



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
February 24, 2022**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [812 8065 1089](https://zoom.us/j/81280651089)
Meeting Password: 3217
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Engel, Brown, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD FEBRUARY 10, 2022.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
 - a) Monthly Activity Report**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
 - b) Financial Statements**
 - c) Budget to Actual**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

Telephone: Press “*9” to raise your hand and notify the meeting Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

Computer and Mobile: Click the “raise hand” button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

7. **SELECTION OF LAFCO REGULAR SPECIAL DISTRICT MEMBER AND AUTHORIZATION FOR THE PRESIDENT TO VOTE FOR SELECTEES BY MAIL IN BALLOT**
8. **SELECTION OF FUTURE LAFCO VOTING PROCESS TO SELECT REGULAR AND ALTERNATE SPECIAL DISTRICT MEMBERS AND AUTHORIZATION FOR THE PRESIDENT TO VOTE FOR THE SELECTED PROCESS BY MAIL IN BALLOT**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND KIMLEY-HORN AND ASSOCIATES FOR SANTA MARIA AIRPORT BUSINESS PARK SPECIFIC PLAN SUPPORT SERVICES.**
10. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-291-033 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
11. **DIRECTORS’ COMMENTS.**
12. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD FEBRUARY 10, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting via a virtual meeting at 7:00 p.m. Present were Directors Engel, Brown, Rafferty, Adams, and Baskett. General Manager Hastert, Manager of Finance & Administration Reade, and District Counsel George.

1. MINUTES OF THE REGULAR MEETING HELD January 27, 2022. Director Rafferty made a Motion to approve the minutes of the regular meeting held January 27, 2022. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – The 2022 meeting schedule has been announced.
 - e) STATE & FEDERAL LIAISON – The committee met to discuss capital projects.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the board on recent updates to ProDIGIQ and the website. He briefed them on recent meetings he attended which include USFS, Planes of Fame, and the City of Santa Maria General Plan committee meeting.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 069886 through 069929 in the amount of \$457,057.85 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".
5. DISTRICT COUNSEL'S REPORT. Nothing to report.
6. PUBLIC SESSION: Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker

continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

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George Bernard, a member of the public, stated the District made a good decision with the IT company we contract with.

7. Resolution 907. A Resolution of the Board of Directors of the Santa Maria Public Airport District proclaiming a local emergency, ratifying the proclamation of a state of emergency by Governor Newsom’s order dated March 4, 2020, and authorizing remote teleconference meetings of the legislative bodies of the Santa Maria Public Airport District for the period of February 10, 2022, to March 12, 2022, pursuant to Brown Act Provisions. Director Rafferty made a Motion to approve. Director Engel Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted “Yes”.
8. Discussion and direction to staff regarding the Main Hangar. Discussion was held and direction was given to staff. George Bernard, a member of the public, notified the District he agreed to help finance Artcraft Paint if needed. Alex Arredondo, Vice President of Artcraft Paint, answered questions from the Board.
9. Discussion and direction to staff regarding current fiscal year capital projects. Discussion was held and direction was given to staff.
10. Resolution 908. A Resolution of the Board of Directors of the Santa Maria Public Airport District supporting the nomination of Director Rafferty for the California Special Districts Association Board of Directors. Director Adams made a Motion to approve. Director Engel Seconded and it was carried by the following roll call vote. Directors Engel, Brown and Adams voted “Yes”. Director Baskett voted “No”. Director Rafferty Abstained.
11. CLOSED SESSION. At 7:32 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.

- d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case

At 7:52 p.m., the Board and staff reconvened to Open Public Session.

No Reportable Actions.

12. DIRECTORS' COMMENTS: Directors Brown and Adams had no comment.

Director Baskett appreciated the continued discussion around solar. He asked for an updated Crime report and notified the District of crime reported to him from a company that no longer does business at the airport. He also wants to continue the discussion around drone threats.

Director Rafferty thanked the Board for the CSDA nomination support.

Director Engel expressed his opinion on the crime report.

13. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Regular Meeting to be held on February 24, 2022, at 7:00 p.m. via a virtual meeting. Director Baskett made that Motion, Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:58 p.m. on February 10, 2022.

Carl Engel, President

Hugh Rafferty, Secretary

Monthly Activity Report

January



AGENDA ITEM

3a

2/24/2022

Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	140	0	100%
Corporate T Hangars	8	8	0	100%
Corporate Hangars	28	28	0	100%
Storage Units	26	26	0	100%
Owner Build	23	23	0	100%
Commercial Aviation Hangar Space (SqFt)	107,782	103,360	4,422	96%
Commercial Aviation Office Space (SqFt)	28,800	19,449	9,351	68%

Hangar Waiting List

T-Hangars	3
Corporate/Corporate T-Hangar	26

Monthly Activity

	Jan-21	Dec-21	Jan-22	%Change
Operations	2,532	1,942	2,661	5%
Noise/Nuisance Complaints	2	0	1	-50%
Jet\100LL Fuel (Gallons)	40,547	55,891	70,838	75%
Incident Reports	0	0	1	#DIV/0!

