attributable to:
1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.
- S. alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued by the **Insurer** or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- T. solely with respect to any **Claim** arising out of a **Wrongful Employment Practice**:
1. alleging, based upon, arising out of or attributable to any violation of the responsibilities, obligations or duties imposed by any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
  2. for an actual or alleged violation of: (1) the **Employee Retirement Income Security Act of 1974** (except section 510 thereof); (2) the **Fair Labor Standards Act** (except the **Equal Pay Act**), (3) the **National Labor Relations Act**, (4) the **Worker Adjustment and Retraining Notification Act**, (5) the **Consolidated Omnibus Budget Reconciliation Act**, (6) the **Occupational Safety and Health Act**; or any similar federal, state or local laws, and any rules and regulations promulgated thereunder and amendments thereto anywhere in the world. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
  3. alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the **Americans With Disabilities Act of 1992**, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person; or
  4. alleging, based upon, arising out of, or attributable to improper payroll deductions or any **Claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Public Entity**, or any violation of any federal state, local or foreign statutory law or common law that governs the same topic or subject, and any rules, regulations and amendments thereto. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**.

The **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of Exclusions IV.A. and IV.B. above.

## V. CRISIS MANAGEMENT COVERAGE PROVISIONS

- A. There shall be no Retention applicable to **Crisis Management Expenses** and the **Company** shall pay such **Crisis Management Expenses** from the first dollar subject to all other terms and conditions of this policy, including the **Policy** limit.
- B. An actual or anticipated **Crisis Event** shall be reported to the **Company** as soon as practicable, but in no event later than thirty (30) days after the **Public Entity** first incurs **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

## VI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

## VII. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

### A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

### B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Public Entity** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. The **Insurer** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such

premium shall be paid by the **Public Entity** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- D. The **Extended Reporting Period**, if elected, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

## VIII. LIMITS OF LIABILITY

### A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- 1. The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention and up to an aggregate amount equal to the Limit of Liability stated in Item 3 of the Declaration without reduction of the applicable Limit of Liability. The total amount of such **Claims Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Liability, and is not on a per **Claim** basis.
- 2. Once the **Insurer** has paid the amount set forth in Item 3. of the Declarations in aggregate **Claims Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claims Expenses** shall reduce the applicable Limit of Liability.

### B. Limit of Liability

- 1. Except as otherwise stated in section VIII.A, the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- 2. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
- 3. Except as otherwise stated in section VIII.A, any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- 4. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- 5. Once the Limit of Liability has been exhausted by payments of any **Damages** (regardless of whether the payment by the **Insurer** of **Claims Expenses** under section VIII.A. has exhausted, reached or exceeded the amount set forth in Item 3 of the Declarations), the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- 6. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

## IX. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Damages** and **Claims Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Public Entity** and at the risk of all **Insureds**.
- B. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
- C. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

## X. NOTICE

For coverage under this **Policy** (other than coverage for a **Crisis Event**):

- A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (1) the end of the **Policy Period**, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
- B. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - 1. the identity of the potential claimants;
  - 2. a description of the anticipated **Wrongful Act** allegations;
  - 3. the identity of the **Insureds** allegedly involved;
  - 4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - 5. the consequences which have resulted or may result; and
  - 6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Public Entity** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address set forth in Item 5A of the Declarations. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address set forth in Item 5B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

## **XI. PRESUMPTIVE INDEMNIFICATION**

- A. The **Public Entity** agrees to indemnify the **Insured Persons** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any application for court approval. The **Public Entity** further agrees to advance **Defense Costs** actually and reasonably incurred by any **Insured Person** in defending any threatened, pending or contemplated action, suit or proceeding prior to a final disposition of any such action, suit or proceeding and shall not require any determination or adjudication, interim or final, of the entitlement of the **Insured Person** to indemnification, where permitted by law to do so. The financial ability of any **Insured Person** to make repayment shall not be a prerequisite to the making of such an advance, and the right to receive advancement of **Claims Expenses** herein is a contractual right. The agreements contained in this paragraph are binding upon the **Public Entity** and enforceable by the **Insurer** or the **Insured Persons**.
- B. Notwithstanding anything in this section to the contrary, the **Public Entity's** indemnification obligations under this section shall not apply in the event the **Public Entity** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Public Entity**, or because of the **Public Entity** becoming a debtor-in-possession.

