



SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS

Thursday
May 23, 2024

Administration Building
Airport Boardroom
6:00 P.M.

REGULAR MEETING
A G E N D A

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Moreno, Adams, Brown, Clayton, Baskett

1. MINUTES OF THE REGULAR MEETING HELD MAY 9, 2024

2. COMMITTEE REPORT(S):

- a) EXECUTIVE
- b) ADMINISTRATION & FINANCIAL
- c) SAFETY & SECURITY
- d) REAL ESTATE
- e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
- f) GOVERNMENT AFFAIRS
- g) MARKETING & PROMOTIONS

3. GENERAL MANAGER'S REPORT

4. MANAGER OF FINANCE & ADMINISTRATION REPORT

- a) Demand Register
- b) Budget to Actual
- c) Financial Statements
- d) Budget Deviation #2

5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

6. **PRESENTATION BY JOHN SMITH, TARTAGLIA ENGINEERING, PROVIDING AN UPDATE OF AIRPORT IMPROVEMENT PROJECTS.**
7. **DISCUSSION AND DIRECTION TO STAFF REGARDING THE FAILING ROOF ON THE MAIN HANGAR LOCATED AT 3203 LIGHTNING STREET, SANTA MARIA, CA 93455.**
8. **DISCUSSION AND DIRECTION TO STAFF REGARDING A RATE STUDY.**
9. **DISCUSSION AND CONSIDERATION OF AD HOC COMMITTEES AND LIAISONS, AND MEMBERSHIP AND ASSIGNMENT.**
10. **RESOLUTION 932. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT RESCINDING RESOLUTION 902.**
11. **RESOLUTION 933. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2024-2025 UNDER CALIFORNIA CONSTITUTION ARTICLE XIII B (AS AMENDED) AND IMPLEMENTING STATUTES.**
12. **AUTHORIZATION FOR THE GENERAL MANAGER TO ATTEND THE FAA AIRPORTS CONFERENCE TO BE HELD JUNE 11-13, 2024, TO BE HELD IN REDONDO BEACH, CA.**
13. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND MEAD & HUNT, INC., FOR AIR SERVICE DEVELOPMENT CONSULTING SERVICES.**
14. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE LANDSIDE IMPROVEMENT PROJECT.**
15. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.**
16. **RESOLUTION 934. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ESTABLISHING AND ADOPTING THE HOMEBUILT AIRCRAFT PROGRESS GOALS CLAUSE POLICY.**
17. **APPROVAL OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT HANGAR LEASE ELIGIBILITY & USE POLICY AS AMENDED MAY 23, 2024.**
18. **APPROVAL OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT HANGAR WAIT LIST POLICY AS AMENDED MAY 23, 2024.**
19. **APPROVAL OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT HANGAR SPACE LEASE AGREEMENT AS AMENDED MAY 23, 2024.**
20. **CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):**
 - a) **Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of Subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (Two cases).**
 - b) **Conference with Legal Counsel-Initiation of Litigation (Paragraph (4) of Subdivision (d) of Gov. Code Section 54956.9): (One Case).**
21. **DIRECTORS' COMMENTS.**
22. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 9, 2024

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, and Clayton, General Manager Pehl, Manager of Finance & Administration Reade, and District Counsel George. Directors Brown and Baskett were absent.

President Moreno called the meeting to order and addressed the recent fatality that occurred near the airport which involved Director Baskett. He welcomed public comment and requested donations to the family's GoFundMe page from anyone in attendance who had the means.

1. MINUTES OF THE REGULAR MEETING HELD April 25, 2024. Director Adams made a Motion to approve the minutes of the regular meeting held April 25, 2024. Director Clayton Seconded and it was carried by a 3-0 vote.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – The committee met to discuss item 6 on this agenda.
 - d) REAL ESTATE – The committee met to discuss an ongoing project.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT – No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Pehl updated the Board on meetings he attended which included the annual Runway Safety Action Team, Chief Dandridge regarding Station 6, SoCalGas to discuss a line that goes through the airport, and Fish & Wildlife. He has a meeting with Customs next week. He also notified the Board that the recent Taxiway project has eliminated one of the hot spots noted by the FAA.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 072635 through 072671 in the amount of \$354,497.67, was recommended for approval as presented. Director Adams made a Motion to accept the Demand Register as presented. Director Clayton Seconded and it was carried by a 3-0 vote.
5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each

meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

6. Presentation by Santa Maria Fire Chief, Brad Dandridge, regarding Station 6 at the Santa Maria Public Airport District.
7. Presentation by Jason Hargreaves, Tartaglia Engineering, providing an update of airport improvement projects. This item was tabled until the next meeting.
8. Discussion and direction to staff regarding the request for rent abatement from ArtCraft Paint for operation costs incurred for ongoing flooding and roof leaks. Discussion was held and directions were given to staff to set up meetings to discuss various options, get bids for the roof and bring it back to a future meeting.
9. Authorization for the President and Secretary to execute the Revocable Permit Agreement between the District and Skydive Santa Barbara, LLC. Director Adams made a Motion to approve. Director Clayton Seconded and it was carried by a 3-0 vote.
10. Authorization for the President and Secretary to execute the Service Agreement between the District and Tartaglia Engineering for the Foxenwood Drainage Study. Director Adams made a Motion to approve. Director Clayton Seconded and it was carried by a 3-0 vote.
11. Resolution 930. A Resolution of the Board of Directors of the Santa Maria Public Airport District amending the Rates & Charges for Fiscal Year 2024-2025. Mr. Pehl shared with the Board the current financial obligations including deferred maintenance and the money that is already allocated for various reasons. Discussion was then opened to the public for comment.

Rob Creedon, a tenant, read a letter from AOPA that was submitted to the Board opposing the rent increases.

Jordan Hahn, a tenant, read a prepared statement opposing the rent increases. He was elected to speak on behalf of all airport tenants. He asked the Board to postpone the rent increases by six months and use that time to meet with tenants and discuss options.

Chase Pietenpol, a member of the public, is concerned about the rent increases. He would like justification from the Board and to collaborate on a solution that satisfies both groups. He provided cost of living numbers from the census bureau for Santa Maria as well as Santa Barbara and San Luis Obispo. He is also concerned with District spending on items such as travel and Customs.

Joel Rieman, a tenant, asked the Board to repeal Resolution 902 regarding the non-airworthy fee.

Michael Shappels, a resident of the District, encouraged Board members to be good stewards of the District and to stop subsidizing hangar rents.

Vicki Connors, a resident of the District, stated how important it is to grow the District and move forward and get rents to market rate. She would like to see businesses and jobs grow here at the airport and asked the Board to look at the community as a whole.

Glenn Morris, CEO of the Santa Maria Chamber of Commerce, wrote a letter in support of the rate increase.

Lanny Ebenstein, President of the Santa Barbara County Taxpayers Association, wrote a letter of support for the rate increase, citing anything else would be a gift of public funds, which is against the California Constitution.

The discussion was then turned back over to the Board. All three members agreed it was time to increase the rental rates. Director Adams made a Motion to approve. Director Clayton Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, and Clayton voted "Yes".

12. DIRECTORS' COMMENTS: Director Adams had no comment.

Director Clayton stated this job was not easy and he has friends in the room who will be affected. He apologized to anyone who didn't like the decision but reiterated the rents needed to be raised as he has a duty to the taxpayers of the District. He welcomes more attendance and discussion at the Board meetings and stated that rents need to be raised across the board.

