



P.O. Box 755
Big Bear City, CA 92314
(909) 585-3219
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FlyBigBear.com

“The Big Bear Airport District provides Big Bear Valley with a safe, efficient and exceptional venue for aviation operations.”

REGULAR BOARD OF DIRECTORS MEETING

**Big Bear Airport District
Wednesday, October 9, 2024
4:00 P.M.**

Terminal Building – West Wing Board Room (501 Valley Blvd, Big Bear City, CA 92314)

TELECONFERENCE LOCATION

Pursuant to Government Code Section 54953 (b), Board Member Julie Smith will be participating in the Regular Board of Directors Meeting via teleconference from the following location: 4011 14th Street, Riverside CA 92501

BOARD MEMBERS:

**Steve Castillo, President
Rick Seifert, Vice-President
Chuck Hicks
Marikay Lindstrom
Julie Smith**

Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the Meeting.

This Agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2, which is a portion of California’s Open Meeting Law called the “Brown Act.” The agenda contains a brief, general description of each item of business to be discussed and/or transacted. Prior to acting on any Agenda item, the Board will consider public comments.

- 1. CALL TO ORDER**
- 2. FLAG SALUTE**

MISSION STATEMENT: The Big Bear Airport District serves the Big Bear Valley by providing a safe, efficient, and exceptional venue for aviation operations.

3. ROLL CALL AND INTRODUCTIONS

4. APPROVAL OF AGENDA

- 5. PUBLIC COMMENTS:** A person wishing to comment on an Agenda item should come to the podium and wait for the President to recognize them. Unless otherwise provided for a specific item, all comments are limited to 3 minutes each with an overall total of 15 minutes. No speaker may allot their time to others.

Comments on Agenda items: Comments concerning matters on the agenda will be heard at the time the matter is considered.

Comments on non-Agenda Items: Comments concerning matters not on the agenda will be heard during the Public Comment section on the agenda. A speaker's comments should be within the subject matter jurisdiction of the Big Bear Airport District Board.

Please note that if you wish to address the Board on items not listed on the posted Agenda, the Brown Act does not allow Board discussion of such items because they are not on the agenda and thus were not publicly noticed. Therefore, the Board may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a limited factual response. Your comments may be placed on the agenda for future discussion.

6. SPECIAL PRESENTATIONS AND PROCLAMATIONS: None.

7. BIG BEAR AIRPORTS PILOTS ASSOCIATION

8. CONSENT AGENDA:

8.1. Approval of Draft Minutes

- 8.1.a.** [August 14, 2024, Regular Board Meeting](#) (Pages 4-5)

8.2. YTD Financial Reports

- 8.2.a** [July 2024](#) (Pages 6-18)

- 8.2.b** [August 2024](#) (Pages 19-32)

9. PULLED CONSENT AGENDA ITEMS

10. BUSINESS MATTERS – DISCUSSION AND POSSIBLE ACTION:

- 10.1** [Discussion and possible approval of a construction contract for the installation of water and sewer connections for the temporary terminal building](#) (Pages 33-34)

- 10.2** [Discussion and possible approval of Resolution No. 2024-05; Correcting the Employer Contribution for Employees and Annuitants under the Public Employee's Medical and Hospital Act](#) (Pages 35-37)

10.3 [Discussion and possible approval of a Master Services Agreement with Mead & Hunt for Architectural and Engineering, Planning and Environmental services](#)
(Pages 38-64)

10.4 Discussion and possible action regarding Director Hick's request to change the Board of Director's Regular Meeting schedule from the second Wednesday to the third Wednesday of every month

11. MANAGER'S REPORT (Pages 65-76)

In addition to providing the operational report(s), General Manager Ryan Goss will provide a verbal update on the Line Fire, specifically how the fire has affected airport operations.

12. COMMITTEE REPORTS: NONE

13. DIRECTOR'S COMMENTS

14. PROPOSAL OF FUTURE AGENDA ITEMS

15. NEXT MEETING DATE:

Wednesday, November 13, 2024, at 4:00 P.M. – Regular Board of Directors Meeting

Location: Terminal Building- West Wing Board Room

16. ADJOURNMENT

CERTIFICATION: I, Rebecca Cannon, Board Secretary of the Big Bear Airport District, do hereby certify that I posted a copy of the foregoing Agenda on October 3, 2024, at least 72 hours in advance of the Regular Board of Directors Meeting (Government Code Section 54954.2).



Rebecca Cannon
Board Secretary
Big Bear Airport District

The Big Bear Airport District ("District") Board Meeting area is handicapped accessible. Persons with disabilities can receive this Agenda in an alternative format and should call the Airport Office at (909) 585-3219. Notification of 48 hours prior to the Meeting will enable the District to make arrangements to assure accessibility to the Meeting. The agenda is available for review. Agenda items are posted on the District Website at www.flybigbear.com. If access to the Website is not available, copies may be obtained by calling the Airport Office.



MINUTES

REGULAR BOARD OF DIRECTORS MEETING

Wednesday, August 14, 2024

4:00 P.M.

*"The Big Bear Airport District serves the Big Bear Valley
by providing a safe, efficient, and exceptional venue for aviation operations"*

BOARD OF DIRECTORS

Steve Castillo, President | Rick Seifert, Vice-President
Director Charles Hicks | Director Marikay Lindstrom
Director Julie Smith

MEETING LOCATION

Terminal Building – West Wing Boardroom

1. **CALL TO ORDER:** President Castillo called to order the Regular Meeting of the Big Bear Airport Board of Directors on Wednesday, August 14, 2024, at 4:00 P.M.
2. **FLAG SALUTE:** President Castillo invited the Board and those present to join in the flag salute, and the salute followed.
3. **ROLL CALL AND INTRODUCTIONS:** Board Secretary, Rebecca Cannon, recorded the following:
DIRECTORS PRESENT: Director Hicks, Director Lindstrom, and Director Castillo. Director Smith participated in the meeting via zoom from the following location: 4011 14th Street, Riverside, CA 92501. Director Seifert was absent with cause.
4. **APPROVAL OF AGENDA:** No changes. Approved by consensus.
5. **SPECIAL PRESENTATIONS AND PROCLAMATIONS:** NONE
6. **BIG BEAR AIRPORTS PILOTS ASSOCIATION:** President of BBPA, Jack Williams contributed.
7. **CONSENT AGENDA:** Director Castillo moved to approve the Minutes from the Regular Board of Directors Meeting held on July 10, 2024, and the filing of the YTD financial reports. Director Hicks seconded the motion. The motion passed, with all members present voting AYE.
8. **PULLED CONSENT AGENDA ITEMS:** NONE
9. **BUSINESS MATTERS:**
 - 9.1. **T-Mobile Lease Agreement**

Director Hicks moved to approve the first amendment to the lease agreement with T-Mobile. Director Castillo seconded the motion. The motion passed, with all members present voting AYE.

9.2 San Bernardino County Public Works Common Use Agreement

Director Hicks moved to approve the common use agreement with San Bernardino County Public Works. Director Castillo seconded the motion. The motion passed, with all members present voting AYE.

10. MANAGER'S REPORT: General Manager Ryan Goss presented reports highlighting airport operations since the last Board meeting held on July 10, 2024.

11. COMMITTEE REPORTS: NONE

12. DIRECTOR'S COMMENTS: Director Hicks, Director Castillo and Director Smith contributed.

13. FUTURE AGENDA ITEMS: NONE

14. NEXT MEETING DATE:

Wednesday, September 11, 2024, at 4:00 P.M. – Regular Board of Directors Meeting
Location: West Wing Board Room, Terminal

15. ADJOURNMENT: 4:47 P.M.

Steve Castillo, President
Board of Directors

Attest: _____

Rebecca Cannon
Board Secretary

Big Bear Airport District
Profit & Loss Budget Performance
July 2024

	July	July 24	Total Budget	\$ Over/(Under) Budget	% of Budget Target: 8%
Income					
4054 · State Subsidy	\$ -	\$ -	\$ 20,000	\$ (20,000)	0%
4055 · Tax Revenues	-	-	2,071,400	(2,071,400)	0%
4056 · City Tax Revenue	-	-	119,300	(119,300)	0%
4110 · Sales-Aircraft Fuel	85,561	85,561	612,900	(527,339)	14%
4200 · Auto Parking	660	660	6,400	(5,740)	10%
4206 · Events Revenue	-	-	1,000	(1,000)	0%
4210 · Commercial Leases	6,177	6,177	76,500	(70,323)	8%
4220 · Ground Lease	6,692	6,692	75,400	(68,708)	9%
4230 · Hangar Rentals	45,609	45,609	418,900	(373,291)	11%
4254 · Gate Access Remote/Key Repl.	80	80	300	(220)	27%
4255 · Aircraft Oil Sales	299	299	3,900	(3,601)	8%
4256 · Aircraft Stores Sales	135	135	4,900	(4,765)	3%
4260 · Souvenir Sales	451	451	8,500	(8,049)	5%
4270 · Storage Units	488	488	5,900	(5,412)	8%
4280 · Tiedown Rents	628	628	7,800	(7,172)	8%
4290 · Tiedown Transient	324	324	1,700	(1,376)	19%
4300 · RV/Camper Storage	1,443	1,443	17,500	(16,057)	8%
4305 · Reimbursement	-	-	60,000	(60,000)	0%
4310 · Misc Revenue	-	-	600	(600)	0%
4320 · Late Fees-Tenant Rentals	-	-	100	(100)	0%
4325 · Sales Adjustment	-	-	-	-	0%
Total Income	148,547	148,547	3,513,000	(3,364,453)	4%
Cost of Goods Sold					
5000 · COGS- Aircraft Fuel	63,552	63,552	497,200	(433,648)	13%
5005 · COGS-Souvenirs	-	-	5,300	(5,300)	0%
5010 · COGS - Oil	-	-	1,800	(1,800)	0%
5015 · COGS - Aircraft Stores	-	-	1,000	(1,000)	0%
Total COGS	63,552	63,552	505,300	(441,748)	13%
Gross Profit	84,995	84,995	3,007,700	(2,922,705)	3%
Expense					
5040 · Marketing	238	238	72,600	(72,362)	0%
5061 · Bank Charges/Credit Card Fees	5,765	5,765	29,900	(24,135)	19%
5070 · Board Election Costs	-	-	12,000	(12,000)	0%
5090 · Contract Services	4,561	4,561	105,600	(101,039)	4%
5110 · Motorized Vehicle Fuel	-	-	27,200	(27,200)	0%
5125 · Directors' Expenses	1,600	1,600	13,700	(12,100)	12%
5140 · Dues & Subscriptions	211	211	15,000	(14,789)	1%
5150 · Staff Expenses	1,093	1,093	13,200	(12,107)	8%
5160 · Fees/Permits/Licenses	564	564	23,600	(23,036)	2%
5170 · Hazardous Waste Pickup	-	-	1,000	(1,000)	0%
5180 · Insurance-Liability Expense	101,271	101,271	121,400	(20,129)	83%
5182 · Insurance-Worker's comp	13,707	13,707	23,200	(9,493)	59%
5210 · Janitorial Supplies	403	403	5,100	(4,697)	8%
5215 · Manager's Expenses	-	-	2,100	(2,100)	0%
5230 · Office Operational Expense	571	571	3,700	(3,129)	15%
5250 · Professional Services	197	197	114,200	(114,003)	0%
5260 · Repair & Maintenance-AWOS	-	-	5,000	(5,000)	0%
5271 · Repair & Maintenance-Computer	-	-	4,800	(4,800)	0%
5275 · R & M - Aircraft Fuel Farm	-	-	7,600	(7,600)	0%
5280 · Repair & Maintenance-Grounds	240	240	35,000	(34,760)	1%
5285 · Repair & Maintenance-Hangars	74	74	10,000	(9,926)	1%
5290 · Repair & Maintenance-Lighting	-	-	5,500	(5,500)	0%
5295 · R & M - Terminal Building	-	-	6,200	(6,200)	0%
5300 · R & M - Motorized Equipment	757	757	32,000	(31,243)	2%
5305 · Repair & Maint Fire Extinguish	-	-	1,700	(1,700)	0%
5310 · Emerg Equip/Supplies	-	-	1,300	(1,300)	0%
5350 · CDFA Dealer Tax	188	188	600	(412)	31%
5360 · Office Communications	727	727	8,800	(8,073)	8%
5373 · Tools/Small Maint Equipment	38	38	2,500	(2,462)	2%
5390 · Winter Ops Contingency	-	-	6,000	(6,000)	0%
5400 · Utilities	6,142	6,142	209,600	(203,458)	3%
6565 · Salaries	42,168	42,168	703,200	(661,032)	6%
6570 · FICA-Employer	74	74	800	(726)	9%
6575 · Medicare-Employer	585	585	9,700	(9,115)	6%
6585 · Health, Life, Dent.& Vision Ins	19,885	19,885	304,500	(284,615)	7%
6590 · 457 Contribution-ER Match	1,154	1,154	24,000	(22,846)	5%
6594 · Survivor Benefit Expense	478	478	500	(22)	96%
6595 · Pension Expense	69,540	69,540	136,400	(66,860)	51%