## **XII. OTHER INSURANCE**

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

## **XIII. REPRESENTATIONS**

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
  - 1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  - 2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.
- B. It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.
- C. It is understood and agreed that if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder as to: (1) any **Insured Person** who knew the facts misrepresented or omitted, whether or not such **Insured Person** knew of the **Application** or this **Policy**; and (2) the **Public Entity**. For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**.

## **XIV. TERMINATION OF THE POLICY**

- A. This **Policy** shall terminate at the earliest of the following times:
  - 1. the effective date of termination specified in a prior written notice by the **Public Entity** to the **Insurer**;
  - 2. 60 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer**;
  - 3. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;

4. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  5. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.
- B. If the **Policy** is terminated by the **Public Entity**, or by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

## **XV. TERRITORY AND VALUATION**

- A. All premiums, limits, retentions, **Damages, Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claims Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claims Expenses** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

## **XVI. SUBROGATION**

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

## **XVII. ACTION AGAINST THE INSURER AND BANKRUPTCY**

Except as set forth below in Section XX, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

## **XVIII. AUTHORIZATION CLAUSE**

By the acceptance of this **Policy**, the **Public Entity** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Public Entity** shall so act on their behalf.

## **XIX. ALTERATION, ASSIGNMENT AND HEADINGS**

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.



- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

## **XX. ALTERNATIVE DISPUTE RESOLUTION**

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this section.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

- A. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
- B. arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

## **XXI. INTERPRETATION**

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer** and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**Chubb Producer Compensation  
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number:

1-866-512-2862.

## SIGNATURES

Named Insured <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

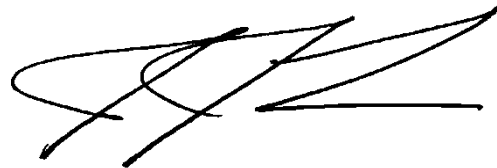
By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

**I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Public Entity <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**Bond Exclusion**

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Public Entity <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**Network Security or Privacy Liability Exclusion**

1. Section III, Definitions, is amended by adding the following:
  - **Network Security or Privacy Breach** means:
    1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
    2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
      - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
      - (b) the Gramm-Leach-Bliley Act of 1999;
      - (c) the California Security Breach Notification Act (CA SB 1386);
      - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
      - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
      - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
    3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.
2. Section IV, Exclusions, is amended by adding the following:
  - alleging, based upon, arising out of or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Public Entity <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**Professional Services Exclusion (Financial Services)**

1. It is agreed that Section IV, Exclusions, exclusion N, is deleted in its entirety and replaced with the following:  
N. alleging, based upon, arising out of or attributable to the rendering or failure to render:
  1. medical services, including **Incidental Medical Malpractice**,
  2. professional services as an investment company, investment advisor, trust company, commercial bank, mortgage banker, mortgage broker, insurance company, insurance agent, insurance broker, reinsurer, securities broker, securities dealer, mutual fund manager, asset manager, clearing agent, financial planner, credit union, title agent, financial consultant or financial analyst; or
  3. professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the **Public Entity**.
2. It is agreed that Section IV, Exclusions, is amended by adding the following exclusions:
  - alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
  - alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return or interest;
  - alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
  - alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**PUBLIC ENTITY LIABILITY ENHANCEMENT ENDORSEMENT**

Named Insured <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**ACE Municipal Advantage Public Entity Liability Policy**

It is agreed that the **Policy** is amended as follows:

- Item 7 of the Declarations is deleted and the following is inserted:

Item 7. **Extended Reporting Period:**

A. Additional Premium:

80% of Annual Premium

150% of Annual Premium

175% of Annual Premium

B. Additional Period:

12 months

24 months

36 months

- Item 8 of the Declarations is deleted and the following is inserted:

Item 8. **Crisis Management Fund:**

\$50,000

- Section II, Defense, subsection B, is amended by deleting the phrase "50%" in line 7, and "50%" in line 9 and inserting the following percentages for each phrase respectively:

70% in line 7

30% in line 9

- Section IV, Exclusions, is amended as follows:

- Subsection A is amended by adding the following:

For purposes of this exclusion, only the **Wrongful Acts** of the **Public Entity's** Chief Executive Officer, Chief Financial Officer, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to the **Public Entity**.

