

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

Thursday February 27, 2020 Administration Building Airport Boardroom 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: Adams, Brown, Rafferty, Engel, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD FEBRUARY 13, 2020.
- 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
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)

- 6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
- 7. The Consent Calendar is approved by ROLL CALL VOTE on one Motion. These items are read only on request of Board members.

The following items are presented for Board approval without discussion as a single agenda item in order to expedite the meeting. SHOULD ANYONE WISH TO DISCUSS OR DISAPPROVE ANY ITEM, it must be dropped from the blanket Motion of approval and be considered as a separate item.

It is the recommendation of staff that the Board receives, and file and/or approve the following leases and agreements or other routine items and authorize the President and Secretary to execute them:

- a) AUTHORIZATON FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT AND PROCEED WITH PFAS TESTING AS RECOMMENDED BY SCS ENGINEERS IN CONJUCTION WITH THE SWRCB APPROVED WORK PLAN.
- b) AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE ELEVENTH AMENDMENT OF AGREEMENT BETWEEN THE DISTRICT AND RAUL MICHEL.
- c) AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE NINETEENTH AMENDMENT OF AGREEMENT BETWEEN THE DISTRICT AND CJJ FARMING.
- d) AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE THIRD AMENDMENT OF AGREEMENT BETWEEN THE DISTRICT AND GRESSER, INC.
- 8. PRESENTATION BY NAV MOSEY OF AIRSPACE SYSTEMS, INC REGARDING DRONE DETECTION SYSTEMS.
- 9. DISCUSSION AND DIRECTION TO STAFF REGARDING TERMINAL PARKING LOT OPERATION AND MONITORING.
- 10. NOMINATION FOR INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE TO SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION.
- 11. DISCUSSION AND DIRECTION TO STAFF REGARDING MEMBERSHIP AND GENERAL MANAGER PARTICIPATION ON THE BOARD FOR THE ECONOMIC ALLIANCE FOUNDATION OF NORTHERN SANTA BARBARA COUNTY.

- 12. 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 111-231-11 (Gov. Code Section 54956.8)
  - b) Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.
- 13. DIRECTORS' COMMENTS.
- 14. ADJOURNMENT.

#### MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT HELD FEBRUARY 13, 2020

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

- 1. MINUTES OF THE REGULAR MEETING HELD January 23, 2020. Director Baskett made a Motion to approve the minutes of the regular meeting held January 23, 2020. Director Rafferty Seconded and it was carried by a 5-0 vote.
- 2. COMMITTEE REPORT(S):
  - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) No meeting scheduled.
  - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) No meeting scheduled.
  - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) No meeting scheduled.
  - d) CITY & COUNTY LIAISON 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; an item will be added to the agenda for further discussion.
- 3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the board on the ATAC training jets that are currently using the airport and a Fare Study that was done for the upcoming service. He gave updates to meetings he has attended including the EDC, the General Plan, SWAAAE, CAC, APCD, 99ers, Social Media Archiving, Economic Forecasting, the Truck Center ground breaking, CEO Roundtable, Wildlife Hazard Working Group, Econ Alliance meet and greet and a representative from Salud Carbajal's office. He discussed an option he found for license plate recognition to control the parking lot. He also briefed the board on upcoming meetings. He plans to attend a meeting with the City regarding Airpark Drive, United Airlines for a site visit and the California Aviation and Aerospace day to be held in Sacramento, CA.
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

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

a) Demand Register. The Demand Register, covering warrants 067563 through 067645 in the amount of \$649,272.41 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by a 5-0 vote.

- b) Investment Report. Received and filed.
- 5. DISTRICT COUNSEL'S REPORT. District Counsel Frye Laacke asked the Board to consider adding an item to the agenda under Government Code Section 54954.2(b)(2). Discussion and direction to staff regarding maintenance of airport parcels and excess fill dirt available to the airport. Director Engel made a Motion to add as agenda item 11a. Director Brown Seconded and it was carried by a 5-0 vote.
- 6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

7. The Consent Calendar is approved by ROLL CALL VOTE on one Motion. These items are read only on request of Board members.

The following items are presented for Board approval without discussion as a single agenda item in order to expedite the meeting. SHOULD ANYONE WISH TO DISCUSS OR DISAPPROVE ANY ITEM, it must be dropped from the blanket Motion of approval and be considered as a separate item.

It is the recommendation of staff that the Board receives, and file and/or approve the following leases and agreements or other routine items and authorize the President and Secretary to execute them:

- a) Authorization for the President and Secretary to execute the Second Amendment of Option and Agreement between the District and Santa Barbara Cellular Systems, LTD, a GA Limited Liability Partnership, DBA AT&T Wireless Services.
- b) Authorization for the General Manager to execute the Amendment of Agreement between the District and REACH.
- c) Authorization for two staff members to attend the 2020 Jumpstart Air Service Development Conference to be held June 1-3, 2020 in Reno, NV.

Director Rafferty made a Motion to approve Consent Calendar Items 7(a) through 7(c) as presented. Director Baskett Seconded and it was carried by a 5-0 vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".

8. Discussion and direction to staff regarding parking lot preparation and operation. John Smith, Principal Engineer with Tartaglia Engineering, presented phases of construction and estimated costs.

- 9. Presentation by Cherag Patel regarding Human Trafficking Signs and Prevention. Mr. Patel discussed the importance of the initiative and asked the airport to send staff to get certified in an upcoming seminar he is putting together.
- Authorization for the General Manager to sign the Transportation Leaders against Human Trafficking Pledge. Director Baskett made a Motion, Director Brown Seconded and it was carried by a 5-0 vote.
- 11. Nomination for an Independent Special District Board Member from the Coastal Network to lead the direction of the CSDA by serving as a Director in Seat B or C for the remainder of the 2020-2022 term. Director Rafferty asked to be nominated by the Board for the position. Director Brown made a Motion to award the nomination to Director Rafferty. Director Engel Seconded and it was carried by a 5-0 vote.
- 11a. Discussion and direction to staff regarding maintenance of airport parcels and excess fill dirt available to the airport. Director Baskett made a Motion to authorize the General Manager to proceed, but not to exceed \$80,000. Director Rafferty Seconded and it was carried by a 5-0 vote.

RECESS: At 7:47 p.m.

Return to OPEN SESSION: At 8:00 p.m. The Board and staff reconvened to Open Session.

- 12. CLOSED SESSION. At 8:00 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 111-231-11 (Gov. Code Section 54956.8)

At 8:09 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

DIRECTORS' COMMENTS: Directors Engel and Adams had no comment.

Director Rafferty thanked the Board for their support in the nomination.

Director Baskett asked for a Customs update.

Director Brown stated that the SWAAAE conference was interesting and he is concerned about the PFAS issue.

14. ADJOURNMENT. President Adams asked for a Motion to adjourn to a Regular Meeting to be held on February 27, 2020 at 7:00 p.m. at the regular meeting place. Director Rafferty made that Motion, Director Baskett Seconded and the Motion was carried by a 5-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors	of the Santa Maria Public
Airport District is hereby adjourned at 8:12 p.m.	on February 13, 2020.

Chuck Adams, President	
Hugh Rafferty, Secretary	

# **Monthly Activity Report**

January

# **Aviation Building Information**



3a 2/27/2020

**AGENDA ITEM** 

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	140	0	100%
Corporate T Hanagars	8	8	0	100%
Corprate 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 (SgFt)	28.800	19.449	9.351	68%

#### **Hangar Waiting List**

T-Hangars 16 Corporate/Corporate T-Hangar 23

# **Monthly Activity**

	Jan-19	Dec-19	Jan-20	%Change	
Operations	2,352	2,596	3,055	30%	
Noise/Nuisance Complaints	0	0	2		
Jet\100LL Fuel (Gallons)	31,724	56,386	71,612	126%	

# **Enplanments**

	Jan-19	Dec-19	Jan-20	%Change
Allegiant	1,813	2,113	1,726	-5%
Central Coast Shuttle	988	1,293	925	-6%

#### **Airline Load Factor**

	# of Flights	Load Factor Actual flights	Load Factor SCHD flights
Allegiant	16	69%	69%

# 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	

# DEMAND REGISTER SANTA MARIA PUBLIC AIRPORT DISTRICT

Full consideration has been received by the Sant each demand, numbers 067646 to 067685, and Premier Bank and in the total amount of \$85,433.	d electronic payments on Pacific
CHRIS HASTERT GENERAL MANAGER	DATE
The undersigned certifies that the attached re Santa Maria Public Airport District for eac 067685, and electronic payments on Pacific Prer \$85,433.66 has been approved as being in confeby the Santa Maria Public Airport District a payment.	th demand, numbers 067646 to mier Bank in the total amount of formity with the budget approved
VERONEKA READE MANAGER OF FINANACE AND ADMINISTE	DATE RATION
THE BOARD OF DIRECTORS OF THE SAN DISTRICT APPROVED PAYMENT OF THE THE MEETING OF FEBRUARY 27, 2020.	
HUGH RAFFERTY SECRETARY	

# **Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
067646	2/24/2020	ACCO Engineered Systems	2,370.00	HVAC Maintenance
067647	2/24/2020	Advantage Answering Plus	261.13	Answering Service
067648	2/24/2020	Aflac	374.70	Voluntary Ins Employee
067649	2/24/2020	Archive Social	2,388.00	Computer Support Services
067650	2/24/2020	AT&T	242.37	Phone Service
067651	2/24/2020	Aviation Week & Space Technology	59.00	Subscription
067652	2/24/2020	Bagby Plumbing Service & Repair	770.10	Building Maint Fire Station
067653	2/24/2020	Blueglobes, Inc.	260.16	Lighting & Nav Aid Maint.
067654	2/24/2020	Bomar Security & Investigation	961.00	Security Service
067655	2/24/2020	Clark Pest Control	3,891.00	Pest Control - Terminal & Adm.
067656	2/24/2020	De Lage Landen	102.18	Lease/Maint Copier
067657	2/24/2020	Federal Express	70.33	Freight & Common Carrier
067658	2/24/2020	Frontier Communications	852.98	Telephone Service
067659	2/24/2020	Grainger	103.87	Building Maintenance Terminal
067660	2/24/2020	Home Depot	291.90	Building Maintenance
067661	2/24/2020	J B Dewar, Inc	390.04	Fuel Expense - Gas/Diesel
067662	2/24/2020	J.D. Humann Landscape Contr.	394.75	Landscape Maintenance
067663	2/24/2020	Letters, Inc.	42.00	Auto Maintenance
067664	2/24/2020	McMasters and Carr	85.19	Building Maint Terminal
067665	2/24/2020	Mead & Hunt, Inc.	820.00	Air Service Consulting
067666	2/24/2020	Mission Uniform Service	289.00	Uniform Service
067667	2/24/2020	Napa Auto Parts	160.34	Auto parts
067668	2/24/2020	National Business Aviation Assoc., Inc.	457.50	Membership Renewal
067669	2/24/2020	Carla Osborn	385.52	Unreimbursed Medical Payment (125K)
067670	2/24/2020	Pacific Telemanagement Services	227.92	Pay Phone Service
067671	2/24/2020	Pathpoint	1,830.87	Airport Maintenance Service
067672	2/24/2020	Principal Financial Group	2,830.11	Dental, Life, Disability, & Vision
067673	2/24/2020	Veroneka Reade	10.04	Unreimbursed Medical Payment (125K)
067674	2/24/2020	SB County Air Pollution	1,377.93	
067675	2/24/2020	SCS Engineers	2,533.00	Workplan for Assessment of PFAS
067676	2/24/2020	S Lombardi & Assoc., Inc.	6,315.00	Airport Advertising
067677	2/24/2020	Smith's Alarms & Electronics Inc.	630.00	Fire Alarm Service
067678	2/24/2020	Sousa Tire Service, LLC	875.96	Vehicle Tires
067679	2/24/2020	South Coast Emergency Vehicle Services	1,632.26	ARFF Vehicle Maintenance
067680	2/24/2020	Tri-Counties Plant Service	275.00	Interior Plants Maint.
067681	2/24/2020	WageWorks	100.00	Cafeteria Plan - Admin. Fee
067682		West Coast Industrial Supply		Auto Maintenance
067683		Zee Medical Service Company	123.17	First Aid
067684	2/24/2020	Zoom Imaging Solutions, Inc.	31.23	Lease/Maint Copier Machine
067685	2/24/2020	Mahoney Leasing LLC	10,913.50	
		Subtotal	45,924.91	-

2/13/2020 Pacific Gas & Electric Company	32.96	Terminal/Admin./Main Hangar
2/13/2020 Pacific Gas & Electric Company	24.64	Terminal/Admin./Main Hangar
2/13/2020 Pacific Gas & Electric Company	459.31	Terminal/Admin./Main Hangar
2/13/2020 Pacific Gas & Electric Company	220.01	Terminal/Admin./Main Hangar
2/18/2020 CALPERS	4,794.62	Retirement
2/20/2020 Paychex	24,997.25	Payroll
2/21/2020 Paychex	5,151.00	Payroll Taxes
2/24/2020 Mass Mutual	3,828.96	Employee Paid Retirement
Subtotal	39,508.75	_
		_
Total	85,433.66	-

## **Budget Report**

Account		Actual	Budgeted	Over/(Under)
Number	Account Description	Expenses	Expenses	Budget
71110-100	Electricity - Landing Area	21,333	11,252	10,081
71110-455	Electricity - Hotel Ramp	778	694	85
71120-150	ARFF Services	188,445	439,705	( 251,260 )
71220-100	Signs	1,032	933	98
71310-100	Lighting & Nav Aid Maintenance	11,793	6,490	5,303
71323-100	Runway Generator Maintenance	978	2,310	(1,332)
71330-100	Pavement - Runways & Taxiways	111	4,783	(4,672)
71331-100	Pavement - Ramps & Tiedowns	65	6,329	(6,264)
71345-100	Weed/Wildlife Abatement	25,572	27,341	(1,769)
71350-100	Fencing & Gates		2,508	( 2,508 )
72100-200	Electricity - Hangars	100		100
72110-200	Electricity - Hangars	13,150	12,360	791
72130-200	Water/Sewer - Hangar	1,121	2,222	( 1,101 )
72150-200	Emergency Phones - Hangars	1,234	957	277
72260-200	Landscaping Hangar Area	3,523	4,033	(511)
72290-200	Miscellaneous Hangar Supplies		817	( 817 )
72300-200	Building Maintenance - Hangar Area	2,975	11,025	(8,050)
72310-200	Lighting Maintenance - Hangars	468	4,083	( 3,615 )
72311-200	Janitorial Sv Hangar Area	8,085	8,206	( 121 )
72328-200	Fire Extinguisher Service - Hangar		875	( 875 )
72331-200	Pavement - Ramp - Hangars		6,563	(6,563)
72350-200	Fencing & Gates	881	1,779	( 898 )
72445-200	Fire Alarm Service - Hangars	2,688	1,902	786
72480-200	Waste Oil Removal - Hangars	522	1,021	( 499 )
73700-721	Owner Build - Water/Sewer	357	512	( 155 )
73700-722	Owner Build - Electricity	102	126	(23)
73700-723	Owner Build - Restroom Janitorial	1,470	1,492	( 22 )
73700-724	Owner Build - Maintenance		583	( 583 )
74110-203	Electricity - Main Hangar	20,167	19,614	553
74110-204	Utilities - 3940 Mitchell Rd.	135	163	(28)
74120-203	Gas- Main Hangar	899	780	119
74130-125	Water/Refuse - Paint Hangar	2,023	2,830	( 806 )
74130-203	Water/Refuse - Main Hangar	2,267	3,697	( 1,431 )
74150-125	Emergency Phone Lines - Paint Hangar	1,126	1,240	( 114 )
74150-203	Emergency Phone Lines - Main Hangar	420	346	74
74260-400	Landscaping - FBO	2,138	650	1,488
74300-400	Building Maintenance - FBO	3,178	7,729	( 4,552 )
74311-203	Janitorial Sv Main Hangar & FBOs	1,470	1,492	(22)
74311-218	FBO- Water/Refuse/Sewer	831	1,825	( 994 )
74315-400	Fire Sprinkler Maintenance		1,458	( 1,458 )
74331-400	Pavement - Ramps & Tiedowns	114	1,167	( 1,053 )
74340-400	Drainage Maintenance	91	875	( 784 )
74350-400	Fencing & Gates	10,573	13,300	( 2,727 )
74445-125	Fire Alarm Service - Paint Hangar	705	245	460
74445-203	Fire Alarm Service - Main Hangar	705	245	460
75110-249	Electricity - Terminal	54,587	60,115	(5,528)

