



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

**Thursday
August 26, 2021**

**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: Brown, Engel, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD AUGUST 12, 2021.**
- 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	c) Financial Statements
b) Budget to Actual	d) Budget Deviations
- 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.

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7. **DISCUSSION AND DIRECTION TO STAFF REGARDING HANGAR RATES FOR TENANTS HOUSING NON-AIRWORTHY AIRCRAFT IN DISTRICT HANGARS.**
8. **DISCUSSION AND DIRECTION TO STAFF REGARDING AIRPARK DRIVE EXTENSION PHASE 1 (RUNWAY THRESHOLD RELOCATION).**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF GROUND LEASE BETWEEN THE DISTRICT AND MARTIN TESTA, DBA TESTA CATERING FOR THE VEHICLE PARKING LOT.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE RENEWAL AGREEMENT BETWEEN THE DISTRICT AND PRODIGIQ.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR THE SANTA MARIA AIRPORT BUSINESS PARK SPECIFIC PLAN.**
12. **AUTHORIZATION FOR DISTRICT COUNSEL TO ENGAGE DEMOGRAPHICS CONSULTANT, COOPERATIVE STRATEGIES, TO ASSESS THE DISTRICT’S VOTING AREAS AND THE 2020 CENSUS DATA.**
13. **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 111-231-10, APN 111-231-11, APN 111-231-17, APN 111-291-033 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445.

d) 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.

14. DIRECTORS' COMMENTS.

15. ADJOURNMENT.

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD AUGUST 12, 2021

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 Brown, Rafferty, Adams and Baskett. General Manager Hastert, Manager of Finance & Administration Reade and District Counsel George. Director Engel was absent.

1. MINUTES OF THE REGULAR MEETING HELD July 22, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held July 22, 2021. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – Director Rafferty met with a group and a tour of the airport was conducted.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met to discuss the Business Park Specific Plan with RRM.
3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the Board of a recent crime perpetrated on airport property. He notified them of a NOTAM that was issued and spoke about the SWAAAE Summer Conference he recently attended.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

 - a) Demand Register. The Demand Register, covering warrants 069253 through 069370 in the amount of \$467,703.83 was recommended for approval as presented. Director Adams made a Motion to accept the Demand Register as presented. Director Rafferty Seconded and it was carried by the following roll call vote. Directors 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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Mr. George Bernard requested to speak regarding issues he has had with his hangar neighbor.

7. Authorization for the President and Secretary to execute the Second Amendment of Building Lease between the District and Central City Surplus. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
8. Certification of committee rankings of video surveillance and access control proposals and approval to contract with top three ranked vendors. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
9. Authorization for the President and Secretary to execute the First Amendment of Lease between the District and International Emergency Services, Inc. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty and Adams voted “Yes”. Director Baskett abstained.
10. Consent to sublease between International Emergency Services, Inc. and Cirrus Verijet Holding Company, LLC. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty and Adams voted “Yes”. Director Baskett abstained.
11. Authorization for three individuals to attend the ACA Annual Conference to be held September 14-17, 2021, in South Lake Tahoe, CA. Director Adams made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
12. CLOSED SESSION. At 7:29 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 111-231-10 and 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. Smith, Santa Barbara Superior Court Case No. 20CV04445

- c) 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

At 7:53 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

13. DIRECTORS' COMMENTS: Director Rafferty had no comments.

Director Adams asked for an update on Hangar Street.

Director Baskett addressed Mr. Bernard's comments.

Director Brown asked for an item regarding non-airworthy aircraft to be added to a future agenda.

14. ADJOURNMENT. President Brown asked for a Motion to adjourn to a Regular Meeting to be held on August 26, 2021, at 7:00 p.m. via a virtual meeting. Director Baskett made that Motion, Director Rafferty Seconded and it was carried by the following roll call vote. Directors 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 7:56 p.m. on August 12, 2021.

Steve Brown, President

Hugh Rafferty, Secretary

Monthly Activity Report

July



AGENDA ITEM

3a

8/26/2021

Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	139	1	99%
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	5
Corporate/Corporate T-Hangar	19

Monthly Activity

	Jul-20	Jun-21	Jul-21	%Change
Operations	3,010	3,262	3,077	2%
Noise/Nuisance Complaints	0	1	0	
Jet\100LL Fuel (Gallons)	177,639	118,262	102,331	-42%

Enplanments

	Jul-20	Jun-21	Jul-21	%Change
Allegiant	1,028	3651	3,926	282%
Central Coast Shuttle	24	394	569	2271%

Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHD flights
Allegiant	38	66%	63%

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 069371 to 069417 and electronic payments on Pacific Premier Bank and in the total amount of \$156,344.50.

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 069371 to 069417 and electronic payments on Pacific Premier Bank in the total amount of \$156,344.50 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 AUGUST 26, 2021.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069371	8/13/2021	American Industrial Supply	10.66	Lighting & Nav Aid Maint.
* 069372	8/13/2021	AT&T	44.63	Phone Service
* 069373	8/13/2021	BMI PacWest	11,352.00	Buildg. Maint. - Terminal
* 069374	8/13/2021	CARR'S BOOT SHOP	184.86	Safety Equipment
* 069375	8/13/2021	Consolidated Electrical Distributors, Inc.	201.62	Lighting Maintenance
* 069376	8/13/2021	Clark Pest Control	788.00	Weed/Vector Control
* 069377	8/13/2021	Comcast Business	2,205.77	Cable/Internet Shop
* 069378	8/13/2021	Fence Factory	447.37	Fencing & Gates
* 069379	8/13/2021	Ferguson Enterprises, Inc.	289.81	Buildg. Maint.
* 069380	8/13/2021	Grainger	175.27	Small Tools
* 069381	8/13/2021	J.D. Humann Landscape Contr.	4,984.64	Landscape Maintenance
* 069382	8/13/2021	McMasters and Carr	254.53	Building Maint. - Terminal
* 069383	8/13/2021	Mission Uniform Service	161.75	Uniform Service
* 069384	8/13/2021	Mr. Backflow	300.00	Maint. - Backflow Valve
* 069385	8/13/2021	Napa Auto Parts	46.14	Auto parts
* 069386	8/13/2021	Outdoor Supply Hardware	999.25	Hardware & Supplies
* 069387	8/13/2021	Pacific Telemanagement Services	230.92	Pay Phone Service
* 069388	8/13/2021	PAPE KENWORTH	531.34	Heavy Equipment Maint.- Mech.
* 069389	8/13/2021	Pat's Automotive	1,392.86	Auto Maint. - Mechanical
* 069390	8/13/2021	Santa Barbara LAFCO	5,884.00	Pro-Rata Share/ LAFCO's Budget
* 069391	8/13/2021	Service Star	11,527.08	Janitorial Service
* 069392	8/13/2021	Smith's Alarms & Electronics Inc.	630.00	Fire Alarm Service
* 069393	8/13/2021	Trinity Landscape Center	155.16	Building Maint. - Shop
* 069394	8/13/2021	VTC Enterprises	70.00	Trash - Paper Recycling
* 069395	8/13/2021	Winema Industrial & Safety Supply	98.66	Safety Equipment
* 069396	8/19/2021	Advantage Answering Plus	576.10	Answering Service
* 069397	8/19/2021	AT&T	44.64	Phone Service

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069398	8/19/2021	Bartlett, Pringle & Wolf	894.50	Computer Support
* 069399	8/19/2021	Bomar Security & Investigation	1,072.00	Security Service
* 069400	8/19/2021	Central City Tool Supply, Inc.	217.26	Small Tools
* 069401	8/19/2021	Central Coast Shuttle	600.00	Planning and Marketing
* 069402	8/19/2021	Clark Pest Control	423.00	Weed/Vector Control
* 069403	8/19/2021	Coastline Equipment Company	98.78	Heavy Equipment Maint.- Mech.
* 069404	8/19/2021	Comcast	1,235.68	Cable/Internet /Digital Voice
* 069405	8/19/2021	De Lage Landen	106.37	Lease/Maint. - Copier
* 069406	8/19/2021	Fence Factory	96.05	Fencing & Gates
* 069407	8/19/2021	Frontier Communications	198.39	Telephone Service
* 069408	8/19/2021	Jack's All American Plumbing	255.00	Building Maint. - Hangar Area
* 069409	8/19/2021	Lab, Elizabeth	383.00	Lease Termination Refund
* 069410	8/19/2021	McMasters and Carr	47.50	Building Maint. - Terminal
* 069411	8/19/2021	Mission Uniform Service	161.75	Uniform Service
* 069412	8/19/2021	Napa Auto Parts	95.66	Auto parts
* 069413	8/19/2021	Carla Osborn	407.09	Reimbursement
* 069414	8/19/2021	Pathpoint	1,907.55	Airport Maintenance Service
* 069415	8/19/2021	RRM Design Group	885.00	Consulting Service
* 069416	8/19/2021	SM Valley Chamber of Commerce	48,000.00	Planning and Marketing
* 069417	8/19/2021	WageWorks	100.00	Cafeteria Plan - Admin. Fee

Subtotal

\$100,771.64

ACH	8/10/2021	Umpqua Bank	60.94	Credit Card Fee
ACH	8/11/2021	CalPers	14,174.47	Health Insurance
ACH	8/13/2021	Pacific Premier Bank	97.98	Bank Fees - Analysis Activity

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	8/13/2021	PG&E	1,064.41	Terminal/Admin/Main Hangar
ACH	8/17/2021	CalPers	5,745.88	Employee Retirement
ACH	8/18/2021	Mass Mutual	4,328.14	Employee Paid Retirement
ACH	8/19/2021	Paychex	24,612.21	Payroll
ACH	8/20/2021	Paychex	183.65	Paychex Invoice
ACH	8/20/2021	Paychex	5,305.18	Payroll Taxes
		Subtotal	<u>\$55,572.86</u>	
		Total	<u><u>\$156,344.50</u></u>	