Enplanments

	Jan-21	Dec-21	Jan-22	%Change
Allegiant	832	2,155	1,282	54%
Central Coast Shuttle	73	834	447	512%

Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHD flights
Allegiant	17	48%	43%

Land Lease Information (Acres)

	Inventory	Occupied	Available
Business Park	224	0	224
Agriculture	592.29	592.29	0
Grazing	511	511	0
Non Aviation Land Leases	TBD	48.42	
Aviation Land Leases	TBD	12.22	
Total Airport Acreage	2,550		

Mobile Home Park

	Spaces Rented	Units Sold
Mobile Home Park	78	

2021-2022

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069930 to 069970 and electronic payments on Pacific Premier Bank and in the total amount of \$143,072.30

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 069930 to 069970 and electronic payments on Pacific Premier Bank in the total amount of \$143,072.30 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF FEBRUARY 24, 2022.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069930	2/11/2022	American Assn of Airport Exec	\$2,700.00	US Contract Tower Assoc.1/1-12/31/21
* 069931	2/11/2022	Adams, Chuck	\$200.00	Director's Fees - JAN 2022
* 069932	2/11/2022	Advantage Answering Plus	\$338.12	Answering Service
* 069933	2/11/2022	AT&T	\$162.19	Telephone Service
* 069934	2/11/2022	Bagby Plumbing Service & Repair	\$222.92	Building Maintenance - Terminal
* 069935	2/11/2022	Bomar Security & Investigation	\$5,658.74	Security Service
* 069936	2/11/2022	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 069937	2/11/2022	Brown, Steve	\$500.00	Director's Fees - JAN 2022
* 069938	2/11/2022	Central City Tool Supply, Inc.	\$116.01	Shop Supplies
* 069939	2/11/2022	Consolidated Electrical Distributors, Inc.	\$511.11	Lighting Maintenance - Hangar Area
* 069940	2/11/2022	Clark Pest Control	\$2,794.67	Weed/Wildlife Abatement
* 069941	2/11/2022	De Lage Landen	\$106.37	Copier
* 069942	2/11/2022	Engel, Carl Jr.	\$500.00	Director's Fees - JAN 2022
* 069943	2/11/2022	Fedak & Brown LLP	\$528.00	Annual Audit
* 069944	2/11/2022	Gas Company, The	\$2,122.96	Utilities - Gas
* 069945	2/11/2022	Hayward Lumber Company	\$227.76	Fencing and Gates Maintenance
* 069946	2/11/2022	IRIS Companies	\$2,164.13	Badging Cardstock
* 069947	2/11/2022	J B Dewar, Inc	\$611.72	Unleaded/Diesel Fuel
* 069948	2/11/2022	J.D. Humann Landscape Contr.	\$5,500.15	Irrigation Repairs
* 069949	2/11/2022	Keylock Security Specialists	\$950.33	Fencing and Gates Maint. - FBO Area
* 069950	2/11/2022	Letters, Inc.	\$48.00	Car Wash
* 069951	2/11/2022	MarTeeney Designs	\$1,955.00	Website Maintenance
* 069952	2/11/2022	McMasters and Carr	\$134.70	Fencing and Gates Maint.-Landing Area
* 069953	2/11/2022	Mead & Hunt, Inc.	\$2,704.00	Airport Consulting Service
* 069954	2/11/2022	Mission Linen Service	\$593.97	Uniform Service
* 069955	2/11/2022	Outdoor Supply Hardware	\$152.03	Shop Supplies
* 069956	2/11/2022	ProDIGIQ, Inc	\$6,000.00	Software Customization - ProDIGIQ

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069957	2/11/2022	Quinn Company	\$2,257.59	Equipment Rental/R/W safety grading
* 069958	2/11/2022	Rafferty, Hugh	\$200.00	Director's Fees - JAN 2022
* 069959	2/11/2022	ROKLIN Systems Incorporated	\$1,997.74	Pavement Maint.- Terminal Area
* 069960	2/11/2022	RRM Design Group	\$9,720.00	SM Airport Business Park Plan Amend.
* 069961	2/11/2022	Service Star	\$11,879.63	Janitorial Service
* 069962	2/11/2022	Sherwin-Williams	\$84.04	Hangar Maintenance
* 069963	2/11/2022	Sign Creations	\$685.13	No Parking Signs - Terminal Area
* 069964	2/11/2022	S Lombardi & Assoc., Inc.	\$1,085.00	Airport Advertising
* 069965	2/11/2022	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 069966	2/11/2022	WageWorks	\$50.00	Cafeteria Plan - Admin Fee
* 069967	2/11/2022	Oberon3, Inc	\$50.00	Building Maintenance - Terminal
* 069968	2/11/2022	HR Your Way, Inc.	\$1,122.00	HR Outsource
* 069969	2/11/2022	Baskett, David	\$200.00	Director's Fees - JAN 2022
* 069970	2/11/2022	Lepper, Robert	\$55.00	Tenant Refund - 2995-C

Subtotal

\$67,459.01

ACH	2/8/2022	PG&E	\$7,585.46	Terminal/Hangar/Admin Electricity
ACH	2/9/2022	Xerox	\$536.53	Copier
ACH	2/9/2022	Umpqua Bank	\$791.71	Credit Card Fees
ACH	2/11/2022	PG&E	\$10,535.94	Terminal/Hangar/Admin Electricity
ACH	2/11/2022	CalPers	\$12,307.72	Employee Health Insurance
ACH	2/14/2022	Ready Refresh	\$94.43	Water Delivery
ACH	2/15/2022	Pacific Premier Bank	\$108.47	Bank Fees - Analysis Activity
ACH	2/15/2022	CalPers	\$5,629.92	Employee Retirement
ACH	2/15/2022	Mass Mutual	\$4,571.56	Employee Paid Retirement
ACH	2/16/2022	PG&E	\$1,190.50	Terminal/Hangar/Admin Electricity