**Big Bear Airport District
 Profit & Loss Budget Performance
 July 2024**

	July	July 24	Total Budget	\$ Over/(Under) Budget	% of Budget Target: 8%
6596 · Pension - ER Paid for EE	678	678	12,200	(11,522)	6%
6597 · GASB 68 Report Fee	-	-	700	(700)	0%
6599 · SSA218-CalPERS Annual AdminFee.	-	-	300	(300)	0%
Total Expense	272,909	272,909	2,112,400	(1,839,491)	13%
Net Ordinary Income	(187,914)	(187,914)	895,300	(1,083,214)	-21%
Other Income/Expense					
Other Income					
4330 · Investment Revenue	66,061	66,061	296,800	(230,739)	22%
4332 · Unrealized Gain/(Loss) on Invmt	30,286	30,286	-	-	0%
Total Other Income	96,347	96,347	296,800	(200,453)	32%
Other Expense					
5042 · Capital Improvement Proj. FY24	-	-	128,750	(128,750)	0%
5039 · Capital Improvement Projects 22	-	-	55,000	(55,000)	0%
CIP22R2 · Temp.Modular Office Space	-	-	150,000	(150,000)	0%
5205 · Interest Exp-Terminal Bldg Loan	113,770	113,770	224,300	(110,530)	51%
5207 · Term.Bldg. Loan Debt Service	220,000	220,000	220,000	-	100%
Total Other Expense	333,770	333,770	778,050	(444,280)	43%
Net Other Income	(237,423)	(237,423)	(481,250)	243,827	49%
Net Income	\$ (425,337)	\$ (425,337)	\$ 414,050	\$ (639,387)	10%

Big Bear Airport District Balance Sheet

As of July 31, 2024

Jul 31, 24

ASSETS

Current Assets

Checking/Savings

1040 · Checking Account 435,865

Total Checking/Savings 435,865

Accounts Receivable

1140 · Accounts Receivable 17,175

Total Accounts Receivable 17,175

Other Current Assets

1001 · Petty Cash 350

1125 · LAIF 734,463

1125.01 · LAIF - Fair Market Value -9,551

1127 · TD Ameritrade, Inc. 14,193,154

1128 · CLASS 600,000

1142 · Lease Receivable 223,458

1160 · Prepaid Medical/Life Insurance 10,614

1161 · Prepaid Insurance-Liability 4,665

1163 · Taxes Receivable 52,340

1164 · Pre Paid Jet A Fuel Tax 3,986

1166 · Pre-Paid Expense 9,690

1181 · Inventory-Souvenirs 5,255

1182 · Inventory-Fuel 58,747

1183 · Inventory - Oil 2,967

1185 · Inventory - Aircraft Stores 3,824

1499 · Undeposited Funds 7,039

Total Other Current Assets 15,901,001

Total Current Assets 16,354,041

Fixed Assets

1201 · Land 3,692,512

1220 · Land Improvements 18,172,525

1240 · Structure Improvements 5,774,935

1241 · Old Terminal Building 2,643,000

1250 · Operating Equipment 4,127,135

1270 · Accumulated Depreciation -22,971,509

1300 · Construction in Progress 631,980

Total Fixed Assets 12,070,578

Other Assets

1150 · Deferred Outflows of Resources 860,878

Total Other Assets 860,878

TOTAL ASSETS 29,285,497

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Big Bear Airport District Balance Sheet

As of July 31, 2024

Jul 31, 24

Accounts Payable	
2001 · Accounts Payable	18,087
Total Accounts Payable	<u>18,087</u>
Other Current Liabilities	
2002 · Accrued Expense	1
2123 · Accrued Vacation	41,779
2124 · Accrued Sick Leave	49,161
2200 · Sales Taxes Payable	9,781
2301 · Deposits-Tenant Security	34,912
2302 · Deposits-Gate Access	6,490
2303 · Deposits-Wait List	10,122
2320 · Prepaid Rents	210,587
Total Other Current Liabilities	<u>362,833</u>
Total Current Liabilities	380,920
Long Term Liabilities	
2525 · Terminal Building Loan	7,655,942
2600 · Net Pension Liability	855,381
2620 · Net OPEB Obligation	939,133
2625 · Deferred Inflows of Resources	919,723
2630 · DIR - Leases	217,682
Total Long Term Liabilities	<u>10,587,861</u>
Total Liabilities	10,968,781
Equity	
3900 · Retained Earnings	18,727,093
Net Income	-410,379
Total Equity	<u>18,316,714</u>
TOTAL LIABILITIES & EQUITY	<u><u>29,285,495</u></u>

Big Bear Airport District
US Bank CC Expense-Detail

July 2024

	<u>Date</u>	<u>Memo</u>	<u>Amount</u>
US Bank			
	07/22/2024	Zoom, IP Video	210.98
	07/22/2024	New Holland Tires	514.64
	07/22/2024	Copy Paper	58.84
	07/22/2024	Coffee Bar Supplies	108.46
	07/22/2024	Water	310.80
	07/22/2024	Vacuum Bags	30.90
Total US Bank			<u>1,234.62</u>
TOTAL			<u><u>1,234.62</u></u>

Big Bear Airport District Monthly Check Report July 2024

Date	Num	Name	Memo	Amount
07/10/2024	DD2598	Abby Erickson	Direct Deposit	0.00
07/10/2024	DD2599	Ariel Valenzuela	Direct Deposit	0.00
07/10/2024	DD2600	David Caballero	Direct Deposit	0.00
07/10/2024	DD2601	Hugo Medel-Valdes	Direct Deposit	0.00
07/10/2024	DD2602	James Ryan Goss	Direct Deposit	0.00
07/10/2024	DD2603	John M. Egerer	Direct Deposit	0.00
07/10/2024	DD2604	John R Melissa	Direct Deposit	0.00
07/10/2024	DD2605	Rebecca Cannon	Direct Deposit	0.00
07/11/2024	DD2606	Charles Hicks (Board)	Direct Deposit	0.00
07/11/2024	DD2607	Richard W Seifert	Direct Deposit	0.00
07/11/2024	DD2608	Steve J Castillo	Direct Deposit	0.00
07/24/2024	DD2609	Abby Erickson	Direct Deposit	0.00
07/24/2024	DD2610	Ariel Valenzuela	Direct Deposit	0.00
07/24/2024	DD2611	David Caballero	Direct Deposit	0.00
07/24/2024	DD2612	Hugo Medel-Valdes	Direct Deposit	0.00
07/24/2024	DD2613	James Ryan Goss	Direct Deposit	0.00
07/24/2024	DD2614	John M. Egerer	Direct Deposit	0.00
07/24/2024	DD2615	John R Melissa	Direct Deposit	0.00
07/24/2024	DD2616	Rebecca Cannon	Direct Deposit	0.00
*** Missing numbers here ***				
07/09/2024	4613		Survivor Benefit Billing 2024-2025	-416.00
*** Duplicate document numbers ***				
07/09/2024	4613		Survivor Benefit Billing 2024-2025	-62.40
*** Missing numbers here ***				
07/18/2024	4617	PERS - Medical	PERS Medical Premium - July	-19,266.14
07/18/2024	4618	PERS - Retirement	457 Contribution PP ending 7/6/24	-1,872.99
07/18/2024	4619	PERS - Retirement	PP ending 7/6/24	-4,496.28
*** Missing numbers here ***				
07/29/2024	4621	PERS - Retirement	PP ending 7/20/24	-4,586.70
07/29/2024	4622	PERS - Retirement	457 Contribution PP ending 7/20/24	-1,872.99
*** Missing numbers here ***				
07/02/2024	34384	Gao, John H-B02	H-B02	-30.00
07/02/2024	34385	SDRMA	7114	-101,271.49
07/02/2024	34386	Accent Computer Solutions, Inc.	Computer Support	-1,221.88
07/02/2024	34387	Bear Valley Electric	Airport accounts	-5,045.56
07/02/2024	34388	Big Bear City CSD.	BBAD	-1,009.09
07/02/2024	34389	Caballero, David.	July 2024 cell phone	-50.00
07/02/2024	34390	Cannon, Rebecca.	July 2024 cell phone	-50.00
07/02/2024	34391	Castillo, Steve	Monthly reimbursement - July 2024	-100.00
07/02/2024	34392	Egerer, John	July 2024 cell phone	-50.00
07/02/2024	34393	Erickson, Abby.	July 2024 cell phone	-50.00
07/02/2024	34394	Goss, Ryan	July 2024 cell phone	-50.00
07/02/2024	34395	Legit Labeling	Rebecca, John E, David shirts	-231.11
07/02/2024	34396	Lindstrom, Marikay.	Monthly reimbursement - July 2024	-100.00
*** Missing numbers here ***				
07/02/2024	34398	Melissa, John	July 2024 cell phone	-50.00
07/02/2024	34399	SDRMA	7114	-13,706.61
07/02/2024	34400	Seifert, Rick	Monthly reimbursement - July 2024	-100.00
07/02/2024	34401	Smith, Julie	Monthly reimbursement - July 2024	-100.00
07/02/2024	34402	Valenzuela, Ariel.	July 2024 cell phone	-50.00
07/03/2024	34403	Ward, Daniel H-B03		-400.00
07/09/2024	34404	Accent Computer Solutions, Inc.	Computer Support	-3,048.05
07/09/2024	34405	Advanced Copy Systems	SB6733	-93.84
07/09/2024	34406	Caballero, David.	Reimbursement-work pants, boots	-161.23
07/09/2024	34407	Frontier Communications	909-585-2900-031710-5	-108.59
07/09/2024	34408	Mountain Water Company	BBAD	-96.00
07/09/2024	34409	Nativescapes, Inc.	BBAD	-1,005.00
07/09/2024	34410	RSI	KL35	-180.00
07/09/2024	34411	SB County - LAFCO	BBAD	-1,991.50
07/11/2024	34412	Julia Smith		-91.25
07/11/2024	34413	Marikay Lindstrom		-182.50
07/10/2024	34414	Cannon, Rebecca.	Mileage Reimbursement San Bernardino for Re	-66.87
07/11/2024	34415	Heaton, Brad H-B03		-372.00
07/11/2024	34416	Ward, Daniel H-B03		-20.00
07/16/2024	34417	Accent Computer Solutions, Inc.	Computer Support	-93.61
07/16/2024	34418	Big Bear City CSD.	BBAD	-473.40
07/16/2024	34419	De Lage Landen	345023	-118.12
07/16/2024	34420	EideBailly, LLP	258954	-1,246.88