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
71110-100	Electricity - Landing Area	21,199	20,254	945
71110-455	Electricity - Hotel Ramp	1,318	1,531	(213)
71120-150	ARFF Services	813,391	812,620	771
71220-100	Signs	11,130	10,100	1,030
71310-100	Lighting & Nav Aid Maintenance	12,095	11,125	970
71323-100	Runway Generator Maintenance	5,883	4,600	1,283
71330-100	Pavement - Runways & Taxiways	2,020	13,000	(10,980)
71331-100	Pavement - Ramps & Tiedowns	999	10,850	(9,851)
71345-100	Weed/Wildlife Abatement	38,360	61,870	(23,510)
71350-100	Fencing & Gates	2,730	5,800	(3,070)
72110-200	Electricity - Hangars	24,232	21,987	2,245
72130-200	Water/Sewer - Hangar	3,023	2,705	318
72150-200	Emergency Phones - Hangars	2,338	2,187	152
72260-200	Landscaping Hangar Area	7,783	7,884	(100)
72290-200	Miscellaneous Hangar Supplies		1,400	(1,400)
72300-200	Maintenance - Hangar Area	44,720	19,900	24,820
72310-200	Lighting Maintenance - Hangars	5,828	7,000	(1,172)
72311-200	Janitorial Sv Hangar Area	13,860	13,860	-
72328-200	Fire Extinguisher Service - Hangar	620	1,500	(880)
72331-200	Pavement - Ramp - Hangars		11,250	(11,250)
72350-200	Fencing & Gates	777	3,050	(2,273)
72445-200	Fire Alarm Service - Hangars	5,517	4,903	614
72480-200	Waste Oil Removal	1,589	1,750	(161)
73700-721	Owner Build - Water/Sewer	1,259	954	305
73700-722	Owner Build - Electricity	247	250	(3)
73700-723	Owner Build - Restroom Janitorial	2,520	2,520	-
73700-724	Owner Build - Maintenance	401	1,000	(599)
74110-203	Electricity - Main Hangar	41,917	35,004	6,913
74110-204	Utilities - 3940 Mitchell Rd.	332	262	70
74120-203	Gas- Main Hangar	1,870	1,723	146
74130-125	Water/Refuse - Paint Hangar	6,822	4,920	1,902
74130-203	Water/Refuse - Main Hangar	5,002	5,257	(255)
74150-125	Emerg Phone Lines - Paint Hangar	2,329	2,402	(74)
74150-203	Emerg Phone Lines - Main Hangar	801	1,034	(233)
74260-400	Landscaping - FBO	1,255	1,270	(16)
74300-400	Building Maintenance - FBO	10,272	13,250	(2,978)
74311-203	Janitorial Sv Main Hangar & FBOs	2,520	2,520	-
74311-218	FBO - Water/Refuse/Sewer	1,867	1,403	464
74315-400	Fire Sprinkler Maintenance	446	2,500	(2,054)
74331-400	Pavement - Ramps & Tiedowns	28	2,000	(1,972)
74340-400	Drainage Maintenance	1,357	2,000	(643)
74350-400	Fencing & Gates	3,970	5,600	(1,630)
74445-125	Fire Alarm Service - Paint Hangar	840	420	420
74445-203	Fire Alarm Service - Main Hangar	1,015	420	595
75110-249	Electricity - Terminal	77,937	98,660	(20,723)
75120-249	Gas - Terminal	7,768	5,734	2,034
75130-249	Water/Refuse/Sewer - Terminal	13,285	17,525	(4,240)

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
75150-249	Emergency Phone Lines - Terminal	7,707	7,818	(111)
75150-250	Pay Phone Service - Terminal	2,771	2,735	36
75150-300	Audio & Video Monthly Charges	3,213	3,211	2
75220-250	Signs	978	3,250	(2,272)
75255-250	Janitorial Sv Terminal Area	95,982	95,712	270
75260-250	Landscaping - Terminal	34,223	34,593	(369)
75300-249	Building Maint. - Terminal	31,937	48,950	(17,013)
75300-339	Building Maintenance - Fire Station	3,252	5,730	(2,478)
75310-240	Lighting Maintenance - Terminal	17,562	16,348	1,214
75310-249	Lighting Maintenance - Terminal	2,448	4,000	(1,552)
75310-339	Lighting Maintenance - Fire Station	175	100	75
75323-249	Generator Maint - Terminal	1,254	2,500	(1,246)
75323-339	Generator Maintenance - Fire Station	1,147	2,500	(1,353)
75333-250	Pavement - Roads - Terminal Area	8,454	14,000	(5,546)
75350-250	Fencing & Gates - Terminal	2,672	4,550	(1,878)
75465-249	Automatic Door Maintenance	888	6,000	(5,112)
75475-249	Interior Plant Service - Terminal	3,300	3,800	(500)
75700-740	Terminal Accessories	8,275	13,360	(5,085)
75700-761	Fire Fighting Equipment	637		637
76110-300	Electric - Street Lights	2,213	2,009	204
76110-310	Electric - Retention Dam Pumps	3,631	3,213	418
76140-300	Recycled Water		2,250	(2,250)
76220-250	Signs	925	1,000	(75)
76260-300	Landscaping - RGL	20,374	16,640	3,734
76290-300	South Well Repairs		500	(500)
76310-300	Street Light Maintenance		500	(500)
76340-300	Drainage Maintenance	1,573	6,000	(4,427)
76345-300	North Well Repairs		1,500	(1,500)
76350-300	Fencing & Gates	6,698	2,500	4,198
76360-300	Stormwater Retention Facilities	4,847	3,400	1,447
76700-750	MHP - Salaries	95,307	94,600	707
76700-752	MHP - Maintenance	22,285	30,375	(8,090)
76700-753	MHP - MHP Liability Insurance	7,697	6,865	833
76700-754	MHP - Utilities	189,876	159,320	30,556
76700-755	MHP - Property Management	28,200	28,200	-
76700-757	MHP - G&A	12,797	10,805	1,992
87010-451	General Manager	162,858	163,073	(214)
87010-452	Manager of Operations and Maintenance	101,205	101,346	(141)
87010-453	Manager of Finance and Administration	96,386	96,528	(141)
87010-454	Operations Officer	57,810	57,887	(77)
87010-455	Administrative Assistant	62,962	65,136	(2,175)
87010-456	Maintenance Foreman	77,379	76,902	477
87010-457	Maintenance Workers III	16,413	17,144	(731)
87010-458	Maintenance Worker I	108,835	123,234	(14,399)
87010-459	Maintenance Worker II	894		894
87010-460	Accounting Clerk	58,406	61,473	(3,067)
87010-462	Receptionist	47,827	45,772	2,055

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
87010-463	Maintenance Worker IV	38,879	36,757	2,122
87020-473	Longevity Pay	26,937	26,960	(23)
87020-480	Leave Annual Expense	39,316		39,316
87030-481	Medicare Tax	13,641	12,647	994
87030-482	Medical Insurance	241,706	244,027	(2,321)
87030-483	Dental Insurance	9,993	10,746	(752)
87030-484	Auto Allowance	13,782	13,800	(18)
87030-485	Life Insurance	3,830	5,383	(1,553)
87030-486	Disability Insurance	5,711	7,088	(1,377)
87030-487	PERS Retirement	258,945	254,206	4,739
87030-488	Worker's Compensation	21,813	27,106	(5,293)
87030-489	Employee Vision Coverage	1,350	1,408	(59)
87030-495	Unemployment Claims	4,474	4,474	0
87110-150	Electricity - Shop	3,053	2,976	76
87110-217	Electricity - Administration Building	11,103	12,827	(1,724)
87120-150	Gas - Shop	281	256	25
87120-217	Gas - Administration Building	979	812	168
87130-150	Water/Refuse - Shop	3,385	3,055	330
87130-217	Water/Sewer - Administrative Building	2,410	1,544	866
87130-500	Water - Landscaping	28,541	19,984	8,557
87140-500	Trash - Paper Recycling	1,052	1,590	(539)
87160-150	Shop Phone	222		222
87160-501	Cellular Phone	10,014	14,750	(4,736)
87160-502	Security Phone Lines	1,258	1,296	(38)
87160-504	Telephone Expense	6,908	6,801	107
87160-505	Telephone Expense	1,281	1,235	46
87160-507	Administration Office - Fax Line	1,705	1,686	18
87160-509	Tower & Fire Station	3,756	3,200	557
87160-510	Shop Phone	2,600	2,539	61
87160-511	Answering Service	3,519	3,543	(25)
87210-500	Security Supplies	32	3,400	(3,368)
87230-500	Janitorial Supplies	7,356	13,181	(5,825)
87240-150	Tools - Shop	360		360
87240-500	Small Tools	7,365	9,042	(1,677)
87260-150	Shop Supplies	3,114	4,550	(1,436)
87270-531	Fuel Expense - Gas/Oil	10,901	9,801	1,099
87270-532	Fuel Expense - Diesel Fuel/Oil	8,677	12,206	(3,529)
87275-500	Solvent	756	1,000	(244)
87280-546	First Aid	578	795	(217)
87280-547	Safety Equipment	7,908	3,650	4,258
87280-548	Training Supplies		600	(600)
87286-500	Uniform Service	9,714	7,907	1,807
87290-500	Sundries	3,648	4,517	(870)
87300-150	Building Maintenance - Shop	4,341	3,650	691
87300-217	Bldg. Maint - Admin Bldg.	4,618	10,100	(5,482)
87321-150	Equipment Maintenance - Shop	411	750	(339)
87322-500	Radio Maintenance	2,475	3,053	(579)

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
87324-521	Copier	8,295	7,695	600
87324-523	Maintenance - Postage Machine	1,615	1,452	163
87328-500	Fire Extinguisher Service		3,050	(3,050)
87360-536	Automotive Maintenance	8,820	8,000	820
87360-537	Maintenance - Tires	3,064	4,000	(936)
87370-541	Heavy Equipment Maint	26,792	25,500	1,292
87370-542	Heavy Equipment Tires	281	10,000	(9,719)
87370-543	ARFF Vehicle Maintenance	57,768	25,500	32,268
87380-554	Fuel System - Fire Alarm Service	420	1,420	(1,000)
87400-500	Directors Fees	19,900	21,000	(1,100)
87412-500	Payroll Processing Fees	5,475	5,363	112
87414-500	Annual Audit	36,359	29,288	7,071
87420-500	Legal Counsel Services	61,021	65,730	(4,709)
87422-501	Real Estate Commission	60,636	60,636	(0)
87432-500	Consulting Services	300		300
87440-500	Security Service	292,325	382,945	(90,620)
87443-500	Security Sys Maint & Repairs	12,603	39,000	(26,397)
87450-500	Janitorial Service - Admin	11,340	11,712	(372)
87470-500	Landscaping Services	5,060	5,124	(64)
87472-500	Landscaping Contingencies	16,559	5,000	11,559
87475-500	Internet/Web Page Maintenance	27,130	43,440	(16,310)
87510-562	Bank Fees	17,806	13,390	4,416
87520-566	Freight & Common Carrier	81	705	(624)
87520-567	Postage	1,440	1,000	440
87520-568	Printing & Stationery		550	(550)
87520-570	Misc. Office Supplies	7,606	13,662	(6,056)
87520-572	Books & Publications	190	2,572	(2,382)
87530-581	Computer Supplies	7,024	18,290	(11,266)
87530-583	Computer Support Services	101,206	114,956	(13,750)
87540-600	Dues and Memberships	5,539	5,493	46
87540-601	Dues -AAAE	3,525	4,100	(575)
87540-603	Dues - SWAAAE	760	340	420
87540-605	Dues - Chamber of Commerce	8,050	8,000	50
87540-606	Dues - National Notary Association		150	(150)
87540-607	Dues - CSDA	7,253	7,667	(414)
87540-608	Dues - AAEE Storm Water	4,950	4,950	-
87540-610	Costco Membership	240	165	75
87540-618	Santa Maria Times		150	(150)
87540-628	Pro-rata Share of LAFCO	2,515	2,926	(411)
87600-596	Advertising - Legal	440	1,000	(560)
87600-599	Advertising - Airport Advertising	172,632	156,500	16,132
87610-100	Depreciation - Landing Area	1,489,052	1,328,549	160,503
87610-200	Depreciation - Hangar Area	102,020	119,633	(17,613)
87610-250	Depreciation - Terminal Area	380,844	365,767	15,078
87610-300	Depreciation - RGL	231,187	245,697	(14,510)
87610-400	Depreciation - FBO	44,669	53,524	(8,855)
87610-500	Depreciation - Administration	196,539	186,463	10,076