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	2/17/2022	Paychex	\$26,349.95	Payroll
ACH	2/18/2022	Paychex	\$5,720.98	Payroll Taxes
ACH	2/18/2022	Paychex	\$190.12	Paychex invoice
Subtotal			<u>\$75,613.29</u>	
Total			<u><u>\$143,072.30</u></u>	

Balance Sheet

As of January 31, 2022

Current Assets:

Cash and cash equivalents	5,892,300
Restricted - cash and cash equivalents	3,004,358
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(63,657)
Prepaid expenses and deposits	158,152
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Total current assets	8,999,152

Non-current assets:

Note receivable	164,355
Interest Receivable	0
Capital assets, not being depreciated	6,773,283
Depreciable capital assets	21,385,015
Deferred other post-employment benefits outflows	77,902
Deferred pension outflows	445,936
	<hr/>
Total non-current assets	28,846,492

Total assets

37,845,644**Current Liabilities:**

Accounts payable and accrued expenses	159,620
Accrued wages and related payables	3,607
Unearned Revenue (customer prepaid)	0
Hangar and other deposits	111,410
Long-term liabilities - due in one year:	
Compensated absences	36,526
Land improvements payable	21,008
	<hr/>
Total current liabilities	332,171

Long-term liabilities - due in more than one year

Compensated absences	109,578
Land improvements payable	119,043
Total other post-employment benefits liability	373,325
Net pension liability	2,056,379
Deferred pension inflows	92,912
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Total long term liabilities	2,751,237

Total Liabilities

3,083,408**Net position:**

Retained Earnings	35,348,504
Change in Net Position	(586,268)
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Total net position	34,762,236

Total liabilities and net position

37,845,644

Santa Maria Public Airport District
Profit & Loss
As of January 31, 2022

	YTD	PTD	PTD AVG	BUD	% AVG/BUD
Revenues from Operations					
Landing Area					
Landing fees and tiedowns	54,391.41	5,281.62	7,770.20	9,375.91	82.9 %
Fuel flowage fees	46,976.58	4,250.28	6,710.94	6,880.97	97.5 %
Subtotal	101,367.99	9,531.90	14,481.14	16,256.88	89.1 %
Hangar area					
T-Hangar	229,048.00	32,897.00	32,721.14	33,093.38	98.9 %
Corporate T-Hangars	154,889.00	22,127.00	22,127.00	22,121.99	100.0 %
T-Hangar Storage Units	17,507.00	2,501.00	2,501.00	2,497.77	100.1 %
Owner Build Hangars	11,543.00	1,649.00	1,649.00	1,649.00	100.0 %
Subtotal	412,987.00	59,174.00	58,998.14	59,362.14	99.4 %
Main hangar and F.B.O. area					
Main Hangar	80,436.82	10,042.00	11,490.97	10,040.67	114.4 %
Commercial Hangars	215,122.15	31,017.91	30,731.74	28,350.53	108.4 %
Land Leases	57,477.00	8,211.00	8,211.00	14,116.71	58.2 %
Subtotal	353,035.97	49,270.91	50,433.71	52,507.91	96.0 %
Terminal Area					
Car Rental and Ground	103,433.20	9,726.29	14,776.17	10,227.46	144.5 %
Terminal Space Lease	93,080.18	12,949.31	13,297.17	13,324.44	99.8 %
TSA LEO Reimbursement	7,940.00	0.00	1,134.29	1,073.33	105.7 %
Subtotal	204,453.38	22,675.60	29,207.63	24,625.23	118.6 %
Revenue generating land					
Land Lease Recreational	199,766.26	24,621.08	28,538.04	27,107.24	105.3 %
Agricultural Leases	451,688.99	84,668.65	64,527.00	72,207.45	89.4 %
Airport Business Park - on	35,350.00	5,050.00	5,050.00	5,050.00	100.0 %
Airport Hotel	26,565.02	215.00	3,795.00	3,395.45	111.8 %
Airport Mobile Home Park - on	273,641.23	31,000.00	39,091.60	39,971.08	97.8 %
Subtotal	987,011.50	145,554.73	141,001.64	147,731.22	95.4 %
Administrative					
Badging Income			0.00		
Miscellaneous Income			0.00		
Plans and Specs	20.00	0.00	2.86	0.00	
Cares Grant Revenue	419,720.00	419,720.00	59,960.00	177,313.58	33.8 %
Subtotal	419,740.00	419,720.00	59,962.86	177,313.58	33.8 %
Total Revenue from operations	2,478,595.84	705,927.14	354,085.12	477,796.96	74.1 %
			0.00		