# **Budget Report**

Account Number	Account Description	Actual Expenses	Budgeted Expenses	Over/(Under) Budget
75120-249	Gas - Terminal	2,516	1,826	690
75130-249	Water/Refuse/Sewer - Terminal	7,336	11,960	(4,624)
75150-249	Emergency Phone Lines - Terminal	4,649	3,858	790
75150-250	Pay Phone Service - Terminal	1,595	1,595	-
75150-300	Audio & Video Monthly Charges	2,247	1,999	247
75220-250	Signs	783	1,167	(384)
75255-250	Janitorial Sv Terminal Area	55,832	53,827	2,005
75260-250	Landscaping - Terminal	15,461	17,702	(2,240)
75300-249	Building Maint Terminal	9,631	20,825	(11,194)
75300-339	Building Maintenance - Fire Station	793	3,343	(2,549)
75310-240	Lighting Maintenance - Streets	68	583	(515)
75310-249	Lighting Maintenance - Terminal	1,077	2,333	(1,257)
75310-339	Lighting Maintenance - Fire Station	·	58	(58)
75323-249	Generator Maintenance - Terminal	895	1,167	(271)
75323-339	Generator Maintenance - Fire Station	798	875	`(77 )
75333-250	Pavement - Roads - Terminal Area	8,242	5,833	2,408
75350-250	Fencing & Gates - Terminal	428	1,167	(739)
75465-249	Automatic Door Maintenance	1,092	3,500	(2,408)
75475-249	Interior Plant Service - Terminal	1,925	1,925	-
75700-740	Terminal Accessories	3,392	7,793	(4,401)
75700-761	Fire Fighting Equipment	,	6,854	(6,854)
76110-300	Electric - Street Lights	1,128	1,176	(48)
76110-310	Electric - Retention Dam Pumps	1,297	2,242	( 945 )
76140-300	Recycled Water	,	1,313	(1,313)
76220-250	Signs		583	(583)
76260-300	Landscaping - RGL	5,070	5,805	(735)
76290-300	South Well Repairs	-,-	292	(292)
76310-300	Street Light Maintenance		292	(292)
76340-300	Drainage Maintenance	1,402	3,500	(2,098)
76345-300	North Well Repairs	, -	875	(875)
76350-300	Fencing & Gates		1,458	(1,458)
76360-300	Stormwater Retention Facilities	5,461	1,983	3,478
76700-750	MHP - Salaries	55,029	54,154	875
76700-752	MHP - Maintenance	14,028	17,961	(3,933)
76700-753	MHP - MHP Liability Insurance	6,854	3,369	3,486
76700-754	MHP - Utilities	99,684	93,088	6,596
76700-755	MHP - Property Management	16,450	16,450	-
76700-757	MHP - General and Admin. Expense	13,780	9,278	4,502
87010-451	General Manager	93,657	93,353	304
87010-452	Manager of Ops & Maintenance	55,399	58,017	(2,618)
87010-453	Manager of Finance& Admin	50,838	55,255	(4,416)
87010-454	Operations Officer	27,598	33,138	(5,540)
87010-455	Administrative Assistant	33,518	35,509	(1,991)
87010-456	Maintenance Foreman	42,917	44,025	(1,108)
87010-457	Maintenance Workers III	40,875	68,497	(27,622)
87010-458	Maintenance Worker I	46,381	43,810	2,571
		•	*	*

# **Budget Report**

Account Number	Account Description	Actual Expenses	Budgeted Expenses	Over/(Under) Budget
87010-460	Accounting Clerk	39,192	54,330	(15,138)
87010-462	Receptionist	18,360	24,849	(6,489)
87020-473	Longevity Pay	15,745	17,409	(1,664)
87030-481	Medicare Tax	7,787	7,726	60
87030-482	Medical Insurance	134,217	149,759	( 15,542 )
87030-483	Dental Insurance	7,615	6,791	824
87030-484	Auto Allowance	7,731	8,050	(319)
87030-485	Life Insurance	2,331	2,493	(162)
87030-486	Disability Insurance	3,787	4,293	(506)
87030-487	PERS Retirement	184,627	136,502	48,125
87030-488	Worker's Compensation	9,562	12,349	(2,787)
87030-489	Employee Vision Coverage	965	890	75
87110-150	Electricity - Shop	1,718	2,093	(375)
87110-217	Electricity - Administration Building	7,920	7,044	` 876 <sup>′</sup>
87120-150	Gas - Shop	149	149	(0)
87120-217	Gas - Administration Building	415	116	299
87130-150	Water/Refuse - Shop	1,403	2,605	(1,202)
87130-217	Water/Sewer - Administrative Building	591	1,069	(479)
87130-500	Water - Landscaping	12,463	19,284	( 6,821 )
87140-500	Trash - Paper Recycling	530	858	(328)
87160-501	Cellular Phone	7,102	8,604	(1,502)
87160-502	Security Phone Lines	706	621	` 85 <sup>°</sup>
87160-504	Administration Office - Monthly Service	3,602	3,432	170
87160-505	Administration Office - Toll Calls	891	1,121	(229)
87160-507	Administration Office - Fax Line	895	846	` 48
87160-509	Tower & Fire Station	1,677	1,828	( 151 )
87160-510	Shop Phone	1,479	1,390	` 89 <sup>´</sup>
87160-511	Answering Service	2,169	1,945	224
87210-500	Security Supplies	,	1,983	(1,983)
87230-500	Janitorial Supplies	6,573	5,402	` 1,171 <sup>′</sup>
87240-500	Small Tools	4,349	5,275	(926)
87260-150	Shop Supplies	1,449	2,654	(1,205)
87270-531	Fuel Expense - Gas/Oil	6,295	5,828	468
87270-532	Fuel Expense - Diesel Fuel/Oil	8,756	7,869	886
87275-500	Solvent	347	1,122	(774)
87280-546	First Aid	671	326	` 345 <sup>′</sup>
87280-547	Safety Equipment	3,030	2,129	900
87280-548	Training Supplies	-,	350	(350)
87286-500	Uniform Service	4,751	4,517	234
87290-500	Sundries	2,558	2,603	(46)
87300-150	Building Maintenance - Shop	2,869	2,129	740
87300-217	Building Maintenance - Admin	3,077	4,620	(1,543)
87321-150	Equipment Maintenance - Shop	9	438	(428)
87322-500	Radio Maintenance	-	1,781	(1,781)
87324-521	Copier	4,413	4,718	(305)
87324-523	Maintenance - Postage Machine	1,089	842	246

# **Budget Report**

Account Number	Account Description	Actual Expenses	Budgeted Expenses	Over/(Under) Budget
87328-500	Fire Extinguisher Service		1,779	(1,779)
87360-536	Automotive Maintenance - Mechanical	2,232	4,667	( 2,434 )
87360-537	Automotive Maintenance - Tires	2,267	2,333	(67)
87370-541	Heavy Equip Maint - Mechanical	5,935	9,625	(3,690)
87370-542	Heavy Equip Maint - Tires	957	5,833	(4,876)
87370-543	ARFF Vehicle Maintenance	3,020	12,250	(9,230)
87380-554	Fuel System - Fire Alarm Service	210	583	(373)
87400-500	Directors Fees	7,100	12,250	(5,150)
87412-500	Payroll Processing Fees	3,936	3,272	664
87414-500	Annual Audit	19,791	17,085	2,706
87420-500	Legal Counsel Services	31,672	44,565	( 12,893 )
87422-500	Legal Services Contingencies	89		89
87440-500	Security Service	128,555	229,361	( 100,807 )
87443-500	Security Sys Maint & Repairs	5,975	4,083	1,892
87450-500	Janitorial Service - Admin	6,615	6,714	(99)
87470-500	Landscaping Services	2,290	2,622	(332)
87472-500	Landscaping Contingencies	2,067	2,917	(850)
87475-500	Internet/Web Page Maintenance	12,183	10,977	1,206 <sup>°</sup>
87510-562	Bank Charges - Service Charges	8,411	7,765	646
87520-566	Freight & Common Carrier	400	433	(33)
87520-567	Postage	600	933	(333)
87520-568	Printing & Stationery	101	602	(501)
87520-570	Misc Office Supplies	4,061	8,792	(4,730)
87520-572	Books & Publications	926	1,051	(125)
87530-581	Computer Supplies	7,341	10,669	(3,328)
87530-583	Computer Support Services	71,444	59,074	12,370
87540-600	Dues and Memberships	2,318	2,869	(551)
87540-601	Dues -AAAE	3,700	2,917	783
87540-603	Dues - SWAAAE	285	333	(48)
87540-605	Dues - Chamber of Commerce	8,050	4,667	3,383
87540-606	Dues - National Notary Association		88	(88)
87540-607	Dues - CA Special Districts Association	7,302	3,950	3,352
87540-608	Dues - AAAE ARDF CA Airport Storm		2,888	(2,888)
87540-610	Costco Membership	180	96	84
87540-618	Santa Maria Times		88	(88)
87540-628	Pro-rata Share of LAFCO Budget	2,869	1,674	1,195
87600-596	Advertising - Legal	440	1,750	(1,310)
87600-597	Advertising - General	250	,	250
87600-599	Advertising - Airport Advertising	36,601	32,958	3,643
87610-100	Depreciation - Landing Area	621,377	777,169	(155,792)
87610-200	Depreciation - Hangar Area	68,666	84,552	( 15,886 )
87610-250	Depreciation - Terminal Area	182,861	207,969	(25,108)
87610-300	Depreciation - RGL	123,270	138,013	(14,743)
87610-400	Depreciation - Main Hangar & FBO	26,802	31,270	(4,468)
87610-500	Depreciation - Administration	93,366	104,683	(11,317)
87620-692	Emergency Exercises	,	292	(292)

# **Budget Report**

Account Number	Account Description	Actual Expenses	Budgeted Expenses	Over/(Under) Budget
87630-591	Insurance - Airport Liability	7,554	8,687	(1,133)
87630-592	Insurance - Auto, Fire, Property	47,725	54,349	(6,623)
87630-595	Insurance - General Liability	18,904	22,055	(3,151)
87650-641	Taxes - Sales	80		80
87650-643	Permits	1,946	2,859	( 913 )
87650-646	Storm Water Permits	4,950	1,124	3,827
87660-500	Education	3,900	9,333	(5,434)
87670-500	Business Travel & Entertainment	36,421	42,165	(5,744)
87679-500	Employee Recognition	1,624	2,217	(592)
87700-791	Sig Items - Training Live Burn		14,000	( 14,000 )
88680-681	SM Chamber Economic Development	36,300	21,175	15,125
88680-685	Airshow Expense		198,095	( 198,095 )
88680-691	Planning & Marketing	5,234	20,417	( 15,183 )
88680-692	Consulting Services - Aviation	43,278	45,783	(2,505)
88680-693	Consulting Services - Contingencies	51,152	80,369	( 29,217 )
88680-702	Rent Credit - Operations	3,095	5,833	( 2,738 )
88700-701	Airfest Expense - Nonprofit Donations	250.00		250
88700-702	Airfest Expenses- Gala/VIP Tent	87,360		87,360
88700-703	Airfest Expenses- Performers	174,682		174,682
88700-704	Airfest Expenses- Insurance	6,484		6,484
88700-705	Airfest Expenses- Miscellaneous	8,233		8,233
88700-706	Airfest Expenses- Advertising	100,522		100,522
88700-707	Airfest Expenses- Rental Cars	6,557		6,557
88700-708	Airfest Expenses- Lodging	63,448		63,448
88700-709	Airfest Expenses- Safety & Security	78,006		78,006
	Total	3,938,423	4,394,238	( 455,815 )

# Santa Maria Public Airport District Statement of Net Position For the Year to Date January 31, 2020

Current assets:	
Cash and cash equivalents	2,384,028
Restricted - cash and cash equivalents	5,073,255
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	65,036
Prepaid expenses and deposits	86,186
Total current assets	7,616,506
Non-current assets:	
Note receivable	140,579
Capital assets, not being depreciated	10,208,729
Depreciable capital assets	21,777,297
Deferred other post-employment benefits outflows	6,434
Deferred pension outflows	392,595
Total non-current assets	32,525,634
Total assets	40,142,141
Current liabilities:	
Accounts payable and accrued expenses	283,193
Accrued wages and related payables	(6,870)
Unearned Revenue (customer prepaid)	126,047
Hangar and other deposits	115,892
Long-term liabilities - due in one year:	
Compensated absences	23,562
Land improvements payable	3,169
Total current liabilities	544,994
Long-term liabilities - due in more than one year	
Compensated absences	70,687
Land improvements payable	3,729
Total other post-employment benefits liability	263,160
Net pension liability	1,729,838
Deferred pension inflows	97,872
Total long term liabilities	2,165,286
Total liabilities	2,710,280
Net position:	
Retained Earnings	37,116,091
Change in Net Position	315,769
Total net position	37,431,860
Total liabilities and net position	40,142,141

#### SANTA MARIA PUBLIC AIRPORT DISTRICT PROFIT AND LOSS STATEMENT YEAR TO DATE JANUARY 31, 2010

	Year to Date	Monthly Average	Month Ending 01/31/20	Percentage of Average
Revenues from Operations:				
Landing area				
Landing fees and tiedowns	42,442	6,063	4,649	77%
Fuel flowage fees Subtotal	33,760 76,202	4,823 10,886	4,297 8,946	89% 82%
Hangar area T- Hangar	218,714	31,245	31,666	101%
Corporate T-Hangars	148,533	21,219	21,248	100%
T-Hangar Storage Units	16,772	2,396	2,396	100%
Owner Build Hangars Subtotal	11,543 395,562	1,649 56,509	1,649 56,959	100% 101%
545.54		00,000	00,000	.0.70
Main hangar and F.B.O. area	104 204	14 000	14 400	070/
Main Hangar Commercial Hangars	104,291 194,583	14,899 27,798	14,480 26,903	97% 97%
Land Leases	55,825	7,975	7,975	100%
Subtotal	354,698	50,671	49,358	97%
Terminal area		-		
Car Rental and Ground Transportation	112,117	16,017	11,181	70%
Terminal Space Lease TSA LEO Reimbursement	101,984 7,260	14,569 1,037	13,984	96% 0%
Subtotal	221,362	31,623	25,165	80%
Revenue generating land  Land Lease Recreational	24,128	3,447	3,811	111%
Agricultural Leases	415,643	59,378	60,444	102%
Airport Business Park	81,200	11,600	11,600	100%
Airport Hotel Airport Mobile Home Park	102,570 271,775	14,653 38,825	12,060 37,858	82% 98%
Subtotal	895,315	127,902	125,773	98%
A desired Acadima		-		
Administrative Badging Income	3,135	448	655	146%
Miscellaneous Income	1,095	156	58	37%
Subtotal	4,230	604	713	118%
Air Show Revenue	230,665	32,952		0%
Subtotal	230,665	32,952	1,426	4%
Total revenues from operations	2,178,034	311,148	268,338	86%
Operating Expenses:				
Landing area	61,662	8,809	5,277	60%
Hangar area	36,676	5,239	3,074	59%
Main hangar and F.B.O.	46,842	6,692	4,327	65%
Terminal area Revenue generating land	173,347 220,184	24,764 31,455	16,276 29,429	66% 94%
Payroll and Benefits	823,102	117,586	98,267	84%
Utilities	43,709	6,244	3,905	63%
Supplies Maintenance and Repairs	38,778 26,077	5,540 3,725	2,464 4,266	44% 115%
Contractual Services	307,537	43,934	20,807	47%
ARFF Services	188,445	26,921	4 004	0%
Security Services Office Supplies/Postage/Printing and Stationery	128,555 13,429	18,365 1,918	1,661 927	9% 48%
Dues and Subscriptions	24,704	3,529	300	9%
Advertising	37,291	5,327	10,016	188%
Depreciation Insurance	1,116,342 74,183	159,477 10,598	454	0% 4%
Business Travel and Entertainment	36,422	5,203	4,358	84%
Air Show Expense Other Miscellaneous Expense	525,542	75,077 2,228	7,061	9% 160%
Other Miscellaneous Expense	15,595		3,557	10076
Total Expenses	3,938,424	562,632 -	216,425	38%
Operating income (loss)	( 1,760,389 )	( 251,484 )	51,913	-21%
Non-Operating Revenues (Expenses):		-		
PFC Revenue	55,110	7,873		0%
Interest income Tax revenues	105,951 1,000,441	15,136 142,920	28,807 12,486	190% 9%
AIP grant	914,657	130,665	12,730	0%
Miscellaneous income				
Total non-operating rev (exp)	2,076,159	296,594	41,294	14%
Net Income	315,769	45,110	93,206	207%



February 27, 2020

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

Subject: Sampling Proposal for PFAS

#### Recommendation

It is recommended that the Board authorize the General Manager execute a contract and proceed with sampling for PFAS through SCS Engineers.

#### **Discussion**

The District received an Order (attached) from the State Water Resources Control Board (SWRCB) to develop a workplan to sample airport property for PFAS, a chemical known to be in Aqueous Film Forming Foam (AFFF) used as an extinguishing agent as required by the FAA for Aircraft Rescue Firefighting operations at all FAR part 139 Airports. Through our consultant SCS Engineers a work plan was developed and ultimately approved by the SWRCB (attached) for a total expense of \$6,500 plus expenses for site visits with SWRCB staff.

The District is required to conduct sampling prior to March 22, 2020. Due to lab and drilling team availability we have requested an extension and expect approval to complete work by May 31, 2020. The full work plan and proposal are available for review, total cost the sampling and lab analysis is estimated to be \$68,380. Although this is a large expense, staff was very pleased with the work done by SCS Engineers to produce an initial work plan that resulted in a commonsense approach and considerable savings over neighboring airports who have reportedly spent an average of \$200,000 for their sampling efforts. Staff and District Counsel remain engaged to find additional resources for possible reimbursement of these funds.

Please let me know if you have any questions.

Sincerely,

CHRIS HASTERT, CM General Manager

Chir Hat





#### **Central Coast Regional Water Quality Control Board**

March 20, 2019

CERTIFIED MAIL: 7016 2140 0000 6901 4834

Rick Tokoph, Operations Manager Santa Maria Airport 3217 Terminal Dr. Santa Maria, CA 93455

WATER CODE SECTION 13267 ORDER WQ 2019-0005-DWQ FOR THE DETERMINATION OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES AT Santa Maria Pub/Capt G Allan Hancock Fld, AIRPORT ID SMX, Santa Barbara County, T10000012770

The enclosed Order was issued pursuant to Water Code section 13267 by the State Water Resources Control Board (State Water Board) and requires that Santa Maria Public Arpt Dist submit information to the Central Coast Regional Water Quality Control Board (Regional Water Board).