**Big Bear Airport District
Monthly Check Report
July 2024**

Date	Num	Name	Memo	Amount
07/16/2024	34421	Optec Displays Inc.	SO2017-000757	-195.00
07/16/2024	34422	Sonitrol of San Bernardino	23424,237693	-327.12
07/16/2024	34423	Spectrum Business (Charter)	8245100840148023	-618.18
07/18/2024	34424	Ward, Daniel H-B03		-200.00
07/25/2024	34425	Big Bear Chamber of Commerce	BBAD	-130.00
07/25/2024	34426	Principal Financial Group	1014239-10001	-1,642.92
07/25/2024	34427	Reliance Standard	GL160580, LTD 130861	-528.68
07/25/2024	34428	Bear Valley Printing	BBAD	-511.93
07/30/2024	34429	Brisepierre, Christian TD-36W		-60.00
07/30/2024	34430	Big Bear City CSD.	BBAD	-1,151.48
07/30/2024	34431	Southwest Gas	910000176035	-35.56
07/30/2024	34432	Big Bear City CSD.	BBAD	-1,039.36
07/30/2024	34433	Big Bear Urgent Care	BBAD	-125.00
07/30/2024	34434	Butcher's Block	101970	-112.32
07/30/2024	34435	C & D Termite & Pest Control	4452-19	-188.00
07/30/2024	34436	Chem-Pak, Inc.	B1017	-371.96
07/30/2024	34437	Cole Huber LLP	10443	-180.00
07/30/2024	34438	Columbia Capital Management, LLC	Investment Mgmt. Services (Apr-Jun)	-6,133.40
07/30/2024	34439	Erickson, Abby.	Mileage Reimbursement to Costa Mesa for Risk	-155.98
07/30/2024	34440	First Foundation Bank	60320100	-333,769.50
07/30/2024	34441	Nigro & Nigro	BBAD	-8,000.00
07/30/2024	34442	Shred-it, Inc.	12147987	-139.56
07/30/2024	34443	Southwest Gas	910000935051	-11.00
07/31/2024	34444	Stavish Construction Inc.	Unit A3b	-152.00



Local Agency Investment Fund

P.O. Box 942809

Sacramento, CA 94209-0001 December 22, 54753 August 01, 2024

(916) 653-3001

[LAIF Home](#)

[PMIA Average Monthly Yields](#)

[Tran Type Definitions](#)

Account Number:

July 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2024	7/12/2024	QRD	1756341	N/A	SYSTEM	14,177.44
7/30/2024	7/30/2024	RW	1757984	N/A	JAMES RYAN GOSS	-500,000.00

Account Summary

Total Deposit:

Beginning Balance:

Total Withdrawal:

Ending Balance:

Columbia Capital Management, LLC
PORTFOLIO SUMMARY
Big Bear Airport District
Income
July 31, 2024

Security Type	Quantity	Total Cost	Market Value	Pct. Assets	Cur. Yield	Est. Annual Income
Fixed Income						
Agency Securities	2,185,000	2,182,395.00	2,183,749.99	67.6	5.2	112,595.00
Treasury Notes	1,032,000	1,005,538.73	1,014,762.37	31.4	4.8	30,960.00
	3,217,000	3,187,933.73	3,198,512.36	99.0	5.1	143,555.00
Cash and Equiv.						
Cash and Equivalents	3,698	33,784.44	33,784.44	1.0	0.0	0.00
	3,698	33,784.44	33,784.44	1.0	0.0	0.00
TOTAL PORTFOLIO	3,220,698	3,221,718.17	3,232,296.80	100.0	5.0	143,555.00

Columbia Capital Management, LLC
FIXED INCOME PORTFOLIO
Big Bear Airport District
Income
July 31, 2024

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Accrued Interest	Market Value +Accr.Int.	Pct. Assets	Yield To Mat.	Duration
Agency Securities										
1,160,000	FEDERAL HOME LN 5.125%25 DUE 08/28/25	100.00	1,160,025.00	99.92	1,159,078.80	25,266.25	1,184,345.05	35.9	5.18	1.01
500,000	FHLB 4.875%24 DUE 09/13/24	99.47	497,345.00	99.93	499,663.82	9,343.75	509,007.57	15.5	5.23	0.12
525,000	FHLB 5.48%24 DUE 10/18/24	100.00	525,025.00	100.00	525,007.38	8,231.42	533,238.79	16.2	5.32	0.21
	5.480% Due 10-18-24									
			2,182,395.00		2,183,749.99	42,841.42	2,226,591.41	67.6	5.23	0.62
Cash and Equivalents										
	Cash		30,086.32		30,086.32		30,086.32	0.9		0.00
3,698	SCHWAB US TREASURY MONEY INVESTOR	1.00	3,698.12	1.00	3,698.12		3,698.12	0.1		0.00
			33,784.44		33,784.44	0.00	33,784.44	1.0	0.00	0.00
Treasury Notes										
1,032,000	US TREASUR NT 3%07/25 UST NOTE DUE 07/15/25	97.44	1,005,538.73	98.33	1,014,762.37	1,346.09	1,016,108.46	31.4	4.81	0.93
	3.000% Due 07-15-25									
			1,005,538.73		1,014,762.37	1,346.09	1,016,108.46	31.4	4.81	0.93
			3,221,718.17		3,232,296.80	44,187.50	3,276,484.31	100.0	5.04	0.71

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
Big Bear Airport District
Income

From 06-30-24 to 07-31-24

Portfolio Value on 06-30-24	3,211,095.89
Accrued Interest	47,349.91
Contributions	0.00
Withdrawals	0.00
Realized Gains	0.00
Unrealized Gains	5,697.86
Interest	15,503.05
Dividends	0.00
Change in Accrued Interest	-3,162.41
Portfolio Value on 07-31-24	3,232,296.80
Accrued Interest	44,187.50
Average Capital	3,258,445.80
Total Gain before Fees	18,038.50
IRR for 0.08 Years	0.55%

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
Big Bear Airport District
Income

From 05-01-22 to 07-31-24

Portfolio Value on 05-01-22		0.00
Accrued Interest		0.00
Contributions		0.00
Withdrawals		0.00
Transfers In	2,999,733.00	
Realized Gains	35,357.59	
Unrealized Gains	10,578.63	
Interest	186,627.58	
Dividends		0.00
Change in Accrued Interest		44,187.50
Portfolio Value on 07-31-24	3,232,296.80	
Accrued Interest		44,187.50
Average Capital		2,882,955.07
Total Gain before Fees		276,751.31
IRR for 2.25 Years		9.60%

FY - 23-24

NO.	APPORTIONMENT	COLLECTION PERIOD	APPORTIONMENT DATE	FUNDS AUTOMATICALLY DEPOSITED	CHECK AMOUNT
1.	Tax Roll Revenues	7/1/23 - 11/1/23	11/8/2023	11/13/2023	\$228,862.62
2.	Tax Roll Revenues	11/4/23 - 11/20/23	11/27/2023	11/29/2023	\$100,086.49
3.	Homeowners' Exemption Reimbursement - 15%	7/1/23 - 11/30/23	12/6/2023	12/7/2023	\$1,653.66
4.	Tax Roll Revenues	11/21/23 - 12/14/23	12/18/2023	12/20/2023	\$736,298.92
5.	Tax Roll Revenues - RPTTF Distribution*	4/29/23 - 12/14/23	12/21/2023	12/27/2023	\$88,762.15
6.	Tax Roll Revenues	12/15/23 - 1/5/24	1/9/2024	1/11/2024	\$23,207.85
7.	Homeowners' Exemption Reimbursement - 35%	12/1/23 - 12/31/23	1/11/2024	1/16/2024	\$3,858.51
8.	Tax Roll Revenues - Including VLF**	1/9/24 - 1/12/24	1/17/2024	1/19/2024	\$5,551.70
9.	Tax Roll Revenues - Including Unitary	1/13/24 - 2/2/24	2/14/2024	2/16/2024	\$53,548.50
10.	Tax Roll Revenues	2/3/24 - 2/23/24	3/5/2024	3/7/2024	\$27,030.35
11.	Tax Roll Revenues	2/24/24 - 3/22/24	3/26/2024	3/28/2024	\$106,767.41
12.	Tax Roll Revenues	3/23/24 - 4/12/24	4/16/2024	4/18/2024	\$639,070.91
13.	Tax Roll Revenues	4/13/24 - 4/26/24	4/30/2024	5/2/2024	\$12,583.08
14.	Homeowners' Exemption Reimbursement - 35%	1/1/24 - 4/30/24	5/3/2024	5/7/2024	\$3,858.51
15.	Tax Roll Revenues - Including VLF and Unitary	4/27/24 - 5/6/24	5/15/2024	5/17/2024	\$16,211.10
16.	Tax Roll Revenues - RPTTF Distribution*	12/15/23 - 4/26/24	5/24/2024	5/29/2024	\$47,503.03
17.	Homeowners' Exemption Reimbursement - 15%	5/1/24 - 6/30/24	6/4/2024	6/7/2024	\$1,653.66
18.	Tax Roll Revenues	5/7/24 - 6/30-24	7/11/2024	7/15/2024	\$24,399.04
19.	FY 2023-2024 Year-End Reconciliation	7/1/23 - 6/30/24	7/12/2024	7/19/2024	\$27,940.61
20.	Tax Roll Revenues				
21.	FY 2023-2024 Teeter Plan Adjustment				
	<i>* Redevelopment Property Tax Trust Fund</i>			Total	\$2,148,848.10