Santa Maria Public Airport District
Profit & Loss
As of January 31, 2022

	YTD	PTD	PTD AVG	BUD	% AVG/BUD
Operating Expenses:					
Landing Area	271,592.43	9,058.74	38,798.92	11,854.06	327.3 %
Hangar Area	57,462.21	6,600.14	8,208.89	8,341.17	98.4 %
Main hangar and Commercial	41,061.62	5,461.42	5,865.95	7,309.75	80.2 %
Terminal area	200,668.67	26,629.04	28,666.95	43,716.02	65.6 %
Revenue generating land	195,306.06	2,815.68	27,900.87	33,237.14	83.9 %
Salaries and Benefits	830,878.33	120,611.12	118,696.90	121,280.40	97.9 %
Utilities	45,348.56	5,086.78	6,478.37	7,268.38	89.1 %
Supplies	52,895.25	4,636.60	7,556.46	8,389.68	90.1 %
Maintenance and Repairs	42,466.18	3,272.56	6,066.60	12,016.98	50.5 %
Contractual Services	525,295.83	42,710.20	75,042.26	50,950.51	147.3 %
ARFF Services	209,860.00	209,860.00	29,980.00	74,352.50	40.3 %
Security Services	198,092.90	7,174.05	28,298.99	31,927.33	88.6 %
Dues and Subscriptions	75,570.74	3,150.00	10,795.82	5,950.61	181.4 %
Advertising	64,648.79	3,949.15	9,235.54	9,666.67	95.5 %
Depreciation	1,224,759.00	0.00	174,965.57	0.00	
Insurance	151,494.21	0.00	21,642.03	25,392.95	85.2 %
Business Travel and	27,392.58	1,572.79	3,913.23	6,971.67	56.1 %
Rent Credit	5,726.00	5,726.00	818.00	0.00	
Air Show Expense	0.00	(4,908.00)	0.00	0.00	
Other Miscellaneous Expense	11,708.80	1,704.24	1,672.69	2,419.41	69.1 %
Total Expenses	4,232,228.16	455,110.51	604,604.04	461,045.23	131.1 %
Operating income (loss)	(1,753,632.32)	250,816.63	(250,518.92)	16,751.73	(1495.5) %
Non-Operating Revenues (Expenses):					
PFC Revenue	61,438.05	0.00	8,776.86	6,191.25	141.8 %
Interest Income	13,531.80	433.69	1,933.11	2,249.75	85.9 %
Tax Revenues	1,092,394.79	16,447.08	156,056.40	151,523.08	103.0 %
Total non-operating rev (exp)	1,167,364.64	16,880.77	166,766.37	159,964.08	104.3 %
Net Income	(586,267.68)	267,697.40	(83,752.55)	176,715.81	(47.4) %

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of January 31, 2022

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	40,888.41	52,037.09	(11,148.68)	(21.4 %)
61100-Tiedowns	13,503.00	13,594.28	(91.28)	(.7 %)
61200-Fuel Flowage Fees	46,976.58	48,166.79	(1,190.21)	(2.5 %)
62000-T-Hangar	229,048.00	231,653.66	(2,605.66)	(1.1 %)
62100-Corporate Hangar	154,889.00	154,853.93	35.07	.0 %
62200-Owner Build Hangar	11,543.00	11,543.00	0.00	.0 %
63000-T-Hangar Storage	17,507.00	17,484.39	22.61	.1 %
64100-Main Hangar	80,436.82	70,284.69	10,152.13	14.4 %
64200-Commercial Aviation	215,122.15	198,453.71	16,668.44	8.4 %
64300-Land Lease - Commercial Aviation	57,477.00	98,816.97	(41,339.97)	(41.8 %)
65000-Car Rental	103,433.20	71,592.22	31,840.98	44.5 %
65100-Terminal Space Lease	93,080.18	93,271.08	(190.90)	(.2 %)
66100-Agricultural Lease	451,688.99	505,452.15	(53,763.16)	(10.6 %)
66200-Non Aviation Land Leases	199,766.26	189,750.68	10,015.58	5.3 %
66300-Cell Tower Lease	35,350.00	35,350.00	0.00	.0 %
66400-Mobile Home Parks	273,641.23	279,797.56	(6,156.33)	(2.2 %)
67000-Administrative Income	26,565.02	23,768.15	2,796.87	11.8 %
67100-Plans and Specs	20.00	0.00	20.00	.0 %
67200-Cares Grant	419,720.00	1,241,195.06	(821,475.06)	(66.2 %)
67210-Leo Reimbursement	7,940.00	7,513.31	426.69	5.7 %
69100-Interest and Investment Earnings	13,531.80	15,748.25	(2,216.45)	(14.1 %)
69110-AIP Reimbursement	0.00	4,229,166.69	(4,229,166.69)	(100.0 %)
69120-PFC Revenue	61,438.05	43,338.75	18,099.30	41.8 %
69200-Tax Revenues	1,092,394.79	1,060,661.56	31,733.23	3.0 %
Total Income	3,645,960.48	8,693,493.97	(5,047,533.49)	(58.1 %)
80000-G&A	5,035.59	9,408.56	(4,372.97)	(46.5 %)
80001-MHP - Maintenance	13,095.68	17,085.81	(3,990.13)	(23.4 %)
80002-MHP - MHP Liability Insurance	7,713.60	4,433.31	3,280.29	74.0 %
80003-MHP - Property Management	14,100.00	16,450.00	(2,350.00)	(14.3 %)
80004-MHP - Salaries/ Employee Related Expenses	50,192.89	56,563.50	(6,370.61)	(11.3 %)
80005-MHP - Utilities	83,639.38	108,157.00	(24,517.62)	(22.7 %)
80100-Salaries- Administration	242,062.63	252,137.34	(10,074.71)	(4.0 %)
80101-Salaries - Maintenance & Operations	234,546.41	248,660.86	(14,114.45)	(5.7 %)
80102-Employee Benefits - Other	20,718.23	38,213.42	(17,495.19)	(45.8 %)
80103-Employee Benefits - Other	2,075.20	0.00	2,075.20	.0 %
80104-Employee Benefits - Medical	155,462.26	145,073.25	10,389.01	7.2 %
80105-Medicare Tax	8,321.92	7,494.62	827.30	11.0 %
80106-PERS Retirement	167,691.68	157,383.31	10,308.37	6.5 %
81000-ARFF Services	419,720.00	520,467.50	(100,747.50)	(19.4 %)
81100-Electricity	117,208.56	109,530.82	7,677.74	7.0 %
81200-Natural Gas	3,419.85	5,901.07	(2,481.22)	(42.0 %)
81300-Water	43,989.88	40,549.39	3,440.49	8.5 %
81600-Communications	8,827.57	11,587.10	(2,759.53)	(23.8 %)
81601-Communications - Alarm	7,613.13	7,598.71	14.42	.2 %
81602-Communications - Wireless	8,055.53	11,306.05	(3,250.52)	(28.8 %)
81603-Communications - Access Control	739.44	747.39	(7.95)	(1.1 %)
82400-Supplies Office	20,441.86	48,224.19	(27,782.33)	(57.6 %)
82410-Supplies Shop	22,297.01	23,966.95	(1,669.94)	(7.0 %)
82500-Fuel Expense	14,967.85	12,833.31	2,134.54	16.6 %
83000-Maintenance - Misc	5,659.93	9,481.01	(3,821.08)	(40.3 %)
83001-Maintenance - Lighting	8,928.25	30,464.56	(21,536.31)	(70.7 %)
83002-Maintenance - Generator	2,931.54	9,114.56	(6,183.02)	(67.8 %)
83003-Maintenance - Pavement	12,026.40	23,741.69	(11,715.29)	(49.3 %)
83004-Maintenance - Weed/Wildlife	22,553.11	29,907.50	(7,354.39)	(24.6 %)
83005-Maintenance - Fencing & Gates	6,532.52	12,541.69	(6,009.17)	(47.9 %)
83006-Maintenance - Building	35,775.61	51,759.19	(15,983.58)	(30.9 %)
83007-Maintenance - Fire Alarm	2,908.87	18,756.92	(15,848.05)	(84.5 %)
83008-Maintenance - Drainage	6,972.46	4,666.69	2,305.77	49.4 %