Santa Maria Pub/Capt G Allan Hancock Fld<sup>1</sup> is identified as a facility that has accepted, stored, or used materials that may contain per- and polyfluoroalkyl substances (PFAS). Order WQ 2019-0005-DWQ requires you to submit technical reports to investigate PFAS impacts to your site as specified in the Order attachment. If you do not accept these materials, you may submit the completed questionnaire included in the Order.

If you have any questions regarding this Order, please contact Greg Bishop at (805) 549-3132 or by email at <a href="mailto:Greg.bishop@waterboards.ca.gov">Greg.bishop@waterboards.ca.gov</a>. Additional questions can be sent via email to <a href="mailto:pfas@waterboards.ca.gov">pfas@waterboards.ca.gov</a>. PFAS related State Water Board activities, information, and contact information can be found at <a href="http://waterboards.ca.gov/pfas">http://waterboards.ca.gov/pfas</a>.

John M. Robertson Executive Officer

<sup>&</sup>lt;sup>1</sup> Facility names and owner are those listed on the U.S. Department of Transportation Federal Aviation Administration Airport Master Record (FAA FORM 5010-1) and were obtained from https://www.gcr1.com/5010WEB/.

Enclosure: Order WQ 2019-0005-DWQ

cc (via email): Greg Bishop, Central Coast Regional Water Board Patrick Magnotta, Airport Planning and Environment Division, Federal Aviation Administration Anthony Butters, Airport Safety and Operations Division, Federal Aviation Administration





#### **State Water Resources Control Board**

# WATER CODE SECTION 13267 ORDER FOR THE DETERMINATION OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES

#### **ORDER WQ 2019-0005-DWQ**

Pursuant to Water Code section 13267, The State Water Resources Control Board (State Water Board) requires you to submit information as described below. Failure to comply with this Order may subject you to civil liability of up to \$5,000 per day for each day in which the violation occurs.

Your site is identified in **Attachment 1** as a facility that has accepted, stored, or used materials that may contain per- and polyfluoroalkyl substances (PFAS). Therefore, you are required to submit the information in **Attachment 2** to the appropriate Regional Water Quality Control Board (Regional Water Board) identified in the cover letter.

#### I. BACKGROUND

#### A. WHAT ARE PFAS?

PFAS is a family of more than 3,000 man-made and mostly unregulated chemicals that have been produced since the mid-1900s. They are mobile, persistent, and bioaccumulative. They are resistant to degradation in the environment and when degradation occurs, it often results in the formation of other PFAS compounds. The PFAS compounds have very different physical and chemical properties. Currently the key classes of concern are perfluoroalkyl sulfonic acids such as the long-chain, more commonly known PFAS, perfluorooctanesulfonate (PFOS) and perfluorooctanoic acid (PFOA).

PFAS are manufactured globally and have been used in the production of a wide range of industrial and household products. PFAS are found in many products such as dental floss, non-stick cookware, food packaging materials, non-stick products (e.g., Teflon<sup>™</sup>), waterproof and water repellant textiles, water repellant furniture, carpet, polishes, waxes, paints, cleaning products, medical garments, and fire-fighting foams (Aqueous Film-Forming Foams or AFFF). PFAS are used in the Aerospace, Automotive, Chemical, Electronics, Metal Coatings and Plating, and Textiles industries due to their friction-reducing characteristics. Potential firefighting sources of PFAS include airports

and aviation facilities, military bases and training centers, petroleum refineries and terminals, and petrochemical production facilities. Non-industrial PFAS sources include Waste Disposal Facilities, Wastewater Treatment Plant Operations, and Biosolids Application to Agriculture. Secondary sources of PFAS include waste streams such as landfills and wastewater treatment plants. More information on PFAS chemicals can be found at United States Environmental Protection Agency (U.S. EPA) website at: <a href="https://www.epa.gov/pfas">https://www.epa.gov/pfas</a>.

PFAS are extremely persistent in the environment and highly mobile in water. People are exposed to PFOS and PFOA through food, food packaging, consumer products, house dust, and drinking water. Since these chemicals have been used in an array of consumer products, scientists have found PFOA and PFOS in the blood of nearly all people tested. Exposure through drinking water has become an increasing concern due to the tendency of PFAS to accumulate in groundwater.

Based on the current available peer-reviewed studies on laboratory animals and epidemiological evidence in human populations, the U.S. EPA released the following statement:

"These studies indicate that exposure to PFOA and PFOS over certain levels may result in adverse health effects, including developmental effects to fetuses during pregnancy or to breastfed infants (e.g., low birth weight, accelerated puberty, skeletal variations), cancer (e.g., testicular, kidney), liver effects (e.g., tissue damage), immune effects (e.g., antibody production and immunity), thyroid effects and other effects (e.g., cholesterol changes)."

Please see U.S. EPA Technical Note for more information: https://www.epa.gov/sites/production/files/2017-12/documents/ffrrofactsheet\_contaminants\_pfos\_pfoa\_11-20-17\_508\_0.pdf

#### **B. WHICH PFAS?**

We are interested in all PFAS that exist in the environment. Due to analytical limitations, the focus of this order is on 39 PFAS analytes including PFOA and PFOS listed in **Attachment 2.** The PFAS analyte list is not exhaustive but is intended to serve as a minimum requirement for sampling pursuant to this Order. Some laboratories may be capable of analyzing additional PFAS that are not included on the list.

#### C. WHY IS THIS ACTIVITY REQUIRED?

The State Water Board and the Regional Water Boards are charged with the protection of the beneficial uses of water in California, including water used or intended for use as drinking water. If PFAS were used, or materials suspected of containing PFAS were disposed at your facility, technical reports are required to investigate the presence of PFAS. This is part of a statewide effort to determine whether the groundwater is impacted by PFAS and obtain a preliminary understanding of PFAS concentrations at facilities. The State Water Board intends to direct other dischargers identified as potential PFAS sources in the state to perform PFAS testing. The State Water Board and the Regional Water Boards will evaluate the data collected to make informed

decisions in implementing appropriate regulatory action, in anticipation of emerging regulatory standards for PFAS.

In May 2016, the United States Environmental Protection Agency (U.S. EPA) established Health Advisory Levels of 70 parts per trillion (ppt) (0.07 micrograms per liter (µg/L)) for PFOA and 70 ppt for PFOS. These concentrations are now considered a screening level. For more information on these advisories see U.S. EPA's website at: https://www.epa.gov/ground-water-and-drinking-water/drinking-water-health-advisories-pfoa-and-pfos.

Additionally, in July 2018, the State Water Board's Division of Drinking Water (DDW) issued drinking water notification levels for PFOS and PFOA at 13 ppt and 14 ppt, respectively, per recommendations from California's Office of Environmental Health Hazard Assessment (OEHHA). DDW requires a combined PFOS/PFOA response level of 70 ppt. More information on notification levels for PFAS compounds can be found at: https://www.waterboards.ca.gov/drinking\_water/certlic/drinkingwater/PFOA\_PFOS.html.

Water Code section 106.3 indicates it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by directing investigations to determine the presence of PFAS in and near waters that could be used for drinking water purposes.

Additional justification supporting the need for the investigation is included in **Attachment 2**.

#### II. WATER CODE SECTION 13267 ORDER FOR TECHNICAL REPORTS

Water Code section 13267(b), provides that "a regional board may require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region... or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires... In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports."

Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination. The release of PFAS into the environment or the disposal of wastes containing PFAS constitutes a discharge of waste as defined in Water Code section 13050(d).

Pursuant to this authority, **you are hereby ordered to submit technical reports identified in Attachment 2.** Additional information regarding requirements for submitting technical reports under Section 13267 of the Water Code is included as **Attachment 3**.

#### III. COST AND BENEFIT OF TECHNICAL REPORTS

Water Code section 13267(b) specifies that the burden, including costs, of these reports must bear a reasonable relationship to the State Water Board's need for the reports and the benefits to be obtained from the reports.

The cost of the technical reports bears a reasonable relationship to the benefit to be gained because, in terms of public health and environmental harm, contamination of groundwater must be identified before corrective action can be taken, if appropriate.

#### IV. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The issuance of this Order is an action to protect the environment and is categorically exempt from the provisions of the California Environmental Quality Act pursuant to sections 15304 and 15308, Chapter 3, Title 14 of the California Code of Regulations.

#### V. PENALTIES

Water Code section 13268 provides that failure to submit the required information by the specified compliance date, or falsifying any information provided therein, is a misdemeanor and may result in civil liability. Noncompliance may subject you to civil liability in the amount of up to \$5,000 for each day of violation. Please be advised that compliance with this Order is not a substitute for compliance with other applicable laws.

#### **Perjury Statement**

Pursuant to Water Code section 13267(b)(1), the Water Board requires you to include the following perjury statement, signed by a duly authorized representative, in all reports submitted pursuant to this Order:

"I, [NAME], certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision, and the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant civil penalties for submitting false information."

5 1.

March 20, 2019	Cien Sobre
Date	Eileen Sobeck
	Executive Director

# **ATTACHMENTS**:

**Attachment 1 - List of Facilities** 

Attachment 2 - Technical Report Requirements & Questionnaire

Attachment 3 - Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the Water Code

ORDER WQ 2019-0005-DWQ March 20, 2019

# ATTACHMENT 1 LIST OF AIRPORT FACILITIES

CALIFORNIA WATER CODE SECTION 13267 ORDER FOR THE DETERMINATION OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES

AIRPORTS CERTIFIED FOR AQUEOUS FILM FORMING FOAM (AFFF) USE

FACILITY NAME <sup>1</sup> (AIRPORT ID)	GEOTRACKER GLOBAL ID	PROPERTY ADDRESS	OWNER <sup>1</sup>
JACK MC NAMARA FIELD	T10000012761	150 DALE RUPERT RD	BORDER COAST REGIONAL ARPT AUTH
(CEC)		CRESCENT CITY, CA 95531	150 DALE RUPERT ROAD
			CRESCENT CITY, CA 95531
CALIFORNIA REDWOOD COAST-	T10000012762	3561 BOEING AVE.	HUMBOLDT COUNTY
HUMBOLDT COUNTY		MCKINLEYVILLE, CA 95519	1106 SECOND ST
(ACV)			EUREKA, CA 95501
CHARLES M SCHULZ - SONOMA	T10000012763	2290 AIRPORT BLVD	SONOMA COUNTY
COUNTY		SANTA ROSA, CA 95403	2290 AIRPORT BLVD
(STS)			SANTA ROSA, CA 95403
METROPOLITAN OAKLAND INTL	T10000012764	1 Airport Dr,	PORT OF OAKLAND
(OAK)		OAKLAND, CA 94621	530 WATER ST.
			OAKLAND, CA 94607
BUCHANAN FIELD	T10000012765	550 SALLY RIDE DR.	CONTRA COSTA COUNTY
(CCR)		CONCORD, CA 94520	550 SALLY RIDE DR.
			CONCORD, CA 94520
SAN FRANCISCO INTL	T10000012790	SAN FRANCISCO, CA 94128	CITY & COUNTY OF SAN FRANCISCO
(SFO)			PO BOX 8097
			SAN FRANCISCO, CA 94128
NORMAN Y MINETA SAN JOSE	T10000012766	1701 AIRPORT BLVD., SUITE	CITY OF SAN JOSE
INTL		B-1130	200 E. SANTA CLARA STREET
(SJC)		SAN JOSE, CA 95110-1206	SAN JOSE, CA 95113
MONTEREY RGNL	T10000012767	200 FRED KANE DR., SUITE	MONTEREY PENIN ARPT DIST
(MRY)		200	200 FRED KANE DR., SUITE 200
		MONTEREY, CA 93940	MONTEREY, CA 93940
SAN LUIS COUNTY RGNL	T10000012768	975 AIRPORT DRIVE, SUITE 1	
(SBP)		SAN LUIS OBISPO, CA 93401	COUNTY GOVERNMENT CENTER
			SAN LUIS OBISPO, CA 93408

ORDER WQ 2019-0005-DWQ March 20, 2019

FACILITY NAME <sup>1</sup> (AIRPORT ID)	GEOTRACKER GLOBAL ID	PROPERTY ADDRESS	OWNER <sup>1</sup>
SANTA BARBARA MUNI	T10000012769	601 FIRESTONE RD	CITY OF SANTA BARBARA
(SBA)		GOLETA, CA 93117	CITY HALL
			SANTA BARBARA, CA 93101
SANTA MARIA PUB/CAPT G ALLAN	T10000012770	3217 TERMINAL DR	SANTA MARIA PUBLIC ARPT DIST
HANCOCK FLD		SANTA MARIA, CA 93455	3217 TERMINAL DR
(SMX)			SANTA MARIA, CA 93455
ВОВ НОРЕ	T10000012771	2627 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA ARPT
(BUR)		BURBANK, CA 91505	2627 HOLLYWOOD WAY
			BURBANK, CA 91505
LONG BEACH /DAUGHERTY FIELD/	T10000012772	4100 DONALD DOUGLAS DR	CITY OF LONG BEACH
(LGB)		LONG BEACH, CA 90808	CITY HALL 333 W. OCEAN
			LONG BEACH, CA 90802
LOS ANGELES INTL	T10000012773	ONE WORLD WAY	CITY OF LOS ANGELES
(LAX)		LOS ANGELES, CA 90009	1 WORLD WAY BOX 92216
			LOS ANGELES, CA 90009-2216
OXNARD	T10000012774	2889 W 5TH ST	COUNTY OF VENTURA
(OXR)		OXNARD, CA 93030	555 AIRPORT WAY
			CAMARILLO, CA 93010
CHICO MUNI	T10000012788	150 Airpark Blvd	CITY OF CHICO
(CIC)		CHICO, CA 95927	PO BOX 3420
			CHICO, CA 95927
FRESNO YOSEMITE INTL	T10000012775	4995 E CLINTON WAY	CITY OF FRESNO
(FAT)		FRESNO, CA 93727	4995 E CLINTON WAY
			FRESNO, CA 93727
MEADOWS FIELD	T10000012776	3701 WINGS WAY, #300	COUNTY OF KERN
(BFL)		BAKERSFIELD, CA 93308	DEPT OF ARPTS, 3701 WINGS WAY,
			#300, 3701 WINGS WAY, SUITE 300
			BAKERSFIELD, CA 93308
SACRAMENTO INTL	T10000012777	6900 AIRPORT BLVD	COUNTY OF SACRAMENTO
(SMF)		SACRAMENTO, CA 95837	6900 AIRPORT BLVD
			SACRAMENTO, CA 95837

ORDER WQ 2019-0005-DWQ March 20, 2019

FACILITY NAME <sup>1</sup> (AIRPORT ID)	GEOTRACKER GLOBAL ID	PROPERTY ADDRESS	OWNER <sup>1</sup>
STOCKTON METROPOLITAN	T10000012778	5000 S. AIRPORT WAY	COUNTY OF SAN JOAQUIN
(SCK)		ROOM 202	5000 S AIRPORT WAY
		STOCKTON, CA 95206	STOCKTON, CA 95206
REDDING MUNI	T10000012779	REDDING MUNI AIRPORT,	CITY OF REDDING
(RDD)		6751 WOODRUM CIRCLE	AIRPORTS DIVISION,
		SUITE 200	6751 WOODRUM CIRCLE, #200
		REDDING, CA 96002	REDDING, CA 96002-6071
MAMMOTH YOSEMITE	T10000012789	1300 Airport Road	TOWN OF MAMMOTH LAKES
(MMH)		MAMMOTH LAKES, CA	1300 AIRPORT ROAD
		93546	MAMMOTH LAKES, CA 93546
			760-934-3813
SOUTHERN CALIFORNIA	T10000012780	18374 PHANTOM WEST	SOUTHERN CA LOGISTICS ARPT AUTH
LOGISTICS		VICTORVILLE, CA 92394	18374 PHANTOM
(VCV)			VICTORVILLE, CA 92394
IMPERIAL COUNTY	T10000012781	1099 AIRPORT ROAD	IMPERIAL COUNTY
(IPL)		IMPERIAL, CA 92251	1099 AIRPORT ROAD
			IMPERIAL, CA 92251
PALM SPRINGS INTL	T10000012782	3400 E. TAHQUITZ-CANYON	CITY OF PALM SPRINGS
(PSP)		WAY, SUITE OFC	3400 E. TAHQUITZ CANYON WAY
		PALM SPRINGS, CA 92262	PALM SPRINGS, CA 92262
MC CLELLAN-PALOMAR	T10000012786	2192 PALOMAR AIRPORT	COUNTY OF SAN DIEGO
(CRQ)		ROAD	1960 JOE CROSSON DRIVE
		CARLSBAD, CA 92011-4409	EL CAJON, CA 92020-1235
SAN DIEGO INTL	T10000012787	3225 N HARBOR DRIVE	SAN DIEGO CNTY REG ARPT AUTHORITY
(SAN)		SAN DIEGO, CA 92101-1022	3225 N HARBOR DRIVE
			SAN DIEGO, CA 92101-1022

<sup>&</sup>lt;sup>1</sup> Facility name and owner are those listed on the U.S. Department of Transportation Federal Aviation Administration Airport Master Record (FAA FORM 5010-1) and were obtained from https://www.gcr1.com/5010WEB/.