Big Bear Airport District
Profit & Loss Budget Performance
August 2024

	August	Jul - Aug 24	Total Budget	\$ Over/(Under) Budget	% of Budget Target: 16%
Income					
4054 · State Subsidy	\$ -	\$ -	\$ 20,000.00	\$ (20,000.00)	0%
4055 · Tax Revenues	-	-	2,071,400	(2,071,400)	0%
4056 · City Tax Revenue	-	-	119,300	(119,300)	0%
4110 · Sales-Aircraft Fuel	74,459	160,020	612,900	(452,880)	26%
4200 · Auto Parking	660	1,320	6,400	(5,080)	21%
4206 · Events Revenue	1,000	1,000	1,000	-	100%
4210 · Commercial Leases	5,920	12,096	76,500	(64,404)	16%
4220 · Ground Lease	7,452	14,144	75,400	(61,256)	19%
4230 · Hangar Rentals	34,198	77,185	418,900	(341,715)	18%
4254 · Gate Access Remote/Key Repl.	-	80	300	(220)	27%
4255 · Aircraft Oil Sales	379	678	3,900	(3,222)	17%
4256 · Aircraft Stores Sales	386	521	4,900	(4,379)	11%
4260 · Souvenir Sales	789	1,240	8,500	(7,260)	15%
4270 · Storage Units	488	976	5,900	(4,924)	17%
4280 · Tiedown Rents	488	1,116	7,800	(6,684)	14%
4290 · Tiedown Transient	686	1,010	1,700	(690)	59%
4300 · RV/Camper Storage	1,443	2,885	17,500	(14,615)	16%
4305 · Reimbursement	-	-	60,000	(60,000)	0%
4310 · Misc Revenue	244	244	600	(356)	41%
4320 · Late Fees-Tenant Rentals	-	-	100	(100)	0%
4325 · Sales Adjustment	-	-	-	-	-
Total Income	128,592	274,515	3,513,000	(3,238,485)	8%
Cost of Goods Sold					
5000 · COGS- Aircraft Fuel	52,989	116,541	497,200	(380,659)	23%
5005 · COGS-Souvenirs	-	-	5,300	(5,300)	0%
5010 · COGS - Oil	-	-	1,800	(1,800)	0%
5015 · COGS - Aircraft Stores	-	-	1,000	(1,000)	0%
Total COGS	52,989	116,541	505,300	(388,759)	23%
Gross Profit	75,603	157,974	3,007,700	(2,849,726)	5%
Expense					
5040 · Marketing	2,770	3,008	72,600	(69,592)	4%
5061 · Bank Charges/Credit Card Fees	2,828	8,592	29,900	(21,308)	29%
5070 · Board Election Costs	-	-	12,000	(12,000)	0%
5090 · Contract Services	4,872	9,433	105,600	(96,167)	9%
5110 · Motorized Vehicle Fuel	1,433	1,433	27,200	(25,767)	5%
5125 · Directors' Expenses	400	2,000	13,700	(11,700)	15%
5140 · Dues & Subscriptions	211	422	15,000	(14,578)	3%
5150 · Staff Expenses	3,074	4,166	13,200	(9,034)	32%
5160 · Fees/Permits/Licenses	1,401	1,965	23,600	(21,635)	8%
5170 · Hazardous Waste Pickup	-	-	1,000	(1,000)	0%
5180 · Insurance-Liability Expense	-	101,271	121,400	(20,129)	83%
5182 · Insurance-Worker's comp	-	13,707	23,200	(9,493)	59%
5210 · Janitorial Supplies	-	403	5,100	(4,697)	8%
5215 · Manager's Expenses	-	-	2,100	(2,100)	0%
5230 · Office Operational Expense	444	1,014	3,700	(2,686)	27%
5250 · Professional Services	12,298	12,495	114,200	(101,705)	11%
5260 · Repair & Maintenance-AWOS	-	-	5,000	(5,000)	0%
5271 · Repair & Maintenance-Computer	-	-	4,800	(4,800)	0%
5275 · R & M - Aircraft Fuel Farm	-	-	7,600	(7,600)	0%
5280 · Repair & Maintenance-Grounds	41	281	35,000	(34,719)	1%
5285 · Repair & Maintenance-Hangars	30	105	10,000	(9,895)	1%
5290 · Repair & Maintenance-Lighting	-	-	5,500	(5,500)	0%
5295 · R & M - Terminal Building	-	-	6,200	(6,200)	0%
5300 · R & M - Motorized Equipment	219	976	32,000	(31,024)	3%
5305 · Repair & Maint Fire Extinguish	1,355	1,355	1,700	(345)	80%
5310 · Emerg Equip/Supplies	-	-	1,300	(1,300)	0%
5350 · CDTFA Dealer Tax	112	300	600	(300)	50%
5360 · Office Communications	728	1,455	8,800	(7,345)	17%
5373 · Tools/Small Maint Equipment	93	131	2,500	(2,369)	5%
5390 · Winter Ops Contingency	-	-	6,000	(6,000)	0%
5400 · Utilities	6,760	12,902	209,600	(196,698)	6%
6565 · Salaries	51,512	93,681	703,200	(609,519)	13%
6570 · FICA-Employer	-	74	800	(726)	9%
6575 · Medicare-Employer	842	1,427	9,700	(8,273)	15%
6585 · Health, Life, Dent.& Vision Ins	28,145	48,030	304,500	(256,470)	16%
6590 · 457 Contribution-ER Match	1,731	2,885	24,000	(21,115)	12%
6594 · Survivor Benefit Expense	-	478	500	(22)	96%
6595 · Pension Expense	5,283	74,823	136,400	(61,577)	55%

**Big Bear Airport District
Profit & Loss Budget Performance
August 2024**

	August	Jul - Aug 24	Total Budget	\$ Over/(Under) Budget	% of Budget Target: 16%
6596 · Pension - ER Paid for EE	949	1,628	12,200	(10,572)	13%
6597 · GASB 68 Report Fee	700	700	700	-	100%
6599 · SSA218-CalPERS Annual AdminFee.	-	-	300	(300)	0%
Total Expense	128,231	401,140	2,112,400	(1,711,260)	19%
Net Ordinary Income	(52,628)	(243,166)	895,300	(1,138,466)	-27%
Other Income/Expense					
Other Income					
4330 · Investment Revenue	117,655	183,716	296,800	(113,084)	62%
4332 · Unrealized Gain/(Loss) on Invmt	24,287	54,573	-	-	0%
Total Other Income	141,942	238,289	296,800	(58,511)	80%
Other Expense					
5042 · Capital Improvement Proj. FY24	10,647	10,647	128,750	(118,103)	8%
5039 · Capital Improvement Projects 22	-	-	55,000	(55,000)	0%
CIP22R2 · Temp.Modular Office Space	-	-	150,000	(150,000)	0%
5205 · Interest Exp-Terminal Bldg Loan	-	113,770	224,300	(110,530)	51%
5207 · Term.Bldg. Loan Debt Service	-	220,000	220,000	-	100%
Total Other Expense	10,647	344,417	778,050	(433,633)	44%
Net Other Income	131,295	(106,128)	(481,250)	375,122	22%
Net Income	\$ 78,667.00	\$ (349,294.00)	\$ 414,050.00	\$ (763,344.00)	

**Big Bear Airport District
 Balance Sheet
 As of August 31, 2024**

	<u>Aug 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1040 · Checking Account	415,363
Total Checking/Savings	<u>415,363</u>
Accounts Receivable	
1140 · Accounts Receivable	31,327
Total Accounts Receivable	<u>31,327</u>
Other Current Assets	
1001 · Petty Cash	350
1125 · LAIF	755,923
1125.01 · LAIF - Fair Market Value	-4,627
1127 · TD Ameritrade, Inc.	14,224,159
1128 · CLASS	604,345
1142 · Lease Receivable	223,458
1160 · Prepaid Medical/Life Insurance	18,694
1161 · Prepaid Insurance-Liability	4,665
1164 · Pre Paid Jet A Fuel Tax	5,130
1166 · Pre-Paid Expense	6,314
1170 · Accrued Interest Income	14,177
1181 · Inventory-Souvenirs	5,684
1182 · Inventory-Fuel	65,471
1183 · Inventory - Oil	2,967
1185 · Inventory - Aircraft Stores	4,256
1499 · Undeposited Funds	4,476
Total Other Current Assets	<u>15,935,443</u>
Total Current Assets	<u>16,382,133</u>
Fixed Assets	
1201 · Land	3,692,512
1220 · Land Improvements	18,172,525
1240 · Structure Improvements	5,774,935
1241 · Old Terminal Building	2,643,000
1250 · Operating Equipment	4,127,135
1270 · Accumulated Depreciation	-22,971,509
1300 · Construction in Progress	631,980
Total Fixed Assets	<u>12,070,577</u>
Other Assets	
1150 · Deferred Outflows of Resources	926,730
Total Other Assets	<u>926,730</u>
TOTAL ASSETS	<u><u>29,379,440</u></u>

Big Bear Airport District
Balance Sheet
As of August 31, 2024

	Aug 31, 24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	76,674
Total Accounts Payable	76,674
Other Current Liabilities	
2002 · Accrued Expense	-1,167
2123 · Accrued Vacation	39,413
2124 · Accrued Sick Leave	44,327
2200 · Sales Taxes Payable	12,308
2250 · Retirement Contribution Payable	-20
2301 · Deposits-Tenant Security	34,825
2302 · Deposits-Gate Access	6,490
2303 · Deposits-Wait List	10,582
2320 · Prepaid Rents	173,173
Total Other Current Liabilities	319,930
Total Current Liabilities	396,604
Long Term Liabilities	
2525 · Terminal Building Loan	7,703,766
2600 · Net Pension Liability	855,381
2620 · Net OPEB Obligation	939,133
2625 · Deferred Inflows of Resources	919,723
2630 · DIR - Leases	217,682
Total Long Term Liabilities	10,635,685
Total Liabilities	11,032,289
Equity	
3900 · Retained Earnings	18,696,445
Net Income	-349,295
Total Equity	18,347,150
TOTAL LIABILITIES & EQUITY	29,379,440

Big Bear Airport District
US Bank CC Expense-Detail
August 2024

<u>Date</u>	<u>Memo</u>	<u>Amount</u>
US Bank		
08/20/2024	Tools for van bag, Radio Harness	92.78
08/20/2024	Calculator, Toner waste container, report covers	224.50
08/20/2024	AV & RC Clerk Conference	1,890.00
08/20/2024	DC WVPP	27.00
08/20/2024	AV & RC Hotel Deposit	394.46
08/20/2024	Stamps	219.00
08/20/2024	Coffee Bar	46.64
08/20/2024	Giveaways: Pens, Coloring Books, Crayons, Keychainins	1,372.12
08/20/2024	IP, Zoom	210.98
08/20/2024	Staff Appreciation Lunch	184.34
08/20/2024	FCC Radio Frequency	750.00
08/26/2024	Rebate payment for Purchasing Card Program Q2 2024	-243.71
	Total US Bank	<u>5,168.11</u>
TOTAL		<u>5,168.11</u>

Big Bear Airport District Monthly Check Report August 2024

Date	Num	Name	Memo	Amount
08/07/2024	DD2617	Abby Erickson	Direct Deposit	0.00
08/07/2024	DD2618	Ariel Valenzuela	Direct Deposit	0.00
08/07/2024	DD2619	David Caballero	Direct Deposit	0.00
08/07/2024	DD2620	Hugo Medel-Valdes	Direct Deposit	0.00
08/07/2024	DD2621	James Ryan Goss	Direct Deposit	0.00
08/07/2024	DD2622	John M. Egerer	Direct Deposit	0.00
08/07/2024	DD2623	John R Melissa	Direct Deposit	0.00
08/07/2024	DD2624	Rebecca Cannon	Direct Deposit	0.00
08/07/2024	DD2625	James Ryan Goss	Direct Deposit	0.00
08/21/2024	DD2626	Abby Erickson	Direct Deposit	0.00
08/21/2024	DD2627	Ariel Valenzuela	Direct Deposit	0.00
08/21/2024	DD2628	David Caballero	Direct Deposit	0.00
08/21/2024	DD2629	Hugo Medel-Valdes	Direct Deposit	0.00
08/21/2024	DD2630	James Ryan Goss	Direct Deposit	0.00
08/21/2024	DD2631	John M. Egerer	Direct Deposit	0.00
08/21/2024	DD2632	John R Melissa	Direct Deposit	0.00
08/21/2024	DD2633	Rebecca Cannon	Direct Deposit	0.00
*** Missing numbers here ***				
08/06/2024	34445	Caballero, David.	Reimbursement-work chaps	-64.64
08/06/2024	34446	Medel, Hugo	July 2024 cell phone *REPLACEMENT CHECK*	-50.00
08/06/2024	34447	Accent Computer Solutions, Inc.	Computer Support	-3,055.05
08/06/2024	34448	Aircraft Spruce & Specialty Co.	580695	-431.87
08/06/2024	34449	Alliant Insurance Services, Inc.	B1378248	-4,665.00
08/06/2024	34450	AmeriGas	204159351	-162.76
08/06/2024	34451	Caballero, David.	August 2024 cell phone	-50.00
08/06/2024	34452	Cannon, Rebecca.	August 2024 cell phone	-50.00
08/06/2024	34453	Carquest of Big Bear, Corp.	650	-23.47
08/06/2024	34454	Castillo, Steve	Monthly reimbursement - August 2024	-100.00
08/06/2024	34455	DIY Home Center	0060-00061228	-45.49
08/06/2024	34456	Egerer, John	August 2024 cell phone	-50.00
08/06/2024	34457	Erickson, Abby.	August 2024 cell phone	-50.00
08/06/2024	34458	Goss, Ryan	August 2024 cell phone	-50.00
08/06/2024	34459	Lindstrom, Marikay.	Monthly reimbursement - August 2024	-100.00
08/06/2024	34460	Medel, Hugo	August 2024 cell phone	-50.00
08/06/2024	34461	Melissa, John	August 2024 cell phone	-50.00
08/06/2024	34462	Mountain Water Company	BBAD	-80.00
08/06/2024	34463	Napa Auto Parts, Inc.	2285	-218.88
08/06/2024	34464	Nativescapes, Inc.	BBAD	-1,005.00
08/06/2024	34465	Seifert, Rick	Monthly reimbursement - August 2024	-100.00
08/06/2024	34466	Smith, Julie	Monthly reimbursement - August 2024	-100.00
08/06/2024	34467	Valenzuela, Ariel.	August 2024 cell phone	-50.00
08/06/2024	34468	Stavish Construction Inc.	Unit A3b	-105.00
08/13/2024	34469	Advanced Copy Systems	SB6733	-117.70
08/13/2024	34470	Bear Valley Electric	Airport accounts	-5,692.81
08/13/2024	34471	Frontier Communications	909-585-2900-031710-5	-109.22
08/13/2024	34472	Rauch Comm.Consultants Inc.	BBAD	-278.75
08/13/2024	34473	Spectrum Business (Charter)	8245100840148023	-618.18
08/15/2024	34474	Patierno, David TD-6E		-60.00
08/20/2024	34475	Accent Computer Solutions, Inc.	Computer Support	-3,055.05
08/20/2024	34476	Aries Advisors, LLC	BBAD	-10,500.00
08/20/2024	34477	Cole Huber LLP	10443	-420.00
08/20/2024	34478	Connelly Pumping Services, LLC	BBAD	-800.03
08/20/2024	34479	De Lage Landen	345023	-118.12
08/20/2024	34480	EideBailly, LLP	258954	-196.88
08/20/2024	34481	Flyers Energy LLC	3685	-1,432.60
08/20/2024	34482	Principal Financial Group	1014239-10001	-1,232.12
08/20/2024	34483	Reliance Standard	GL160580, LTD 130861	-471.47
08/20/2024	34484	Shred-it, Inc.	12147987	-138.50
08/27/2024	34485	Southwest Gas	910000935051	-11.00
08/27/2024	34486	Aircraft Spruce & Specialty Co.	580695	-167.71
08/27/2024	34487	AmeriGas	204159351	-281.77
08/27/2024	34488	Born Aviation Products, Inc	BIGBEAR	-261.50
08/27/2024	34489	Comlock Security Group	BBAD	-1,124.10
08/27/2024	34490	La Sierra Fire Equipment, Inc.	BBAD	-1,355.25
08/27/2024	34491	Medel, Hugo	Uniform (Work boots) reimbursement	-177.73
08/27/2024	34492	Southwest Gas	910000176035	-12.73