83100-Signs	9,045.06	13,037.50	(3,992.44)	(30.6 %)
84000-Equipment Lease	5,523.69	5,763.66	(239.97)	(4.2 %)
84500-Janitorial	73,472.00	73,472.00	0.00	.0 %
84700-Landscaping	40,592.96	37,601.69	2,991.27	8.0 %
85000-Vehicle Maintenance	17,419.71	43,166.69	(25,746.98)	(59.6 %)
85400-Dues and Membership	75,570.74	41,654.27	33,916.47	81.4 %
86000-Advertising	64,648.79	67,666.69	(3,017.90)	(4.5 %)
86001-Consulting - Admin	396,849.68	292,388.39	104,461.29	35.7 %
86002-Consulting Professional	86,773.40	94,656.94	(7,883.54)	(8.3 %)
86003-Consulting - Legal	60,798.27	36,447.60	24,350.67	66.8 %
86004-Consulting - Security	198,092.90	223,491.31	(25,398.41)	(11.4 %)
86005-Bank Fees	5,000.53	10,274.39	(5,273.86)	(51.3 %)
86015-Depreciation - Hangar Area	47,173.00	0.00	47,173.00	.0 %
86025-Depreciation - Landing Area	762,215.00	0.00	762,215.00	.0 %
86035-Depreciation - FBO	17,428.00	0.00	17,428.00	.0 %
86045-Depreciation - Revenue Gen Land	115,755.00	0.00	115,755.00	.0 %
86055- Depreciation - Terminal Area	180,770.00	0.00	180,770.00	.0 %
86100-Depreciation - Administration	101,418.00	0.00	101,418.00	.0 %
86200-Insurance	151,494.21	177,750.65	(26,256.44)	(14.8 %)
86500-Permits	6,783.95	4,452.56	2,331.39	52.4 %
86600-Education and Recognition	6,059.85	12,483.31	(6,423.46)	(51.5 %)
86700-Business Travel	27,392.58	48,801.69	(21,409.11)	(43.9 %)
86800-Fire Fighting Training	0.00	27,708.31	(27,708.31)	(100.0 %)
87025-Rent Credit	5,726.00	0.00	5,726.00	.0 %
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	4,232,228.16	3,255,024.92	977,203.24	30.0 %
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	(586,267.68)	5,438,469.05	(6,024,736.73)	(88.1 %)
	<hr/>	<hr/>	<hr/>	<hr/>