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
87618-500	Election Expense	22,239	25,000	(2,761)
87620-692	Emergency Exercises		500	(500)
87630-591	Insurance - Airport Liability	12,950	12,950	(0)
87630-592	Insurance - Auto, Fire, Property	128,473	138,871	(10,399)
87630-595	Insurance - General Liability	54,881	58,775	(3,893)
87650-641	Taxes - Sales	(730)		(730)
87650-643	Permits	5,957	4,667	1,289
87650-646	Storm Water Permits	1,474	1,400	74
87660-500	Education	6,311	16,000	(9,689)
87670-500	Business Travel & Entertainment	19,388	66,369	(46,982)
87675-502	Recruitment	155		155
87679-500	Employee Recognition	936	3,800	(2,864)
87700-791	Training Live Burn	28,614	40,148	(11,534)
88680-681	SM Chamber Economic Development	38,000	38,000	(0)
88680-685	Museum of Flight		10,000	(10,000)
88680-691	Planning & Marketing	19,331	35,000	(15,669)
88680-692	Consulting Services - Aviation	27,646	76,860	(49,214)
88680-693	Consulting Services - Contingencies	120,324	165,534	(45,210)
88680-702	Rent Credit - Operations	9,897	9,897	-
88700-701	Airfest Expense - Nonprofit Donations	(1,500)		(1,500)
88700-705	Airfest Expenses- Miscellaneous	141		141
	Total	7,390,260	7,633,807	(243,548)

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
61100-052	Landing Fees - Ameriflight	12,403	8,406	3,998
61100-053	Landing Fees - U.S. Forest Service	36,695	25,000	11,695
61100-054	Landing Fees - Federal Express	7,684	7,491	193
61100-055	Landing Fees - Allegiant Air	32,119	19,298	12,821
61100-062	Landing Fees -United (Skywest)		12,866	(12,866)
61100-063	Landing Fees - United Express	75		75
61100-064	Mooring Fees - Blimps	150		150
61110-052	Tiedowns - Ameriflight	2,712	2,712	-
61110-054	Tiedowns - Federal Express	4,008	4,008	-
61130-093	Veh Access - Federal Express	11,568	11,568	-
61130-094	Veh Access - UPS	4,368	4,368	-
61140-152	Fuel Flowage Fees - Self Serve	1,942	1,718	224
61140-154	Fuel Flowage Fees - CCJC	70,228	66,519	3,710
62210-005	T-Hangar 3005 Airpark	44,512	45,000	(488)
62210-009	T-Hangar 3009 Airpark	26,576	29,040	(2,464)
62210-011	T-Hangar 3011 Airpark	25,711	27,840	(2,129)
62210-019	T-Hangar 3019 Airpark	27,344	27,840	(496)
62210-023	T-Hangar 3023 Airpark	26,964	29,040	(2,076)
62210-027	T-Hangar 3027 Airpark	28,656	28,680	(24)
62210-031	T-Hangar 3031 Airpark	28,680	28,680	-
62210-039	T-Hangar 3039 Airpark	40,841	41,580	(739)
62210-103	T-Hangar 3103 Airpark	45,495	46,464	(969)
62210-107	T-Hangar 3107 Airpark	33,925	33,936	(11)
62210-109	T-Hangar 3109 Airpark	23,865	26,280	(2,415)
62210-111	T-Hangar 3111 Airpark	23,761	24,192	(431)
62220-035	Corporate T-Hangar 3035 Airpark	40,961	41,388	(427)
62230-005	T-Hangar Storage 3005 Airpark	6,120	6,120	-
62230-009	T-Hangar Storage 3009 Airpark	2,040	2,040	-
62230-011	T-Hangar Storage 3011 Airpark	2,160	2,160	-
62230-019	T-Hangar Storage 3019 Airpark	1,080	1,080	-
62230-023	T-Hangar Storage 3023 Airpark	1,020	1,020	-
62230-027	T-Hangar Storage 3027 Airpark	2,016	2,016	-
62230-031	T-Hangar Storage 3031 Airpark	2,016	2,016	-
62230-035	T-Hangar Storage 3035 Airpark	2,064	2,064	-
62230-039	T-Hangar Storage 3039 Airpark	6,120	6,120	-
62230-107	T-Hangar Storage 3107 Airpark	1,788	1,788	-
62230-109	T-Hangar Storage 3109 Airpark	888	888	-
62230-111	T-Hangar Storage 3111 Airpark	2,016	2,016	-
62240-001	Corporate Hangars 3001 Airpark	44,916	46,389	(1,473)
62240-029	Corporate Hangars 3029 Airpark	51,096	51,096	-
62240-105	Corporate Hangars 3105 Airpark	60,560	61,656	(1,096)
62240-118	Corporate Hangar 3043 Airpark	59,220	59,220	-
63310-100	Owner Build Hangar - Land (Sm)	7,257	7,260	(3)
63310-101	Owner Build Hangars - Land (Lg)	12,520	12,528	(8)
64410-177	Main Hangar - Artcraft Paints	49,811	49,814	(4)
64410-178	Main Hangar - Tricor Calif	1,640	2,323	(683)
64410-180	Main Hangar - Mike Lewis	3,660	3,654	6

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
64410-183	Main Hangar - S B Cellular	28,196	28,817	(621)
64410-184	Main Hangar - Plenaire	13,968	13,964	4
64410-185	Main Hangar - Art-Craft	48,817	48,826	(9)
64420-115	Commercial Hangar 3115 Airpark	22,814	23,894	(1,080)
64420-117	Corporate Hangar 3117 Liberator	37,152	37,161	(9)
64420-119	Commercial Hangar 3119 Liberator	8,772	8,767	5
64420-121	Commercial Hangar 3121 Liberator	8,388	8,388	(0)
64420-125	Commercial Hangar 3125 Liberator	54,868	54,870	(3)
64420-409	Commercial Hangar 3409 Corsair	67,176	67,176	-
64420-410	U.S. Forest - Land Use	49,209	40,000	9,209
64420-438	Commercial Hangar - CALSTAR	12,528	12,534	(6)
64420-439	Commercial Hangar CCJC	51,108	51,108	-
64420-440	Commercial Hangar 3950 Mitchell	20,832	20,837	(5)
64420-442	Commercial Hangar 3944 Mitchell	18,600	18,599	1
64420-443	Commercial Hangar 3940 Mitchell	40,020	40,022	(2)
64420-444	Commercial Hangar Arctic Air	44,592	44,592	-
64420-445	CC Jet Center Self Serve	2,589	2,100	489
64420-447	Rotocraft Leasing - Parking Lot	13,944	13,940	4
64420-448	MOF 3015/3025 Airpark Drive	2,832	2,508	324
64420-449	CC Jet Center-Los Padres Disp	3,996	3,999	(3)
64420-450	CCJC (GA Terminal)	12,696	13,452	(756)
64459-203	Utility Reimbursement - Main Hangar	39,017	33,976	5,041
65000-100	Vehicle Access Fee - Uber	3,193		3,193
65000-200	Vehicle Access Fee - LYFT	1,470		1,470
65510-251	Terminal - TSA Lease	93,700	93,700	-
65510-252	Terminal - Restaurant	30,804	32,204	(1,400)
65510-255	Terminal - Allegiant Air, Inc.	2,208	2,208	-
65510-256	Terminal -Central Coast Shuttle	26,148	26,143	5
65510-257	PFC Revenue	91,470	89,154	2,316
65510-262	ARINC	1,896	1,895	1
65520-265	Terminal Concessions - Avis	90,309	66,956	23,352
65520-266	Terminal Concessions - Budget	32,625	19,813	12,812
65520-267	Terminal Concessions - Hertz	11,829	43,710	(31,882)
65520-274	Terminal Vending Machines	1,171	1,795	(624)
65530-217	Administrative Board Room	540	1,120	(580)
65530-307	Avis Service Center	11,832	11,842	(10)
65559-249	Utility Reimbursements - Terminal	522	2,725	(2,203)
65559-336	TSA - LEO Reimbursement	11,520	12,880	(1,360)
65559-337	CARES Act Grant	1,094,668	1,094,000	668
66120-080	Vehicle Training Area/Special Events	25,850		25,850
66120-082	Vehicle Storage Area	2,150		2,150
66120-083	Santa Maria Karting	6,800	6,600	200
66610-361	Farm Land - Castellanos	146,934	138,681	8,253
66610-362	Grazing Land - R. Michel	882	2,148	(1,266)
66610-364	Master Lease - Mahoney Brothers	24,343	32,465	(8,122)
66610-365	Farm Land - Gresser	549,896	549,896	0
66610-366	Grazing Land - Verlade	3,223	3,516	(293)

Santa Maria Public Airport District

For the Month Ending June 30, 2021

Account Number	Account Title	Actual YTD	Budget YTD	Over (Under) Budget
66620-201	Airport Business Park	139,200	139,200	-
66620-320	Pioneer Park	1,933	1,933	-
66620-455	Commercial Land - Hotel	148,818	162,137	(13,319)
66620-500	Verizon Land Lease	29,900		29,900
66630-381	Village Mobile Home Park	476,495	460,366	16,129
67210-910	Use Permits - Special Events	150		150
67300-950	Commercial Filming - Movie Shoots	5,000		5,000
67910-900	Misc. Income Operations	(7)		(7)
67910-921	Misc. Income - Late Charges	49		49
67910-924	Misc. Income - Office Fees	93		93
67910-940	Misc. Income	3,194		3,194
67910-951	Misc. Income - Airport Access Card	15,845	14,478	1,367
69010-950	Unrealized Gain on Investment	(15,983)		(15,983)
69010-951	Interest Income	56,279	201,885	(145,606)
69110-937	AIP - 37 Reimbursement		6,572,850	(6,572,850)
69310-965	Tax Revenues	1,892,474	1,765,317	127,156
69510-980	Ordinary Dividends	240		240
		<hr/>	<hr/>	<hr/>
	Total Revenue	6,543,026	13,058,332	(6,515,305)
		<hr/>	<hr/>	<hr/>