President Moreno thanked everyone for attending the meeting and submitting comments. He would love to keep hangar rents low but needed to increase them for the betterment of the taxpayers of the District.

13. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on May 23, 2024, at the regular meeting place. Director Adams made that Motion, Director Clayton Seconded and it was carried by a 3-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:17 p.m. on May 9, 2024.

Ignacio Moreno, President

Steve Brown, Secretary

2023-2024

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 072672 to 072736 and electronic payments on Pacific Premier Bank and in the total amount of \$336,713.14.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 072672 to 072736 and electronic payments on Pacific Premier Bank in the total amount of \$336,713.14 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 23, 2024.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72672	5/8/2024	Adams, Chuck	\$500.00	Director's Fees
* 72673	5/8/2024	Adamski Moroski	\$13,562.00	Legal Counsel Services
* 72674	5/8/2024	Advantage Answering Plus	\$365.43	Answering Service
* 72675	5/8/2024	All American Drilling, Inc.	\$505.00	Drainage Maintenance
* 72676	5/8/2024	American Assn of Airport Exec	\$495.00	Digicast 7/1/24 - 9/30/24
* 72677	5/8/2024	American Industrial Supply	\$11.98	Vehicle Maintenance
* 72678	5/8/2024	AT&T	\$253.97	Telephone Service
* 72679	5/8/2024	B&B Steel & Supply of SM	\$93.87	Hangar Maintenance
* 72680	5/8/2024	Baskett, David	\$200.00	Director's Fees
* 72681	5/8/2024	Bedford Enterprises, Inc.	\$493.69	Hangar Maintenance
* 72682	5/8/2024	Bomar Security & Investigation	\$4,581.38	Security Service
* 72683	5/8/2024	Brown, Steve	\$200.00	Director's Fees
* 72684	5/8/2024	Cal-Coast Machinery, Inc	\$369.56	Vehicle Maintenance
* 72685	5/8/2024	Capital Industrial Medical Supply Company	\$209.29	First Aid
* 72686	5/8/2024	Central City Tool Supply, Inc.	\$70.63	Vehicle Maintenance
* 72687	5/8/2024	CNH Industrial Accounts	\$568.96	Vehicle Maintenance
* 72688	5/8/2024	Coast Networx	\$210.00	Network Support Services
* 72689	5/8/2024	Coastline Equipment Company	\$314.09	Vehicle Maintenance
* 72690	5/8/2024	Comcast	\$1,344.60	Cable/Internet/Digital Voice
* 72691	5/8/2024	Consolidated Electrical Distributors, Inc.	\$80.32	Hangar Maintenance
* 72692	5/8/2024	Digital West	\$950.65	Network Services - Terminal
* 72693	5/8/2024	Emergency Repair Door Service	\$2,317.74	Terminal/FBO Maintenance
* 72694	5/8/2024	Fenton, Kerry	\$86.56	Travel Reimbursement
* 72695	5/8/2024	Ferguson Enterprises, Inc.	\$571.96	Terminal/Hangar Maintenance
* 72696	5/8/2024	Grainger	\$405.99	Shop Supplies
* 72697	5/8/2024	Gsolutionz, Inc.	\$112.95	GPS Services - Phones - June 2024
* 72698	5/8/2024	Hayward Lumber Company	\$100.67	FBO/Hangar Maintenance
* 72699	5/8/2024	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 72700	5/8/2024	Home Depot	\$846.92	Hangar/Terminal Maintenance
* 72701	5/8/2024	J B Dewar, Inc	\$901.79	Unleaded/Diesel Fuel/Vehicle Maintenance
* 72702	5/8/2024	J.D. Humann Landscape Contr.	\$7.79	Hangar Landscaping
* 72703	5/8/2024	L.N Curtis and sons	\$550.00	Vehicle Maintenance
* 72704	5/8/2024	Letters, Inc.	\$32.00	Car Wash
* 72705	5/8/2024	Liebert Cassidy Whitmore	\$3,304.50	Personnel Rule Review
* 72706	5/8/2024	Linde Gas&Equipment	\$481.10	Vehicle Maintenance
* 72707	5/8/2024	Los Padres Fire Protection	\$2,227.70	Vehicle/Terminal Maintenance
* 72708	5/8/2024	MarTeeny Designs	\$275.00	Website Maintenance
* 72709	5/8/2024	Mead & Hunt, Inc.	\$6,975.00	Airport Consulting Service
* 72710	5/8/2024	Mission Linen Service	\$554.83	Uniform Service
* 72711	5/8/2024	Moreno, Ignacio	\$300.00	Director's Fees

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72712	5/8/2024	Oberon3, Inc	\$50.00	Terminal Maintenance
* 72713	5/8/2024	Outdoor Supply Hardware	\$329.20	Pavement Maintenance/Shop Supplies
* 72714	5/8/2024	Pat's Automotive	\$330.00	Vehicle Maintenance
* 72715	5/8/2024	Pehl, Martin	\$72.38	Travel Reimbursement
* 72716	5/8/2024	Quinn Company	\$113.45	Drainage Maintenance
* 72717	5/8/2024	Roux Associates, Inc.	\$3,575.91	Consulting Services
* 72718	5/8/2024	Santa Barbara Cnty Special District Assoc.	\$80.00	Special District Dinner Meeting
* 72719	5/8/2024	Santa Maria Valley Crop Service	\$5,268.98	Weed/Wildlife Maintenance - Landing Area
* 72720	5/8/2024	SCS Engineers	\$5,910.00	PFAS Assessment Workplan - March 2024
* 72721	5/8/2024	Service Star	\$12,201.26	Janitorial Service
* 72722	5/8/2024	South Coast EVS	\$325.94	Vehicle Maintenance
* 72723	5/8/2024	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 72724	5/8/2024	U.S. Bank Equipment Finance	\$544.96	RICOH Lease
* 72725	5/8/2024	Verizon Wireless	\$1,053.44	Mobile Devices
* 72726	5/8/2024	VTC Enterprises	\$84.00	Trash - Paper Recycling
* 72727	5/15/2024	AT&T	\$46.23	Telephone Service
* 72728	5/15/2024	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 72729	5/15/2024	City of Santa Maria	\$3,807.24	Customs Bld Remodel - City Permit
* 72730	5/15/2024	Comcast Business	\$2,205.77	Internet Service
* 72731	5/15/2024	Consolidated Electrical Distributors, Inc.	\$932.84	Hangar Maintenance
* 72732	5/15/2024	Granite Construction	\$141,754.00	Runway/ Taxiway Emergency Repair
* 72733	5/15/2024	Napa Auto Parts	\$26.08	Vehicle Maintenance
* 72734	5/15/2024	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 72735	5/15/2024	RRM Design Group	\$755.00	Parcel Rezoning/Lot Line Adjustment
* 72736	5/15/2024	The Widroe Group, Inc.	\$18,000.00	Consulting Services
		Subtotal	<u>\$247,592.80</u>	
ACH	5/7/2024	CalPers	\$6,597.13	Employee Retirement
ACH	5/9/2024	Paychex	\$26,651.23	Payroll
ACH	5/9/2024	Paychex	\$7,368.30	Payroll Taxes
ACH	5/9/2024	Empower Retirement	\$5,237.84	Employee Paid Retirement
ACH	5/10/2024	PG&E	\$23,476.07	Terminal/Admin/Hangar Electricity
ACH	5/10/2024	Frontier Communications	\$904.78	Telephone Service
ACH	5/10/2024	Paychex	\$201.51	Paychex Invoice
ACH	5/13/2024	De Lage Landen	\$83.74	Copier
ACH	5/13/2024	CalPers	\$15,470.94	Employee Health Insurance
ACH	5/14/2024	Pacific Premier Bank	\$262.63	Analysis Activity
ACH	5/14/2024	The Gas Company	\$884.67	Utilities - Gas