From: [Email Lafco](#)
To: [Alexander, Jacquelyne](#); [Carbajal, Natasha](#); [generalmanager@ivcsd.com](#); [Guadcem@verizon.net](#); [Rick Bower info@goletacemetery.com](#); [Michael Damron](#); [Kerry Fenton](#); [cclark@losalamoscscd.com](#); [sgarner@vvcscd.org](#); [wendy@syvcsd.com](#); [gh@mhcscd.org](#); [Robert Perrault](#); [Vivian Vickery](#); [Mark E. Powers mpowers@impulse.net](#); [Jspringg@mvmdistrict.org](#); [Marion \(Mar\) Souza](#); [kpark@goletawest.org](#); [rmangus@goletasanitary.org](#); [kimq@carpsan.com](#); [Olsen, Anna](#); [nnorman@ivparks.org](#); [Dorothy Batiste](#); [Susan Koesterer](#); [Steve Popkin](#); [jreed@montecitofire.com](#); [Donnelly, Grace](#); [joslyn@joslynhodsonaccounting.com](#); [Terri2@ix.netcom.com](#); [Ron Jacobs](#); [Oakhillcemetery1@verizon.net](#); [mmartone@syrwd.org](#); [athompson@syrwd.com](#); [Christy Griesemer](#); [Donna Glass](#); [Nicholas Turner](#); [info@goletawater.com](#); [mcapps@goletawater.com](#); [tblakslee@hgcpm.com](#); [norma@cvwd.net](#); [Jerry Estrada](#); [swilliams@montsan.org](#)
Cc: [mdamron@carpsan.com](#); [lgraf@carpsan.com](#); [sscawthon@gmail.com](#); [case@westlandfloral.com](#); [jenaj101@yahoo.com](#); [kwerner@goletawater.com](#); [fborah@goletawater.com](#); [Geyer, Craig](#); [spencer.brandt@islavistacsd.com](#); [catherine.flaherty@islavistacsd.com](#); [pegeensoutar@gmail.com](#); [oilyboyd@yahoo.com](#); [Lisa@lpalmerconsulting.com](#); [tom.fayram.locsd@gmail.com](#); [tprough@montecitowater.com](#); [kcoates@montecitowater.com](#); [Carl Engel](#); [Steve Brown](#); [marty.new@icloud.com](#); [callen@syrwd.com](#); [bmarmee@syrwd.com](#); [Jclay@syrwd.org](#); [Bjoos@syrwd.org](#); [info@summerlandsd.org](#); [directorleemfcd@gmail.com](#); [kmerrill@mesavineyard.com](#); [cbrooks@sbceo.org](#)
Subject: Independent Special District Official Mailed Election Ballot for 2022 LAFCO appointment
Date: Wednesday, February 9, 2022 8:51:40 AM
Attachments: [Mailed Ballot - Regular Special District Member.pdf](#)
[Voting Ballot No. 2 - Alternate Ballot Procedure.pdf](#)

Hi All Presiding Officers & Alternates,

Please find your Official Mailed Ballot for 2022 Special District Selection Election. Please take the matter to your Board, if necessary, and return by the deadline.

Ballot No.1 - Regular Special District Member

Please cast your Districts vote by sending one signed ballot back to me at this email by the Presiding Officer or their Alternate. You may also hand deliver or U.S. mail to the LAFCO Office **by April 11, 2022.**

Pursuant to Government Code Section 56332 (f) a meeting of the special district selection committee was deemed not feasible by the executive officer and Elections may be conducted by electronic mail.

Call for Nominations have been completed which ran from November 22, 2021, to January 24, 2022. Two candidates were nominated which can be found on the ballot. **All Ballots shall be returned within 60-days by April 11, 2022.** For an election to be valid, at least a quorum of the special districts must submit valid ballots.

Ballot No.2 - Alternate Nomination and Election Procedure

In addition to the Election of Special District LAFCO representative, please cast your vote regarding future Independent Special District Election procedures. By majority vote of the Presiding Officer, a "Yes" vote on Ballot No.2 means all future Nominations and Elections will be ran by the Mailed Ballot process. **All Ballots shall be returned within 60-days by April 11, 2022.** In order to move to all mailed ballot procedure, at least a quorum of the special districts must submit valid ballots regarding this question.

Thank you for your participation in this Election.

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Submit No Later than 5:00 pm, Monday, April 11, 2022

OFFICIAL BALLOT No. 1

Election of Regular Special District Member on Santa Barbara LAFCO

Vote for one of the following **Regular Special District Member** nominees:

<input type="checkbox"/>	Edward Fuller – Goleta Sanitary District
<input type="checkbox"/>	Jay Freeman, Incumbent – Isla Vista CSD

Name of Independent Special District

Signature

Print Name

Title (please check one)

- ☐ Presiding Officer of the Special District Board
- ☐ Board member alternate designated by Special District Board to vote in this election. (Gov. Code sec. 56332(a).)

Date: _____

Each returned ballot shall be signed by the presiding officer or his or her alternate as designated by the district governing body. (Gov. Code sec. 56332(a) & (c)(5).)

The voting member should submit his or her ballot directly to LAFCO by hand or U.S. mail to Jacquelyne Alexander, SANTA BARBARA LAFCO, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101, or via email to lafco@sblafco.org, or Fax to (805) 568-2249

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;">NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to lafco@sblafco.org</p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: <u>12/29/21</u></p>
<p>Please print in ink or type</p>	
<p>POSITION SOUGHT: Regular Special District Member</p>	
<p>NAME OF NOMINEE: <u>EDWARD FULLER</u></p>	
<p>NOMINEE'S DISTRICT: <u>GOLETA SANITARY DISTRICT</u></p>	
<p>MAILING ADDRESS: <u>5860 Mandarin Dr. C</u> <u>Goleta, CA 93117</u></p>	
<p>Phone: Bus. _____ Cell: <u>805 570-6988</u></p>	
<p>SIGNATURE OF NOMINATOR:</p> <p style="text-align: center;"><u>GOLETA SANITARY DISTRICT</u> Name of Independent Special District</p> <p style="text-align: center;"><u><i>Gerry D. Smith</i></u> Signature</p> <p style="text-align: center;"><u>GERRY D. SMITH</u> Print Name</p> <p>Nominator Title (please check one)</p> <p><input checked="" type="checkbox"/> Presiding Officer of the Special District Board</p> <p><input type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p>Date: <u>12/20/2021</u></p>	

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member: This information will be distributed to all independent special districts.

Local Agency Formation Commission
Edward Fuller Bio
December 29, 2021

Ed Fuller came into this world at Santa Barbara's Saint Francis Hospital in 1956 and has spent his entire life residing on the south coast of Santa Barbara County. He has attended local schools including Garfield, Isla Vista, Goleta Valley Junior High, Dos Pueblos Senior High, Santa Barbara City College, and extension classes at University of California Santa Barbara. Areas of study have been business, marketing, real estate, and mediation. He has received a Certificate in Professional Accounting from UCSB Extension and completed the Pepperdine/Caruso School of Law C.A.R. Mediation Training. He has completed diverse professional course work through the National Association of REALTORS covering many aspects of land use and real estate related issues.