#### **ATTACHMENT 2**

#### TECHNICAL REPORT REQUIREMENTS AND QUESTIONNAIRE FOR **AIRPORTS**

WATER CODE SECTION 13267 ORDER FOR THE DETERMINATION OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES

#### Contents:

- A. Justification for the Need for Technical Reports
- B. Technical Report Requirements
- C. Airport Operator Questionnaire

#### A. JUSTIFICATION FOR THE NEED FOR TECHNICAL REPORTS

As indicated by the Federal Aviation Administration (FAA)<sup>1</sup>, all Title 14, Code of Federal Regulations, Part 139 certified airports are required to provide aircraft rescue and firefighting services. Your facility has been certified by the FAA to use AFFF compounds. If AFFF or other PFAS compounds were disposed of, discharged to, spilled, or released in any way to lands of your facility, a work plan is required for the preliminary investigation of soil and groundwater impacts (Section B). The State Water Board seeks to determine whether the groundwater and/or soil at your location is impacted by PFAS and obtain a preliminary understanding of PFAS concentrations in the soil and/or groundwater at your facility.

The State Water Board intends to direct other dischargers identified as potential PFAS sources in the state to perform PFAS testing. The State Water Board and the Regional Water Boards will evaluate the data collected to make informed decisions in implementing appropriate regulatory action, in anticipation of emerging regulatory standards for PFAS.

#### **B. TECHNICAL REPORT REQUIREMENTS**

#### Work Plan

You are required to submit a work plan for a one-time preliminary site investigation of PFAS impacts at your facility to the Regional Water Board specified in the Order cover letter no later than 60 days following the date of this Order. This attachment provides specific requirements to include in the technical report.

<sup>&</sup>lt;sup>1</sup> https://www.faa.gov/airports/airport\_safety/part139\_cert/

#### At a minimum, provide the following in your work plan:

- A site map with sample locations, PFAS material storage and use areas, probable release areas including firefighting training areas, crash sites, and spills from handling.
- Identify sensitive receptors such as municipal supply wells, domestic wells, and/or surface water bodies within a one-mile radius of a suspected source area.
- 3. Proposed surface and subsurface soil sampling locations to delineate surficial and vertical extent of impacts where PFAS were applied to land.
- 4. Proposed representative groundwater sample locations in proximity to a suspected source area. Existing monitoring wells for your facility may be used if located in proximity to PFAS source(s) and groundwater samples would be representative of groundwater conditions. If groundwater gradient is unknown, at a minimum, three groundwater samples must be collected around the source area.
- 5. Sampling and Analysis Plan for compounds and parameters specified in Tables 1 and 2 that includes quality assurance and quality control procedures necessary to ensure valid and representative data is obtained and reported. Specify the appropriate sampling procedures, including sampling equipment, sampling containers, the quality of water used for blank preparation and equipment decontamination, sample holding times, and quantities for sampling PFAS compounds. To minimize contamination, all sampling materials, equipment, blanks, containers, and equipment decontamination reagents must be PFAS-free, to the maximum extent practicable. Additional guidance for preventing sample contamination can be found at: https://www.waterboards.ca.gov/water\_issues/programs/pfas/.
- 6. Reporting limits for PFAS.
- 7. Signature, stamp, and contact information for the California-licensed Professional Geologist or Professional Engineer acting in responsible charge for the content of the Work Plan.

#### **Final Report**

A final sampling and analysis report, including at least the following information, must be submitted **no later than 90 days** following the State or Regional Water Board acceptance of the Work Plan:

- a) A description of the sampling activities;
- b) A summary table of analytical results;

- c) A copy of the Chain of Custody;
- d) A copy of the field sampling log;
- e) A copy of boring logs and any temporary/permanent monitoring well construction details
- f) A copy of the site map showing the sampling/monitoring locations; and
- g) A copy of laboratory analytical results of the monitored media.

#### Questionnaire

If you 1) have not discharged, disposed of, spilled, or released in any way, AFFF or other PFAS containing materials to land at your facility, or 2) have already conducted sampling for these constituents in compliance with the minimum work plan requirements listed below, please complete the questionnaire (Section C) with relevant information supporting your response and return to the Regional Water Board specified in the Order cover letter **no later than 30 days following the date of this Order.** 

#### **Report Submittal**

Reports must be submitted in a searchable electronic format, with transmittal letter, text, tables, figures, laboratory analytical data, and appendices in Portable Document Format (PDF) format (one PDF for the entire report) as well as in electronic data deliverable (EDD) format. The Questionnaire, Work Plan, Final Report, and Analytical Reports and EDD must be uploaded into GeoTracker via the Electronic Submittal of Information (ESI) Portal, as stipulated by California State law. GeoTracker ESI guidance, general information and Help Desk assistance can be on the ESI homepage at: https://www.waterboards.ca.gov/water\_issues/programs/ust/electronic\_submittal/

The analytical laboratory must be accredited by the California Environmental Laboratory Accreditation Program (ELAP) to perform the analytical method for <u>PFAS compliant with Department of Defense (DoD) Table B-15 of Quality Systems Manual (QSM)</u>, dated 2017, version 5.1 or later. The laboratory must have the capacity to quantify the target PFAS analytes listed in Table 1, and must be capable of achieving the quality control/quality assurance requirements specified in Table B-15 of the DoD QSM, version 5.1 or later. DoD's QSM version 5.1 can be found at:

https://www.denix.osd.mil/edqw/documents/documents/qsm-version-5-1-final/ as well as on the State Water Board's PFAS informational website:

https://www.waterboards.ca.gov/water\_issues/programs/pfas/. A list of laboratories that are accredited by ELAP can be found on the State Water Board ELAP webpage: https://www.waterboards.ca.gov/drinking\_water/certlic/labs/. For the general parameters listed in Table 2, the method of analysis shall be appropriate for the expected concentrations.

**TABLE 1. PFAS Analytes Subject to Analysis** 

Chemical Name	Abbreviation	Chemical Abstracts Service (CAS) No.
2,3,3,3-Tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA	13252-13-6*
10:2 Fluorotelomer sulfonic acid	10:2 FTS	120226-60-0*
2,3,3,3-tetrafluoro-2-(1,1,2,2,3,3,3-heptafluoropropoxy) propanoic Acid	HFPA-DA	13252-13-6 *
Perfluorooctadecanoic acid	PFOcDA	16517-11-6*
N-Ethyl perfluorooctane sulfonamidoethanol	EtFOSE	1691-99-2*
Perfluorooctane sulfonic acid	PFOS	1763-23-1
Perfluoroundecanoic acid	PFUnDA	2058-94-8
N-Methyl perfluorooctane sulfonamidoacetic acid	NMeFOSAA	2355-31-9
N-Methyl perfluorooctane sulfonamidoethanol	MeFOSE	24448-09-7*
Perfluoropentanoiic Acid	PFPeA	2706-90-3
Perfluoropentane sulfonoic acid	PFPeS	2706-91-4
6:2 Fluorotelomer sulfonic acid	6:2 FTS	27619-97-2
N-Ethyl perfluorooctane sulfonamidoacetic acid	NEtFOSAA	2991-50-6
Perfluorohexanoic acid	PFHxA	307-24-4
1.0Perfluorododecanoic acid	PFDoDA	307-55-1
N-Methyl perfluorooctane sulfonamide	MeFOSA	31506-32-8*
Perfluorooctanoic acid	PFOA	335-67-1
Perfluorodecanoic acid	PFDA	335-76-2
Perfluorodecane sulfonic acid	PFDS	335-77-3
4,4,5,5,6,6,6-Heptafluorohexanoic Acid	3:3 FTCA	356-02-5*
Perfluorohexane sulfonic acid	PFHxS	355-46-4
Perfluorobutanoic acid	PFBA	375-22-4
Perfluorobutane sulfonic acid	PFBS	375-73-5
Perfluoroheptanoic acid	PFHpA	375-85-9
Perfluoroheptane sulfonic acid	PFHpS	375-92-8
Perfluorononanoic acid	PFNA	375-95-1
Perfluorotetradecanoic acid	PFTeDA	376-06-7
2H,2H,3H,3H-Perfluorodecanoic acid	7:3 FTCA	812-70-4*
8:2 Fluorotelomer sulfonic acid	8:2 FTS	39108-34-4
N-Ethyl perfluorooctane sulfonamide	EtFOSA	4151-50-2*
Perfluorononane sulfonic acid	PFNS	474511-07-4*
Perfluorohexadecanoic acid	PFHxDA	67905-19-5*
Perfluorotridecanoic acid	PFTrDA	72629-94-8
Perfluorooctanesulfonamide	FOSA	754-91-6
4:2 Fluorotelomer sulfonic acid	4:2 FTS	757124-72-4
Perfluoro(2-((6-chlorohexyl)oxy)ethanesulfonic acid)	9CI-PF3ONS	756426-58-1*
2-[(8-Chloro-1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8-hexadecafluorooctyl)oxy]-1,1,2,2-tetrafluoroethanesulfonic acid	11Cl- PF3OUdS	763051-92-9*
2H,2H,3H,3H-Perfluorooctanoic Acid (CAS 914637-49-3)	5:3 FTCA	914637-49-3*
	Adona	919005-14-4*

Note: Only the 23 analytes without the asterisk (\*) are required to be analyzed as part of this Order. The analytes with the asterisk (\*) are included in some but not all lists provided by accredited laboratories and are encouraged to be analyzed as part of this effort.

<u>TABLE 2</u> Field Parameters and General Chemistry for Groundwater

Parameter	Units
Field Parameters	
Depth to Groundwater	Feet, bgs
Temperature	Degrees C
Electrical Conductivity	µmhos/cm
рН	units
Turbidity	NTU
General Chemistry	
Total Dissolved Solids	mg/L
Chloride	mg/L
Carbonate	mg/L
Bicarbonate	mg/L
Nitrate-Nitrogen	mg/L
Sulfate	mg/L
Calcium	mg/L
Magnesium	mg/L
Potassium	mg/L
Sodium	mg/L
Notes: bgs – below ground surface C – Celsius mg/L – milligrams NTU – nephelometric turbidity units µmhos/cm – micromhos per centimeter	

# **C. AIRPORT OPERATOR QUESTIONNAIRE**

Operator/Principal Name:		Title:			
Name of Facility:					
Fac	ility's Address:				
City	/County/State/Zip:				
Phone Number: Fax:					
Email Address:					
PER- AND POLY-FLUOROALKYL SUBSTANCES (PFAS) - CONSTITUENT SCREENING					
1.	Have PFAS, including fire-fighting foams (i.e. Aqueous Film-Forming Foam [AFFF]), or any other PFAS compounds been used or stored at your facility?  If yes, please attach additional sheets to describe where they were/are stored, handling processes utilized, and how long you have used/stored those PFAS at your facility.				□NO
2.	Have PFAS been discharged, spilled, disposed of, released in any way, or applied to land at your facility?			□ YES	□NO
3.	If PFAS were discharged, spilled, disposed of, released in any way, or applied to land at your facility, have any investigations to identify the impacts of PFAS to soil and groundwater been conducted at your facility?  If yes, please attach additional sheets to describe where and when PFAS were discharged, spilled, disposed of, released in any way, or applied to land, the quantity, the method of analysis, a summary table of analytical results, as well as				□NO
the laboratory analytical report.  CERTIFICATION					
This form is only required to be completed if your facility did not discharge, spill, dispose, release in any way, or apply PFAS compounds to land, or you have already conducted sampling for PFAS compounds. This form and supporting documentation must be provided to the appropriate Regional Water Board and uploaded to GeoTracker by the date specified in the Order.  I,, certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision, and the information submitted is, to the best					
	y knowledge and belief, true, accurate, and complete. I ar Ities for submitting false information. ure:	n aware that th	nere are sig	nificant ci	IVII





#### **State Water Resources Control Board**

#### **ATTACHMENT 3**

# Fact Sheet – Requirements for Submitting Technical Reports Under Section 13267 of the Water Code

# What does it mean when the Regional Water Board or the State Water Board (jointly referred to as the Water Boards) require a technical report?

Section 13267¹ of the Water Code provides that "...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires." Additionally, the state water board may carry out the authority granted to a regional board pursuant to Section 13267 if, after consulting with the regional board, the state board determines that it will not duplicate the efforts of the regional board.

# This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?

The requirement for a technical report is a tool the Water Boards use to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

# Are there limits to what the Water Boards can ask for?

Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Water Boards are required to explain the reasons for its request.

# What if I can provide the information, but not by the date specified?

A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

#### Are there penalties if I don't comply?

Depending on the situation, the Water Boards can impose a fine of up to \$5,000 per day, and a court can impose fines of up to \$25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

# Do I have to use a consultant or attorney to comply?

There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

#### If I have more questions, whom do I ask?

Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

<sup>&</sup>lt;sup>1</sup> All code sections referenced herein can be found by going to www.leginfo.legislature.ca.gov.





#### State Water Resources Control Board

MAY - 9 2019

Mr. Ivar Satero, Mr. Jon Stout, and Mr. Jim Lites California Airports Council 980 9<sup>th</sup> Street, Suite 2000 Sacramento, CA 95814

EXTENSION APPROVAL OF DEADLINES FOR SUBMITTING SITE-SPECIFIC AIRPORT WORK PLANS AND FINAL SAMPLING AND ANALYSIS REPORTS TO DETERMINE THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) SUBJECT TO THE MARCH 20, 2019, STATE WATER RESOURCES CONTROL BOARD ORDER WQ 2019-0005-DWQ

The State Water Resources Control Board (State Water Board) issued Water Code Section 13267 Order WQ 2019-0005-DWQ (Order) for the Determination of the Presence of Per- and Polyfluoroalkyl Substances on March 20, 2019. The Order includes requirements for submitting a work plan, questionnaire, and a final sampling and analysis report to the applicable Regional Water Quality Control Board (Regional Water Board) for a one-time preliminary site investigation of PFAS impacts to groundwater and soil for the twenty-seven airport facilities identified in Attachment 1 of the Order. The questionnaire, work plan, and final sampling and analysis report must be submitted no later than 30, 60 and 90 days, respectively, following the date of the Order. However, the Water Code and the Order allows a time extension for good cause.

On April 23, 2019, you submitted a letter to the State Water Board requesting an extension to the compliance deadlines stated in the Order. Your letter indicates that the extension was requested to ensure adequate time to go through a formal multiweek public Request for Proposals process, address resources, coordination among multiple entities and stakeholders, acquire permits, limited availability and responsiveness of local laboratories, address all requirements in the Order for the development of the work plans and testing for PFAS, and allow time for smaller airports to budget appropriately.

We have evaluated the information provided and believe the proposed deadline extensions for submitting work plans according to airport size are warranted and are hereby extended as follows. Deadline extension requests for final sampling and analysis reports should be submitted as part of the work plan.

Airport Size	Effective Start Date	Work Plans Due (Days After Receipt of Order)
Large-Hub	4/1/2019	60
Medium-Hub	4/1/2019	75
Small-Hub	4/1/2019	120
Non-Hub	4/1/2019	120

Please note this extension request approval is only subject to airports identified in Order WQ 2019-0005-DWQ. Water Code Section 13267 orders sent to airports by our Santa Ana Regional Water Board are not subject to this extension request approval. Please contact Mr. Nick Amini at (951) 782-7958 with our Santa Ana Regional Water Board for this extension request.

If you have any questions or need additional information, please contact Mr. Steve McMasters, Site Cleanup & Department of Defense Program Unit Chief, State Water Board at (916) 341-5518.

Eileen Sobeck Executive Director

#### Attachment:

California Airports Council. April 23, 2019 Due Date Extension Request Letter: "Extension Request for Soil and Groundwater Investigation Concerning Per and Poly-fluoroalkyl Substances (PFAS) at California Airports"

Annalisa Kihara, State Water Board CC: Brianna St. Pierre, State Water Board Josh Munn, State Water Board Shahla Farahnak, State Water Board Charles Reed, North Coast Regional Water Board Alec Naugle, San Francisco Bay Regional Water Board Greg Bishop, Central Coast Regional Water Board Dr. Arthur Heath, Los Angeles Regional Water Board Alex MacDonald, Central Valley Regional Water Board Jan Zimmerman, Lahontan Regional Water Board Joan Storm, Colorado River Basin Regional Water Board Nick Amini, Santa Ana Regional Water Board John Anderson, San Diego Regional Water Board Jim Lites, California Strategies (via email) Sarah Johnson, California Strategies (via email)



4/23/19

Steven McMasters State Water Resources Control Board 1001 I Street Sacramento, CA 95814

Charles Reed
California Regional Water Boards
North Coast – Region 1
5550 Skylane Blvd., Suite A
Santa Rosa, CA 95403

Alec Naugle California Regional Water Boards San Francisco Bay – Region 2 1515 Clay Street, Suite 1400 Oakland, CA 94612

Greg Bishop Chair, California Regional Water Boards Central Coast – Region 3 895 Aerovista Place, Suite 101 San Luis Obispo, CA 93401

Dr. Arthur Heath
California Regional Water Boards
Los Angeles – Region 4
320 W. Fourth Street, Suite 200
Los Angeles, CA 90013

Alex MacDonald
California Regional Water Boards
Central Valley – Region 5
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670-6114

Jan Zimmerman
California Regional Water Boards
Lahontan – Region 6
14440 Civic Drive, Suite 200
Victorville, CA 92392

Joan Stormo
California Regional Water Boards
Colorado River Basin – Region 7
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

Nick Amini California Regional Water Boards Santa Ana – Region 8 3737 Main Street, Suite 500 Riverside, CA 92501-3339

John Anderson California Regional Water Boards San Diego – Region 9 2375 Northside Drive, Suite 100 San Diego, CA 92108

#### RE: Extension Request for Soil and Groundwater Investigation Concerning Per and Poly-fluoroalkyl Substances (PFAS) at California Airports

On behalf of the California Airports Council (CAC), we write to request an extension of the compliance deadlines detailed in the Water Code Section 13267 Order for the Determination of the Presence of PFAS Order WQ 2019-0005-DWQ (Order) distributed to California airports by the Regional Water Quality Control Boards (RWQCBs), dated March 20, 2019. The CAC represents the 31 commercial service airports in the state with Part 139 certification from the Federal Aviation Administration (FAA). As such, the CAC represents all airports that have received an Order from the RWQCBs.