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 11, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

BIG BEAR AIRPORT DISTRICT

GENERAL MANAGER
P.O. BOX 755
BIG BEAR CITY, CA 92314

[Tran Type Definitions](#)

Account Number: 80-36-004

August 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	770,100.45
Total Withdrawal:	0.00	Ending Balance:	770,100.45



Summary Statement

August 31, 2024

Page 1 of 3

Investor ID: CA-01-0172

0000161-0000636 PDF 687163

**Big Bear Airport District
PO Box 755
Big Bear City, CA 92314**

California CLASS

California CLASS

Average Monthly Yield: 5.4075%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0172-0001	Cash Reserve	607,120.12	0.00	0.00	2,780.74	9,900.86	607,299.52	609,900.86
TOTAL		607,120.12	0.00	0.00	2,780.74	9,900.86	607,299.52	609,900.86



Account Statement

August 31, 2024

Page 2 of 3

Account Number: CA-01-0172-0001

Cash Reserve

Account Summary

Average Monthly Yield: 5.4075%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	607,120.12	0.00	0.00	2,780.74	9,900.86	607,299.52	609,900.86

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2024	Beginning Balance			607,120.12	
08/31/2024	Income Dividend Reinvestment	2,780.74			
08/31/2024	Ending Balance			609,900.86	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
08/01/2024	0.000148625	5.4391%
08/02/2024	0.000444450	5.4223%
08/03/2024	0.000000000	5.4223%
08/04/2024	0.000000000	5.4223%
08/05/2024	0.000148076	5.4196%
08/06/2024	0.000147560	5.4007%
08/07/2024	0.000147737	5.4072%
08/08/2024	0.000147635	5.4035%
08/09/2024	0.000443301	5.4083%
08/10/2024	0.000000000	5.4083%
08/11/2024	0.000000000	5.4083%
08/12/2024	0.000147885	5.4126%
08/13/2024	0.000147864	5.4118%
08/14/2024	0.000147863	5.4118%
08/15/2024	0.000147738	5.4072%
08/16/2024	0.000443610	5.4120%
08/17/2024	0.000000000	5.4120%
08/18/2024	0.000000000	5.4120%
08/19/2024	0.000147418	5.3955%
08/20/2024	0.000147406	5.3951%
08/21/2024	0.000147372	5.3938%
08/22/2024	0.000147213	5.3880%
08/23/2024	0.000441900	5.3912%
08/24/2024	0.000000000	5.3912%
08/25/2024	0.000000000	5.3912%
08/26/2024	0.000147594	5.4019%
08/27/2024	0.000147791	5.4092%
08/28/2024	0.000147944	5.4148%
08/29/2024	0.000147949	5.4119%
08/30/2024	0.000295278	5.4036%
08/31/2024	0.000000000	5.4036%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Columbia Capital Management, LLC
PORTFOLIO SUMMARY
Big Bear Airport District
Income
August 31, 2024

Security Type	Quantity	Total Cost	Market Value	Pct. Assets	Cur. Yield	Est. Annual Income
Fixed Income						
Agency Securities	2,185,000	2,182,395.00	2,185,536.99	66.9	5.1	112,595.00
Treasury Notes	1,032,000	1,005,538.73	1,019,140.31	31.2	4.5	30,960.00
	3,217,000	3,187,933.73	3,204,677.30	98.1	4.9	143,555.00
Cash and Equiv.						
Cash and Equivalents	3,698	63,041.25	63,041.25	1.9	0.0	0.00
	3,698	63,041.25	63,041.25	1.9	0.0	0.00
TOTAL PORTFOLIO	3,220,698	3,250,974.98	3,267,718.55	100.0	4.8	143,555.00

Columbia Capital Management, LLC
FIXED INCOME PORTFOLIO
Big Bear Airport District
Income
August 31, 2024

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Accrued Interest	Market Value +Accr.Int.	Pct. Assets	Yield To Mat.	Duration
Agency Securities										
1,160,000	FEDERAL HOME LN 5.125%25 DUE 08/28/25	100.00	1,160,025.00	100.05	1,160,549.38	495.42	1,161,044.79	35.5	5.06	0.96
500,000	FHLB 4.875%24 DUE 09/13/24	99.47	497,345.00	99.98	499,897.95	11,375.00	511,272.95	15.3	4.95	0.04
525,000	FHLB 5.48%24 DUE 10/18/24	100.00	525,025.00	100.02	525,089.66	10,628.92	535,718.58	16.1	5.13	0.13
	5.480% Due 10-18-24									
			2,182,395.00		2,185,536.99	22,499.33	2,208,036.32	66.9	5.05	0.55
Cash and Equivalents										
	Cash		59,343.13		59,343.13		59,343.13	1.8		0.00
3,698	SCHWAB US TREASURY MONEY INVESTOR	1.00	3,698.12	1.00	3,698.12		3,698.12	0.1		0.00
			63,041.25		63,041.25	0.00	63,041.25	1.9	0.00	0.00
Treasury Notes										
1,032,000	US TREASUR NT 3%07/25 UST NOTE DUE 07/15/25	97.44	1,005,538.73	98.75	1,019,140.31	3,954.13	1,023,094.44	31.2	4.47	0.85
	3.000% Due 07-15-25									
			1,005,538.73		1,019,140.31	3,954.13	1,023,094.44	31.2	4.47	0.85
			3,250,974.98		3,267,718.55	26,453.46	3,294,172.01	100.0	4.77	0.63

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
Big Bear Airport District
Income
From 07-31-24 to 08-31-24

Portfolio Value on 07-31-24	3,232,296.80
Accrued Interest	44,187.50
Contributions	0.00
Withdrawals	0.00
Realized Gains	0.00
Unrealized Gains	6,164.93
Interest	29,256.81
Dividends	0.00
Change in Accrued Interest	-17,734.04
Portfolio Value on 08-31-24	3,267,718.55
Accrued Interest	26,453.46
Average Capital	3,276,484.31
Total Gain before Fees	17,687.70
IRR for 0.08 Years	0.54%

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
Big Bear Airport District
Income

From 05-01-22 to 08-31-24

Portfolio Value on 05-01-22		0.00
Accrued Interest		0.00
Contributions		0.00
Withdrawals		0.00
Transfers In	2,999,733.00	
Realized Gains	35,357.59	
Unrealized Gains	16,743.57	
Interest	215,884.39	
Dividends		0.00
Change in Accrued Interest		26,453.46
Portfolio Value on 08-31-24	3,267,718.55	
Accrued Interest		26,453.46
Average Capital		2,887,199.05
Total Gain before Fees		294,439.01
IRR for 2.33 Years		10.20%



Date: October 9, 2024
To: Board of Directors
From: Ryan Goss, General Manager
Subject: **Review and possible approval of a construction contract with Romans Construction to install domestic water and sewer connections for the Temporary Terminal Building**

Background:

Airport staff drafted the specifications needed for the installation of the water and sewer connections for the temporary terminal building. A notice inviting bids (NIB) was advertised in the Grizzly Newspaper for two (2) weeks. On August 22, a job walk was conducted with three (3) contractors in attendance: S. Porter Construction, Romans Construction and Bear Valley Paving. The deadline to submit bid packages was Friday, August 30, 2024 @ 5:00PM.

We received two bids:

1. Romans Construction- \$24,300
2. Bear Valley Paving- \$367,710

Recommendation:

Approve a construction contract with Romans Construction as written.

Financial Impact:

Not to exceed \$24,300.00. FY 24-25 Budget allocated funds for this phase of the terminal rebuild project.

ROMANS CONSTRUCTION CO.
JAMES R. ROMANS, INC.

42191 BIG BEAR BOULEVARD
CORNER OF STANFIELD ROAD & BIG BEAR BOULEVARD
P.O. BOX 2880 BIG BEAR LAKE, CALIFORNIA 92315
CONTRACTOR'S LICENSE #755833
Email: romans4270@gmail.com

(909) 866-4270
FAX (909) 878-4270

BID 2033

DATE 8-30-24
LOT _____ BLK _____ TRACT _____
PARCEL # _____

PROPOSAL AND CONTRACT

CUSTOMER NAME Big Bear City Airport
MAILING ADDRESS _____ CITY _____ ZIP _____
JOB ADDRESS 501 Valley Blvd. CITY _____ ZIP _____
TELEPHONE _____
EMAIL _____

THIS PROPOSAL IS VOID UNLESS ACCEPTED WITHIN 30 DAYS

Install 4 inch ABS sewer line from building to main line in Bluewater st including saddle on main line. Install one inch water service from building to meter box location at Bluewater. Install one stop and waste valve, one inch backflow device at building, insulation bag, fiber glass rock. Bid includes any paving that is torn up. All work to be done at prevailing wage.

*Owner responsible for all permits *

\$ 24,300⁰⁰

All of the above work to be completed in a substantial and workmanlike manner for

THE SUM OF twenty four thousand three hundred
PAYABLE Upon completion

The entire amount of contract to be paid within _____ days after completion. Any addition, alteration or deviation from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same weekly as such additional work, alteration work or deviation progresses. Bills overdue will be subject to interest charges of 1 1/2 % per month.

Respectfully submitted,

By Rick Romans Romans Construction Co.

You are authorized to furnish all materials and labor required to complete the work in the above proposal, for the undersigned agrees to pay the amount in said proposal and according to the terms thereof.