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	5/15/2024	HR Your Way	\$1,981.50	Recruitment Services
		Subtotal	<u>\$89,120.34</u>	
		Total	<u><u>\$336,713.14</u></u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of April 30, 2024

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	20,162.18	75,000.00	(54,837.82)	(73.1 %)
61100-Tiedowns	22,520.00	23,976.66	(1,456.66)	(6.1 %)
61200-Fuel Flowage Fees	62,421.18	94,505.00	(32,083.82)	(33.9 %)
62000-T-Hangar	383,116.00	366,579.16	16,536.84	4.5 %
62100-Corporate Hangar	262,305.00	248,952.50	13,352.50	5.4 %
62200-Owner Build Hangar	17,186.00	16,490.00	696.00	4.2 %
63000-T-Hangar Storage	28,200.00	29,700.00	(1,500.00)	(5.1 %)
64100-Main Hangar	113,000.00	111,415.00	1,585.00	1.4 %
64200-Commercial Aviation	355,379.15	350,200.84	5,178.31	1.5 %
64300-Land Lease - Commercial Aviation	82,110.00	115,443.34	(33,333.34)	(28.9 %)
65000-Car Rental	161,641.61	158,735.84	2,905.77	1.8 %
65100-Terminal Space Lease	138,413.05	144,194.16	(5,781.11)	(4.0 %)
66100-Agricultural Lease	947,471.24	948,169.16	(697.92)	(.1 %)
66200-Non Aviation Land Leases	360,644.09	347,452.50	13,191.59	3.8 %
66300-Cell Tower Lease	50,500.00	50,500.00	0.00	.0 %
66400-Mobile Home Parks	434,593.62	447,543.34	(12,949.72)	(2.9 %)
67000-Administrative Income	48,195.40	16,666.66	31,528.74	189.2 %
67210-Leo Reimbursement	4,014.00	10,750.00	(6,736.00)	(62.7 %)
69100-Interest and Investment Earnings	239,529.73	100,000.00	139,529.73	139.5 %
69110-AIP Reimbursement	4,607,908.00	5,845,500.00	(1,237,592.00)	(21.2 %)
69120-PFC Revenue	45,344.37	54,166.66	(8,822.29)	(16.3 %)
69200-Tax Revenues	2,136,800.96	1,708,437.50	428,363.46	25.1 %
Total Income	10,521,455.58	11,264,378.32	(742,922.74)	(6.6 %)
80000-G&A	11,070.93	13,470.84	(2,399.91)	(17.8 %)
80001-MHP - Maintenance	24,814.94	25,595.84	(780.90)	(3.1 %)
80002-MHP - MHP Liability Insurance	13,470.44	12,449.16	1,021.28	8.2 %
80003-MHP - Property Management	21,150.00	23,500.00	(2,350.00)	(10.0 %)
80004-MHP - Salaries/ Employee Related Expenses	93,718.96	103,911.66	(10,192.70)	(9.8 %)
80005-MHP - Utilities	159,500.84	185,637.50	(26,136.66)	(14.1 %)
80100-Salaries- Administration	399,902.00	426,318.34	(26,416.34)	(6.2 %)
80101-Salaries - Maintenance & Operations	388,223.94	424,838.34	(36,614.40)	(8.6 %)
80102-Employee Benefits - Other	48,393.91	47,673.34	720.57	1.5 %
80104-Employee Benefits - Medical	207,377.48	220,971.66	(13,594.18)	(6.2 %)
80105-Medicare Tax	13,339.73	12,341.66	998.07	8.1 %
80106-PERS Retirement	198,096.98	267,504.16	(69,407.18)	(25.9 %)
81000-ARFF Services	676,250.60	750,000.00	(73,749.40)	(9.8 %)
81100-Electricity	200,783.49	165,877.50	34,905.99	21.0 %
81200-Natural Gas	7,724.02	13,644.18	(5,920.16)	(43.4 %)
81300-Water	78,278.83	81,230.84	(2,952.01)	(3.6 %)
81600-Communications	15,797.85	15,520.00	277.85	1.8 %
81601-Communications - Alarm	12,253.14	11,552.52	700.62	6.1 %
81602-Communications - Wireless	14,731.02	14,686.66	44.36	.3 %
81603-Communications - Access Control	1,013.02	3,026.66	(2,013.64)	(66.5 %)
82400-Supplies Office	24,147.09	65,500.02	(41,352.93)	(63.1 %)
82410-Supplies Shop	49,405.79	29,547.50	19,858.29	67.2 %
82500-Fuel Expense	31,833.63	39,121.66	(7,288.03)	(18.6 %)
83000-Maintenance - Misc	21,879.21	9,739.18	12,140.03	124.7 %
83001-Maintenance - Lighting	18,071.64	18,880.82	(809.18)	(4.3 %)
83002-Maintenance - Generator	5,143.20	7,591.66	(2,448.46)	(32.3 %)
83003-Maintenance - Pavement	11,629.14	26,668.34	(15,039.20)	(56.4 %)
83004-Maintenance - Weed/Wildlife	49,633.67	39,714.16	9,919.51	25.0 %
83005-Maintenance - Fencing & Gates	12,947.60	10,833.32	2,114.28	19.5 %
83006-Maintenance - Building	54,375.74	54,772.50	(396.76)	(.7 %)
83007-Maintenance - Fire Alarm	4,400.83	5,343.32	(942.49)	(17.6 %)
83008-Maintenance - Drainage	12,467.80	8,333.32	4,134.48	49.6 %
83100-Signs	12,260.09	5,833.34	6,426.75	110.2 %
84000-Equipment Lease	8,033.67	6,157.50	1,876.17	30.5 %
84500-Janitorial	115,455.00	127,001.68	(11,546.68)	(9.1 %)