Santa Maria Public Airport District
Net Income Month Ending June 30, 20121

	Year To Date	Monthly Average	Month Ending 06/30/21	Percentage of Average
Revenues from Operations:				
Landing area				
Landing fees and tiedowns	111,782	9,315	16,739	180%
Fuel flowage fees	72,170	6,014	7,096	118%
Subtotal	183,952	15,329	23,835	155%
Hangar area				
T- Hangar	376,330	31,361	31,720	101%
Corporate T-Hangars	256,753	21,396	21,646	101%
T-Hangar Storage Units	29,328	2,444	2,444	100%
Owner Build Hangars	19,777	1,648	1,649	100%
Subtotal	682,188	56,849	57,459	101%
Main hangar and F.B.O. area				
Main Hangar	185,109	15,426	15,959	103%
Commercial Hangars	376,416	31,368	36,059	115%
Land Leases	95,700	7,975	7,975	100%
Subtotal	657,225	54,769	59,993	110%
Terminal area				
Car Rental and Ground Transportation	140,596	11,716	16,802	143%
Terminal Space Lease	167,649	13,971	14,078	101%
TSA LEO Reimbursement	11,520	1,152		0%
Subtotal	319,765	26,839	30,880	115%
Revenue generating land				
Land Lease Recreational	66,633	5,553	4,756	86%
Agricultural Leases	725,278	60,440	60,480	100%
Airport Business Park	139,200	11,600	11,600	100%
Airport Hotel	148,818	12,402	16,109	130%
Airport Mobile Home Park	476,495	39,708	40,442	102%
Subtotal	1,556,424	129,702	133,387	103%
Administrative				
Badging Income	15,845	1,320	1,390	105%
Miscellaneous Income	8,719	872	64	7%
Cares Grant Revenue	1,094,668	218,934	411,680	188%
Subtotal	1,119,232	221,126		0%
Total revenues from operations	4,518,787	504,614	718,688	142%

Santa Maria Public Airport District
Net Income Month Ending June 30, 20121

	Year To Date	Monthly Average	Month Ending 06/30/21	Percentage of Average
Operating Expenses:				
Landing area	95,734	7,978	4,551	57%
Hangar area	114,714	9,560	30,165	316%
Main hangar and F.B.O.	82,643	6,887	9,587	139%
Terminal area	325,866	27,156	34,236	126%
Revenue generating land	396,424	33,035	31,308	95%
Payroll and Benefits	1,471,353	122,613	178,562	146%
Utilities	82,064	6,839	8,600	126%
Supplies	60,409	5,034	9,375	186%
Maintenance and Repairs	118,900	9,908	42,433	428%
Contractual Services	580,850	48,404	35,371	73%
ARFF Services	813,391	67,783	203,155	300%
Security Services	292,325	24,360	6,449	26%
Office Supplies/Postage/Printing and Statio	16,341	1,362	1,087	80%
Dues and Subscriptions	32,832	2,736	915	33%
Advertising	173,072	14,423	5,273	37%
Depreciation	2,444,311	203,693	605,456	297%
Insurance	196,304	16,359	49,376	302%
Election Expense	22,239	1,853		0%
Business Travel and Entertainment	19,388	1,616	10,941	677%
Air Show Expense	(1,359)	(113)	(1,500)	1325%
Other Miscellaneous Expense	52,459	4,372	30,259	692%
Total Expenses	7,390,260	615,855	1,295,599	210%
Operating income (loss)	(2,871,473)	(111,241)	(576,911)	519%
Non-Operating Revenues (Expenses):				
PFC Revenue	91,470	7,623	17,924	235%
Interest income	40,296	3,358	(15)	0%
Tax revenues	1,892,474	157,706	109,331	69%
Miscellaneous income				
Total non-operating rev (exp)	2,024,240	168,687	127,241	75%
Net Income	(847,233)	57,446	(575,901)	-1003%

Santa Maria Public Airport District
Statement of Net Position
June 30, 2021

Current assets:

Cash and cash equivalents	6,710,584
Restricted - cash and cash equivalents	1,558,854
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	168,613
Prepaid expenses and deposits	295,803

Total current assets	8,741,854
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Non-current assets:

Note receivable	161,196
Interest Receivable	10,852
Capital assets, not being depreciated	6,568,280
Depreciable capital assets	22,472,761
Deferred other post-employment benefits outflows	7,387
Deferred pension outflows	410,884

Total non-current assets	29,631,361
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Total assets	38,373,215
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Current liabilities:

Accounts payable and accrued expenses	319,731
Accrued wages and related payables	31,371
Unearned Revenue (customer prepaid)	174,130
Hangar and other deposits	107,774
Long-term liabilities - due in one year:	
Compensated absences	40,234
Land improvements payable	18,490

Total current liabilities	691,729
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Long-term liabilities - due in more than one year

Compensated absences	120,702
Land improvements payable	104,774
Total other post-employment benefits liability	279,903
Net pension liability	1,894,820
Deferred pension inflows	119,557

Total long term liabilities	2,519,756
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Total liabilities	3,211,485
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Net position:

Retained Earnings	36,008,963
Change in Net Position	(847,233)

Total net position	35,161,730
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Total liabilities and net position	38,373,215
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MEMORANDUM

Santa Maria Public Airport District

August 26, 2021

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #2 for 2020-2021 Budget

It is recommended that the 2020 - 2021 Budget be amended to include the following changes:

Expenses	Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.) 87472-500 Landscaping Contingencies	16,559	5,000	11,559
2.) 76260-300 Landscaping - Revenue Generating Land	20,374	16,640	3,734
3.) 22000-010 Landscaping Upgrades	0	20,000	(20,000)
4.) 87370-543 ARFF Vehicle Maintenance	57,768	25,500	32,268
5.) 87370-542 Heavy Equipment Tires	0	10,000	(10,000)
6.) 76700-754 MHP - Utilities	189,876	159,320	30,556
7.) 72300-200 Building Maintenance - Hangar Area	44,720	19,900	24,820
8.) 87600-599 Advertising - Airport Advertising	172,632	156,500	16,132
9.) 87130-500 Water - Landscaping	28,541	19,984	8,557
10.) 87414-500 Annual Audit	36,359	29,288	7,071
11.) 74110-203 Electricity - Main Hangar	41,917	35,004	6,913
12.) 87030-487 PERS Retirement	258,945	254,206	4,739
13.) 87510-562 Bank Charges - Service Charges	17,806	13,390	4,416
14.) 87280-547 Safety Equipment	7,908	3,650	4,258
15.) 76350-300 Fencing & Gates	6,698	2,500	4,198
Total	900,103	770,882	129,221

- 1, 2,3) Landscaping upgrades were budgeted for in the capital budget, but did not qualify as capital items and were moved to the operations budget.
- 4,5.) Due to unforeseen maintenance the foam was drained and disposed of which required replacement. The tires on the ARFF vehicle were replaced which has been offset by the tire budget.
- 6.) The tenant generates the electricity bill and reimburses the District. of utilities, but the majority of the utilities are billed back to the tenants and are reimbursed through revenue.
- 7.) The Board of Directors voted to automate a hangar door, the cost of this will be recouped through increased rent.
- 8.) Increased advertisement required for air service initiative (Mesa).
- 9.) Cost and usage increased over prior year.
- 10.) Additional expenses were incurred due to GASB requirements.
- 11.) The tenant generates the electricity bill and reimburses the District. Revenue exceeded budget by over \$5,000.
- 12.) Staff budget off by 1.9% (\$4,739).
- 13.) Bank fees increase when the credit card is entered remotely. More remote entry due to COVID. A new credit card service has been utilized to reduce expenses.
- 14.) Increased PPE due to COVID.
- 15.) New signage required on extended farm fence.

Veroneka Reade, Manager of Finance and Administration

Recommends Chris Hastert, General Manager

Approved Board Meeting
of August Hugh Rafferty, Secretary



August 26, 2021

Item 7
8-26-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Hangar Rates for Tenants Housing Non-Airworthy Aircraft

Recommendation:

Staff recommends that the Board of Directors discuss amending the hangar use policy to require a surcharge for hangars that are primarily used to house non-airworthy aircraft and provide direction to staff regarding what that rate should be set at for future inclusion in the resolution approving rates and charges.

Discussion:

During a SWAAAE Summer Conference session the Salinas airport manager discussed ways to increase revenue at the airport. One of the ways to increase revenue is through additional use of the aviation facilities by promoting active airworthy aircraft to fly thereby supporting local businesses and ultimately the airport through fuel flowage fees. One obstacle to this stream of revenue is hangars housing non-airworthy aircraft which do not use the services of other on airport aviation businesses or use fuel creating revenue through the \$0.06 per gallon fuel flowage fee.

One method in place at Salinas and at least one other nearby airport is to recover fees lost in reduced activity caused by the storage of non-airworthy aircraft in hangars by charging a surcharge for all hangars that do not have an airworthy aircraft documented each year. In the case of Salinas, this surcharge started at 20% and will increase 10% each year until it reached a surcharge level of 50%. The current Salinas surcharge is 40% as shown on the attached rates and charges document from their airport.

Staff requests that the Board discuss the possibility of a surcharge for non-airworthy aircraft housed in District hangars and provide direction to staff on any recommended changes.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic element.

Chris Hastert, CM
General Manager



City of Salinas

Salinas Municipal Airport • 30 Mortensen Avenue • Salinas, California 93905
(831) 758-7214 • www.ci.salinas.ca.us

SALINAS MUNICIPAL AIRPORT AIRPORT RATES AND FEES

Effective August 1, 2019

AIRPORT STORAGE HANGARS

<i>Executive</i>	Per Month
R1	\$1,507.00
R2-5	\$1,407.00
R6	\$719.00
R7-10	\$574.00

Group 1

A - End room	\$86.00
A - T Hangar	\$172.00
B - End room	\$86.00
B - T Hangar	\$172.00
C - End room	\$91.00
C - T Hangar	\$183.00

Group 2

K- End room	\$120.00
K - T-Hangar	\$241.00
L - End room	\$120.00
L - T- Hangar	\$241.00
M - End room	\$102.00
M - T Hangar	\$202.00
O - 22-21 End room	\$125.00
O - T-Hangar	\$251.00
Q - End room	\$131.00
Q - T-Hangar	\$258.00
S - End room	\$144.00
S - T Hangar	\$288.00
T - End	\$144.00
T - T Hangar	\$288.00

Group 3

N - 1	\$648.00
N - 2-8	\$481.00

Group 4

D - T-Hangar	\$152.00
E - End	\$80.00
E - T Hangar	\$157.00
Portable	\$111.00

T-Shelter/Storage

G - Covered	\$68.00
F2	\$423.00
H1	\$707.00
H2	\$299.00
H3	\$297.00
H4	\$617.00
H5	\$283.00
H6	\$200.00
H7	\$471.00
H8	\$102.00