#### Rationale for Extension

It was not until an informational hearing on March 6, 2019, that airports learned that the State Water Resources Control Board intended to investigate the presence of PFAS at airport facilities. The Order was dated March 20, 2019, however, it is not clear whether all of the letters were actually sent on this date. In many cases the Order was sent to the wrong department, delayed in receipt, or in some cases, not received at all. The timeline for completing workplans began on the date of the Order's release, so delay in receiving letters has cut into the already limited time airports have to respond to the Order. Airports who received the Order later, or not at all, need a corresponding schedule accommodation to provide equal time to undertake the Order's requirements.

In addition to delayed and unreceived Orders, airports are also concerned about the resources available to develop workplans and test for PFAS in the timeframe outlined. Most airports are public agencies, which must go through a formal multiweek public Request for Proposals (RFP) process before selecting and retaining a consultant.

Further, testing for PFAS will require coordination among multiple entities as well. For example, airports must obtain permits from local agencies before they can drill wells for testing, many airports will also have to contract with drilling companies. Progress moving forward will depend on the promptness of local agencies and availability of contractors. Availability and responsiveness of local laboratories to analyze for PFAS is limited also; if the bottleneck leaves airports to use out of state labs, additional time will be needed to identify, engage and ship to these labs.

The Order impacts all 31 airports, but the size of the facilities, activities, and airport staffing varies dramatically from the largest to the smallest airports. California has the second busiest airport in the nation, but it also has several airports that have Part 139 certification with no commercial activity. Smaller airports tend to have fewer personnel and in most cases, no dedicated environmental staff. These small airports do not have the technical expertise or training to sufficiently accomplish the work ordered by the RWQCBs. Therefore, they must rely heavily on city or county staff which are often oversubscribed and require additional technical support from outside consultants, and airport working groups.

Smaller airports simply do not have the budget available to hire a consultant and conduct testing immediately. Due to limited operating revenues, these airports must carefully budget expenditures in advance of the fiscal year. An extension will allow these airports to budget appropriately for this effort and coordinate with city and county departments if additional funding resources are necessary.

The PFAS concerns raised by the Order are new to most airports. Many are already beginning to collaborate with each other to share resources and best practices to review historic operational information, identify appropriate sampling locations, learn new sampling methods and equipment, and develop appropriate approaches to other details of the Order.

#### Proposed Extension Timeline

We respectfully request an extension to allow for more time for airports to conduct their public processes to retain consultants and coordinate stakeholders. All airports intend to cooperate and fully comply with the Order, however, limited resources and experience on this issue will require a heightened level of partnership throughout the industry. As such, we suggest addressing the extension timelines based on a uniform date for all airports, and airport size, which generally dictates resources and capacity to respond (See Attachment A).

We propose the following modified schedule:

Airport Size	Effective Start Date	Work Plans Due (days after receipt of Order) <sup>1</sup>	Results Due After Water Board Approval of the Work Plan <sup>2</sup> (Days after plan accepted)
Large-Hub	4/1/2019	60	90
Medium-Hub	4/1/2019	75	120
Small-Hub	4/1/2019	120	150
Non-Hub	4/1/2019	120	180

Assumes the airport has received the Order. Airports may request an additional extension if they have not received the Order by the time this letter is submitted.

This preferred approach provides equivalent time frames for all airports and standardizes response time considering delays in receiving the Order. Alternatively, individual schedules could be arranged for each airport that did not timely receive the Order after March 20, 2019, but this requires more time for Regional Board Staff, and will result in disparate extension periods.

The requested extension will treat all airports equally and allow time to share resources and best practices, undertake public contracting processes, coordinate with airport operations, secure competent certified labs, and enable airport staff, consultants, and labs time to undertake a properly designed investigation and produce meaningful results.

We would appreciate your prompt response to this request. Airports are working as quickly as possible to respond to the Order, but many do not expect to meet the current timeline. We strongly encourage flexibility, as the industry shares resources and approaches this effort in a collaborative manner. Feel free to email Jim Lites

<sup>&</sup>lt;sup>2</sup> Subject to change. Airports will outline a schedule in the Work Plan and/or request a time extension if there were delays or impacts during implementation of the Work Plan.

(<u>ilites@calstrat.com</u>) and Sarah Johnson (<u>sjohnson@calstrat.com</u>) with any questions or comments about our requested timeline.

Sincerely,

Ivar Satero

CAC President

Jon Stout

**CAC Vice-President** 

Jim Lites

CAC Executive Director

#### On behalf of the following airports:

Arcata/Eureka Airport (ACV)

Buchanan Field Airport (CCR)

Hollywood Burbank Airport (BUR)

Charles M. Schulz - Sonoma County Airport (STS)

Chico Municipal Airport (CIC)

Del Norte County Regional Airport, Jack McNamara Field (CEC)

Fresno Yosemite International Airport (FAT)

Imperial County Airport (IPL)

John Wayne Airport, Orange County (SNA)

Kern County Dept. of Airports - Meadows Field Airport (BFL)

Long Beach Airport (LGB)

Los Angeles World Airports (LAX)

Mammoth Yosemite Airport (MMH)

Monterey Regional Airport (MRY)

Norman Y. Mineta - San José International Airport (SJC)

Oakland International Airport (OAK)

Ontario International Airport (ONT)

Palm Springs International Airport (PSP)

Redding Municipal Airport (RDD)

Sacramento International Airport (SMF)

San Bernardino International Airport (SBD)

San Diego International Airport (SAN)

San Francisco International Airport (SFO)

San Luis Obispo County Regional Airport (SBP)

Santa Barbara Municipal Airport (SBA)

Santa Maria Public Airport (SMX)

Southern California Logistics Airport (VCV)

Stockton Metropolitan Airport (SCK)

Ventura County Airports (OXR)

#### ATTACHMENT A

Airport Classifications		Hub Type: Percentage of Annual Passenger Boardings	Common Name	
Commercial Service: Publicly owned	Primary: Have more than 10,000	Large: 1% or more	Large Hub	
airports that have at least 2,500 passenger boardings each calendar year and receive scheduled passenger service §47102(7)	passenger boardings each year §47102(16)	Medium: At least 0.25%, but less than 1%	Medium Hub	
		Small: At least 0.05%, but less than 0.25%	Small Hub	
		Nonhub: More than 10,000, but less than 0.05%	Nonhub Primary	
	Nonprimary	Nonhub: At least 2,500 and no more than 10,000	Nonprimary Commercial Service	

(Source: Federal Aviation Administration – Airport Categories)

ST	Locid	City	Airport Name	S/L	Hub
CA	LAX	Los Angeles	Los Angeles International	P	L
CA	SFO	San Francisco International Airport	San Francisco International	Р	L
CA	SAN	San Diego	San Diego International	Р	L
CA	OAK	Oakland	Metropolitan Oakland International	Р	М
CA	SJC	San Jose	Norman Y Mineta San Jose International	P	М

CA	SMF	Sacramento	Sacramento International	Р	м
CA	SNA	Santa Ana	John Wayne Airport- Orange County	Р	м
CA	BUR	Burbank	Bob Hope	P	М
CA	ONT	Ontario	Ontario International	Р	М
CA	LGB	Long Beach	Long Beach /Daugherty Field/	Р	s
CA	PSP	Palm Springs	Palm Springs International	Р	s
CA	FAT	Fresno	Fresno Yosemite International	Р	s
CA	SBA	Santa Barbara	Santa Barbara Municipal	Р	N
CA	SBP	San Luis Obispo	San Luis County Regional	Р	N
CA	MRY	Monterey	Monterey Regional	P	N
CA	STS	Santa Rosa	Charles M Schulz - Sonoma County	P	N
CA	BFL	Bakersfield	Meadows Field	Р	N
CA	SCK	Stockton	Stockton Metropolitan	P	N
CA	ACV	Arcata	California Redwood Coast-Humboldt County	P	N
CA	RDD	Redding	Redding Municipal	Р	N
CA	SMX	Santa Maria	Santa Maria Public/Capt G Allan Hancock Field	P	N
CA	ммн	Mammoth Lakes	Mammoth Yosemite	P	N
CA	CCR	Concord	Buchanan Field	Р	N
CA	VCV	Victorville	Southern California Logistics	GA	None
CA	CEC	Crescent City	Jack McNamara Field	cs	None
CA	IPL	Imperial	Imperial County	cs	None
CA	CRQ	Carlsbad	McClellan-Palomar	cs	None
CA	NKX	San Diego	Miramar MCAS (Joe Foss Field)	GA	None
CA	SBD	San Bernardino	San Bernardino International	GA	None
CA	OXR	Oxnard	Oxnard	GA	None
CA	CIC	Chico	Chico Municipal	GA	None

(Source: Federal Aviation Administration - CY2017 Enplanement Data. Includes Hub classification)

#### **Chris Hastert**

From: Houser, Chuck < CHouser@scsengineers.com>
Sent: Wednesday, February 19, 2020 4:26 PM

**To:** Gerhart, Kelsey@Waterboards **Cc:** Chris Hastert; Crosby, Christopher

**Subject:** Scheduling and Deadline Extension Request

#### Kelsey,

The fieldwork for the PFAS investigation at Santa Maria Airport is scheduled for March 24<sup>th</sup>-26<sup>th</sup> (the earliest date the drilling company was able to schedule our project). We confirmed that our selected laboratory, Vista Analytical, is on your list of ELAP certified labs for the PFAS analytical methods. They are running 3 to 4 weeks turnaround time for PFAS analysis, which would place our receipt of analytical results ideally between April 17<sup>th</sup> and April 24<sup>th</sup>. We are requesting an extension of the date of the Sampling and Analysis Report to May 31, 2020. Please let me know if you have any questions. Thank you.

#### Chuck

Chuck Houser, CHg Project Manager SCS Engineers

Office 858-571-5500 Ext. 2908

Direct: 858-583-7738 Mobile: 858-805-5523 chouser@scsengineers.com





#### Central Coast Regional Water Quality Control Board

December 23, 2019

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

Email: chastert@santamariaairport.com

via Electronic Mail

Dear Mr. Hastert:

SITE CLEANUP PROGRAM: SANTA MARIA PUB/CAPT G ALLAN HANCOCK FLD, AIRPORT ID SMX, 3217 TERMINAL DRIVE, SANTA MARIA, SANTA BARBARA COUNTY – RESPONSE TO PFAS SAMPLING WORK PLAN AND REQUIREMENT FOR A SAMPLING AND ANALYSIS REPORT

Central Coast Regional Water Quality Control Board (Central Coast Water Board) staff reviewed SCS Engineers' (SCS) October 14, 2019 *PFAS Sampling Work Plan* (Workplan)<sup>1</sup> and December 3, 2019 email correspondence summarizing revisions made to the October 14, 2019 Workplan (December Amendment)<sup>2</sup>, prepared on behalf of Santa Maria Public Airport District (Airport District). The Airport District prepared the Workplan and December Amendment in response to per- and polyfluoroalkyl substances (PFAS) investigation requirements in a March 20, 2019 State Water Resources Control Board (State Water Board) Order (WQ 2019-0005-DWQ)<sup>3</sup> to determine if subsurface media are impacted by PFAS [e.g., from deployment of aqueous film-forming foam (AFFF)] at the Santa Maria Public Airport (Site). This letter provides Central Coast Water Board's conditional concurrence with the scope of work included in the Workplan and December Amendment provided the Airport District addresses our requirements described in this letter. Order WQ 2019-0005-DWQ requires, pursuant to Water Code section 13267, a report of findings (Sampling and

DR. JEAN-PIERRE WOLFF, CHAIR | JOHN M. ROBERTSON, EXECUTIVE OFFICER

<sup>&</sup>lt;sup>1</sup> See the October 14, 2019 Workplan at: <a href="https://geotracker.waterboards.ca.gov/?surl=a8447">https://geotracker.waterboards.ca.gov/?surl=a8447</a>.

<sup>&</sup>lt;sup>2</sup> See the December 3, 2019 email correspondence summarizing revisions made to the October 14, 2019 Workplan at: <a href="https://geotracker.waterboards.ca.gov/?surl=lbvu3">https://geotracker.waterboards.ca.gov/?surl=lbvu3</a>.

<sup>&</sup>lt;sup>3</sup> See Order WQ 2019-0005-DWQ at: <a href="https://geotracker.waterboards.ca.gov/?surl=ye03f">https://geotracker.waterboards.ca.gov/?surl=ye03f</a>. The original deadline for workplans was May 20, 2019; however, two-month extensions were later granted by the State Water Board.

Analysis Report) be submitted no later than 90 days following the date of this conditional concurrence letter; the Airport District is required to submit a Sampling and Analysis Report to this office no later than **March 22, 2020**.

#### SCOPE OF WORK PRESENTED IN THE OCTOBER 14, 2019 WORKPLAN

In the Workplan, the Airport District proposes investigation activities and field procedures to be implemented at designated potential PFAS source areas (including AFFF storage area, fire fighter training/nozzle testing area, airplane crash site, and AFFF activation/deployment area associated with an interior hangar fire), drainage areas, and existing supply wells. The original scope of work proposed by the Airport District includes:

- The recovery of soil samples from 11 soil boring locations using a direct-push rig and hand auger.
- The recovery of groundwater samples from five soil boring locations drilled into water bearing units at the AFFF storage area, airplane crash site, and AFFF activation/deployment area associated with an interior hangar fire.
- The recovery of one surface water sample from an onsite drainage basin.
- The recovery of groundwater samples from two irrigation supply wells and three City municipal supply wells (City wells #5, #6, and #10).

#### CENTRAL COAST WATER BOARD COMMENTS ON WORKPLAN

As discussed with Airport District and SCS staff at the time of a site walk conducted on December 2, 2019, the proposed scope of characterization activities to be performed within the firefighter training/nozzle testing area and the airplane crash site lacks a sufficient scope of work to adequately address uncertainties associated with the AFFF deployment areas and fails to fulfill the groundwater assessment requirement of Order WQ 2019-0005-DWQ (Attachment 2, Item B.4). Central Coast Water Board staff discussed with Airport District and SCS staff, minor modifications to proposed soil characterization activities and the need for a more robust groundwater assessment to meet Order WQ 2019-005-DWQ requirements.

#### **DECEMBER AMENDMENT**

On December 3, 2019, SCS, on behalf of the Airport District, summarized revisions made to the October 14, 2019 Workplan via email correspondence to the Central Coast Water Board (December Amendment). With the submission of the December Amendment, the Airport District addressed comments received during a site inspection conducted on December 2, 2019. The Airport District's revised scope of work includes:

- The advancement of four additional soil borings in the fire fighter training/nozzle testing area; the recovery of two groundwater samples and five shallow soil samples from a depth of approximately one foot below the ground surface.
- The recovery of one additional groundwater sample (for a total of three groundwater samples) from three soil boring locations drilled into water bearing units at the airplane crash site.
- The recovery of soil samples from a depth of approximately three feet below the ground surface in specified surface drainage areas.

Central Coast Water Board staff understand SCS plans to obtain, if feasible, stabilized groundwater depth information from the three borings advanced at the airplane crash site for the purpose of performing a field evaluation of groundwater flow direction. The Airport District plans to use groundwater information recovered from the airplane crash site to direct a drilling and sampling program at the fire fighter training/nozzle testing area; the Airport District will communicate any field changes made to the conditionally approved scope of work with Central Coast Water Board staff at the time of drilling.

#### CENTRAL COAST WATER BOARD COMMENTS ON DECEMBER AMENDMENT

On December 16, 2019, Central Coast Water Board and SCS staff discussed minor revisions to the scope of work to be performed within the fire fighter training/nozzle testing area; the revised scope of work discussed and agreed upon at the time of the December 16, 2019 phone call complies with requirements set forth in Order WQ 2019-0005-DWQ. The revised scope of work includes the recovery of four shallow soil samples and three groundwater samples from four soil boring locations.<sup>4</sup> A figure depicting the revised scope of work is available on GeoTracker.<sup>5</sup>

#### **CENTRAL COAST WATER BOARD REQUIREMENTS**

The Central Coast Water Board concurs with the scope of work presented in the Workplan and December Amendment provided the Airport District complies with the following:

- The Airport District must implement the revised scope of work presented in the December 3, 2019 email correspondence (December Amendment) and in accordance with revisions discussed with Central Coast Water Board staff on December 16, 2019. The Airport District must implement the revised scoped of work using the sampling protocols/methodology and analytical methods specified in the October 14, 2019 Workplan.
- The Airport District must advance soil borings used to facilitate groundwater collection to first encountered groundwater or until drilling refusal is encountered due to local geologic conditions.
- The Airport District must analyze recovered groundwater samples for constituents identified in Table 2 (Field Parameters and General Chemistry for Groundwater) of Order WQ 2019-0005-DWQ.
- The Airport District, as indicated in Order WQ 2019-0005-DWQ and reiterated in the Workplan, must have samples analyzed by a laboratory that is accredited by the California Environmental Laboratory Accreditation Program (ELAP) to perform the analytical method for PFAS compliant with Department of Defense (DoD) Table B-15 of Quality Systems Manual (QSM), dated 2017, version 5.1 or later.