84700-Landscaping	49,822.88	61,548.34	(11,725.46)	(19.1 %)
85000-Vehicle Maintenance	65,262.10	43,757.50	21,504.60	49.1 %
85400-Dues and Membership	76,522.00	60,833.34	15,688.66	25.8 %
86000-Advertising	102,877.92	225,000.00	(122,122.08)	(54.3 %)
86001-Consulting - Admin	494,392.87	359,620.84	134,772.03	37.5 %
86002-Consulting Professional	379,817.66	376,842.50	2,975.16	.8 %
86003-Consulting - Legal	169,545.16	227,033.34	(57,488.18)	(25.3 %)
86004-Consulting - Security	272,200.38	376,666.66	(104,466.28)	(27.7 %)
86005-Bank Fees	2,784.54	416.66	2,367.88	568.3 %
86015-Depreciation - Hangar Area	20,128.08	72,780.00	(52,651.92)	(72.3 %)
86020-Depreciation - Owner Build	2,602.59	0.00	2,602.59	.0 %
86025-Depreciation - Landing Area	1,108,191.92	1,197,390.00	(89,198.08)	(7.4 %)
86035-Depreciation - FBO	18,474.06	28,001.66	(9,527.60)	(34.0 %)
86045-Depreciation - Revenue Gen Land	180,485.21	314,631.66	(134,146.45)	(42.6 %)
86055- Depreciation - Terminal Area	296,381.59	285,320.00	11,061.59	3.9 %
86100-Depreciation - Administration	(50,031.87)	172,700.00	(222,731.87)	(129.0 %)
86200-Insurance	316,126.41	365,340.84	(49,214.43)	(13.5 %)
86500-Permits	11,775.65	9,416.66	2,358.99	25.1 %
86600-Education and Recognition	19,429.44	19,393.34	36.10	.2 %
86700-Business Travel	75,670.10	70,833.34	4,836.76	6.8 %
86800-Fire Fighting Training	0.00	22,500.00	(22,500.00)	(100.0 %)
87000-Bad Debt Expense	200.00	0.00	200.00	.0 %
87025-Rent Credit	25,986.00	0.00	25,986.00	.0 %
88001-Airfest Expense - Performers	75,000.00	62,500.00	12,500.00	20.0 %
88009-Airfest Expenses- Miscellaneous	1,280.68	12,500.00	(11,219.32)	(89.8 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	6,732,501.59	7,639,815.86	(907,314.27)	(11.9 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	3,788,953.99	3,624,562.46	164,391.53	5.3 %
	<hr/>	<hr/>	<hr/>	<hr/>

Santa Maria Public Airport District

Profit & Loss

As of April 30, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	42,682.18	2,796.00	4,268.22	152.7 %
Fuel flowage fees	62,421.18	0.00	6,242.12	
Subtotal	105,103.36	2,796.00	10,510.34	375.9 %
Hangar area				
T-Hangar	383,116.00	37,934.00	38,311.60	101.0 %
Corporate T-Hangars	262,305.00	26,348.00	26,230.50	99.6 %
T-Hangar Storage Units	28,200.00	2,820.00	2,820.00	100.0 %
Owner Build Hangars	17,186.00	1,997.00	1,718.60	86.1 %
Subtotal	690,807.00	69,099.00	69,080.70	100.0 %
FBO Area				
Main Hangar	113,000.00	11,300.00	11,300.00	100.0 %
Commercial Hangars	355,379.15	35,635.46	35,537.92	99.7 %
Land Leases	82,110.00	8,211.00	8,211.00	100.0 %
Subtotal	550,489.15	55,146.46	55,048.92	99.8 %
Terminal Area				
Car Rental	161,641.61	10,761.18	16,164.16	150.2 %
Terminal Space Lease	138,413.05	14,156.13	13,841.30	97.8 %
TSA LEO Reimbursement	4,014.00	0.00	401.40	
Subtotal	304,068.66	24,917.31	30,406.86	122.0 %
Revenue generating land				
Non Aviation Land Leases	360,644.09	33,907.92	36,064.41	106.4 %
Agricultural Leases	947,471.24	96,008.36	94,747.12	98.7 %
Cell Towers	50,500.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	434,593.62	31,000.00	43,459.36	140.2 %
Subtotal	1,793,208.95	165,966.28	179,320.89	108.0 %
Airfest				
Airfest Ticket Sales	0.00	0.00	0.00	
Airfest Vendors	0.00	0.00	0.00	
Airfest Sponsorship	0.00	0.00	0.00	
Subtotal	0.00	0.00	0.00	
Administrative				
Badging Income			0.00	
Miscellaneous Income	48,195.40	5,388.00	4,819.54	89.4 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	48,195.40	5,388.00	4,819.54	89.4 %
Total Revenue from operations	3,491,872.52	323,313.05	349,187.25	108.0 %
			0.00	

Santa Maria Public Airport District

Profit & Loss

As of April 30, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	103,595.54	18,348.04	10,359.55	56.5 %
Hangar Area	80,028.30	5,937.33	8,002.83	134.8 %
FBO Area	76,046.68	6,334.26	7,604.67	120.1 %
Terminal Area	358,840.82	22,510.34	35,884.08	159.4 %
Revenue generating land	378,808.46	4,656.67	37,880.85	813.5 %
Salaries and Benefits	1,252,088.78	110,072.19	125,208.88	113.8 %
Utilities	91,754.45	4,113.08	9,175.45	223.1 %
Supplies	100,611.61	10,093.57	10,061.16	99.7 %
Maintenance and Repairs	95,497.68	12,331.86	9,549.77	77.4 %
Contractual Services	966,046.07	41,907.19	96,604.61	230.5 %
Real Estate Commission	0.00	0.00	0.00	
ARFF Services	676,250.60	0.00	67,625.06	
Security Services	271,832.82	7,435.88	27,183.28	365.6 %
Dues and Subscriptions	76,522.00	0.00	7,652.20	
Advertising	102,877.92	0.00	10,287.79	
Depreciation	1,576,231.58	0.00	157,623.16	
Insurance	316,126.41	7,293.54	31,612.64	433.4 %
Election Expense	0.00	0.00	0.00	
Business Travel	75,670.10	80.23	7,567.01	9431.6 %
Fire Fighting Training	0.00	0.00	0.00	
Rent Credit	25,986.00	0.00	2,598.60	
Air Show Expense	76,280.68	0.00	7,628.07	
Other Miscellaneous Expense	31,405.09	3,646.00	3,140.51	86.1 %
Total Expenses	6,732,501.59	254,760.18	673,250.17	264.3 %
Operating income (loss)	(3,240,697.17)	68,552.87	(324,062.92)	(472.7) %
Non-Operating Revenues (Expenses):				
PFC Revenue	45,344.37	0.00	4,534.44	
Interest Income	239,529.73	0.00	23,952.97	
Tax Revenues	2,136,800.96	882,872.94	213,680.10	24.2 %
AIP Reimbursement	4,607,908.00	0.00	460,790.80	
Gain on Land Sale	0.00	0.00	0.00	
Total non-operating rev (exp)	7,029,583.06	882,872.94	702,958.31	79.6 %
Net Income	3,788,953.99	951,425.81	378,895.39	39.8 %

Current Assets:

Cash and cash equivalents	7,854,066
Restricted - cash and cash equivalents	699,779
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(49,762)
Prepaid expenses and deposits	11,207,588
	<hr/>
Total current assets	19,719,672

Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	16,609,289
Depreciable capital assets	18,874,675
Deferred other post-employment benefits outflows	9,000
Deferred pension outflows	966,715
	<hr/>
Total non-current assets	36,459,678

Total assets	<hr/> 56,179,350
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Current Liabilities:

Accounts payable and accrued expenses	254,044
Accrued wages and related payables	4,913
Unearned Revenue (customer prepaid)	144,126
Hangar and other deposits	110,180
Long-term liabilities - due in one year:	
Compensated absences	36,873
Land improvements payable	12,926
	<hr/>
Total current liabilities	563,063

Long-term liabilities - due in more than one year

Compensated absences	110,620
Land improvements payable	73,247
Total other post-employment benefits liability	337,720
Net pension liability	2,410,249
Deferred pension inflows	151,904
	<hr/>
Total long term liabilities	3,083,740