AIRPORT STORAGE HANGAR REFUSE FEE

Monthly Fee	\$3.50
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AIRPORT STORAGE HANGAR NON-AERONAUTICAL USE

Non-Aeronautical Use Surcharge	40%
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AIRCRAFT PARKING FEE

	<i>Daily</i>	<i>Monthly</i>
Single Engine	\$5.00	\$55.00
Twin Engine	\$10.00	\$110.00
Jet	\$50.00	\$600.00
Helicopter	\$10.00	\$61.00
Airship Mooring	\$100.00	\$1,100.00

TERMINAL OVERNIGHT VEHICLE PARKING FEE

Single Space	\$5.00
Double Space	\$10.00
Semi-Truck	\$30.00

LONG TERM VEHICLE STORAGE

\$100.00 per space per month

AIRPORT ACCESS CONTROL

New Card/Replacement Card	\$40.00
Remote Control	\$60.00
Annual Renewal	\$40.00
Annual Access Code	\$400.00
City Locks (Lost/Replacement)	at-cost
Replacement/Additional Keys	at-cost

FUEL FLOWAGE FEE PER GALLON

100LL	\$0.10
Jet A	\$0.13
Quart of Oil	\$0.10

HANGAR WAITLIST

Waitlist Fee	\$50.00
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HAZARDOUS MATERIAL DISPOSAL

Disposal Fee	Cost +15%
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City of Salinas

Salinas Municipal Airport • 30 Mortensen Avenue • Salinas, California 93905
(831) 758-7214 • www.ci.salinas.ca.us

Material replacement Cost +15%

REFUGE DISPOSAL

Disposal Fee Cost +15%

SPECIAL EVENT FEE

Negotiated at fair market value, industry evaluation, and or cost recovery

SPECIAL USE PERMIT

Permit Fee (Annually) \$150.00



August 26, 2021

Item 8
8-26-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Airpark Drive Extension Phase 1 (Runway Threshold Relocation)

Recommendation:

Staff recommends that the Board of Directors direct staff to proceed with the Bid process for the relocation of the Runway 20 Threshold as approved in the Airport Master Plan.

Discussion:

As a part of the 2021-22 Airport Capital Budget, the extension of Airpark Drive to connect the portions North of Hangar Street with the portion just south of Fairway Dr. has been discussed and listed as a priority project. The first phase includes the relocation of a runway threshold to keep the proposed extension out of the any runway protection zones. That phase has been delayed for numerous reasons including recent supply chain constraints as documented in the August 20, 2021 memo from Tartaglia Engineering.

As the issues related to the delays do not seem to be improving, staff recommends moving forward with this project to obtain actual bids which document the extent to which pricing with these issues will impact the current estimate for phase 1, which is \$153,840. This Phase is 100% funded by the airport in our draft agreement with the City of Santa Maria and required to be completed prior to the next project phases.

Please let me know if you have any questions.


Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic element.

Chris Hastert, CM
General Manager

MEMO
AUGUST 20, 2021

TO: Chris Hastert, General Manager
PROJECT: **Relocate the Threshold of Runway 20**
SUBJECT: Material Availability and Schedule
FROM: John A. Smith, Tartaglia Engineering



Material Availability

The Covid-19 pandemic has created issues with the availability (and therefore pricing) of some construction materials. While the situation had somewhat stabilized toward the end of last year, the uncertainty was exacerbated in February of this year with the Texas deep-freeze. Challenges continue.

Tartaglia Engineering has two airport infrastructure projects currently under construction. Both of these projects have experienced significant delays in the delivery of materials, particularly PVC conduit, manufactured electrical components (edge lights, guidance signs, PAPI), pavement marking paint, and reflective media. As project managers, we experience the uncertainty first from the general contractor. It then extends to the subcontractor, and on to the manufacturer / supplier. Our projects have experienced numerous re-schedules, to be followed by even more re-schedules. With multi-tier team projects, the impacts of these rescheduling events propagate far, resulting in adjustments to sponsor staffing levels and airfield closure schedules.

PVC conduit has tripled in price since August, 2020. Marking paint has doubled. Upward adjustments reflect the cost of raw materials, the manufacturing process, transportation (availability of trucks and drivers), and fuel. The current bidding environment tends to favor larger firms with the capability of placing large orders and warehousing materials. Contractors are currently receiving material availability updates 2-3 times each month from their usual suppliers. To-date, pricing has yet to flatten and availability has yet to increase. Delivery of reflective media is 4-6 months from date of order.

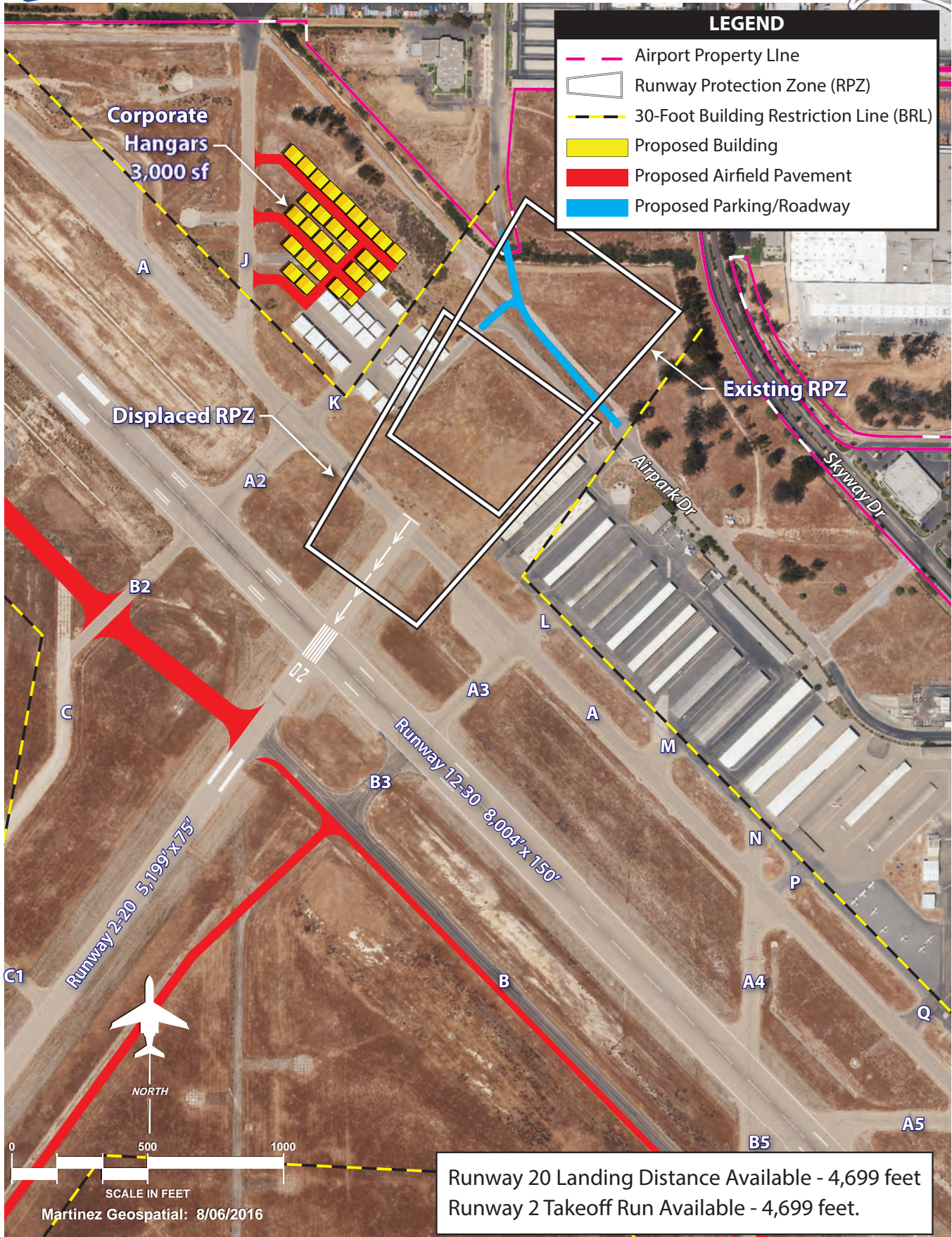
Schedule

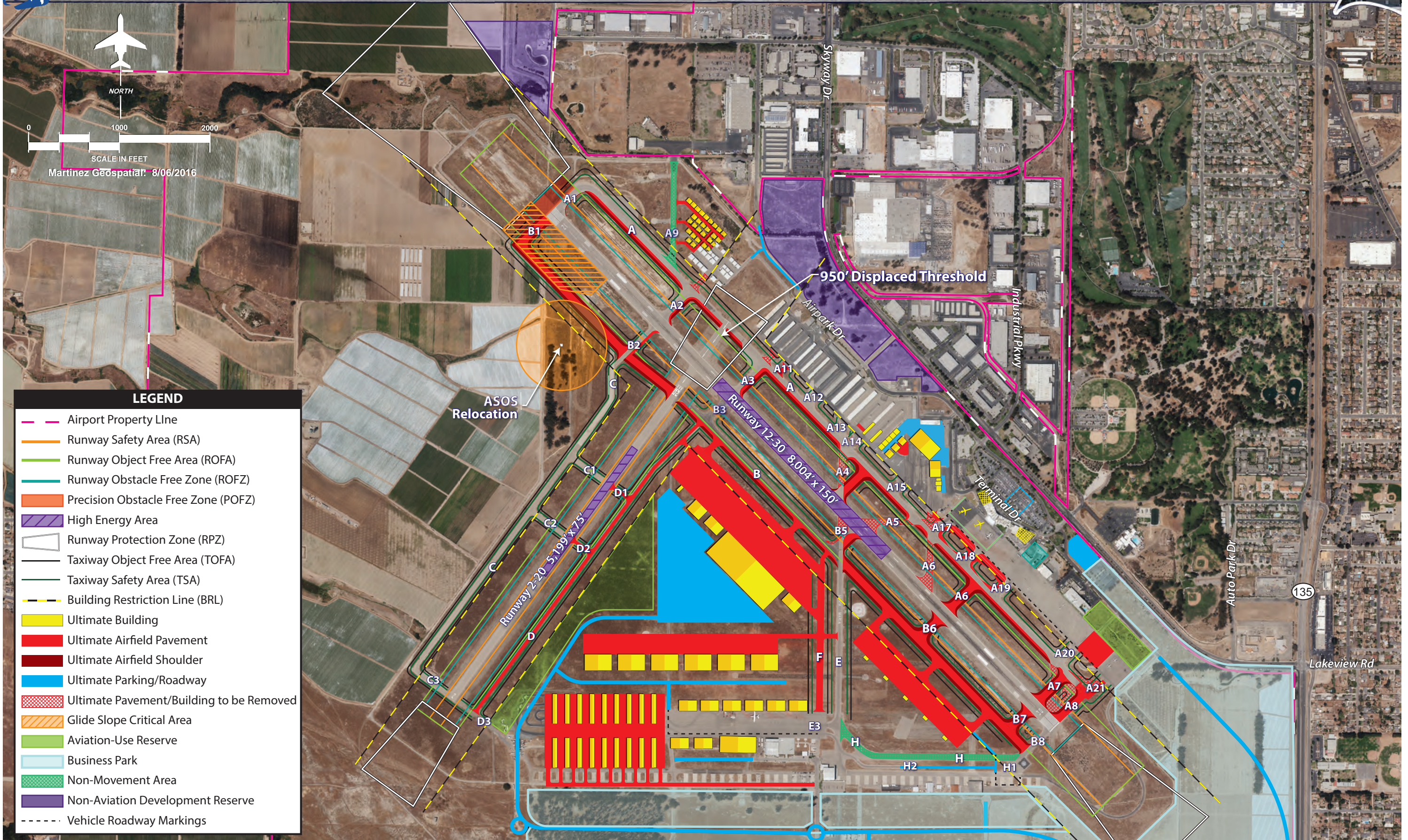
While Tartaglia Engineering is aware of the urgency in the completion of the relocation of the threshold of Runway 20, as an enabling project in support of the extension of Airpark Drive, we have been intentionally moving slow. Team members have recently received confirmation that contractors will be interested in this project and bids will be received. In addition to the date of bid, documents must clearly state:

- Anticipated date for Letter of Intent to Award
- Anticipated actual Date of Award
- Anticipated date of Notice to Proceed
- Contractor fully responsible for cost adjustments in labor, materials, trucking, fuel, delivery, etc.