- Subsection B is deleted in its entirety and replaced with the following:

B. alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled ("**Excluded Conduct**"); however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Conduct**, at which time the **Insured** shall reimburse the **Insurer** for all **Damages and Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice**. For purposes of this exclusion, only the **Wrongful Acts** of the **Public Entity's** Chief Executive Officer, Chief Financial Officer, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to the **Public Entity**.

- c. Subsection C is amended by deleting the phrase “\$100,000” and inserting the phrase “\$100,000” in its place.
- d. Subsection J is deleted in its entirety and replaced with the following:

J. brought by or on behalf or in the right of any **Insured**, any entity that is operated, controlled, or managed by the **Public Entity**, or any security holder or member of the **Public Entity**, whether directly or derivatively, except, and subject to the terms and conditions of this **Policy**, where such **Claim** is:

- 1. made by a former elected or duly appointed official of the **Public Entity** who has not served in such position for at least two (2) years prior to such **Claim** first being made;
- 2. made by a security holder or member of the **Public Entity**, where such **Claim** is instigated and continued totally independent of, and totally without the solicitation, assistance, active participation or intervention of an **Insured**, or any director, officer, trustee, governor, management committee member, member of the management board or **Employee** of the **Public Entity**;
- 3. brought or maintained by any **Insured Person** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy**;
- 4. brought by an **Insured Person** for a **Wrongful Employment Practice**; or
- 5. brought by any bankruptcy or insolvency trustee, debtor-in-possession, receiver, examiner, liquidator or similar official for the **Public Entity**;

**Whistleblower Conduct** by an **Insured Person**, other than a director, as set forth in 18 U.S.C. 1514A, shall not be considered solicitation, assistance, active participation, or intervention of an **Insured Person**.

For the purpose of this endorsement, **Whistleblower Conduct** means any activity set forth in Sec. 1514A (a), engaged in by a whistleblower with a Federal regulatory or law enforcement agency, Member of Congress or any committee of Congress, or person with supervisory authority over the employee, or an enforcement action by the whistleblower set forth in Sec. 1514A (b).

- 5. Section VII, **Extended Reporting Periods**, subsection A is amended by deleting the phrase “60 days” and inserting the phrase “90 days” wherever it appears in the subsection.
- 6. Section X, Notice, subsection A is deleted in its entirety and the following is inserted:
  - A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable after the Chief Executive Officer, Chief Financial Officer, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents, of the **Public Entity** are first made aware of such **Claim**, but in no event later than 60 days after (1) the end of the **Policy Period**, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
- 7. Section XIII, Representations, is amended as follows:
  - a. The last sentence of Subsection C is deleted and replaced with the following:
 

For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**, and only the knowledge of the **Public Entity’s** Chief Executive Officer, Chief Financial Officer, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to the **Public Entity**.
  - b. The following subsection is added:
    - D. Solely with respect to Insuring Agreement A.1, the **Insurer** agrees that it shall not seek to rescind the **Policy** with respect to any **Insured Person** who did not know the facts misrepresented or omitted.

8. Section XIV, Termination of the **Policy**, subsection A is deleted in its entirety and replaced with the following:

A. This **Policy** shall terminate at the earliest of the following times:

1. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
2. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
3. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.

9. The **Policy** is amended by adding the following:

#### **XXII. PAYMENT PRIORITY**

A. If the amount of any **Damages** and **Claims Expenses** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Damages** and **Claims Expenses**, the **Insurer** shall pay the **Damages** and **Claims Expenses** (subject to such Limit of Liability) in the following priority:

1. first, the **Insurer** shall pay any **Damages** and **Claims Expenses** covered under Section I, Insuring Agreement A1, Public Officials' Liability, in excess of any applicable Retention shown in Item 4 of the Declarations;
2. second, only if and to the extent the payment under paragraph 1 above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any **Damages** and **Claims Expenses** in excess of the Retention shown in Item 4 of the Declarations covered under any other applicable Insuring Agreement.