Total Liabilities	<hr/> 3,646,803
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Net position:

Retained Earnings	48,743,593
Change in Net Position	3,788,954
	<hr/>
Total net position	52,532,547

Total liabilities and net position	<hr/> 56,179,350
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MEMORANDUM

Santa Maria Public Airport District

May 23, 2024

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #2 for 2023-2024 Budget

It is recommended that the 2023-2024 Budget be amended to include the following changes:
Expenses

	Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.) 82410-700 Supplies Shop	\$52,000.00	\$35,457.00	\$16,543.00
2.) 83008-600 Drainage Maintenance - Land	\$15,803.00	\$5,000.00	\$10,803.00
3.) 83008-400 Drainage Maintenance - FBO		\$5,000.00	(\$5,000.00)
4.) 85000-700 Vehicle Maintenance	\$77,000.00	\$52,509.00	\$24,491.00
5.) 85400-700 Dues and Memberships	\$77,000.00	\$73,000.00	\$4,000.00
6.) 86001-700 Consulting Administrative	\$568,000.00	\$431,545.00	\$136,455.00
	<u>\$789,803.00</u>	<u>\$602,511.00</u>	<u>\$187,292.00</u>

- 1.) The maintenance shop was burglarized and \$11,104.72 was reimbursed by insurance.
- 2.) Jetted, videoed and cleaned out the storm drain in front of the Radisson. Replaced part of controls in the basin.
- 3.) Nothing has been spent year to date so these funds are being transferred to the above account.
- 4.) Replaced tires on ARFF truck, major repair on automobiles and heavy equipment.
- 5.) Dues increased for ACI, AAAE, CSDA, and Santa Maria Valley Chamber of Commerce.
- 6.) SCS Engineers contract was increased and unanticipated contracts were signed for personnel manual, recruitment, and other contracts.

Veroneka Reade, Manager of Finance and Administration

Recommended: _____
Martin Pehl, General Manager

Approved Board Meeting
of May 23, 2024

Steve Brown, Secretary

MEMO
MAY 16, 2024

TO: Martin Pehl, General Manager
PROJECT: Roof Repair: 3203 Lightening Street (Main Hangar)
SUBJECT: Project Introduction
FROM: John A. Smith, PE

Background

The “Old Main Hangar” has been serving the airport since World War. It appears to be fully occupied at present, with a great mix of tenants. The building consists of a large, tall, wide-open hangar area with a row of office space, full-length, along each side. In addition, an ancillary office appendage to the building exists in the southwest corner. At present, the structure is supporting two roof systems, the latest one being over 35 years old. Roof leaks have become more pronounced over the last few years, impacting operations to all tenants. In addition, at some critical locations the sub roof support deck is experiencing rot and needs to be cut out and replaced. A detailed inspection by a roofer has identified the membrane can no longer be repaired and a new roof is in order. With a two-roof maximum CBC constraint, and with the need to replace portions of the roof deck, the path forward is to remove both existing roof systems, repair the deck, and install a new roof.

The building includes three main roof areas. The main hangar roof is 200’ by 125’ (25,000 square feet). The building includes two side office areas, with roof at a lower level. Each side area is 200’ by 20’ (4,000 square feet). There is an additional smaller roof area in the southwest corner of the building. This space, 60’ by 20’ (1,200 square feet), houses offices for the tenant. Total roof area to be addressed = **34,200 square feet.**

Scope of Project

The following specific tasks are anticipated in the completion of the project:

- Abate asbestos within the old material.
- Remove and dispose both existing roof systems, complete.
- Remove and dispose gutter systems.
- Remove and replace select segments of the tongue and groove deck segments (the material that is visible inside, from the ground).
- Install a new roof system based on the Tremco technology.
- Install new gutters and downspouts.

Estimate

The following is a rey preliminary estimate for the project:

Preliminary Project Cost Estimate	
Task	Estimate
Design, Packaging, Bidding (3.5%)	\$34,300
Construction	\$980,000
Permit (1%)	\$9,800
Construction Admin., Inspection (5.5%)	\$53,900
Estimated Total	\$1,078,000

Project Approach

Design

The District has been very pleased with Tremco Roof Systems over the last few years, and is pursuing a similar roof for the Main hangar. This is not a proprietary product or method, but instead represents one of several roof systems in the industry. It is a Tremco system that will be installed on the US Customs building in the near future.

Tartaglia Engineering is serving the project as a “packager”, working with the single subject expert (Dan Gilday), taking his knowledge, expertise and standards, and putting it all together in a District-standard package for public bidding.

The design will incorporate common, industry-accepted materials and methods to create a roof that will serve the building and the District for 30+ years.

Schedule: Design Through Bidding

Based on direction provided by staff, Tartaglia Engineering is pursuing an accelerated schedule from Authorization to Proceed with design up through securing public bids for the project.

Item	Date
Notice – Post to District Website	Anytime between June 1 and June 8
Advertise 1	June 1 (Saturday)
Advertise 2	June 8 (Saturday)
Pre-Bid Job Walk (mandatory)	10:00 am, June 19 (meet at Board Room)
Bid Open	2:00 pm, July 9

Schedule: Construction

The Construction Phase is anticipated to take approximately 60 working days. This will be either affirmed or adjusted as the final project packaging is complete and ready for bidding. The goal is to perform the work in the August – October, 2024 time frame, completing all activities before the fall rains begin.

There will be the need for detailed scheduling and coordinating of construction activities with tenant operations. At certain times during the project, based on task, the work will have the potential to create dirt or dust into the tenant space. This could result in phasing of the roof repair activity with scheduled downtime between phases, allowing tenants time to relocate or complete tasks and projects before beginning the next activity. Sixty working days is the time required for actual work. Sequencing roof repair with tenant constraints will extend the overall duration of the project.

RESOLUTION NO. 932

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT RESCINDING RESOLUTION NO. 902 ESTABLISHING A POLICY FOR NON-AIRWORTHY AIRCRAFT STORAGE IN DISTRICT HANGARS

WHEREAS, the Santa Maria Public Airport District (the "District") is an airport district duly formed and existing under the California Public Utilities Code Section 22001 et. seq; and

WHEREAS, The primary revenues generated for the Airport are facility rates and fees levied on the users of the airport; and

WHEREAS, in a duly noticed public meeting held on October 28, 2021, the District Board of Directors adopted Resolution 902 establishing a policy for non-airworthy aircraft storage in District hangars; and

WHEREAS, in a duly noticed public meeting held on April 25, 2024, the District Board of Directors adopted Resolution No. 930, authorizing an adjustment to rates and charges for use of District hangars effective July 1, 2024, based on changes in consumer price or other indices, and market rate analysis; and

WHEREAS, The District desires to continue the support of all aviation activities, including through competitive rates for hangar users.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District, that Resolution 902, Establishing a Policy for Non-Airworthy Aircraft Storage in District Hangars, is hereby rescinded on June 30, 2024.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on May 23, 2024, on Motion of _____, Seconded by _____, and carried by the following roll call vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Ignacio Moreno, President

ATTEST:

Steve Brown, Secretary

RESOLUTION 933

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT ADOPTING THE APPROPRIATIONS
SUBJECT TO LIMITATION FOR FISCAL YEAR
2024-2025 UNDER CALIFORNIA CONSTITUTION
ARTICLE XIII B (AS AMENDED) AND
IMPLEMENTING STATUTES**

WHEREAS, Article XIII B of the California Constitution provides that beginning with the 1980-1981 fiscal year, an appropriations limit for each local government shall be established for each fiscal year.