We see no end in this current supply-chain constraint, and therefore no reason to not move forward. While the present environment may limit participation in these projects by smaller contractors, we are prepared to press ahead. Plans, specifications, and the engineers estimate will be complete next week.

- Advertise: September 4th and 11th
- Pre-Bid Job Walk (mandatory): September 30
- Bid open: October 13





LEGEND

- Airport Property Line
- Runway Safety Area (RSA)
- Runway Object Free Area (ROFA)
- Runway Obstacle Free Zone (ROFZ)
- Precision Obstacle Free Zone (POFZ)
- High Energy Area
- Runway Protection Zone (RPZ)
- Taxiway Object Free Area (TOFA)
- Taxiway Safety Area (TSA)
- Building Restriction Line (BRL)
- Ultimate Building
- Ultimate Airfield Pavement
- Ultimate Airfield Shoulder
- Ultimate Parking/Roadway
- Ultimate Pavement/Building to be Removed
- Glide Slope Critical Area
- Aviation-Use Reserve
- Business Park
- Non-Movement Area
- Non-Aviation Development Reserve
- Vehicle Roadway Markings



Runway 30 is not currently equipped with runway end identifier lights (REILs) or another type of approach lighting system (ALS). It is recommended that REILs be installed for Runway 30 to improve pilot situational awareness.

RUNWAY 2-20

Runway 2-20, at 5,199 feet long and 75 feet wide, is capable of safely accommodating the existing and future fleet mix of aircraft, which includes primarily piston-driven aircraft and small turbine and business jet aircraft. The runway is not currently equipped with pavement edge lighting, making it usable only during daytime hours. Furthermore, Runway 2-20 is not equipped with visual approach aids or instrument approach procedures. The alternatives analysis considered the addition of medium intensity runway lighting (MIRL) for the runway and the installation of precision approach path indicator (PAPI) systems for both ends; however, due to the limited use of Runway 2-20 (only approximately five percent of annual operations are conducted on Runway 2-20), the installation of these lighting systems is considered unnecessary. Therefore, it is recommended that Runway 2-20 remain unlit and without visual approach aid systems or instrument approach procedures.

The SMPAD plans to extend Airpark Drive in the area beyond the Runway 20 end and within the runway protection zone (RPZ). The extension of Airpark Drive will improve traffic flow through the area and make currently undeveloped airport property along Skyway Drive more attractive for potential development. Since public roads are an incompatible land use within RPZs, it is recommended that the SMPAD displace the Runway 20 threshold and implement declared distances. It was determined that a 950-foot displacement of the Runway 20 threshold would shift the RPZ to the southwest so that the planned extension of Airpark Drive would not pass through it and the resulting Runway 20 threshold markings would not overlap on Runway 12-30. The resulting declared distances are summarized in **Table 5A**. The reduction of the Runway 2 TORA and the Runway 20 LDA are not anticipated to significantly impact the operational capabilities of aircraft utilizing Runway 2-20. Furthermore, Runway 2-20 is used infrequently and aircraft needing additional runway length can utilize Runway 12-30.

TABLE 5A
Proposed Runway 2-20 Declared Distances
Santa Maria Public Airport

Declared Distance	Description	Length
Takeoff Run Available (TORA)	The length of runway declared available and suitable for satisfying takeoff run requirements.	Runway 2: 4,249' – reflects a 950' reduction to shift the departure RPZ to the southwest Runway 20: 5,199' – full pavement length
Takeoff Distance Available (TODA)	The TORA plus the length of any remaining runway or clearway beyond the departure end of the TORA.	Runway 2-20: 5,199' – full pavement length
Accelerated Stop Distance Available (ASDA)	Extends the length of the runway plus stopway declared available and suitable for satisfying accelerate-stop distance requirements for a rejected takeoff.	Runway 2-20: 5,199' – full pavement length
Landing Distance Available (LDA)	The length of runway declared available and suitable for satisfying landing distance requirements.	Runway 2: 5,199' – full pavement length Runway 20: 4,249' – reflects a 950' reduction due to the Runway 20 threshold displacement

Sources: FAA AC 150/5300-13A, *Airport Design*; Coffman Associates analysis.

FIRST AMENDMENT OF GROUND LEASE

RE: GROUND LEASE, dated October 1, 2020, between SANTA MARIA PUBLIC AIRPORT DISTRICT, a Public Airport District of the State of California (herein called "District") and Martin Testa, DBA Testa Catering. (herein called "Lessee").

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and MARTIN TESTA, DBA TESTA CATERING ("Tenant") do hereby agree to amend the above-referenced Lease, effective October 1, 2021, as follows:

2. Lease Term. The term of this Lease shall be one (1) year commencing October 1, 2021, (herein referred to as the "Term" or "term of this Lease").

Dated: August 26, 2021

Approved as to content
for District:

General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Steve Brown, President

Approved as to form
for District:

District Counsel

By: _____
Hugh Rafferty, Secretary

Martin Testa
DBA Testa Catering

By: _____
Martin Testa, Owner



August 26, 2021

Item 10
8-26-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: ProDIGIQ Contract Renewal

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the renewal agreement between the District and ProDIGIQ.

Discussion:

The District has worked directly with ProDIGIQ in their development of an industry leading lease management system specific to airports and our needs. Through that development over time the District has also incorporated other products from ProDIGIQ including iPhone and Android Apps, Real-Time Flight Data Feed for SMX's Website, Real-Time Flight Data Feed for Terminal FIDS, Maintenance Management System, Safety Management System, and an Asset Management System.

Through our direct work with the ProDIGIQ to develop the lease system we are offered discounted pricing which has not been increased since implementation. ProDIGIQ has agreed to honor the existing pricing for an additional 5 year period. This item was included in the fiscal year 21-22 recently approved by your Board.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic element.

Chris Hastert, CM
General Manager



**ONGOING MAINTENANCE AND
SUPPORT**

FOR

**MOBILE APPS, LEASE & CONTRACT
MANAGEMENT SYSTEM, REAL-TIME
FLIGHT DATA FEEDS, MAINTENANCE
MANAGEMENT SYSTEM, SAFETY
MANAGEMENT SYSTEM, AND ASSET
MANAGEMENT SYSTEM**

FOR

SANTA MARIA AIRPORT (SMX)





Ongoing Maintenance and Support for Operations Management System

To: Santa Maria Airport (SMX)

Attn: Mr. Chris Hastert

General Manager

3217 Terminal Dr,

Santa Maria, CA 93455

August 11th, 2021

**RE: ONGOING MAINTENANCE AND SUPPORT FOR SANTA MARIA
AIRPORT (SMX)**

Dear Mr. Hastert:

Thank you for considering extending the ongoing maintenance and support for ProDIGIQ's Mobile Apps, Lease & Contract Management System, Real-Time Flight Data Feeds, Maintenance Management System, Safety Management System, and Asset Management System that is currently in use at SMX. ProDIGIQ would like to offer to continue providing all of these services at the existing pricing, terms and conditions. Please find the Ongoing Support and Maintenance Cost for the 5-year agreement below.



Ongoing Support and Maintenance Cost

Service	Annual Cost for 5yr Renewal Agreement
iPhone and Android Apps	\$2,160
Lease & Contract Management System	\$12,960
Real-Time Flight Data Feed for SMX's Website	\$1,800
Real-Time Flight Data Feed for Terminal FIDS	\$6,000
Maintenance Management System	\$8,400
Safety Management System	\$6,600
Asset Management System	\$7,200
Total	\$45,120

I hope you find this proposal acceptable and look forward to continuing to strengthen our existing partnership.

Sincerely,

Anita Venkataraman

President and CTO

ProDIGIQ, Inc.

The Most Trusted Name in Aviation Innovation

RENEWAL AGREEMENT BETWEEN SANTA MARIA AIRPORT AND PRODIGIQ

THIS RENEWAL is entered into as of this 15th day of August 2021 by and between Santa Maria Airport, licensed to do business in the State of California ("Airport"), and ProDIGIQ, licensed to do business in the State of California (the "Contractor").

In Accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional sixty (60) month period. The Airport would like to exercise the right to renew this Contract for an additional 5 years effective July 1st, 2021, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your airport execute the acceptance portion below and return this letter by email to Michael Gudmundson at Michael.Gudmundson@prodigiq.com by August 31st, 2021.

Upon execution below by your Airport's authorized representative, this renewal will be extended for five (5) years and no additional documentation will be required.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be duly executed as of the date set forth above.

Dated: August 26, 2021

Approved as to content
for District:

General Manager

Approved as to form
for District:

District Counsel

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Steve Brown, President

By: _____
Hugh Rafferty, Secretary

ProDIGIQ, Inc.

By: _____
Anita Venkataraman, President & CTO



August 26, 2021

Item 11
8-26-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Service Agreement RRM Design Group

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the service agreement between the District and RRM Design Group

Discussion:

The District selected RRM Design Group and Kimley Horn to perform planning services related to the District's non-aviation land use planning through our standard RFQ (Request for Qualifications) process. Staff recommends approval of the attached service agreement with RRM Design Group to coordinate and prepare documentation for our request to the City of Santa Maria to update the Santa Maria Airport Business Park Specific Plan. Staff will be coordinating with Kimley Horn for a proposal to provide additional services related to FAA approvals/coordination and future development potential and how we best position the land assets.