As one of the 1,400 members of the Santa Barbara Association of REALTORS® he served as a Director for nine years and as President in 2014. In 2016 was awarded Honorary Member for Life. For four years starting in 2014 he served as a Director of the 200,000 member California Association of REALTORS® and in 2014 was a Delegate to the 1,400,000 member National Association of REALTORS® convention. He has been a member of the Santa Barbara Rental Property Association since 1974 and served six years on its Board of Directors. Organizational memberships have included the League of California Cities, Citizen's Planning Association of Santa Barbara, and many years as President of his Home Owners Association.

Throughout his life he has been an astute observer of local current events, issues and legislation including land use and transportation concerns. In 2014 he was appointed to the City of Goleta Planning Commission and served until his election in 2020 to the Goleta Sanitary District. In 2016 he made an unsuccessful run for California State Assembly 37th District based on his platform calling for the return of local planning issues to local communities. He received 36% of the vote in the General Election.

A lifelong bachelor, he has two brothers, one deceased from COVID, nine nieces and nephews, and twelve great nieces and nephews.

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

**NOMINATION FOR REGULAR SPECIAL
DISTRICT MEMBER**

Return to: Executive Officer
Santa Barbara LAFCO
105 East Anapamu Street, Room 407
Santa Barbara CA 93101
or FAX to (805) 568-2249 or email to lafco@sblafco.org

LAFCO STAFF USE

Date Received: 1/20/22

Please print in ink or type

POSITION SOUGHT: Regular Special District Member

NAME OF NOMINEE: Jay Freeman

NOMINEE'S DISTRICT: Isla Vista Community Services District

MAILING ADDRESS:

970 Embarcadero del Mar Suite 101

Isla Vista, CA 93117

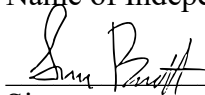
π

Phone: Bus. (805) 770-2752 . Cell: _____

SIGNATURE OF NOMINATOR:

Isla Vista Community Services District

Name of Independent Special District



Signature

Spencer Brandt

Print Name

Nominator Title (please check one)



Presiding Officer of the Special District Board



Presiding Officer's alternate as designated by Special District
Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)

Date: January 12, 2022

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Submit No Later than 5:00 pm, Monday, April 11, 2022

OFFICIAL BALLOT No. 2

Approval of All Mailed Ballot Process for Nomination and Election of
Special District Members on Santa Barbara LAFCO

Vote for one of the following **Alternate Nomination and Election Procedure:**

<input type="checkbox"/>	Yes (all mailed ballot process)
<input type="checkbox"/>	No (keep process the same)

Name of Independent Special District

Signature

Print Name

Title (please check one)

- ☐ Presiding Officer of the Special District Board
- ☐ Board member alternate designated by Special District Board to vote in this election. (Gov. Code sec. 56332(a).)

Date: _____

Each returned ballot shall be signed by the presiding officer or his or her alternate as designated by the district governing body. (Gov. Code sec. 56332(a) & (c)(5).)

The voting member should submit his or her ballot directly to LAFCO by hand or U.S. mail to Jacquelyne Alexander, SANTA BARBARA LAFCO, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101, or via email to lafco@sblafco.org, or Fax to (805) 568-2249

February 10, 2022

Santa Maria Airport District
Chris Hastert, General Manager
3249 Terminal Drive
Santa Maria, CA 93455

Re: Santa Maria Airport Business Park Specific Plan Support

Dear Mr. Hastert:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Santa Maria Airport District ("Client") for providing Planning and Engineering services to support the preparation of a replacement Specific Plan for the Airport Business Park. Kimley-Horn will provide support services, as outlined below, to RRM Design.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 Client Project Coordination

Regular project status briefings will take place throughout the effort. These briefings will take place in person or via a telephone call or email between the Client, the RRM Design Team, and Consultant's team. These briefings will include status reports of current work, upcoming meetings and work efforts and discussion of any challenges in the study effort which may affect the schedule, process or budget. This scope of services anticipates regular email, text and phone call communication with the Airport's Project Manager throughout the course of the study. As requested, Kimley-Horn will attend meetings with the Airport Board, City Staff, Planning Commission, and City Council. This Scope of Services will be billed on a time and materials basis.

Task 2 FAA Coordination

This task includes supporting the client in their discussions with the FAA regarding the use of land or interaction of the land with the airfield and other Airport features. Using base files prepared by RRM, Kimley-Horn will prepare exhibits for FAA review that consists of the proposed land uses, aircraft safety areas, aircraft approach surfaces, and noise contours identified in the most recent Airport Layout Plan on file with the District. This task is limited to the exhibits and meetings defined above. Other requests from the FAA will be subject to an amendment to this scope of services.

Task 3 Development of Facility Concepts

Kimley-Horn will facilitate a meeting with the Airport Manager, Real Estate Committee, and RRM team members to identify potential land use types and core infrastructure elements necessary to support such development. This will be based on preliminary infrastructure maps that RRM has produced, and some suggested types of land uses that RRM has identified. Kimley-Horn will prepare a PowerPoint presentation to assist in the collaboration during the meeting. Three members of the

Consultant team will attend the workshop in-person with airport and RRM.

Kimley-Horn will take rough sketches and notes from workshop and assemble into a document that captures the progress that was achieved.