WHEREAS, Government Code Section 7910 provides that each year the governing body of each local jurisdiction shall by resolution establish its appropriations limit for the following fiscal year pursuant to Article XIII B of the California Constitution at a regularly scheduled meeting or noticed special meeting; that 15 days prior to such meeting documentation used in the determination of the appropriations limit shall be available to the public.

WHEREAS, Article XIII B of the California Constitution was amended by Proposition 111 to change the price and population factors that may be used by a local jurisdiction in setting the appropriations limit.

THEREFORE, BE IT RESOLVED, that the sum of \$8,669,318.00 is the appropriations limit of the Santa Maria Public Airport District subject to California Constitution Article XIII B for fiscal year 2024-2025.

IT IS FURTHER RESOLVED, that the calculations establishing the foregoing appropriations subject to the limitations imposed by Article XIII B of the California Constitution (as amended), which were made available to the public at least 15 days prior to the date of the meeting at which this resolution was adopted, are as follows:

Factor for percentage change in California
Capita personal income pursuant to
Government Code Section 79011.0362

Factor for annual population percentage
Change for State of California
Determined by Department of Finance,
State of California, pursuant to Revenue
and Taxation Code Section 2228(a)(iii) 1.0017

Ratio change in above factors: 1.0362 x 1.0017 = 1.0379
Appropriations limits of District
For Fiscal year 2021-2022

2023-2024 appropriations limits of District as
established by Resolution 916 8,326,377

Addition to District's appropriation limit
For property tax administration fee
Imposed by Senate Bill 2557 25,876
8,352,253

Multiplied by above factors change ratio x 1.0379

2023 – 2024 appropriations limit \$8,669,318

PASSED AND ADOPTED at the Regular, meeting of the Board of Directors
of the Santa Maria Public Airport District held _____ on Motion by:

AYES:
NOES:
ABSENT:
ABSTAINED:

Ignacio Moreno, President

Steve Brown, Secretary



May 23, 2024

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

Subject: Authorization for the general manager to attend the FAA Airports Conference to be held June 11-13, 2024, to be held in Redondo Beach, CA

Summary

This conference provides an excellent opportunity for the General Manager to meet and confer with members of the FAA staff.

Budget

	Attendees	Days	Rate	Total
Ground Transportation			\$222.00	\$222.00
Lodging	1	3	\$354.00	\$1,062.00
Meals	1	4	\$100.00	\$400.00
Total:				\$1,684.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$81,954.43
Current Balance for Business Travel	\$3,045.57
Amount of this Request	\$1,684.00
Balance Remaining if Approved	\$1,361.57

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration

SERVICE AGREEMENT

(Air Service Consulting Services)

By this Agreement, dated June 13, 2024, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and MEAD & HUNT, Inc., a Wisconsin corporation, (herein after called "Consultant"), District and Consultant agree as follows:

1. SCOPE OF WORK

District hires Consultant to perform, and Consultant agrees to perform, professional air service consulting services as described in Exhibit "A", a letter proposal dated May 6, 2024, from Consultant to District's General Manager, attached and incorporated by this reference.

2. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in the table on pages 3-5 of Exhibit "A" attached and incorporated by this reference. Consultant shall be compensated for the work described under the Scope of Services as set forth for a lump sum monthly retainer of \$7,500.00 for the 12-month period for said services. Consultant shall bill District monthly for services rendered. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses as outlined in Exhibit "A" pages 3-5 are limited to air transportation, lodging, meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$13,300.00. All expenses will be reimbursed at cost and subject to review by the General Manager. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

3. TIME OF PERFORMANCE

Consultant shall commence performance of the services hereunder upon receipt of written authorization to proceed and shall complete the services beginning July 1, 2024, to June 30, 2025.

4. MATERIALS AND DOCUMENTS

Except as otherwise specified in this agreement, Consultant will bear the cost and expense of all materials, supplies, tests and data used or needed by Consultant in the performance of its services and the work products to be delivered to District. District shall be the owner of all drawings, maps, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. District will make available all existing plans, maps, data and information it has that may be needed by Consultant to perform its services. Consultant may retain copies of the original documents for its files.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by either party hereto.

6. CONSULTANT INDEPENDENT CONTRACTOR

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of

the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. CONSULTANT'S RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for seven (7) years after District makes final payment to Consultant hereunder and all pending matters regarding Consultant's services and the Project is closed. The District, the U.S. Department of Transportation, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work for the purpose of making audits, examinations, excerpts and transcriptions.

8. TERMINATION

This Agreement may be terminated by District upon failure by Consultant to satisfactorily perform the terms and conditions of this Agreement within fifteen (15) days of receipt of written notice from the District specifying the manner in which Consultant has failed to satisfactorily perform. In the event of such termination, Consultant shall not be entitled to further compensation from District. Either party may terminate this Agreement for any reason on thirty (30) days written notice to the other.

9. SUSPENSION OR ABANDONMENT OF PROJECT

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

10. INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses and causes of action of any nature or character which District may incur, sustain or be subject to, including attorney's fees, rising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers, agents and employees, excepting only liability or loss attributable to the sole active negligence of District or its willful misconduct.

11. INSURANCE

Consultant shall at Consultant's expense take out and maintain during the life of this Agreement the following types and amounts of insurance insuring Consultant and Consultant's officers and employees:

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

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance.

Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. District shall be named as an additional insured on each policy required herein without offset to any insurance policies of District. Each policy shall be on an "occurrence" basis and not a "claims made" basis.

12. DISTRICT'S DESIGNATED REPRESENTATIVE

District designates its General Manager, as its "Designated Representative". The Designated Representative is authorized to review, critique, and approve the services of Consultant.

13. EXTRA SERVICES

There will be no payment of extra services by Consultant unless it is expressly authorized in writing by General Manager before the services are performed and the amount District shall pay Consultant for said extra services has been mutually agreed upon in writing.

14. COVENANT AGAINST DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation or, any person or group of people on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

15. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either part by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

16. INTEGRATION; AMENDMENT

There are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

17. SEVERABILITY

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. ATTORNEYS' FEES

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, and costs whether or not the matter proceeds to judgment.

19. NOTICES

Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

District: Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Consultant: Jeffrey Hartz
Mead & Hunt, Inc.
959 Redcedar Way Drive
Coppell, TX 75019

20. CERTIFICATE OF CONSULTANT

Consultant agrees to complete, execute and deliver to District upon execution of this Agreement a certificate in the form and content of Exhibit "B" attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

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

Dated: June 13, 2024

DISTRICT:

Approved as to content for

SANTA MARIA PUBLIC AIRPORT
DISTRICT

District:

General Manager

Ignacio Moreno, President

Approved as to form for District

Steve Brown, Secretary

District Counsel

CONSULTANT:

MEAD & HUNT, INC.

Joseph Pickering

EXHIBIT “A”

May 6, 2024, LETTER PROPOSAL

EXHIBIT "A"



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

May 6, 2024

Martin Pehl, A.A.E.
General Manager
Santa Maria Airport
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Proposal for Air Service Consulting Services

Dear Martin:

It is my understanding that Santa Maria Airport (SMX) is interested in a proposal for air service consulting services for the July 1, 2024, to June 30, 2025, fiscal year. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services and compensation.