<sup>&</sup>lt;sup>4</sup> As discussed at the time of the December 16, 2019 phone call, the proposed soil boring locations may be adjusted based upon information gathered at the time of field investigation activities. SCS staff will contact Central Coast Water Board staff in the event proposed soil boring locations are adjusted in the field.

<sup>&</sup>lt;sup>5</sup> See the December 12, 2019 figure summarizing revisions made to the scope of work to be completed within the fire fighter training/nozzle testing area at: <a href="https://geotracker.waterboards.ca.gov/?surl=zxskr">https://geotracker.waterboards.ca.gov/?surl=zxskr</a>.

- The Airport District must containerize all investigation derived waste (generated during soil boring advancement, well destruction, etc.), pending analytical testing, and legally dispose of the waste.
- The Airport District must include a copy of boring logs, temporary/permanent (e.g., supply wells) well construction details (e.g., total depth, top of screen, and screen length), waste manifests<sup>6</sup>, and findings and recommendations for additional investigation activities if warranted.
- The Airport District must submit reports in a searchable electronic format, with transmittal letter, text, tables, figures, laboratory analytical data, and appendices in Portable Document Format (PDF) as well as in electronic data deliverable (EDD) format. The Sampling and Analysis Report and EDD must be uploaded to GeoTracker via the Electronic Submittal of Information (ESI) Portal<sup>7</sup>, as stipulated by California law.

The Central Coast Water Board requires the Airport District to submit a Sampling and Analysis Report by <u>March 22, 2020</u>.

#### **LEGAL REQUIREMENTS**

Order WQ 2019-0005-DWQ requires a report of findings (Sampling and Analysis Report) be submitted no later than **90 days** following the date of this concurrence letter pursuant to Water Code section 13267. Therefore, the Airport District must submit a Sampling and Analysis Report to this office no later than **March 22**, **2020**. Failure to submit the Sampling and Analysis Report by March 22, 2020, may subject the Airport District to civil liability of up to \$1,000 per day for each day in which the violation occurs.

If you have questions about this letter, please contact **Kelsey Gerhart at (805) 594-6182 or kelsey.gerhart@waterboards.ca.gov**or Greg Bishop at (805) 549-3132.

Sincerely,

for John M. Robertson Executive Officer

<sup>6</sup> If Investigation derived waste is analyzed and disposed of subsequent to the completion and submission of the Sampling and Analysis Report, the Airport District must submit the waste manifests to this office separately.

<sup>&</sup>lt;sup>7</sup> See link for general information and Help Desk assistance: https://www.waterboards.ca.gov/water\_issues/programs/ust/electronic\_submittal.

cc (via email):

Mr. Ric Tokoph, Santa Maria Public Airport District, <a href="mailto:rtokoph@santamariaairport.com">rtokoph@santamariaairport.com</a>

Mr. Chuck Houser, SCS Engineers, <a href="mailto:chouser@scsengineers.com">chouser@scsengineers.com</a>

Mr. Austin Bailey, SCS Engineers, <a href="mailto:abailey@scsengineers.com">abailey@scsengineers.com</a>

Mr. Christopher Crosby, SCS Engineers <a href="mailto:ccrosby@scsengineers.com">ccrosby@scsengineers.com</a>

Mr. Matthew Keeling, Central Coast Water Board, matthew.keeling@waterboards.ca.gov

Mr. Greg Bishop, Central Coast Water Board, <a href="mailto:greg.bishop@waterboards.ca.gov">greg.bishop@waterboards.ca.gov</a>

Ms. Kelsey Gerhart, Central Coast Water Board, kelsey.gerhart@waterboards.ca.gov

R:\RB3\Shared\SCP\PFAS\SMA Airport\2019\_12 Santa Maria Airport\_PFAS WP Response\_Conditional Concurrence.docx

GeoTracker ID: T10000012770

CR# none

#### **ELEVENTH AMENDMENT OF LEASE**

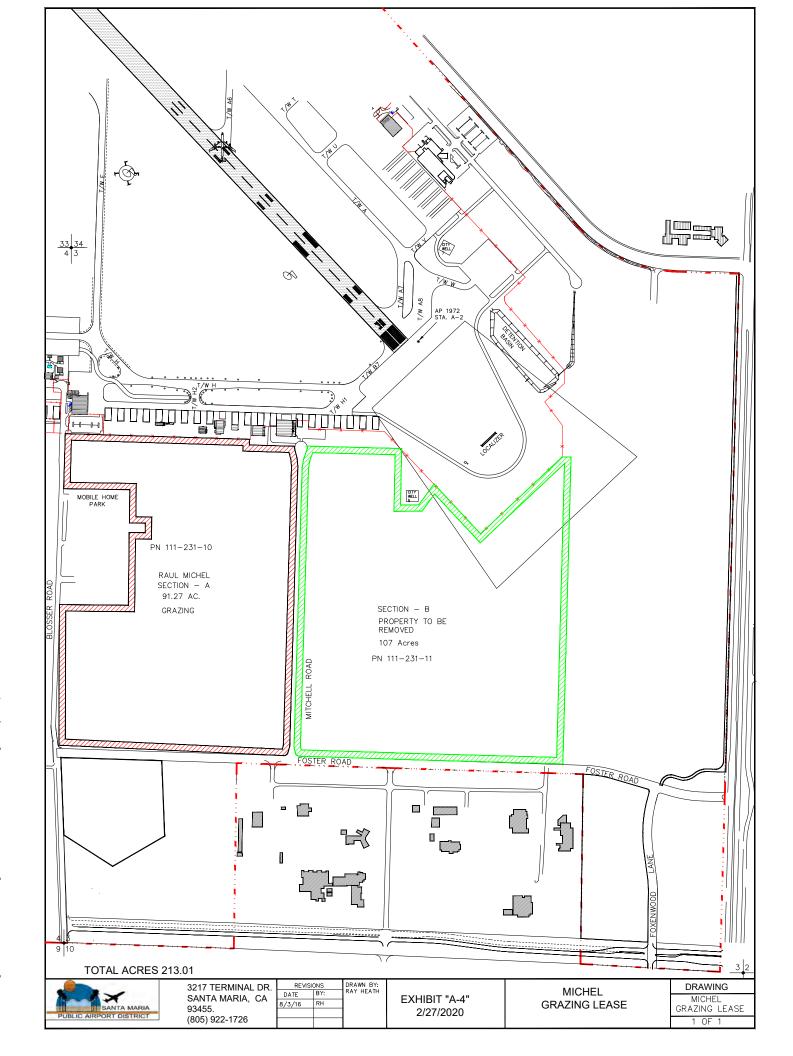
RE: Land Lease dated August 22, 2002 between SANTA MARIA PUBLIC AIRPORT DISTRICT and RAUL MICHEL covering 226.69 acres at Santa Maria Public Airport (the "Lease")

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and RAUL MICHEL ("Tenant") do hereby agree to amend the above-referenced Lease effective February 27, 2020, as follows:

1. Effective June 1, 2020, the Premises are decreased by 107 acres for grazing livestock, the remaining Premises will consist of approximately 91.27 acres as shown on Exhibit "A-4".

All of the terms, covenants, conditions, provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: February 27, 2020	SANTA MARIA PUBLIC AIRPORT DISTRICT	
Approved as to content for District:		
General Manager	By:Chuck Adams, President	
Approved as to form for District:	By: Hugh Rafferty, Secretary	
District Counsel	TENANT:	
	Raul Michel	



#### EIGHTEENTH AMENDMENT OF LEASE

Re: Land Lease (Farming) dated April 13, 2000, commencing retroactively on April 1, 2000 between SANTA MARIA PUBLIC AIRPORT DISTRICT and CJJ FARMING, a California corporation, covering land at the Santa Maria Public Airport, as extended ("Lease")

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and CJJ FARMING, a California corporation ("Tenant") do hereby agree to amend the above-referenced Lease effective June 1, 2020, as follows:

1. The Premises is increased by 107 acres, from 140.8 acres to a total of 247.8 acres. The additional 107 acres are depicted on Exhibit "A" dated February 27, 2020, attached and incorporated by this reference.

All of the terms, covenants, conditions, and provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: January 23, 2020

Approved as to content for District:

General Manager

Chuck Adams, President

Approved as to form for District:

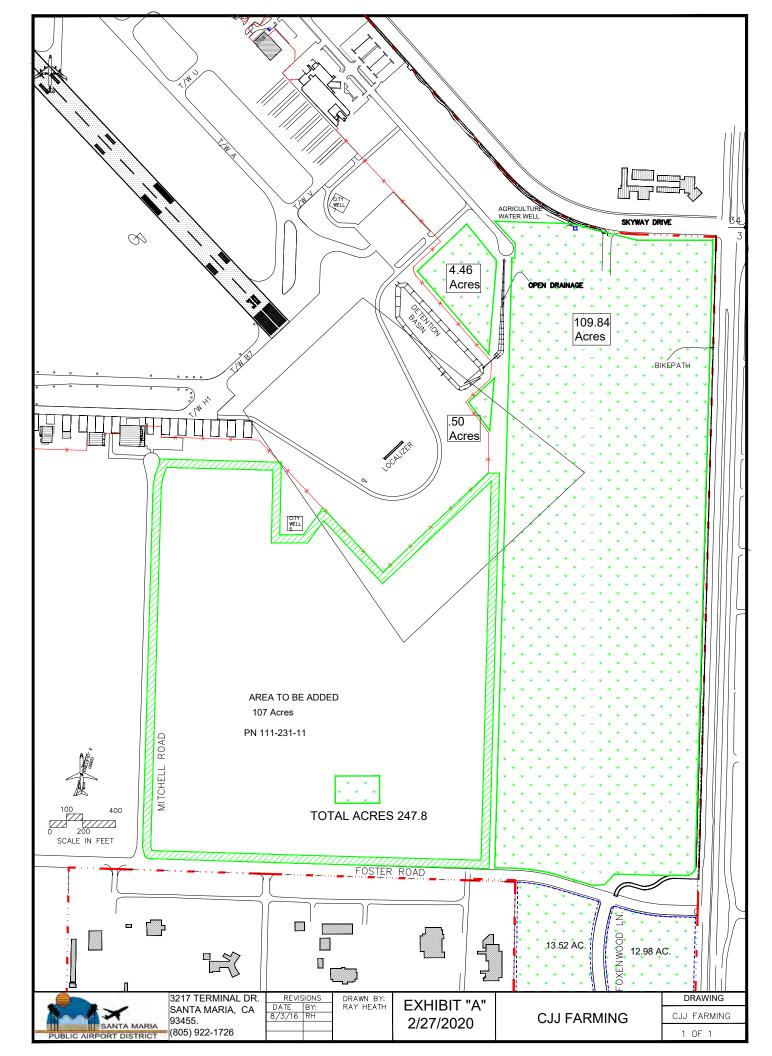
Hugh Rafferty, Secretary

District Counsel

CJJ FARMING, a California corporation

Juan Cisneros, General Manager

Jesus Cisneros, Secretary



#### THIRD AMENDMENT OF LEASE

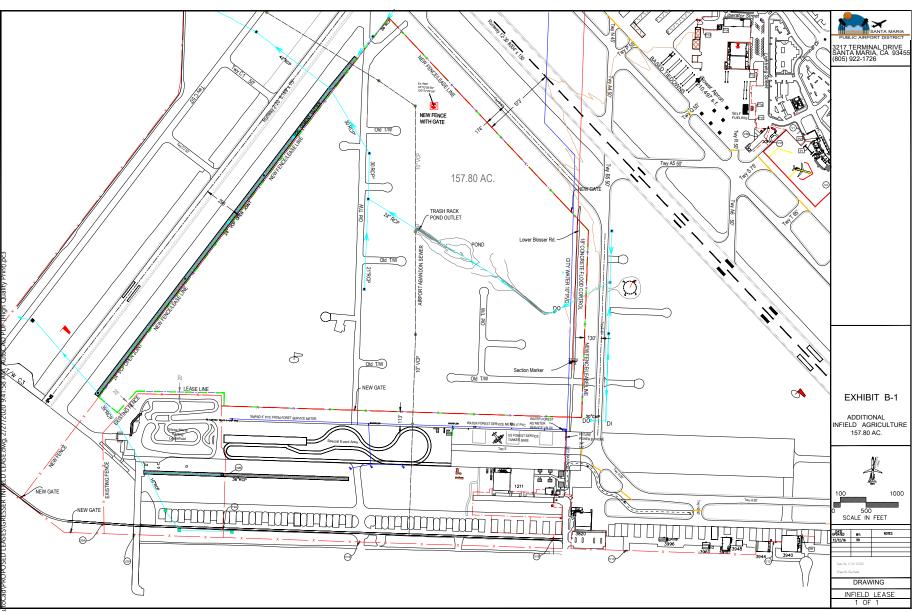
RE: Land Lease (Farming) dated September 1, 2010 between SANTA MARIA PUBLIC AIRPORT DISTRICT and GRESSER, INC., a California corporation, covering land at the Santa Maria Public Airport (the "Lease").

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and GRESSER, INC., a California corporation ("Tenant") do hereby agree to amend the Lease effective February 27, 2020, as follows:

- 1. The Premises is increased by 157.8 acres, from 446.88 acres to a total of 604.68 acres. The additional 157.8 acres are depicted on Exhibit "B-1" dated January 21, 2020, attached and incorporated by this reference.
- 2. Tenant acknowledges that the addition 157.8 acres are located within the secure Airport Operations Area (AOA). All operations and personnel in this area are subject to security requirements designated by the airport and subject to review and approval by the Transportation Security Administration. Tenant may make improvements including installation of fencing to reduce the security requirements for this additional area, such improvements must be submitted to District for review, written approval prior to construction

All of the terms, covenants, conditions, provisions and agreements of said Lease, as amended herein, shall remain in full force and effect.

Dated: February 27, 2020	DISTRICT:
APPROVED AS TO CONTENT FOR DISTRICT:	SANTA MARIA PUBLIC AIRPORT DISTRICT
General Manager	CHUCK ADAMS., President
APPROVED AS TO FORM FOR DISTRICT:	HUGH RAFFERTY, Secretary
District Counsel	TENANT:
	GRESSER, INC., a California corporation
	President



G:\Drawings\Au



### **AGENDA**

- Introductions & Overview
- Airspace Technology Detection, Identification & Mitigation
- Airspace Galaxy
- Case Studies
- Package Options
- Summary & Next Steps



# ABOUT AIRSPACE SYSTEMS INC.

- Airspace specializes in end-to-end long-range drone detection and mitigation
- Founded in 2015 by experienced Silicon Valley technology veterans
- \$30M in Research & Development
- Investors include leading Silicon Valley venture capitalists
- Founding member of U.S. FAA's Drone Advisory Committee
- Engaged with the U.S. Military, Law Enforcement, and Major League Baseball, among others, to protect people, property and critical infrastructure





# U.S. FAA DRONE ADVISORY COMMITTEE FOUNDING MEMBER

RESPONSIBLE FOR NEW DRONE RULES AND REGULATIONS IN THE UNITED STATES

### DIFFERENT DRONE TYPES REQUIRE LAYERED SENSORS

Single-sensor detection systems are not sufficient to meet the variety of different UAS technologies on the market, threats, scenarios, concept of operations, etc. Therefore Airspace recommends a layered sensor approach to counter the threat



Data Link

Waypoint Navigation via GPS

Signal Emitting



Remote Control

Waypoint Navigation via GPS

Signal Emitting



Pre-programmed

Waypoint
Navigation via
GPS/Inertial Nav

No Signal



# SPECIFICATIONS OF TYPICAL SENSORS

Hardware	Detected Drones / Frequencies	Information Provided	Range
RF Sensor 1	Detects DJI drones (Phantom, Inspire, Mavic, Spark)	<ul> <li>3D drone location</li> <li>Home location (typically operator location)</li> <li>Drone model &amp; serial number</li> </ul>	8 km or 40 km (two options)
RF Sensor 2	Detects signals from 1.3 GHz to 6 GHz (20 MHz to 1.3 GHz available with add-on)  Primary purpose is for non-DJI drones when RF Sensor 1 is installed	<ul> <li>3D drone location when combined with radar</li> <li>Drone model if signal is in the library</li> <li>Operator location area when the sensor nodes have line of sight to the operator (level of accuracy varies up to a one-block area)</li> </ul>	4 km
Radar	Detects all airborne objects Primary purpose is for non-signal emitting drones when RF Sensors are installed	- 3D location of airborne object (leverage Al and optical to determine probability that it's a drone)	6 km
Optical	Optical confirmation of detected drones for threat assessment	<ul> <li>Automated slew-to-cue for all drone detections</li> <li>Leverages Airspace's AI to find &amp; focus on the drone</li> <li>Existing camera infrastructure can be leveraged /         Cameras can be used for other infrastructure         surveillance when not detecting drones</li> </ul>	1 km or 2.5 km (range of options)

# AIRSPACE TECHNOLOGY

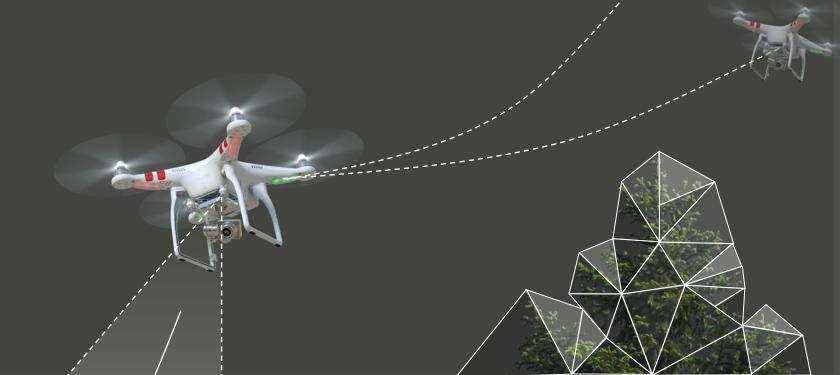
Airspace uses artificial intelligence, machine vision, and advanced robotics to ensure airspace security against unauthorized or malicious drones.