ACCEPTED BY _____ DATE _____ 20____
CUSTOMER SIGNATURE



Date: October 9, 2024
 To: Board of Directors
 From: Ryan Goss, General Manager
 Subject: **Resolution No. 2024-05; Correcting the Employer Contribution for Employees and Annuitants under the Public Employee’s Medical and Hospital Act**

Background:

The Big Bear Airport District contracts with CalPERS for employee medical coverage under the Public Employee’s Medical and Hospital Care Act. In 2011, CalPERS adopted criteria pursuant to Senate Bill 1123 for making changes to certain employee benefits, specifically providing certification of adherence to Government Code 7507.

Proposed Resolution No. 2024-05 establishes the employer’s contribution amount for each employee or annuitant at the amount necessary to pay the cost of their enrollment, including the enrollment of their family members, in a health benefit plan for calendar year 2025.

The proposed resolution sets the calendar year 2025 employer contribution as follows:

Medical Group	Monthly Employer Health		
	Self	Self +1	Self + Family
001 Airport Employees	\$1,336	\$2,671	\$3,472
002 Elected Officials	No Change	No Change	No Change
003 Management	No Change	No Change	No Change

Any amounts over the District’s maximum are the employee’s responsibility.

Recommendation:

Adopt Resolution No. 2024-05.

RESOLUTION NO. 2024-05

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR AIRPORT DISTRICT FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) Big Bear City Airport District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health		
	Self	Self +1	Self + Family
001 Airport Employees	\$1,336	\$2,671	\$3,472
002 Elected Officials	No Change	No Change	No Change
003 Management	No Change	No Change	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) Big Bear City Airport District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of Big Bear City Airport District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Big Bear City Airport District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Steve Castillo, Board President, to file with the Board a verified copy of this resolution and to perform on behalf of Big Bear City Airport District all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective starting January 1, 2025.

PASSED, APPROVED AND ADOPTED by the Big Bear Airport District Board of Directors at its regular meeting held on the 9th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Castillo, Board President

ATTEST:

Rebecca Cannon, Board Secretary

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter “Consultant”) upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement. All days set out in this Agreement are calendar days.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use

taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within thirty (30) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute may be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove

(a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the Southern California.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth best efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established. No additional

compensation shall be paid for such extension of time for delays caused solely by Consultant.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended and extension of time for performance shall be the Consultant's only remedy unless agreed otherwise in writing.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding ninety (90) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

To the extent allowed by law, either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause, therefore, and only to the extent allowed by law, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs

shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Rafael Gonzalez, P.E.

3110 E. Guasti Road, Suite 330

Ontario, CA 91761

Rafael.gonzalez@meadhunt.com

Client Project Manager:

Ryan Goss

501 Valley Blvd.

Big Bear City, CA 92314

rgoss@flybear.com

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

notices@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Elizabeth Martyn, Cole Huber

2855 E. Guasti Rd, Suite 402

Ontario, CA 91761

emartyn@colehuber.com

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice, which time may be extended by mutual agreement. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement. Venue shall be in San Bernadino County, CA

Article 14. Indemnification

14.1 Indemnification for Professional Liability.

When the law establishes a professional standard of care for the Consultant's Services, to the fullest extent permitted by law and in accordance with California Civil Code 2782.8, the Consultant shall indemnify and hold harmless the District and its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, including reasonable attorney's fees to the extent same are caused by any negligent or wrongful act, error or omission of the Consultant, its officers, agents, employees or any Subcontractors (or any entity or individual that the Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A.

14.1.1 Professional Services Indemnity.

The Consultant agrees to the fullest extent permitted by law, to indemnify and hold District harmless from any damages, liability and reasonable defense costs to the extent caused by the Consultant's negligence and only in direct proportion thereto. Consultant agrees to compensate for reasonable defense costs incurred by District from any claims that are ultimately determined by an adjudication (or formal dispute resolution process) to have caused by and inly in direct proportion to the Consultant's negligent performance.

14.2 Indemnification for Other than Professional Liability.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the District, and any and all of its employees, and officials from and against any liability (including liability for claims, suits, actions, arbitration proceedings, losses, including reasonable attorney's fees to the extent the same arise out of, are a consequence of, or are in any way attributable to the performance of, this Agreement by Consultant or by any individual or entity for which the Consultant is legally liable, including but not limited to officers, agents, employees or Subcontractors of the Consultant.

14.3 General Indemnification Provisions.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement. In the event the Consultant fails to obtain such indemnity obligations from others as required here, the Consultant agrees to be fully responsible according to the terms of this section. Failure of the District to monitor compliance with these requirements imposes no additional obligations on the District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the District as set forth here is binding on the

successors, assigns or heirs of the Consultant and shall survive the termination of this Agreement or this section.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$5,000,000.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law

- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit

- C. Automobile Liability (including all owned, hired and non-owned vehicles):
 - \$1,000,000 each accident

- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate

- E. Excess Liability:
 - \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate

- F. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years (or longer as required by the FAA or other governmental agencies) following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of the party sending the files to check for viruses before loading the files, and that party is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Each party hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE PROJECT.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice – NOT APPLICABLE TO A PUBLIC AGENCY

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any

subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

Unless sooner terminated, the term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: Big Bear Airport District

_____	_____	_____
Name:	Title	Date

Mead and Hunt, Inc.:

_____	Vice President	_____
Name: Rafael Gonzalez	Title	Date



FAA, Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on May 24, 2023)

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The following provisions are hereby included in and made part of the attached Contract between **BIG BEAR AIRPORT DISTRICT and MEAD & HUNT, INC.**

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean a contractor, subcontractor, or **consultant**; and means one who participates, through a contract or subcontract (at any tier).

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 CIVIL RIGHTS - GENERAL

SOURCE: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

The BIG BEAR AIRPORT DISTRICT in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A5 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE : 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and **employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A7 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A8 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

Contract Assurance (49 CFR § 26.13; mandatory text) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract Fourteen days from the receipt of each payment the prime contractor receives from BIG BEAR AIRPORT DISTRICT. The prime contractor agrees further to return retainage payments to each subcontractor within Fourteen days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BIG BEAR AIRPORT DISTRICT. This clause applies to both DBE and non-DBE subcontractors.

A9 DISTRACTED DRIVING

SOURCE: Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A11 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE: 49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency.

A12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A13 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq, 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A14 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A15 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A16 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of

compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A17 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A18 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the

Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A19 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104, 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A20 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF FEDERAL CONTRACT PROVISIONS



Date: October 9, 2024
To: Board of Directors
From: Ryan Goss, General Manager

- The on-call services agreement with WSP, Mead & Hunt, and Coffman & Associates for Architectural & Engineering, Planning, and Environmental services expires October 2024. On March 13, 2024, staff contracted with Ford & Associates to assist with the process for the aforementioned services. Ford and Associates was selected to assist in this process due to the company's experience with conducting selection processes in strict accordance with FAA Advisory Circular 150/5100-14E.

Previous on-call agreements were awarded to THREE (3) separate companies. TWO (2) companies bid on Architectural and Engineering, while Planning, and Environmental services were bid by only ONE company. Staff directed Ford & Associates to develop Requests for Qualifications (RFQs) for the three separate services, including: Architectural and Engineering, Planning, and Environmental services.

Ford & Associates requested that staff put together a selection committee consisting of individuals who possess local construction knowledge and general understanding of project completion. Several individuals were asked to participate on the selection committee, and the following people agreed: Glenn Jacklin, General Manager, Big Bear Community Services District; Sean Sullivan, Assistant City Manager/Director of Public Works, City of Big Bear Lake; Bill Allan, Airport tenant, Big Bear Airport; John Egerer, Operations and Maintenance, Big Bear Airport; Ryan Goss, General Manager, Big Bear Airport District; and Carol Ford, Owner, Ford & Associates.

It should be noted that the FAA strictly requires that on-call service agreements be solely based on qualifications, without regard to cost.

The airport began working on this project in March 2024. Below is the schedule/timeline to date.

March 13, 2024- began drafting RFQ with Ford & Associates

July 10, 2024- Final Draft of RFQ completed

July 10, 2024- RFQ Sent to the FAA for review (one month for review process)

August 12, 2024- Advertised with ACA (Association of California Airports); SWAAAE (Southwest American Association of Airport Executives), and the Big Bear Airport website (www.bigbearcityairport.com)

August 30, 2024- Final day to submit RFQs

September 2, 2024- Proposals delivered to review committee

Projected schedule

September 13, 2024- Deadline for review committee to return findings

September 18, 2024- Selection of consultants by review panel based on score sheets

October 9, 2024- Board to review recommendations from selection panel and potentially approve staff's recommendation(s) for award of contract

Currently two (2) consultants have delivered proposals:

1. Tartaglia Engineering- On-Call Architectural/Engineering ONLY
2. Mead & Hunt- On-Call Architectural/Engineering, Planning, Environmental and Construction Management, and Inspection Services. ALL DISCIPLINES

As the airport inches closer to the completion of this selection process, staff hope to bring a contract/s to the board for approval at the October Regular Board of Directors Meeting.

- Staff are preparing for FY 2025 Airport Capital Improvement Projects with the FAA. Meetings have been conducted and environmental documents have been delivered. Staff is awaiting approval.

Current Projects for FY 2025 include:

Runway 8-26 Rehabilitation (fog seal/Remarking)
AWOS Replacement
Conduct Obstruction Survey
Taxiway A Rehabilitation Survey

These projects require airport staff and our on-call consultants to draft grant applications and any other documents the FAA requires.

- On August 29th the Unicom, AWOS and other antennas and cabling were installed in the temporary terminal building. The ramps and decking are almost complete. Staff are waiting for water and sewer lines to be connected and then the installation of the ramps will be completed. On September 5th, our IT provider will be onsite to give a proposal for other internet and cable connections.

- Airport administration staff participated in the Moonridge Monday's community event, hosted by the Big Bear Chamber of Commerce, on August 19th and August 26th from 3- 8 p.m. Moonridge Monday's will resume on September 9th and September 16th.
- The final Water Quality Management Plan (WQMP) has been submitted to the County of San Bernardino for approval. This is the last item holding up the approval of the new terminal building permit. We are very close to being able to move into the temporary building and begin demolition of the current terminal building.
- In 2022 the board approved Mead & Hunt to update the Disadvantaged Business Enterprise (DBE) plan. Since the airport did not have any projects scheduled through the FAA Airport Capital Improvement Plan (ACIP), staff decided to postpone the completion of the study as the plan would have needed to be update in 2025. The airport now has four (4) projects scheduled for FY 2025, so staff directed Mead & Hunt to update the DBE so staff can move forward with the projects in 2025. The Airport District is required to have a DBE plan in place for FAA granted funds in accordance with Code of Federal Regulations (CFR of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Department's Disadvantaged Business Enterprise (DBE) program is designed to remedy ongoing discrimination and the continuing effects of past discrimination in federally-assisted highway, transit, airport, and highway safety financial assistance transportation contracting markets nationwide. The primary remedial goal and objective of the DBE program is to level the playing field by providing small businesses that are owned and operated by socially and economically disadvantaged individuals a fair opportunity to compete for federally funded transportation contracts.

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- (f) To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients.