Scope of Services

The suggested scope of services includes assisting SMX in air service development efforts for a 12-month period, beginning July 1, 2024, and ending June 30, 2025. *Attachment A* includes a description of tasks over the term of this agreement.

Compensation

Mead & Hunt will be compensated for the work described under the Scope of Services (*Attachment A*) for a lump sum monthly retainer of \$7,500 for the 12-month period. Mead & Hunt will bill associated expenses (e.g., pro-rated registration, airfare, hotel, meals, printing) at cost. Expenses for the 12-month period are estimated to be an additional \$13,300.

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated by an amendment to this agreement or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference. The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis.

Standard Billing Rates	
Clerical	\$90 / hour
Accounting/Administrative Assistant	\$110 / hour
Analyst	\$120 / hour
Senior Analyst	\$160 / hour
Consultant	\$190 / hour
Managing Director	\$225 / hour

Martin Pehl, A.A.E.

May 6, 2024

Page 2

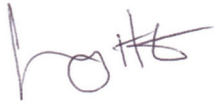
Standard Billing Rates	
Project Manager	\$235 / hour
Vice President	\$255 / hour
Expenses	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost

Please send all correspondence to my attention at the following address:

Mead & Hunt, Inc.
959 Redcedar Way Dr
Coppell, TX 75019
jeffrey.hartz@meadhunt.com

We appreciate the opportunity to submit this proposal to SMX.

Respectfully submitted,
MEAD & HUNT, Inc.



Jeffrey Hartz
Project Manager

Scope of Services

Page 3 of 4

After acceptance of this proposal, Mead & Hunt shall complete the following tasks:

1. Airline Headquarters Meetings (2 in-person/1 virtual per 12-month period)

Airline headquarters meetings are recommended as frequently as possible based on the airline's willingness to accept meetings and are typically held in the second half of the calendar year due to many industry conferences held in the first half of the year. Primary target airlines include American Airlines, Breeze Airways, Frontier Airlines, Southwest Airlines, and United Airlines. Mead & Hunt will provide the analysis, preparation, presentation, and consulting services associated with the airline meetings. It is anticipated that SMX representatives and Mead & Hunt staff will meet with the airline. The existing SMX airline presentation format will be updated for the meetings. Updates will include market performance information, route forecasts, as applicable, and the incentive program. Once meeting dates are secured, Mead & Hunt will complete the presentation. The schedule is dependent on SMX's timely response to Mead & Hunt requests for airport and community provided information. Likewise, airline management availability and the ever-changing airline environment may impact the schedule.

2. Airline Industry Conferences (5 per 12-month period)

We recommend attending several air service development conferences, including TakeOff North America (October 2024), Routes Americas (February 2025), Mead & Hunt's Air Service Conference (February/March 2025), and ACI-NA JumpStart Air Service Development Program (May/June 2025). While some duplication may occur in the airline meetings, it provides an additional opportunity to present SMX's business case. In addition to the above, Mead & Hunt recommends attending Allegiant's annual airport conference (October 2024). Mead & Hunt will prepare custom presentations for each meeting highlighting SMX and the community for use at the airline meetings and assist with airline meetings. Mead & Hunt will complete the presentations no later than the week prior to the date of the conference. Keep in mind schedules change frequently at these conferences. Mead & Hunt will do our best to attend all of the airline meetings considered a top priority for SMX.

3. Community Meeting (1 per 12-month period)

Mead & Hunt will prepare and make a PowerPoint presentation at a community meeting to be set by SMX. Mead & Hunt anticipates that, in general, the presentation to the community will cover: an overview of the airline industry, airline performance in the SMX market, and air service opportunities/next steps. Mead & Hunt will prepare and present a PowerPoint presentation. The date of the meeting will be determined based on a mutually agreed upon date.

4. True Market Estimate (1 per 12-month period)

The True Market Estimate is the base foundation for route forecasts and the airline business case. It is recommended that the True Market Estimate be updated annually. The True Market Estimate will quantify by destination the number of air travelers in the market, including those air travelers that drive to an airport other than SMX to originate the air travel portion of their trip. Mead & Hunt will obtain Airline Reporting Corporation (ARC) data for the SMX catchment area. ARC data will represent a statistically valid sample of airline tickets from within the airport catchment area. ARC data collected will include, but is not limited to, the originating airport, destination, and airline. The output will include the top 25 domestic

true markets, top 15 international true markets, and the top 50 aggregated true markets, including identification of passenger retention by destination and diverted origin and destination passengers. Mead & Hunt will provide SMX a draft of the True Market Estimate by PDF by June 30, 2025. Data for calendar year 2024 is estimated to be available in April 2025.

5. True Visitation Estimate (1 per 12-month period)

While the True Market Estimate analyzes the air travel market, the True Visitation Estimate includes both the drive and fly market and provides an indicator of visitation to the Central Coast. It is recommended that SMX continues to update this information annually. The True Visitation Estimate will identify preferred travel patterns by visitors from the U.S. using Global Positioning System (GPS) data and will measure the number of people coming to the destination for calendar year 2024. The level of visitation will be determined, market-by-market, on a monthly and seasonal basis. The output of the True Visitation Estimate will include visitation to the Santa Maria Valley and the Central Coast broken down by region, state, and metropolitan statistical area. The report will be delivered in PDF. Mead & Hunt will provide SMX a draft of the True Visitation Estimate within 90 days of the availability of calendar year 2024 GPS data.

6. Destination Analysis Update (1 per 12-month period)

Like the True Visitation Estimate, the Destination Analysis uses GPS data to analyze travel trends; however, this analysis analyzes outbound trends to top destinations. It is recommended the data be updated annually to continue to monitor travel demand from the Central Coast. The data will capture a representative sampling of visitation to a destination, regardless of the mode of transportation used, while identifying seasonality trends. The findings will be used to strengthen the airline route business case for nonstop air service to destination markets. Up to 10 domestic destinations that people from the Central Coast travel will be reviewed, including volume of demand by month, providing a month-over-month recovery comparison. Mead & Hunt will provide SMX a draft of the Destination Analysis within 90 days of the availability of calendar year 2024 GPS data.

7. Additional Services (32 hours per 12-month period)

Additional services may be requested by SMX that are not described above. Additional services may include, but are not limited to, the preparation of ad hoc reports; communication with airlines; coordination with SMX; revenue guarantee negotiations and other elements as identified on an as needed basis.

EXHIBIT "B"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of Mead & Hunt, Inc., a Wisconsin corporation whose address is 2440 Deming Way, Middleton, WI 53562, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of federal funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Joseph Pickering

CONSULTING SERVICE AGREEMENT
LANDSIDE IMPROVEMENT PROJECT
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

By this Agreement, dated May 23, 2024, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

WITNESSETH

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

1. SCOPE OF AGREEMENT

District hereby hires Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Engineer's Scope of Project and Compensation". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Engineer will commence retroactively from May 1, 2023, with time of completion on or before May 1, 2025.

3. COMPENSATION

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Engineer shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

4. MATERIALS AND DOCUMENTS

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

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

5. ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR

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

7. PRIOR APPROVAL OF DISTRICT

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

8. ENGINEER' RECORDS

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

9. TERMINATION

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

10. SUSPENSION OR ABANDONMENT OF PROJECT

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

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

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

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence.