This project was anticipated and included in the fiscal 21-22 budget recently approved in the amount of \$300,000.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert".

Chris Hastert, CM
General Manager

SERVICE AGREEMENT
(Consulting Services)

By this Agreement, dated August 26, 2021, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and RRM Design Group, a California Corporation (herein called "Consultant"), District retains Consultant to perform certain Land Planning Services.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Consultant to assist District's General Manager in providing land use planning support to update the Airport Business Park Specific Plan. Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Consultant will commence September 1 2021. The services shall be completed prior to August 31, 2024.

3. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in Exhibit "A-1" attached and incorporated by this reference. Consultant shall be compensated for the work requested by the District's general manager, not to exceed \$291,760.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, Mylar's, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Consultant.

6. INDEPENDENT CONTRACTOR

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Consultant shall not incur any obligations or provide any services for District exceeding \$25,000 without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultant's bills.

8. CONSULTANT RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

11. INSURANCE Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance:
Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. INDEMNITY

In compliance with California Civil Code Section 2782.8, Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including reimbursed costs and expenses for reasonable legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or to the extent caused by the negligence, willful misconduct or omission of Consultant, its officers and employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. EXTRA SERVICES

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors.

14. RIGHT TO AMEND

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Consultant at 3765 S. Higuera St. Suite 102, San Luis Obispo, CA 93401. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER CONSULTANTING SERVICES

District reserves the right to contract with Consultant or other Consulting firms for Consulting and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Approved as to form on behalf of District:

DISTRICT:

General Manager

Steve Brown, President

Approved as to form:

Hugh Rafferty, Secretary

District Counsel

Consultant:

Erik Justesen, Principal



June 11, 2021

Transmitted via email: chastert@santamariaairport.com

Chris Hastert
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

**RE: Santa Maria Airport Business Park Specific Plan Amendment
Proposed Scope of Services**

Dear Chris,

Thank you again for trusting RRM Design Group (RRM) to work with you and the Santa Maria Airport (SMX) Board to update the Santa Maria Airport Business Park Specific Plan (SMABPSP). We are ready to get started and begin our collective work to reposition your land holdings in a way that will enable the SMX District to achieve your long-held goals of delivering commercial development sites to market.

In the scope of work below, we have laid out a work program that will guide our efforts. It is somewhat sequential, although there will be times when we are doing several tasks concurrently or doing some advanced work to prepare for an upcoming task or engagement opportunity. Our goal ultimately is to go through a process with you and the Board to get a draft specific plan update that is consistent with market demand currently and into the future, is flexible enough to be a valuable planning tool over the years and removes as many barriers to development as possible within the current SMX/City approval context.

As with most planning assignments, we want to start off with a clear understanding of what we expect to achieve in the end to ensure we are all in lock step from the beginning to end. From there we will lead the team through a process that involves developing a thorough understanding of current conditions and issues, effective coordination with the City and other agencies that have jurisdiction in this geographic area, outreach to specialists such as a real estate economist and traffic engineer, and finally production of a draft specific plan update based on solid goals, expectations, and data.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



SCOPE OF SERVICES

Task 1: Goal Setting

We believe that to achieve a desired end result you first need to understand and get consensus on long-range goals. To begin this task, RRM will participate in a kickoff meeting with SMX leaders (real estate committee and/or Board) to understand your goals and what you want to achieve in this process. We will perform the following series of intake tasks to inform the goal-setting process:

- Review the contents of the existing business park specific plan
- Determine what conditions have changed. Some known concerns include:
 - Overall rehaul of the master drainage plan for the area
 - Better circulation strategies for streets and pathways
 - Establishing a coordinated and holistic approach to protecting animal and plant species of concern
- Identify issues with the specific plan that have created roadblocks to success, including:
 - More flexibility in plan elements
 - Accommodating more varied range of land uses
 - Greater certainty about the review process – streamline permitting
- Highlight other issues that evolve through research and to be consistent with updates to State and local regulations

Deliverables:

- *Kickoff meeting and tour of specific plan area with Airport manager and/or real estate committee*
- *Update on findings of intake process to refine/update tasks*
- *Set project goals*

Fixed Fee:

- *\$9,610 (see footnote)*

Task 2: Existing Conditions Analysis and Identify opportunities and Constraints

In this task RRM will build from the work conducted under the previous on-call contract and finish building the database of background information that will be necessary for the project. We will also conduct an opportunities and constraints summary. The specific topic areas RRM will investigate include:

- Preferred Land Uses – RRM will review various documents including the current SMABPSP, City zoning map and regulations, current General Plan designations, and new proposals included in the ongoing General Plan Update to determine what areas may be



properly zoned and other areas that should be updated. RRM will also research the latest zoning trends and ideas from various planning resources that may be appropriate in the updated specific plan

- Circulation and Mobility – RRM will work with a qualified traffic consultant to evaluate different potential street extensions and other connections, including pedestrian and bicycle trails, appropriate for the planning area
- Biological Concerns – There are some special habitat areas within the specific planning area set aside as open space. Past biological work by David Wolff will be relied upon for determination of how species of concern such as the California Tiger Salamander are protected. RRM will continue to work with David Wolff as an advisor to weigh in on specific proposals and changes considered in the plan update. This work will inform the required EIR that evaluates the specific plan update
- Infrastructure and Utilities – RRM will research existing utility and infrastructure availability for the site area and prepare a summary memorandum identifying existing main line alignments and points of service that will be utilized for overall plan design. RRM will gather available existing domestic water, fire water, and sewer infrastructure maps, files and utility atlases to be able to populate the existing constraints database. It is assumed gas, electric and other ‘dry’ communication utilities are not a part of this task. As a continuation of ongoing RRM mapping updates, existing infrastructure will be noted and proposed extensions of utilities and services will be evaluated. RRM will work with Tartaglia Engineering, Laguna County Sanitation District, Santa Barbara County Division of Water Resources, Santa Barbara County Flood Control District, and the City of Santa Maria to obtain existing data, maps, atlases, and feedback about proposed area needs. This task assumes existing and planned infrastructure and utility information will be provided by Tartaglia Engineering and others. Technical consultants are responsible to provide RRM with accurate data location mapping rectified to match RRM data files (GPS coordinates) and base map format, survey information, and relevant text for the map legend.
- Stormwater, Drainage and Detention – RRM has been informed that the overall drainage program for the specific plan area needs updating. With some modifications to land uses, the locations of new drainage and detention facilities to serve them will need to be evaluated in conjunction with responsible agencies and City departments. Building upon existing information available from the City of Santa Maria, Santa Barbara County Flood Control District and Tartaglia Engineering, FEMA (Flood Insurance studies) and other sources, RRM Engineering will prepare a summary memo of the existing flood zones, existing drainage infrastructure, and constraints. This task assumes drainage and detention information will be provided by Tartaglia and others. Technical consultants are responsible to provide RRM with accurate data location mapping rectified to match RRM data files (GPS coordinates) and base map format, survey information, and relevant text for the map legend.



- Airport Compatibility – Airport operations require additional planning safeguards to protect their operations and communities nearby and within overflight zones. The current Airport Land Use Plan (ALUP) for the Santa Maria Airport was adopted in 1993. It is acknowledged that this current plan is not consistent with runway configurations and flight patterns as they exist now. An updated plan has been drafted and was close to being adopted but has been stalled since the review protocol was that all cities in the County be reviewed concurrently. RRM will work with SMX staff and SBCAG on pursuing the update to the ALUP
- Market Conditions – RRM anticipates the need to work with a real-estate economist to evaluate market demands for certain uses that would be most appropriate to be established near the airport. Large-scale warehouse distribution centers, technology companies, and tourist-related businesses are some classes of uses that may be pursued
- Specific Plan Area – Along with the update, there may be reasons to look at the boundaries of the specific plan area and make adjustments that seem logical from an efficiency standpoint in terms of long-term planning efforts

RRM will perform most of these subtasks except for the traffic, biological, and market economics sections which will be completed by outside consultants to SMX. The opportunities and constraints summary will be used to guide land use planning and circulation decisions by SMX and the planning team.

Deliverables:

- *Analysis and summary memo of opportunities and constraints by topic area with supporting text and graphics*
- *Project data base and base maps for planning*

Fixed Fee:

- *\$62,760 (see footnote)*

Task 3: Land Use, Infrastructure, and Circulation Plan Concepts

RRM will use all the data and mapping compiled in Task 2 to prepare one or more land use and zoning scenarios that both meet the goals set by SMX and that are responsive to the constraints and opportunities analysis. The land use and circulation concepts will be supported with a list of allowable uses, potential zoning categories, and development standards to forecast the level of development intensity and range of uses. RRM will prepare a draft scenario for review by SMX and gather input from the consulting biologist, traffic engineer, and economist to refine the scenario into a preferred land use and circulation concept. The preferred land use and circulation scenario will form the basis of the specific plan update itself.



Deliverables:

- *Up to three (3) land use and circulation scenarios*
- *One (1) preferred land use and circulations plan*
- *Preferred plan will include draft summary of development standards, allowable uses, and land use intensity*

Fixed Fee:

- *\$39,990 (see footnote)*

Task 4: Draft and Final Airport Business Park Specific Plan Update

In this task RRM will prepare the specific plan pursuant to California State Government Code Section 65450 Et. Seq. The preparation of the specific plan will be conducted in several steps to allow review and revision, as necessary. The first step will be an internal review of the draft by the SMX staff and Board. After input is received, the updated draft specific plan will be submitted to the City of Santa Maria for their comments and direction. Following City review, a public review draft will be prepared and submitted for processing. RRM's goals for the updated specific plan are that it complies with State law and is user-friendly, clear, and provides as much flexibility as permissible. The specific plan will also lay out procedures for processing and review of future project submittals seeking to streamline future entitlements. The document will likely include the following chapters:

- Introduction and setting
- Land use, zoning, and development standards
- Infrastructure, public utilities, and services
- Circulation and mobility
- Protection of natural resources
- Implementation programs and specific plan administration

Deliverables:

- *RRM will prepare a comprehensive specific plan update with all necessary and required text, graphics, maps, diagrams, charts, and supporting documentation. SMX will provide one (1) consolidated marked up redline version of all SMX comments on each draft. We will prepare:*
 - *One in-house draft specific plan*
 - *One administrative draft specific plan*
 - *One public review draft specific plan*
 - *One final specific plan*

Fixed Fee:

- *\$82,340 (see footnote)*



Task 5: City Application Materials for Airport Business Park Specific Plan Amendment, GPA, Rezoning, and Environmental Review

RRM will prepare all the required application materials for the City to process the updated specific plan and related zoning amendments. RRM will also coordinate with the City and its selected consultant on the preparation and review of the required Environmental Impact Report (EIR).