(g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

(h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

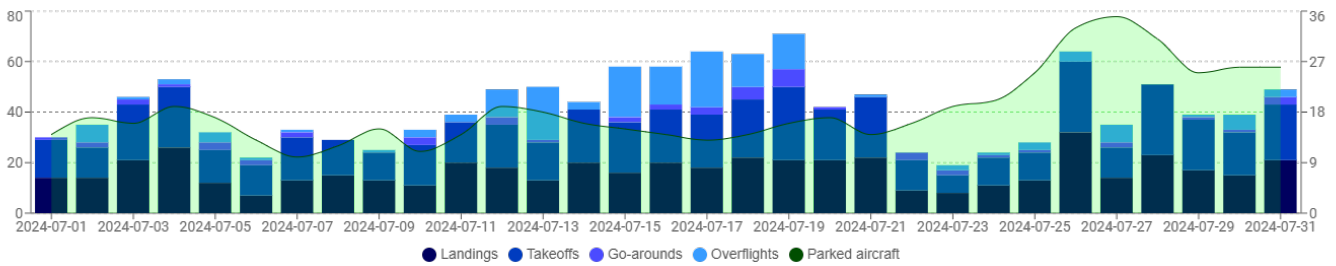
Once the draft is complete, and the Board of Directors have reviewed the documentation, staff will publish the overall DBE goal and the rationale for the plan. The public will be able to review the document as the DBE will be included in a future agenda for review. This item will be brought before the board for discussion and possible approval in the coming months.

L35 - Big Bear City

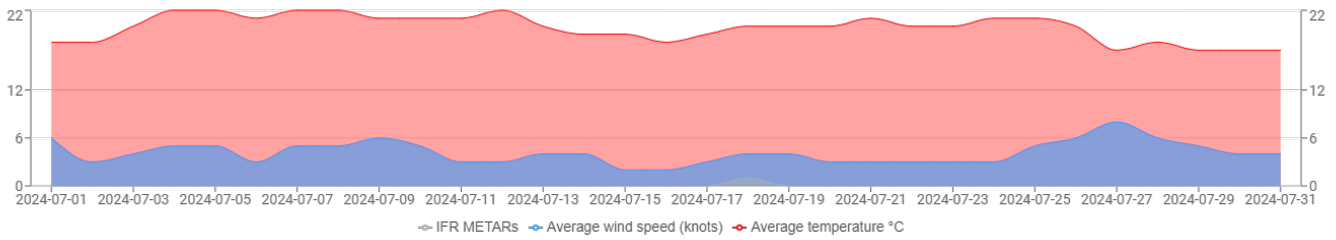
Operations Report for July 2024

Operations 1,295	Landings 520	Takeoffs 551	Go-arounds 54	Overflights 170
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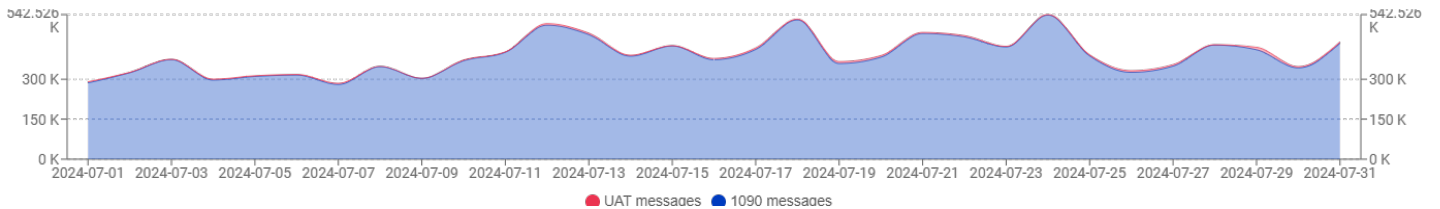
Operations by Day



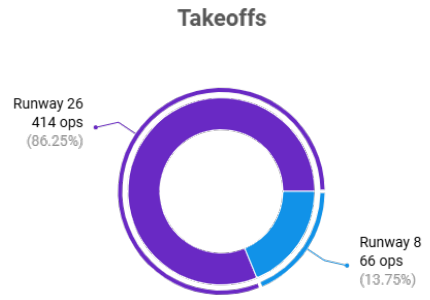
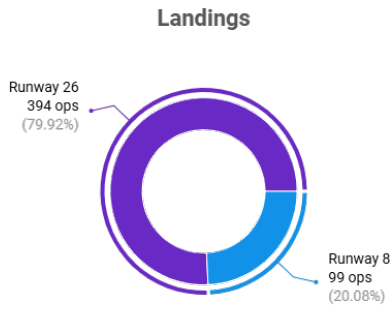
Weather Conditions



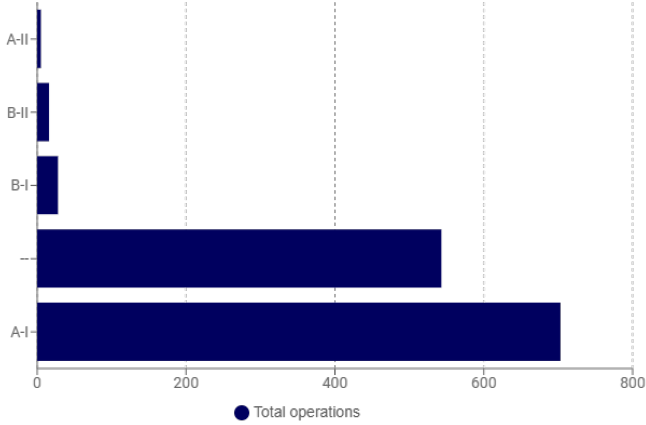
Receiver health



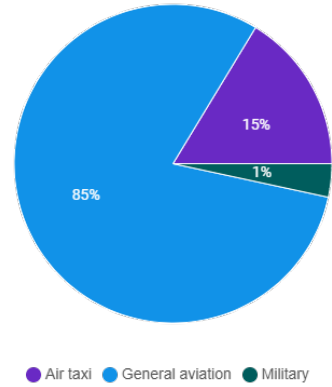
Operations by Runway



Operations by Category

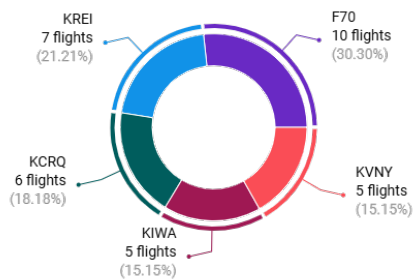


Operations by Type

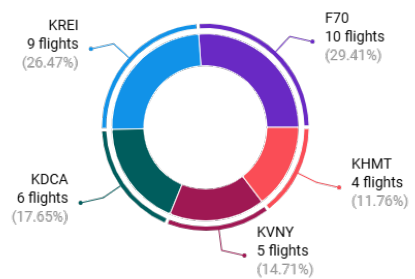


Top Airports

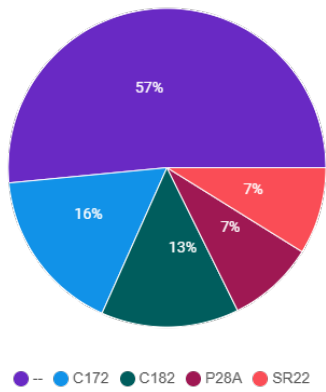
Top Origin Airports



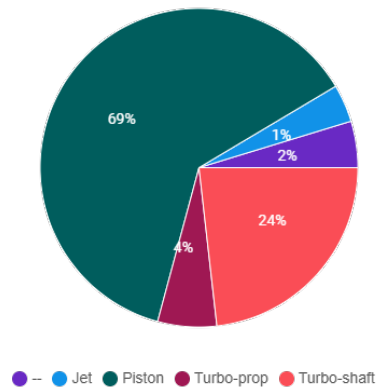
Top Destination Airports



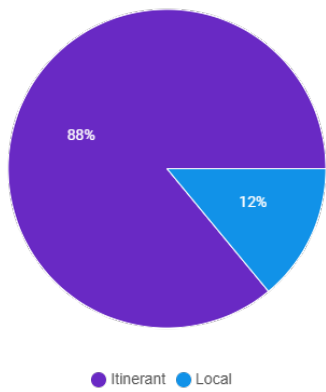
Top Aircraft Types



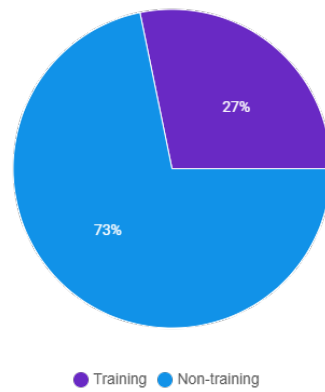
Operations by Engine Type



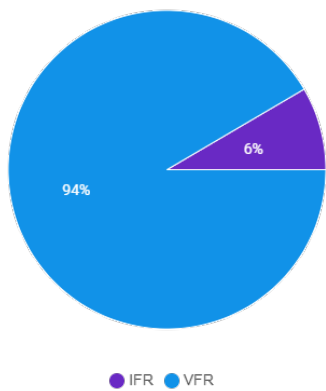
Local vs. Itinerant Flights



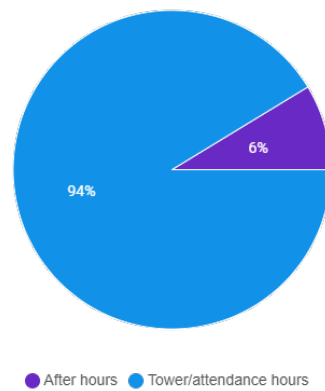
Training Operations



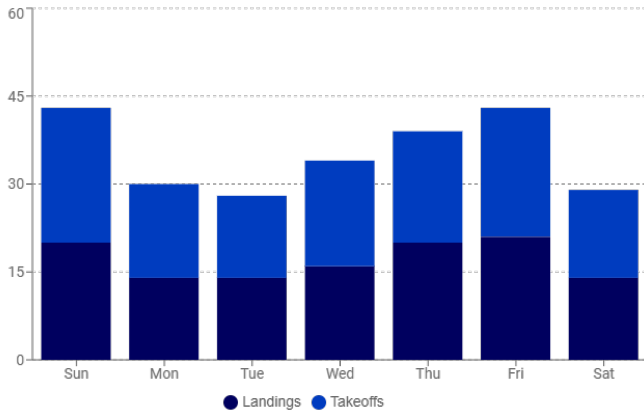
IFR vs. VFR flights



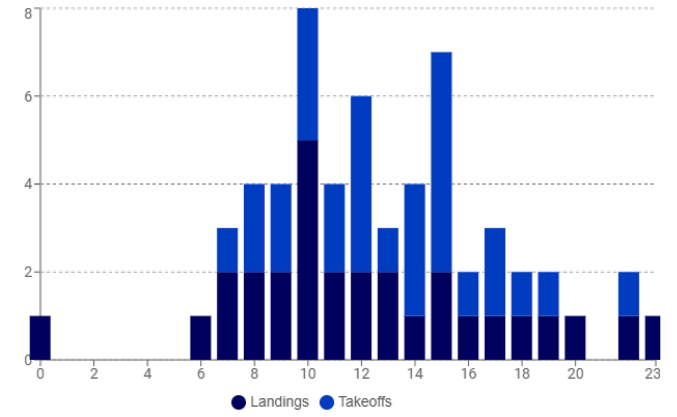
After Hours Operations



Operations by Day of Week

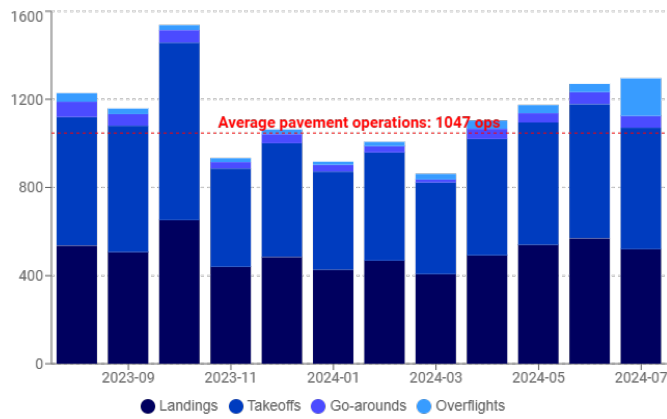


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

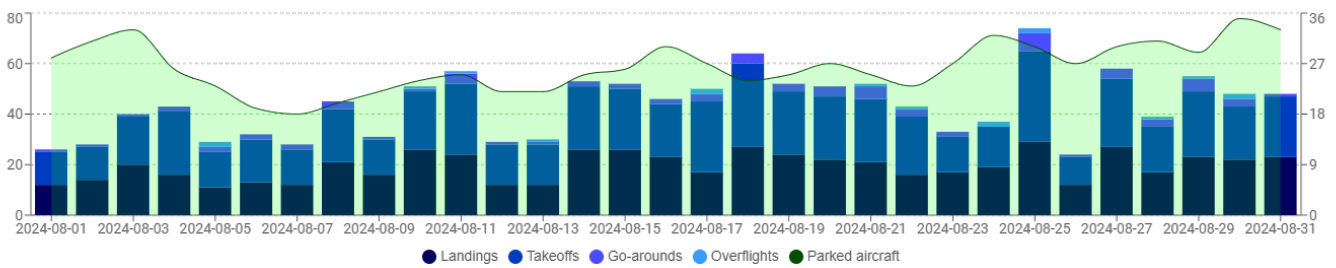
Rank	Date	Pavement ops	Aircraft
1	2022-09-07 (Wed)	235	9
2	2022-09-06 (Tue)	150	15
3	2023-03-03 (Fri)	139	64
4	2023-01-28 (Sat)	137	49
5	2023-01-21 (Sat)	130	52
6	2022-09-05 (Mon)	121	23
6	2022-12-26 (Mon)	121	52
7	2024-02-11 (Sun)	115	55
7	2023-04-01 (Sat)	115	53
8	2023-10-21 (Sat)	110	38