Only Airspace's solutions deliver on all four critical airspace security

requirements:

- Long-range detection
- Instant identification
- Autonomous capture
- Safe removal

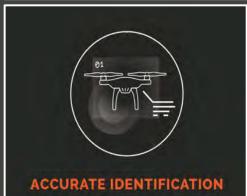




# AIRSPACE GALAXY<sup>TM</sup> DETECTION & ID









- Advanced sensors for full situational awareness (Radio Frequency, Radar, Optical)
  - Detection up to 25+ miles
  - Drone type and serial number
- Drone and operator location / operating zone for signal-emitting drones
- Low false alarms
- Airspace Galaxy<sup>™</sup> solution is upgradable for additional threat and mitigation ready for drone disable and containment



# **AIRSPACE MITIGATION**







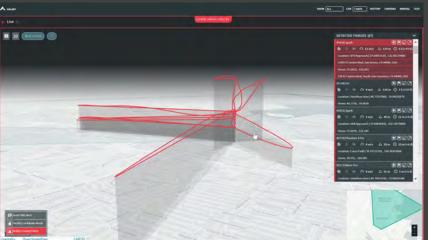


- Autonomous, drone-threat removal system
  - Artificial Intelligence (AI) Pilot
  - Computer Vision
  - Deep Learning
- On-board "supercomputer" identifies, tracks, and intercepts intruding drones
- Autonomous capture and safe removal prevents collateral damage
- Identify, Document, and Preserve evidence from captured drones



# AIRSPACE GALAXY<sup>TM</sup> CONOPS

- Airspace Galaxy integrates into your concept of operations (CONOPS)
- Alerts based on your customized parameters (e.g., geographic borders)
  - Delivery methods include mobile app, email, text
  - Alerts can be integrated into existing security systems
- Detection information can be shared with local authorities
- Web-based and mobile applications

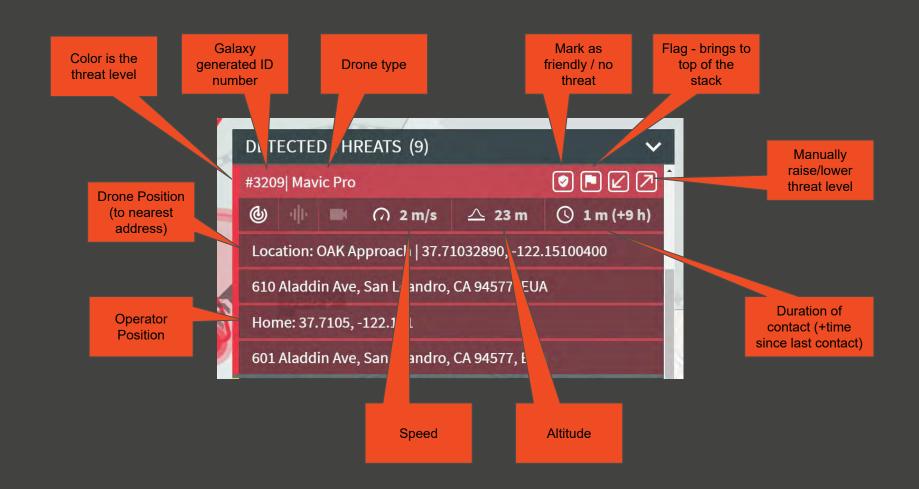






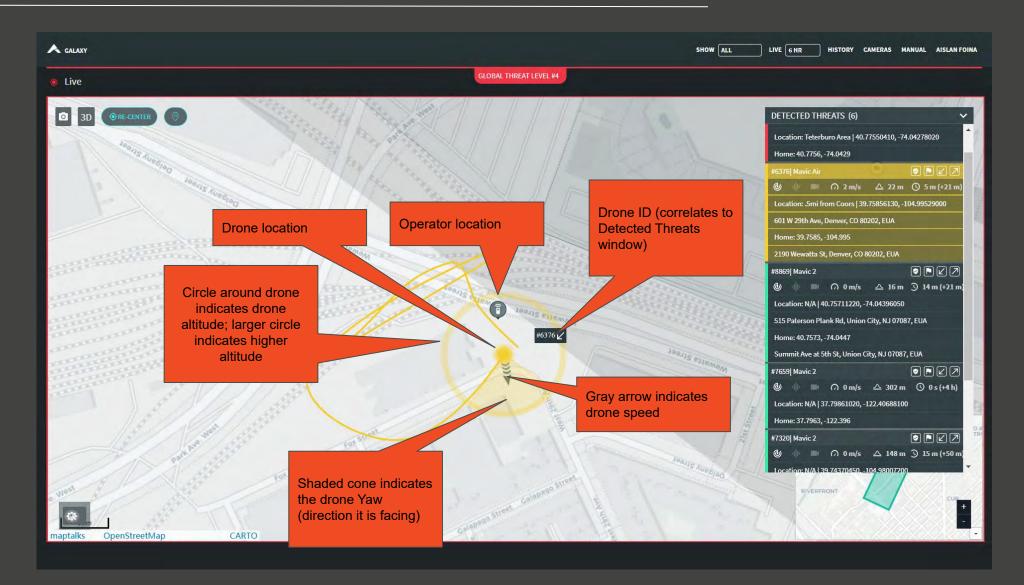


### **THREAT WINDOW**





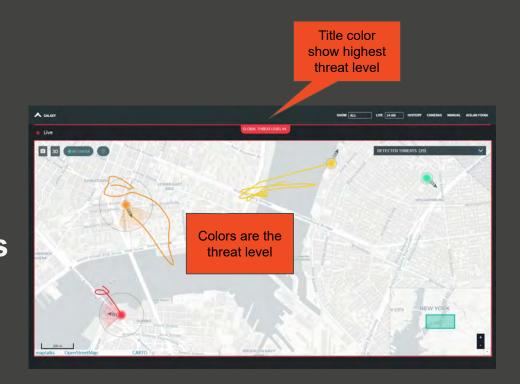
# DRONE FLIGHT DETAILS





### **GALAXY INTERFACE - THREAT**

- Galaxy classify detections into threat levels
  - Not a threat
  - Low threat
  - Medium threat
  - Highest threat
- Threat assessment depends on customer requirements and local regulation
  - Detection in an airport approach path is set to max threat
- Threat can be escalated or reduced manually by the operator





# TRUSTED TO PROTECT FLEET WEEK

Fleet Week 2018, San Francisco CA

- Airspace coordinated with SFPD and US Navy to detect and identify unauthorized drones around San Francisco Bay
- Detected **34** unique drones over a two day period
- Law enforcement dispatched 4 times, multiple drone operators detained for illegal operations





# The choice of the



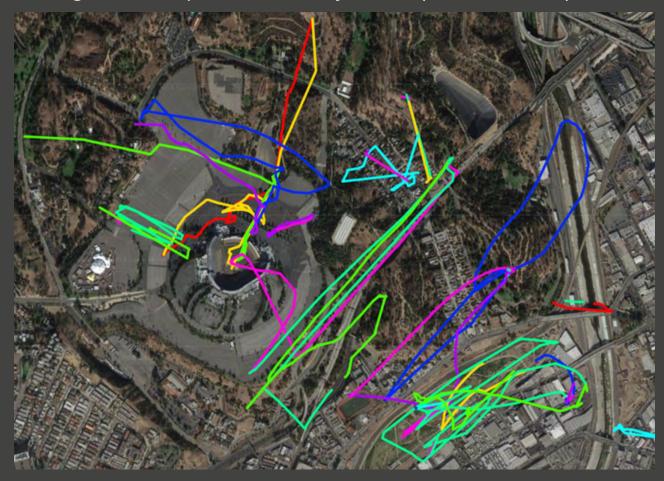
# to protect 2018 World Series



# TRUSTED TO PROTECT THE WORLD SERIES

MLB 2018 World Series, Dodgers Stadium (Los Angeles, CA) and Fenway Park (Boston, MA)

- Drone detection & airspace visualization services
- Detected **59** unique drones/operators between the two cities
- Enabled law enforcement to pursue operators, including an operator flying over a stadium during game time







# Package Options - Subscription Model (SaaS)

REGIONAL DATA COLLECTION PACKAGE	PILOT PROGRAM	STANDARD PACKAGE	ADVANCED PACKAGE
<ul> <li>Airspace to collect day for a 3 day period around the airport</li> <li>Provide a report on the drone detection activity for the 3 days to include operator and drone location (live links); drone ID; speed and more</li> </ul>	<ul> <li>45-Day on-site deployment</li> <li>Full airport for DJI drones</li> <li>Strategic airport coverage for other signal emitting drones</li> </ul>	<ul> <li>Detection of all DJI drones</li> <li>Real time drone detection alerts on drone ID; Drone Address; Model; Speed; location and more</li> </ul>	<ul> <li>Detection and identification of signal emitting drones</li> <li>Detection of all DJI drones</li> </ul>
No Hardware Required  Airspace Galaxy™ solution integrates signals from the hardware with AI and ML to create actionable intelligence	Hardware: Aeroscope and cameras  Airspace Galaxy™ solution integrates signals from the hardware with AI and ML to create actionable intelligence	Hardware: G16 Aeroscope, cameras  Airspace Galaxy™ solution integrates signals from the hardware with AI and ML to create actionable intelligence	Hardware: G 16 Aeroscope,Radar, short-range cameras  Airspace Galaxy™ solution integrates signals from the hardware with AI and ML to create actionable intelligence
Price: \$7,500	Price: \$35,000	Price: \$99,000 Annual Subscription Price	Price: \$500K-900K (price will depend on choice of HW) Annual subscription price

# SUMMARY AND NEXT STEPS

- Airspace Differentiators:
  - Complete Coverage
    - Layered sensors to cover the full drone threat
    - Integrated into a single, easy to use UI
  - Actionable Intelligence Innovative AI & ML
  - Seamless Integration with Existing Operations
  - Speed Install equipment and software in days not weeks or months
  - Flexible investment Subscription basis
  - Next Steps Select Package of your choice





## **Proposed Cost Elements**

Proposal: 1 University System Hosted Server Date: 2/12/2020
Customer: Santa Maria Airport V#1 Estimator: Mark Larson

## PROPOSED COST ELEMENTS - SUMMARY

PROPOSED COST ELEMENTS - SOMMANT		
Cost Element	lni	tial End User
Cost Element		Cost
Mobile University LPR and Professional Services	\$	24,005.00
Mobile Computing Package	\$	5,000.00
Hosted Server (AutoVu Managed Services) - Annual Cost	\$	4,200.00
Mobile Assurance Support - Annual Cost	\$	4,350.00
LPR Equipment Costs and Services- Total	\$	37,555.00

<sup>\*\*\*</sup> This proposal does not account for sales tax

**Options**	End	User Cost
Genetec AutoVu Extended Warranty Upgrade warranty to cover years 2-5	\$	6,272.64
Genetec AutoVu Extended Warranty with Advanced Swap Option-Inlcude Advanced Swap option for years 1-5	\$	8,191.26

**Annual Cost **	End	User Cost
Annual cost to include PCS Mobile support services and Genetec Licenses.	\$	8,550.00



Proposal: 1 University System Customer: Santa Maria Airport

Date: 12-Feb-20 Estimator: Mark Larson

	$C_{\ell}$	٦c	t c	- 3	۸.	1	^	h	i	ما	ı	D	R	
l		,,	1 >	-	IV	"	"	•	"	IP .		Ρ.	п	

Item Number	ltem	Item Description	Quantity		Unit Cost	E	xtended Cost
AutoVu Hardware AU-K-U2XS-850	AutoVu SharpX University Dual Base Kit	AutoVu <sup>™</sup> SharpX UNIVERSITY-ESSENTIALS new MLC* engine included Dual base KIT includes main processing unit, hard mount brackets, wiring, GPS antenna, high resolution LPR units and in-vehicle license.	1	\$	14,805.00	\$	14,805.00
Vehicle Software		Including data for North America - Per vehicle					
AU-M-OFFLINEMAP-NA	Mapping License	license	1	\$	450.00	\$	450.00
Professional Services							
LPR-SVC-INS-M	Mobile Installation	Installation services for one mobile LPR vehicle (City w/out WI, University, MLPI, Law 3 Camera)	1	\$	1,500.00	\$	1,500.00
LPR-SVC-CFG-AMS	Security Center Installation and Configuration	Inital Setup/ Base Configuration of Genetec SC back end server (AMS) and base Permit Zone Configuration (up to 50 lots). Base configuration includes PaybyPlate Sync Integrations (up to 5 providers), Hotlist/Permit List Updater and mapping of up to 50 locations.	1	\$	2,500.00	\$	2,500.00
LPR-SVC-PM	Project Management Services	Project Management services for LPR Project deployment. This assumes deployment of 5 or less mobile LPR vehicles or 1 fixed LPR garage.	1	\$	1,500.00	\$	1,500.00
LPR-SVC-TRAIN-M	On-Site and Remote Training	On Site and Remote LPR Training completed in two phases: Phase 1: One (1) 4 hours On Site Training Session on LPR Mobile Vehicle software and hardware (up to five people may attend training session) Phase 2: One (1) 2 hour remote web based training on LPR Security Center back end software -Security Desk and Config Tool (up to 10 participants). Additional training can be provided for additional cost.	1	\$	1,200.00	\$	1,200.00
LPR-SVC-TRAVEL	Travel Charge for On Site Services	Travel Costs for on site installation services- QTY based on project scope- up to 1 week on site with travel occurring M-F. Additional travel cost for larger deployments, extremely remote locations or weekend travel.	1	\$	1,400.00	\$	1,400.00
PS-AV-AMS-SC-NA	AutoVu Managed Services Setup Fee	Autovu Managed Services Setup Fees. (Includes: Creation of hosted enviroment, Security Center installation and perliminary Security Center setup) Security Center configuration included.	1	\$	500.00	\$	500.00
Shipping				1	455.55		
Ship-US	Shipping   Services- Total	Shipping to Lower 48 States	1	\$	150.00	\$	150.00 24,005.00

Costs - Warranty C	Item	Item Description	Quantity	Unit Cost	E	xtended Cost
Extended Warranty Optio		item Description	Quantity	J C031		Atenaca cost
AU-K-UXX-EWUP-1Y	First Year Upgrade Extended Warranty for Mobile Kit	AU-K-UXX- advanced swap warranty service upgrade from return and repair for first year of sale.	1	\$ 445.50	\$	445.50
AU-K-UXX-EWAS-4Y	Four Years Advance Swap Warranty - Covers years 2 - 5	Extended Warranty for AU-K-UXX kit with Advance Replacement coverage - 4 Years additional coverage. Does not Include update to advanced replacement for year 1 (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC.	1	\$ 7,745.76	\$	7,745.76
Extended Warranty Op	tions Total				\$	8,191.26
xtended Warranty Optio	ns - Return and Repair Fixed LPR					
AU-K-UXX-EWRR-4Y	Extended Warranty Return and Repair Coverage - Years 2 - 5	Extended Warranty for AU-K-UXX kit with Return and Repair coverage - 4 Years additional coverage. (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC.	1	\$ 6,272.64	\$	6,272.64
Extended Warranty Op	tions - Return and Repair Total				\$	6,272.64



Proposal: 1 University System Customer: Santa Maria Airport

Date: 12-Feb-20 Estimator: Mark Larson

_	_			
Costs - (	Campi	itina 1	mak	rila l
CU313 - 1		iliiiu i	HIUL	met

Costs - Computing	(mobile)					
Item Number	Item	Item Description	Quantity	Unit Cost	Exte	nded Cost
Hardware						
LPR-VEH-KIT-CP	Mobile Computing Assembly	Mobile LPR Vehicle In Vehicle Computing Hardware Kit: Includes FZ-G1 Tablet, External Cradlepoint In vehicle Modem for wireless connectivity, Tablet Docking Station, vehicle antenna, vehicle hardware mounting for secure installation of tablet and docking station within vehicle. *Customer is responsible for providing activated SIM card for cell service	1	\$ 5,000.00	\$	5,000.00
Hardware Costs - Total	1				\$	5,000.00



Proposal: 1 University System Customer: Santa Maria Airport

Date: 12-Feb-20 Estimator: Mark Larson

Costs - Hosted Serve	r					
Item Number	Item	Item Description	Quantity	Unit Cost	Ext	ended Cost
AutoVu Managed Services -	Hosted Server					
GSC-Base-5.8	Base Software	Genetec Security Center (GSC) Base Package - Version 5.8 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a SynergisTM, OmnicastTM, or AutoVuTM base package to enable access control, video, or LPR content respectively.	1	\$ -	\$	-
GSC-PBPSYNC-UPG- MULTI	Pay By Plate Multi	Upgrade to multiple Pay by Plate systems. PBP Single required	1	\$ 300.00	\$	300.00
GSC-Av-MS2.0-1Y	AMS - 1 Year	GSC AutoVu Managed Service 2.0 for one (1) year. Maximum of 1 year Hit retention (with images) and 1 year read retention (without images). See product description for limitations. Max five (5) concurrent Security Desk connections. Includes:  AutoVu base, Security Center mapping, List Updater and Pay-by-Plate Single. Includes Genetec Advantage	1	\$ 3,600.00	\$	3,600.00
GSC-Av-MS-1Patroller-1Y	Patroller Connection	GSC AutoVu Managed Service 1 Patroller	1	\$ 300.00	\$	300.00
Server Costs - Total					\$	4,200.00



Proposal: 1 University System Customer: Santa Maria Airport Date: 12-Feb-20 Estimator: Mark Larson

### Costs - Annual Support

Costs - Annual Supp		Hans Description	Overstitus	-	luit Coot	E.A.	andad Cast
Item Number Mobile Assurance Support	Item	Item Description	Quantity	·	Init Cost	EXT	ended Cost
LPR-SUP-MOB	Mobile Assurance® Mobility Summit	PCS Mobile Assurance Support for Mobile LPR Patroller vehicle. Includes remote services and remote support via Phone, Email and Remote sessions to resolve issues involving Mobile LPR vehicle. *Annual Cost per vehicle	1	\$	250.00	\$	250.00
LPR-SUP-BACKEND	Mobile Assurance® Summit Server	PCS Mobile Assurance Support for Security Center back end. Includes remote services and remote support via Phone, Email and Remote sessions to resolve issues involving back end Security Center Software. *Annual Cost per server system	1	\$	2,500.00	\$	2,500.00
LPR-PM-MOB	Preventative Maintenance	Annual on site Mobile LPR preventative maintenance visit. Includes maintenance checks, software upgrades, checking of all connections, mounting hardware for and testing in car software. Includes making any adjustments for items resulting from general wear and tear. Does not include movement of essential hardware or hardware damaged outside standard day to day use. *This is a per vehicle cost.	1	\$	200.00	\$	200.00
LPR-PM-TRAVEL	Travel Charge for On Site Services	Travel cost for on site preventative maintenance. This is a per trip cost. Additional travel cost may be required for larger deployments or remote locations.	1	\$	1,400.00	\$	1,400.00
LPR Support Services- To	tal					\$	4,350.00



### **Terms of Sale**

Please read these Terms of Sale (the "Terms of Sale") carefully. The submittal of any purchase order by the customer ("Buyer"), referred to in the attached quote, to Portable Computer Systems, Inc., dba: PCS Mobile ("PCS" or "Seller") indicates acceptance of these terms and conditions. Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. PCS reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use that appear on the PCS website (the "Website Terms"), these Terms of Sale will govern.