Kimley-Horn will review concepts to determine if there are any issues that may be at odds with the core aeronautical functions of the Airport. This includes a review of 14 CFR Part 77 imaginary surfaces.

Task 4 Specific Plan Circulation Concepts and Traffic Study

Task 4.1 – Circulation Concepts

Kimley-Horn will prepare the Circulation section of the Specific Plan. Kimley-Horn will provide recommendations for the transportation infrastructure within the Specific Plan area, including recommended cross-sections for the on-site roadways; recommended primary and secondary access locations, both from the major through routes, as well as from the cross streets; location of parking fields; and recommended traffic control throughout the Specific Plan area. The Circulation section will also address potential locations of facilities to encourage alternative travel modes, such as transit stops, transit passenger amenities, and pedestrian and bicycle facilities; and facilities to encourage ride-sharing throughout the Specific Plan area.

Kimley-Horn, using proposed building use and size provided by RRM, will prepare a high-level capacity analysis using the latest ITE Trip Generation Manual to determine needed roadway capacity for ingress and egress of the Study Area.

Task 4.2 – Traffic Study

Task 4.2.1: Input Data Coordination and Verification

Kimley-Horn will attend a virtual kick-off meeting to discuss the model and assumptions prepared previously for the development of VMT guidelines. Kimley-Horn will coordinate with the Client and City staff to verify planned land use and socio-economic data (SEO) to be used in modeling. Kimley-Horn assumes that the land uses in SBCAG Travel Demand Model will be used as the baseline for this update, and that no additional model runs will be required for existing baseline 2016 and 2040 conditions. Kimley-Horn will engage in ongoing coordination with the City to ensure that the traffic study forms the basis for the required CEQA analysis for the Specific Plan.

Deliverables:

- One virtual kick-off meeting
- Summary of land use, network changes, and SEO to be used in the modeling assessment.

Task 4.2.2: Model Assessment and VMT Assessment

Kimley-Horn will perform model runs for VMT analysis based on the Specific Plan Build Scenario. The model runs will generate VMT per land use (residential, retail, and light industrial land uses) consistent with the City's Transportation Impact Analysis Guidelines. VMT will be compared to the 2016 baseline VMT values to determine any significant impacts. A second model run will be completed for a modified land use scenario to determine if a reduced level of significant impact can be achieved.

We will provide relevant Travel Demand Management (TDM) mitigation measures based upon the published measures in the City's guidelines. Because there is no standard way of evaluating those measures in the model, further analysis of the mitigation measures is not included in our scope.

Deliverables:

- 2040 No Build Scenario VMT by land-use
- 2040 Specific Plan Build Scenario VMT by land-use

Task 4.2.3: VMT Documentation

Kimley-Horn will document the methods and results of the analyses performed in Tasks 1-2 in a technical memorandum format with graphics, as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum to the Client and City. Kimley-Horn will address and respond to one set of non-conflicting comments and submit a final copy of the memorandum electronically. Kimley-Horn will attend up to four (4) virtual coordination and technical meetings with the Client and City staff as needed.

Deliverables:

- Up to four virtual coordination and technical meetings
- Draft Memorandum
- Final Memorandum

Task 4.2.4: LOS Assessment

Kimley-Horn will prepare a LOS Assessment for the Project based on the Traffic Analysis Methodology in the City's latest guidelines.

Subtask 4.2.A- Data Collection

Kimley-Horn will collect turning-movement traffic counts at up to 10 intersections and Average Daily Traffic (ADT) counts at up to six (6) roadway segments. The traffic counts will include counts of vehicles, bicyclists, and pedestrians at the intersections for AM and PM peak periods.

To account for any traffic volume impacts as a result of COVID-19, we will request historical traffic counts from the City. If historical counts are available, we will develop a conversion factor to adjust the current {2021} counts to their typical level.

Subtask 4.2.B - Trip Generation & Distribution Analysis

We will calculate the Project trip generation based on the ITE Trip Generation Manual, 10th Edition. The directional orientation of the project trips will be estimated based upon a combination of information. This includes: general traffic patterns in the study area, other recently completed traffic studies in the area, and Los Angeles County Congestion

Management Program (CMP) data. Based on the trip generation and distribution, Project volumes will be calculated for the study intersections.

Subtask 4.2.C - LOS Analysis

We will conduct a LOS analysis at the study intersections for existing, future no build, and future with build scenarios. The analysis will be based upon Highway Capacity Manual (HCM) methodology per City's guidelines.

Subtask 4.2.D - Local Transportation Assessment Memorandum

We will prepare a Local Transportation Assessment technical memorandum documenting the study procedure, methodology, and results. Kimley-Horn will prepare and submit an electronic

(PDF) copy of the memorandum to the Client and City. Kimley-Horn will address and respond to one set of non-conflicting comments and submit a final copy of the memorandum electronically.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Civil engineering or design services
- Preparation of technical studies
- Review of technical studies for technical accuracy
- Additional review cycles
- Preparation of CEQA documents
- Any other services not expressly included above

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the Services in Tasks 1 - 3 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. Based on current information, Kimley-Horn estimates that labor fees will be approximately \$40,000. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates. Kimley-Horn will perform the services in Task 4 on a labor fee plus expense basis with a maximum labor fee of \$70,000.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the

Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Santa Maria Airport District.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us [with a retainer of _____]. We will commence services only after we have received a fully-executed agreement and a retainer in the amount of \$_____. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jennifer Steen
Assistant Secretary



Pearse Melvin, P.E.
Vice President
CA PE 63346

SANTA MARIA AIRPORT DISTRICT

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.