L35 - Big Bear City

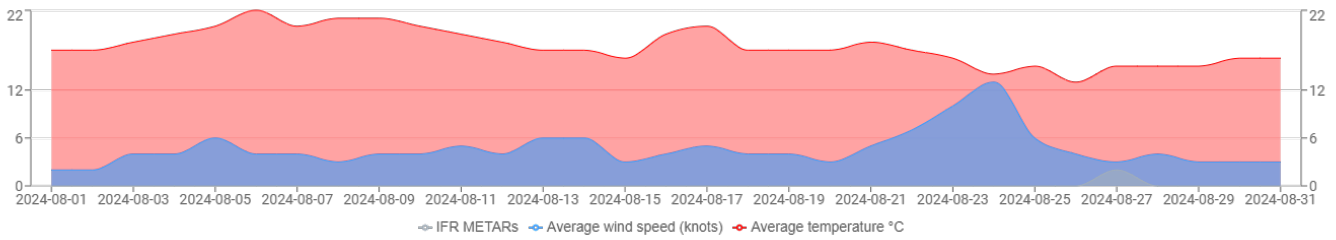
Operations Report for August 2024

Operations 1,348	Landings 600	Takeoffs 655	Go-arounds 76	Overflights 17
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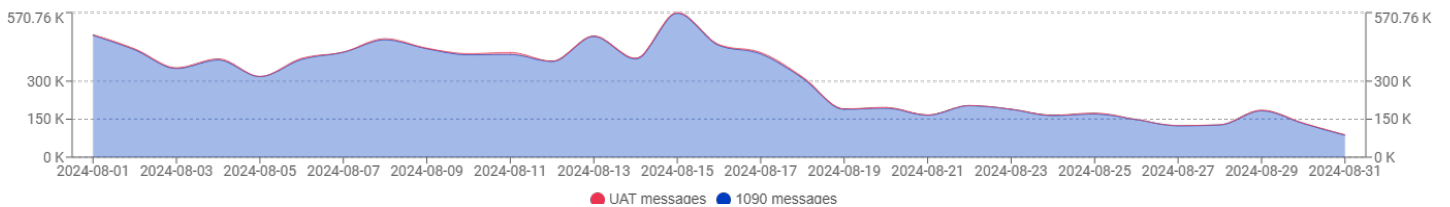
Operations by Day



Weather Conditions



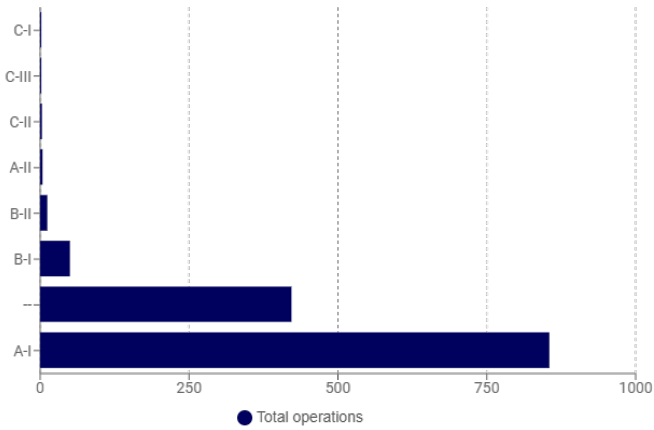
Receiver health



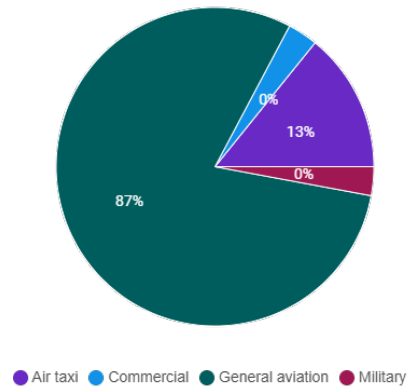
Operations by Runway



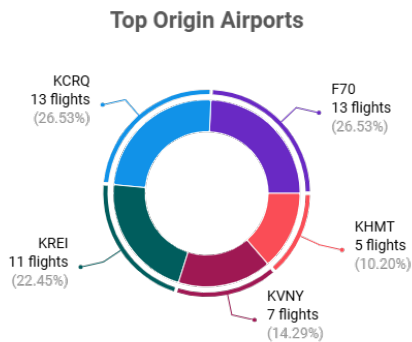
Operations by Category



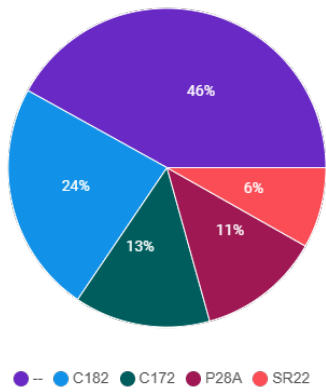
Operations by Type



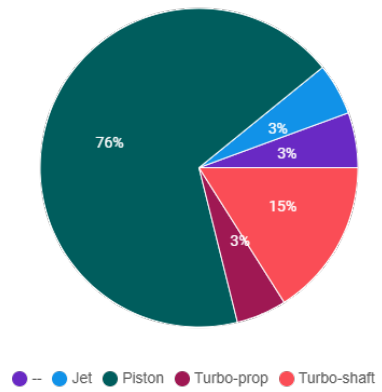
Top Airports



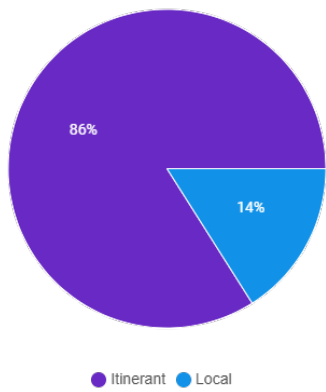
Top Aircraft Types



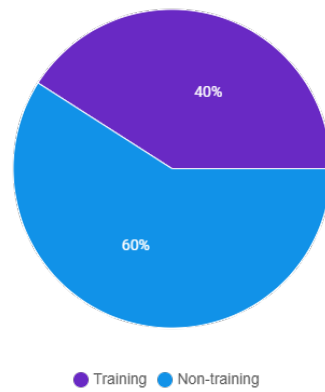
Operations by Engine Type



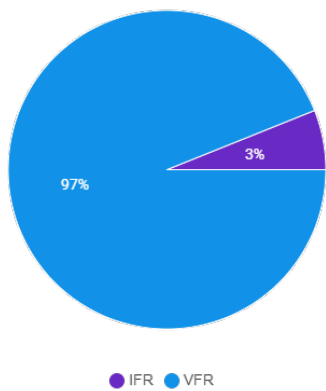
Local vs. Itinerant Flights



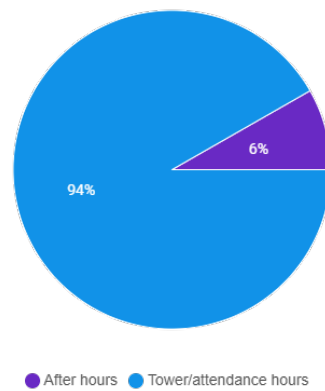
Training Operations



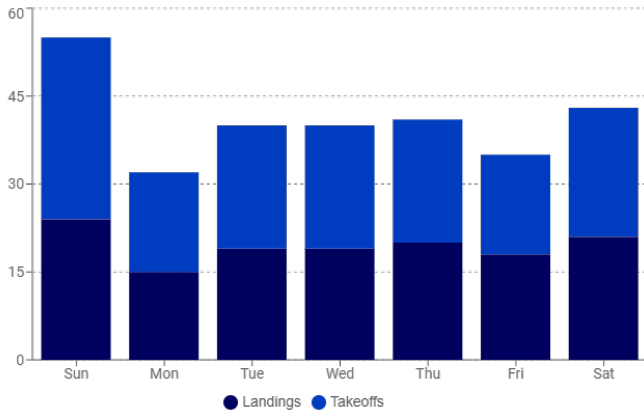
IFR vs. VFR flights



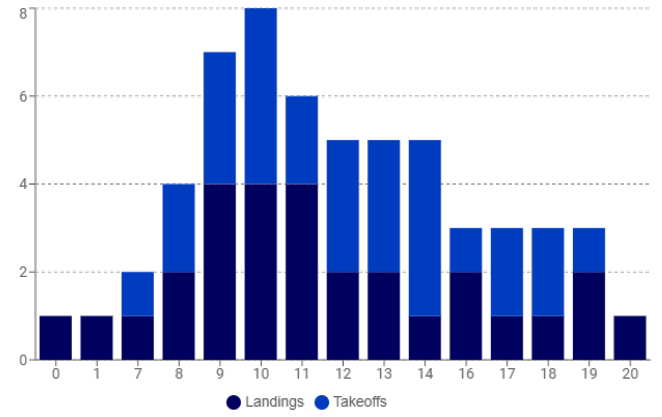
After Hours Operations



Operations by Day of Week

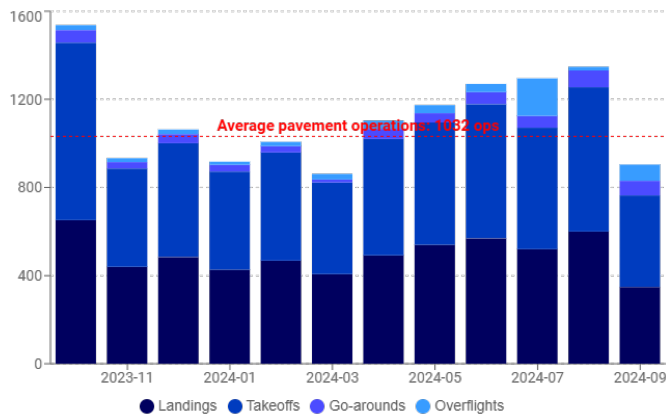


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2022-09-07 (Wed)	235	9
2	2022-09-06 (Tue)	150	15
3	2023-03-03 (Fri)	139	64
4	2023-01-28 (Sat)	137	49
5	2023-01-21 (Sat)	130	52
6	2022-12-26 (Mon)	121	52
6	2022-09-05 (Mon)	121	23
7	2024-02-11 (Sun)	115	55
7	2023-04-01 (Sat)	115	53
8	2023-10-21 (Sat)	110	38