Deliverables:

- *Completed City application forms*
- *Submittal materials including overall project description and specific plan*

Fixed Fee:

- *\$5,330 (see footnote)*

Task 6: Environmental Review Coordination

RRM will coordinate with the City of Santa Maria to review the EIR work scope, assist in selecting the CEQA consultant, and all coordination efforts during the EIR process. RRM will provide requested information, submit comments, and coordinate project team meetings throughout the EIR preparation and review period.

Deliverables:

- *EIR coordination and review*

Fixed Fee:

- *\$22,570 (see footnote)*

Task 7: Public Meetings and Hearings

RRM will prepare for and represent SMX at required meetings with various public agencies and public hearings. This will include preparation of written and graphic presentation materials.

Deliverables:

- *Prepare for and attend one (1) Planning Commission study session*
- *Prepare for and attend one (1) Planning Commission hearing*
- *Prepare for and attend one (1) City Council hearing*
- *Prepare for and attend two (2) SBCAG ALUC hearings*

Fixed Fee:

- *\$25,340 (see footnote)*



Task 8: Project Management, Public Agency, and Consultant Coordination

RRM will coordinate all Client team meetings and prepare necessary correspondences and materials for the duration for the assignment.

This task will also cover all engagement and discussions with various public agencies with jurisdiction within the SMX planning area to gather information, coordinate, and integrate their interests into the planning process. The primary agencies identified at this time include but may not be limited to the following: Santa Barbara County Planning and Flood Control, Laguna Sanitation District, City of Santa Maria, Santa Barbara Council of Governments, California Department of Fish and Game, US Fish and Wildlife Service, Caltrans, FAA, and others. This task will cover all engagement, correspondence, meetings, phone and video conferences, and coordination with these agencies. RRM will engage with the City of Santa Maria to coordinate and set mutual expectations for the planning process and specific plan itself.

This task will also include coordination with various specialty consultants engaged in the project such as the biologist, traffic engineer, and market economist.

Deliverables:

- *Correspondence, meeting coordination, and summary notes. This task assumes an 18-month timeframe*

Fixed Fee:

- \$42,620 (see footnote)

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the enclosed Exhibit A-I. The actual cost for direct expenses may be more or less than the estimate shown.

Estimated Fee:

- \$1,200

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- All relevant data available relating to planning and engineering for the Specific Plan study area and SMX non-aviation property
- SMX to make available to RRM Planning the services of Tartaglia Engineering and any other personnel that have institutional knowledge of SMX facilities and data



LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Specific project designs for sites
- Entitlement processing for new projects
- CEQA services
- Traffic engineering services
- Economic and marketing services

TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee (see footnote)
1	Goal Setting	\$ 9,610
2	Existing Conditions Analysis and Identify Opportunities and Constraints	\$ 62,760
3	Land Use, Infrastructure and Circulation Plan Concepts	\$ 39,990
4	Draft and Final Airport Business Park Specific Plan Update	\$ 82,340
5	City Application Materials for Airport Business Park Specific Plan Amend, GPA, Rezoning and Environmental Review	\$ 5,330
6	Environmental Review Coordination	\$ 22,570
7	Public Meetings and Hearings	\$ 25,340
8	Project Management, Public Agency, and Consultant Coordination	\$ 42,620
SUBTOTAL:		\$ 290,560
Estimated Reimbursable Expenses:		\$ 1,200
ESTIMATED PROJECT TOTAL:		\$ 291,760



Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-I is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-I, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

A handwritten signature in black ink, appearing to read 'Erik Justesen', written over the printed name and title.

Erik Justesen, ASLA, PLA, LEED AP
CEO/President, Principal
CA License No. 2608

Attachment: Exhibit A-I



The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing E-mail (Please identify person's name and e-mail address to receive electronic invoices.)

Billing Address (if different from mailing address)

Tasks Authorized (All tasks authorized unless otherwise noted.)

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EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,
Geotechnical Consultant, Mechanical Engineer, Cost
Estimator, Archaeological Consultant, Electrical
Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80





August 26, 2021

Item 12
8-26-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Assessment of District Voting Areas and 2020 Census Data

Recommendation:

Staff recommends that the Board of Directors authorize the District Counsel to engage demographics consultant, Cooperative Strategies, to assess the District's Voting Areas and the 2020 Census data.

Discussion:

With the recent release of data from the 2020 Census, the District is required to assess the current voting areas to ensure population and other criteria have not changed enough to require redistricting of those areas. Should the initial assessment demonstrate that a change is needed, consultant will assist in developing new area maps which meet election requirements for Board consideration and approval through a public process.

District Counsel has reached out to the original consultant used to develop the current voting areas, unfortunately there was no response, most likely due to workload issues related to the large number of public agencies in need of these services. District Council expanded the search to other qualified demographic consultants and recommends engaging Cooperative Strategies, LLC.

Please let me know if you have any questions.

Sincerely,

Chris Hastert, CM
General Manager

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 26 day of August 2021 ("Effective Date"), by and between Adamski Moroski Madden Cumberland & Green LLP at 6633 Bay Laurel Place, Avila Beach, CA 93424, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement".

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting

Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, and employees against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or in any way connected with the unauthorized use, reuse or modification of the Reports by Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such reports and analyses.

ARTICLE III. **COMPENSATION**

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of a written amendment of the Statement of Work resulting in an agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services that will be reimbursed by Client are the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within fifteen (15) days of the payment of Client's invoices submitted to the Santa Maria Public Airport District upon which Consultant's invoices appear.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that any such reviews shall take place during normal business hours.

ARTICLE IV.
OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices for such services and shall comply with all applicable laws and regulation in performing hereunder. Client shall provide written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected Consultant shall correct the error at no additional charge to Client by revising the Reports to eliminate the errors and refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V.
OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and to the best of Client's knowledge neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate

any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$200 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis. In the event Consultant is subpoenaed by a third-party in relation to services provided under this Agreement, fulfilling such obligations will be considered out of scope services and be billed based on time and materials expended.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.

TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon written notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination unless such termination is due to Consultant's breach of this Agreement.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records.

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: dlopez@coopstrategies.com; Client: nfl@ammcglaw.com), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1.

Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part and any such attempted assignment shall be void.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.8 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.9 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.10 Indemnification. Consultant shall defend, indemnify, and hold Client harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions, and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from Consultant's negligence or willful misconduct.

Section 8.11 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.12 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

**Adamski Moroski Madden
Cumberland & Green LLP**

By: 
David Lopez
Executive Director

By: _____
Natalie F. Laacke, Partner

Date: August 10, 2021

Date: August 26, 2021

EXHIBIT A

STATEMENT OF WORK ADAMSKI MOROSKI MADDEN CUMBERLAND & GREEN LLP VOTING AREA REDISTRICTING SERVICES

Cooperative Strategies, LLC shall provide consulting services for Adamski Moroski Madden Cumberland & Green LLP on behalf of Santa Maria Public Airport District ("Airport District" or "Client") to assist in the evaluation of existing voting areas with the 2020 Census Data and potential adjustments to such voting areas as result of updated data. The specific tasks include, but are not limited to, the following:

ACTIVITY	TASKS
1. Assessment of Voting Areas and 2020 Census	1.A. Identify Goals and Priorities This task involves determining the goals the Airport District has for the redistricting process. This determination will be based on Education Code and Elections Code, including the California Voting Rights Act and Federal Voting Rights Act.
	1.B. Identify Key Issues and Considerations This task involves identifying the key issues and considerations involved in adjusting voting areas. These may include legal issues, compliance with federal and State regulations, constituent/community concerns, as well as others.
	1.C. Discuss Requirements with Legal Counsel This task involves discussing the list of items identified in Tasks 1.A and 1.B. with staff of the Airport District and legal counsel to ensure compliance with all applicable legal, statutory, and organizational requirements.
	1.D. Prepare Census Data Analysis for Voting Areas This task involves analyzing 2020 Census data to obtain information on population within the Airport District to determine the population within each voting area and for use in any potential adjustments.
	1.E. Evaluate Population Balance of Current Voting Areas This task involves determining whether the current voting areas meet the population balance requirements utilizing the 2020 Census. Cooperative Strategies shall prepare a report outlining the population within each voting area based on the 2020 Census and a determination of the population variance between the largest and smallest areas.

ACTIVITY	TASKS
	<p>1.F. Attend and Present at Meeting of Board of Education This task involves Cooperative Strategies attending and presenting at a meeting of the Governing Board of the Airport District to review the data from the 2020 Census and review criteria for adjustments of voting areas, if required by the Census results or if requested by the Board.</p>
<p>2. Adjust Voting Areas Based on 2020 Census</p>	<p>2.A. Create Conceptual Voting Areas This task involves using Census data and GIS data gathered to prepare three (3) conceptual Voting Area scenarios. This task will involve preparing alternative Voting Area boundary proposals for consideration, including maps and demographic data for comparative purposes.</p>
	<p>2.B. Present Recommendations to Staff This task involves presenting conceptual Voting Areas to Airport District staff for their review and consideration. Cooperative Strategies will prepare deliverables and a presentation with the goal of refining the recommendations that will be delivered to the Board.</p>
	<p>2.C. Present to Governing Board This task involves three (3) meetings to present the scenarios to the Board for comment and review.</p>
	<p>2.D. Assist in Public Outreach This task involves assisting in a public outreach effort to present conceptual scenarios to the public and solicit feedback from constituents on the scenarios.</p>
	<p>2.E. Revise Scenarios This task involves revising the conceptual scenarios based on feedback from the public and the Board.</p>
	<p>2.F. Present Revised Scenarios to Governing Board This task involves presenting the revised scenarios to the Board for consideration and approval of adjusted Voting Areas.</p>
	<p>2.G. Assist in Approval and Implementation Process This task involves assisting in obtaining approval of Voting Areas and assisting with processing the new Voting Areas with the Registrar of Voters.</p>

EXHIBIT B

**FEE SCHEDULE
ADAMSKI MOROSKI MADDEN CUMBERLAND & GREEN LLP
VOTING AREA REDISTRICTING SERVICES**

The proposed fees for Cooperative Strategies to perform the services for Adamski Moroski Madden Cumberland & Green LLP on behalf of Santa Maria Public Airport District ("Airport District" or "Client") as described in Exhibit A of this Agreement are outlined below.

SERVICE DESCRIPTION	PROPOSED FEE
Assessment of Voting Areas and 2020 Census	\$4,500 (Plus Expenses Up to \$450)
Adjust Voting Areas Based on 2020 Census	\$9,500 (Plus Expenses Up to \$950)

Should the Airport District require attendance at additional meetings beyond those identified in Exhibit A, the fee shall be \$850 per additional meeting.

Should the Airport District wish to utilize a web-based tool for members of the community to provide scenarios or revise map options, there shall be an additional fee of \$5,000 for such service.

Additionally, Cooperative Strategies shall be reimbursed for travel, photocopying, courier, facsimile, clerical, telephone expenses, data services, materials, and other out-of-pocket expenses and administrative charges.