B. Subject to the foregoing paragraph, the **Insurer** shall, upon receipt of a written request from the chief executive officer of the **Public Entity**, delay any payment of **Damages** and **Claims Expenses** otherwise due and owing to or on behalf of the **Public Entity** until such time as the chief executive officer of the **Public Entity** designates. The liability of the **Insurer** with respect to any such delayed **Damages** and **Claims Expenses** payment shall not be increased, and shall not include any interest, on account of such delay.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**LIMITS OF LIABILITY AMENDED – PAYMENT OF CLAIMS EXPENSES  
REDUCES THE LIMITS OF LIABILITY**

Named Insured <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**ACE MUNICIPAL ADVANTAGE<sup>SM</sup> PUBLIC ENTITY LIABILITY POLICY**

It is agreed that Section VIII, Limits of Liability, is deleted in its entirety and replaced with the following:

**VIII. LIMITS OF LIABILITY**

- A. The **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- B. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
- C. Any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- D. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- E. Once the Limit of Liability has been exhausted by payments of any **Damages** or **Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- F. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Public Entity <b>Salina Airport Authority</b>			Endorsement Number
Policy Symbol <b>EON</b>	Policy Number <b>G71465974 004</b>	Policy Period <b>01/01/2022 to 01/01/2023</b>	Effective Date of Endorsement <b>01/01/2022</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**Amendatory Endorsement – Kansas**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

- Section III, Definitions, subsection K, the definition of **Damages**, is amended by adding the following:  
Notwithstanding anything to the contrary in this definition, punitive and exemplary damages awarded in Kansas shall be insurable only to the extent an **Insured** is liable for such punitive and exemplary damages on the basis of vicarious liability.
- Section XIII, Representations, subsection C is deleted in its entirety and the following is inserted:
  - The **Insurer** shall not be liable for **Damages** and **Claims Expenses** on account of any **Claim** alleging, based upon, arising out of, or attributable to:
    - concealment or misrepresentation of a material fact; or
    - fraud;committed by an **Insured** at any time relating to an insurance **Application**, rating, claim or coverage under this **Policy**.  
In the event of such concealment, misrepresentation or fraud:
    - This **Policy** shall terminate, subject to the notice provisions of section XIV of this **Policy**, as soon as the **Insurer** becomes aware of such concealment, misrepresentation or fraud; and
    - Section VII, **Extended Reporting Periods** shall be deleted from this **Policy**, and the **Insured** shall not obtain, nor be allowed to purchase, respectively, an Automatic or Optional **Extended Reporting Period**.
- Section XIV, Termination of the **Policy**, is amended by adding the following:
  - If this **Policy** has been in effect for 90 days or more, or is a renewal of a **Policy** the **Insurer** issued, the **Insurer** may terminate this **Policy** only for one or more of the following reasons:
    - failure to pay a premium when due;
    - the **Policy** was issued because of material misrepresentation;
    - the **Public Entity** or any other **Insured** violated any of the material terms and conditions of this **Policy**;
    - unfavorable underwriting factors, specific to the **Insured**, that were not present at **Policy** inception;
    - a determination by the Commissioner that continuation of coverage would create a hazardous financial condition to the **Insurer**, or be in violation of the law; or
    - a determination by the Commissioner that the **Insurer** no longer has adequate reinsurance.
  - Notice of termination from the **Insurer** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.



4. The following section is added to the **Policy**:

- **NONRENEWAL**

If the **Insurer** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

5. Section XX, Alternative Dispute Resolution, is amended by deleting the first paragraph in its entirety and inserting the following:

The **Insureds** and the **Insurer** may, upon mutual agreement, submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this section. The decision to elect the ADR process shall be made at the time the dispute arises.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**SALINA AIRPORT AUTHORITY  
RESOLUTION 22-01**

**A RESOLUTION EXPRESSING GRATITUDE AND APPRECIATION TO  
BRIAN WEISEL FOR HIS SERVICE RENDERED TO THE  
CITY OF SALINA AND ITS CITIZENS**

WHEREAS, Brian Weisel, in his 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 six (6) years (March 1, 2016 to February 28, 2022); and,

WHEREAS, because of his efforts and dedication 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 his 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 Brian Weisel for his faithful and dedicated service to the citizens of Salina, Kansas, as a member of the Board of Directors for the Salina Airport Authority.

Section 2. That the Vice-chair 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 Brian Weisel.

Adopted by the Board of Directors of the Salina Airport Authority on this 16th day of February 2022.

\_\_\_\_\_  
Kristin Gunn, Chair

CERTIFICATION OF VICE-CHAIR

I, Kent Buer, the duly appointed, qualified, Salina Airport Authority Vice-chair, 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 16th day of February 2022.

\_\_\_\_\_  
Kent Buer, Vice-chair