### 1. Acceptance of Order

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by PCS, it cannot typically be cancelled. If an order cancellation request is received and accepted by PCS prior to product shipment, a 15% cancellation fee will apply.

### 2. Pricing and Availabilit

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.

### 3. Payment Terms

Buyer shall provide all financial information reasonably requested by PCS from time to time for the purpose of establishing or continuing Buyer's credit limit. Buyer agrees that PCS shall have the right to decline or extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. PCS shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in PCS's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT), Wire Transfer or company check (7 – 10 days to clear). PCS currently accepts Visa, MasterCard, American Express and Discover as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. PCS further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

Buyer shall not deduct any amounts from any PCS invoice without PCS's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by PCS. Any authorized deductions for returned Products must include Buyer's customer tracking number and PCS's Return Merchandise Authorization ("RMA") number. Deductions received by PCS without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by PCS, PCS shall have the right, in addition to any and all other rights and remedies available to PCS at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the greater of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

### 4. Shipping Terms and Policies

Delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon PCS tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by PCS. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. PCS will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings. Buyer shall promptly notify Seller, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. Seller shall not be liable for any shipment delays that affect Seller or any of Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

#### 5 Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, PCS will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

6. Return Policy – all sales final

All sales are final, except where otherwise agreed upon by Buyer and PCS. Should PCS, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- a. In order for PCS to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. PCS will not accept "open box" returns.
- b. As PCS sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. We cannot re-sell or return a computer that has been built to a customer's specifications.
- c. Any and all product returns must be approved by PCS, in PCS's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- d. Approved returns must be made within 30 days of the delivery date.
- e. Approved returns will incur a 25% restocking fee.
- f. Returns must be received within 15 days of the RMA number issuance.
- g. The customer is responsible for all insurance and shipping charges associated with the return.
- h. All returns must be sent via UPS, Federal Express, or any other courier that provides a tracking number and proof of delivery
- i. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- j. Once PCS has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

### 7. Errors

PCS attempts to be as accurate as possible. However, PCS does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by PCS is not as described or pictured, Buyer's sole remedy is to return it in an undamaged unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

### 8. Disclaimer of Warranty

PCS PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. PCS HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PCS, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PCS, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

#### 9. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which we sell will offer manufacturers' warranties.

10. Privacy

Please refer to the PCS Privacy Statement, available at https://PCS.com/privacy-policy, for information about how PCS collects, uses, and discloses personal information from users of the site.

### 11. Dispute Resolution and Binding Arbitration

BUYER AND PCS AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either PCS, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), PCS's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of

the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR PCS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.

#### 12. Applicable Law and Jurisdiction

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

### 13. Export Controls

Certain PCS products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any PCS product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

### 14. Severability

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.

Agreed to by:	
Printed Name:	
Signature:	 
Title:	
Date:	

## Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101 805/568-3391 ♦ FAX 805/568-2249 www.sblafco.org ♦ lafco@sblafco.org

February 19, 2020

TO: Members of the Independent Special District Selection Committee

Subject: Nominations for one Regular and one Alternate Special District Member to

Santa Barbara LAFCO

## REVISED

## CALL FOR NOMINATIONS FOR LAFCO REGULAR AND ALTERNATE SPECIAL DISTRICT MEMBER

This Revised Call for Nominations supplements the Notice sent to the Special Districts on February 10, 2020. Please note that the dates for submitting nominations remain the same as in the previous notice, in particular nominations must be received by LAFCO no later than March 27, 2020. The accompanying Nomination Forms have been updated to require that the forms be signed and dated.

The terms of Regular Special District member Craig Geyer, and Alternate Special District member Cynthia Allen, will expire on March 1, 2020. Both Commissioner Geyer and Alternate Commission Allen are interested in being re-elected. Government Code Section 56332(c) states that: "At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed."

Nomination forms are attached to this notice.

- 1) Nominations for the one LAFCO Regular and one Alternate Special District

  Member. The terms of office of the Regular Special District Member and the Alternate Special District Member end on March 1, 2020. The terms of office shall be four years or until the appointment and qualification of his or her successor. The new terms of office end on March 1, 2024.
- 2) <u>Voting Requirements</u>: The independent special district selection committee consist of the presiding officer of the legislative body of each independent special district. If the presiding officer of an independent special district is unable to participate in an election, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place.

Local Agency Formation Commission February 18, 2020 Page two

3) Nomination Period and Voting Period: The nomination period will end on March 27, 2020. Following the nomination period, unless there is only one nominee for a seat, ballots containing the names of qualified nominees will be mailed to each eligible special district. The voting period will be up to 45 days. There are 38 special districts. For the election to be valid, at least 20 valid votes must be received. Election shall be by a majority of those voting, and not by plurality. In the event that a nominee does not receive a majority of votes cast, a runoff election shall be held between the two nominees receiving the highest number of votes.

## <u>Call for Nominations for one LAFCO Regular Special District Member and one Alternate Special District Member:</u>

Nominations for one Regular Special District Member and one Alternate Special District Member should be submitted to the LAFCO Executive Officer, at the following address, faxed, or emailed **no later than 5:00 pm, Friday, March 27, 2020**. Nomination forms are attached to this notice.

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street, Santa Barbara CA 93101

FAX 805/568-2249

Email Address: lafco@sblafco.org

Please contact the LAFCO office if you have any questions.

Sincerely,

PAUL HOOD Executive Officer

## **SANTA BARBARA** LOCAL AGENCY FORMATION COMMISSION

## NOMINATION FOR REGULAR SPECIAL **DISTRICT MEMBER**

Return to: Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101

T	A 7	FC	$\sim$	$\neg \mathbf{T}$			T	ra'	
	$\Lambda$	H ( ')	, ,	<b>~</b> I	ΛΙ	нн		<b>\</b>	н.

Or FAX to 568-2249	Date Received					
Please print in	ink or type					
POSITION SOUGHT: Regular Special District Member						
NAME OF NOMINEE:						
NOMINEE'S DISTRICT:						
MAILING ADDRESS:						
_						
Phone: Bus Ce	11:					
SIGNATURE OF NOMINATOR:						
Name of Independent Special District						
Print Nominator's Name						
m: 1						
Title						
Signature						
Date						

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

## SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

# NOMINATION FOR <u>ALTERNATE</u> SPECIAL DISTRICT MEMBER

Return to: Executive Officer
Santa Barbara LAFCO
105 East Anapamu Street, Room 407
Santa Barbara CA 93101
Or FAX to 568-2249

LAFCO STAFF USE

Date Received

Please print in ink or type							
POSITION SOUGHT: Alternate Special District Member							
NAME OF NOMINEE:							
NOMINEE'S DISTRICT:							
MAILING ADDRESS:							
Phone: Bus Cell:							
SIGNATURE OF NOMINATOR:							
Name of Independent Special District							
Print Nominator's Name							
Title							
Signature							
Date							

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



February 27, 2020

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

Subject: Membership and Position on EconAlliance Board

## Recommendation

It is recommended that the Board authorize the General Manager to join the Economic Alliance Foundation of Northern Santa Barbara County and serve on their Board of Directors.

## **Discussion**

The Economic Alliance Foundation of Northern Santa Barbara County approached the District with a request that the District participate in their efforts to promote their key initiatives as shown on the attached brochure. The recommended participation would be through membership in the organization and participation by the General Manager as a member of their Board of Directors.

The impact to the District is estimated to be approximately \$2,500 - \$5,000 per year in addition to 3-5 hours of staff time per month from the General Manager.

Please see the brochure and let me know if you have any questions.

Sincerely

CHRIS HASTERT, CM General Manager

## THE ECONOMIC ALLIANCE FOUNDATION

info@EconAlliance.org

### **BOARD OF DIRECTORS:**

Joe Halsell, President CEO. Halsell Builders

Michael Sell, Vice President - Finance Senior Vice President, Pacific Western Bank

Sam Cohen, Vice President - Governance & Operations Government & Legal Specialist Santa Ynez Band of Chumash Indians

**Phil Adam,** Vice President - Fund Development *Production Supervisor, Innovation Produce* 

Rick Rust, Secretary
Public Affairs Project Manager, Aera Energy LLC

Frankie Lindley, Treasurer CFO, Coastal Vineyard Care Associates

**Steve Pepe**, Immediate Past President Co-Founder, Clos Pepe Vineyards LLC

Ed Braxton, Director Chief Human Resources Officer Lompoc Valley Medical Center

Megan Cullen, Director Principal, SYV Consulting

Maribel Aguilera Hernandez, Director Attorney, Kirk & Simas

**Mike Kirkwood**, Director Banking Professional

Patrice Mosby, Director Vice President/Sr. Relationship Manager Wells Farao

Suzanne Singh, Director Economic Development Director Santa Maria Valley Chamber of Commerce

## THE ECONOMIC ALLIANCE FOUNDATION

Northern Santa Barbara County www.EconAlliance.org

INFORMATION:

**Victoria Conner**, Initiatives Director initiatives@EconAlliance.org

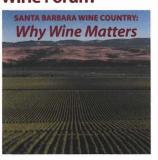
FOLLOW US ON:







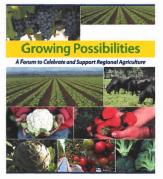
## **Wine Forum**



Celebration of wine sector. Recognition of wine and tourism linkage to County economic vitality and quality of life. Discussion of strategies to keep wine industry thriving.

June 27, 2019

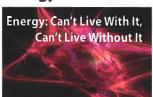
## **Growing Possibilities Ag Forum**



Celebration of agriculture, top-notch speakers, ag sector update, issues/opportunities/innovation discussion, farm family recognition.

Next Event: February 6, 2020

## **Energy Forum 2018**



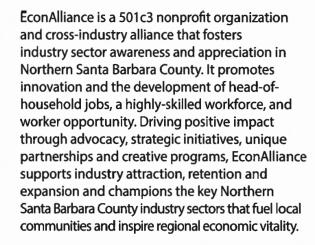
Provocative dialogue across public, private, economic sectors on energy's role in Santa Barbara County's well-being.

# annual Dinner and Future Forum Program



Highlight on innovation's importance and the trends/technologies driving economic vitality. High-profile keynotes and annual Innovation Award.

## **OVERVIEW**



ALLIANCE

### **KEY SUPPORTERS**





































Vitality, Visibility and Voice for Northern Santa Barbara County Industries and Communities



Vision Statement: EconAlliance is a leader in promoting regional economic vitality.

Mission Statement: The mission of EconAlliance is to create a high-performance,

## globally competitive regional economy.

## STRATEGIC NORTHERN SANTA BARBARA COUNTY INITIATIVES DRIVING ECONOMIC VITALITY

EconAlliance leads several initiatives in its effort to champion and celebrate target growth industries and provide foundational support for these industries and North County communities.

### **KEY INDUSTRY INITIATIVES**

- Public Education
- Policymaker Education
- Workforce Development
- Other Support



AGRICULTURE



WINE/TOURISM



HIGH TECH/ADVANCED MANUFACTURING



**ENERGY** 



**HEALTHCARE** 



**NORTH COUNTY SUPPORT INITIATIVES** 

- Surveys, Studies, Analysis
- Cross-sector Dialog and Information Sharing
- Collaborative Impact Efforts
- Thought Leadership



**GLOBAL TRADE** 



INFRASTRUCTURE, TRANSPORTATION, LOGISTICS



INNOVATION AND ENTREPRENEURSHIP



WORKFORCE AND EDUCATION



DURT (DELAYS, UNCERTAINTY, REGULATIONS, TAXES)

## SPECIAL PROJECTS/PARTNERS

EconAlliance is a frequent partner of others working to support the key industries and enhance the vitality and quality of life of Northern Santa Barbara County.



EconAlliance is designated by the Broadband Consortium Pacific Coast (BCPC) as the Consortium's Santa Barbara County liaison, supporting efforts to enhance community broadband options, planning and coordination across the tri-counties. Offering a

special understanding of North County, the Consortium's current target area of Santa Barbara County, EconAlliance partners with the Consortium to coordinate North County broadband forums, policymaker briefings and cross-sector conversations. Broadband is a key element of the EconAlliance infrastructure initiative.

District Export Councils across the United States assist

the U.S. Department of Commerce in promoting export and supporting exporters. EconAlliance and the District Export Council



of Southern California (DECSC) partner to bring trade expertise and global market analysis to Northern Santa Barbara County exporters and potential exporters under the EconAlliance Global Trade Initiative.

EconAlliance is committed to leveraging assets, resources





and talent to support regional economic vitality. It collaborates with local Chambers, economic development entities, and industry associations, as well as regional partners such as the Hourglass Project and others working to support North County and regional industries, communities and workers.



## **STEM INDUSTRY DAYS**

Northern Santa Barbara County



Working with over 20 industry partners, school districts, affordable housing, youth programs, local nonprofits and service organizations, EconAlliance annually brings science, technology, engineering and math (STEM) career awareness and industry-led STEM workshops and tours to Santa Maria low-income and other students. Beginning in 2019, youth in Lompoc and Santa Ynez Valley will also be served. Special thanks to event sponsors Aera Energy, Santa Ynez Band of Chumash, local Rotary and Kiwanis Clubs, the Solvang Chamber of Commerce, industry workshop/tour partners, and all STEM INDUSTRY DAYS supporters who annually bring the STEM message to over 300 North County youth.

STEM INDUSTRY DAYS features three days of industry-led workshops in Santa Maria (5th/6th graders, junior high, high school), and, new this year, one day of workshops in Lompoc. Also new this year, one day of STEAM workshops in Santa Ynez Valley, in cooperation with the Solvang Chamber of Commerce.

The Workforce & Literacy Initiative (WALI), developed



by EconAlliance, United Way and Allan Hancock College, is co-led by EconAlliance and United Way NSBC. It features five regional workforce and literacy goals for 2020.

The annual Summer Science Institute (SSI), under



Director/award-winning science teacher Riccardo Magni, prepares students to compete in the Santa Barbara County Science Fair and for the future, as they organize and complete an independent science research project. EconAlliance serves as 501c3 fiscal agent, promoting

industry partnerships and support for the program.

I had a dream.

A dream to fly a supersonic MiG 21 in a Santa Maria air show and provide training support to the Department of Defense.

The MiG 21 was listed as one of the most important of the world's top 10 aircraft by "Flying" magazine.

The MiG 21, produced in very large numbers, was a shock and major game changer in the way the Defense Department developed our competing aircraft.

For many years the Russian MiG 21 established the world records for speed and altitude in competition with the US.

The MiG 21 is still used in combat today and was recently credited with shooting down an F 16.

As a result of my failure to negotiate a doable settlement with the assets I have, .......... am done.

In response to this offer, I will transfer the title to N21PF to the airport and trust that you will take the judgement handcuffs off that have prevented me from earning the money to fully pay the original note, that was signed in good faith.

I have nothing else to offer.

At 77, I am fortunate to have a beautiful memory of a flying a MiG 21, supersonic, over the Moscow countryside, doing a roll and a loop as symbolic of the United States win over the "Scientific Socialist Republic" of the USSR. The Soviets built walls, with guns, pointed inwards, to keep their subjects in "The Workers' Paradise."

With the hope of a better future for the citizens of both countries.

David E. Baskett