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

12. INDEMNITY

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

13. EXTRA SERVICES

There will be no payment for extra services by Engineer unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

14. RIGHT TO AMEND

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

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Engineer at Tartaglia Engineering, 359 Front Street, Suite E &F, Grover Beach, CA 93433. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

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

17. OTHER ENGINEERING SERVICES

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

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

Dated: May 23, 2024

Approved as to form on behalf of District:

DISTRICT:

General Manager

Ignacio Moreno, President

Approved as to form:

Steve Brown, Secretary

District Counsel

Engineer:

John A. Smith, P.E.
Principal

CERTIFICATION OF ENGINEER

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of TARTAGLIA ENGINEERING, ENGINEERING a sole proprietorship owned by John A. Smith, whose address is 7360 El Camino Real, Suite E, P.O. Box 1930, Atascadero, California 93423, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract.
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I hereby certify that I am a registered and California licensed civil engineer.
License Number: C46852

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

(Date)

JOHN A. SMITH, Owner

SCOPE OF PROJECT

Background:

The following reflects our understanding of the project, based on information provided through several phone calls and table-top discussions over the last 11 months:

- A. Several landside airport vehicle roads and parking areas are showing signs of pavement distress or have exceeded the useful life of the pavement structure, and are in need of pavement rehabilitation and maintenance, including:
 - a. Airpark Drive
 - b. Hangar Street
 - c. Liberator Street
 - d. Terminal Drive
 - e. Main Vehicle Marking Lot
- B. The rehabilitation effort should consider ADA accessibility, including rehabilitating existing ADA ramps and construction of new ramps.
- C. Improvements to path of travel from the main Parking lot to the terminal building, including new ramps, landscaping, crosswalks, and signage.

Scope of Project:

The Landside Improvement Project focuses on pavement rehabilitation and ADA improvements at various locations on airport property outside the active airfield. Additionally, the path of travel from the main parking lot to the terminal building will be improved. The pavement rehabilitation strategy will vary depending on the pavement distress type and severity, ranging from a slurry seal to a full-depth pavement reconstruct. ADA improvement efforts entail new ADA ramps correcting compliance issues and refining the path of travel between the main parking lot and the terminal building. The exhibit attached to this Proposal shows the various work elements and locations.

Specific items of the construction work:

1. Demolition and removal of PCC pavements.
2. Sawcut, demolition, and removal of aggregate base and asphalt.
3. Asphalt milling.
4. Excavation, embankment, and subgrade preparation.
5. Aggregate base and hot-mix asphalt pavement.
6. Application of slurry seal.
7. Construction of new PCC spandrels, ADA ramps, and pedestrian walkways.
8. Pavement markings.

SCOPE OF SERVICES

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

1. PRELIMINARY PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Participate in several scoping meetings and conference calls to gain an understanding of project goals. Present preliminary project scope and a preliminary estimate at District board meeting.
- C. Inventory of existing facilities and conditions, including a site investigation to gain an understanding of existing pavement distress. Review of all District-provided files, reports, and plans to become familiar with and gain a working knowledge of existing facilities and design constraints.
- D. Perform a geotechnical investigation, lab analysis, and preparation of a report of findings and design recommendations. Secure a total of sixteen (16) borings documenting the in-place quality and integrity of existing structural sections and native subgrade soils. Characterize the material establishing optimum moisture, plasticity index, and four (4) R-values for pavement structural section design. Provide a detailed report identifying the suitability of material for use in support of proposed improvements.
- E. Perform a field topographic survey of the project area. Using existing datum, establish local project survey control, and generate a topographic survey that identifies all existing improvements within project limits, and characterizes the surface grades, slopes, and cross-slopes for paved and graded surfaces. "Dip" manholes and catch basins to establish pipe size, direction, and invert elevations.
- F. Prepare a preliminary summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.

2. DESIGN PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare project improvement plans, to include the following, at a minimum:
 - Cover sheet with project description, sheet schedule and approval blocks.
 - Project layout plan identifying project elements.
 - Project phasing plans.
 - Demolition and construction plans, including pavement rehabilitation strategies for each road and parking area, grading and drainage, ADA improvements, signage, and markings.
 - Sections and Profiles for roadway reconstruct and rehabilitation areas.
 - Details.
 - Geotechnical data.
 - Prepare landscape and irrigation plans for improvements near the terminal building. These plans will be prepared by a licensed sub-consultant (Pleinaire Design Group).

Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

- C. Prepare specifications and contract documents to include the following, at a minimum:
- Notice Inviting Sealed Bids.
 - Bid Proposal.
 - Contract.
 - General Provisions.
 - Special Provisions.
 - Technical Specifications.
 - Geotechnical Report.
 - Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

- D. Prepare Construction Cost Estimates after District approves the documents, prior to proceeding with the public bidding.
- E. Perform all final revisions to plans and specifications based on input and review by the District.

3. BIDDING PHASE

At the appropriate time, based on direction provided by the District, proceed with public bidding of both construction contracts.

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare and provide the Notice Inviting Sealed Bids to the District for posting on the District website, to Public Purchase for posting on the bidding service website, and to the Santa Maria Times for publication in the local newspaper.
- C. Establish project listing on the Public Purchase Web Portal. Provide documents for their distribution to interested contractors.
- D. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Generate and distribute addenda if and as necessary.
- E. Chair, run, and take minutes at a Mandatory Pre-Bid Job Walk. Include a walking tour of the site.
- F. Review contractors bids received on the Public Purchase website. Generate a summary of bids received and a detailed spreadsheet that includes all line item pricing, and listed subcontractors. Review DBE-provided documentation. Prepare a preliminary correspondence to the District identifying the "apparent low bidder" for each project. Prepare a second communication to the District to include a "recommendation for award of contract".

CONSTRUCTION AND COMPLETION PHASES

The scope of professional services for this agreement ends at the conclusion of the Bidding Phase. It is presumed that a subsequent professional services agreement, or an amendment to this agreement, will be prepared and consummated by and between the District and Tartaglia Engineering, to include professional services for the Construction and Completion Phases of this improvement project.

TIME FOR PERFORMANCE

Tartaglia Engineering will provide and perform the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff.

COMPENSATION SUMMARY

All services identified in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed:

ninety-four thousand two hundred sixty-nine Dollars	(\$94,269.00)	Preliminary Phase
one hundred thirty-five thousand five hundred two Dollars	(\$135,502.00)	Design Phase
nine thousand eight hundred Dollars	(\$9,800.00)	Bidding Phase
Total Agreement Compensation, Not to Exceed:	\$239,571.00	

TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$240.00
Licensed Land Surveyor	\$179.00
Registered Civil Engineer	\$188.00
Project Manager	\$157.00
Environmental Coordinator / CPESC	\$123.00
Engineer / Survey Technician III.....	\$141.00
Engineer / Survey Technician II	\$114.00
Engineer / Survey Technician I.....	\$92.00
Clerical.....	\$76.00
Professional Travel Time.....	\$114.00
Inspector: Day, Straight Time.....	\$168.00
Day, Overtime	\$197.00
Night, Straight Time	\$182.00
Night, Overtime.....	\$201.00
(Minimum night shift = 4 hours)	
Survey Party: One Man.....	\$250.00
Two Man	\$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$224.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2024

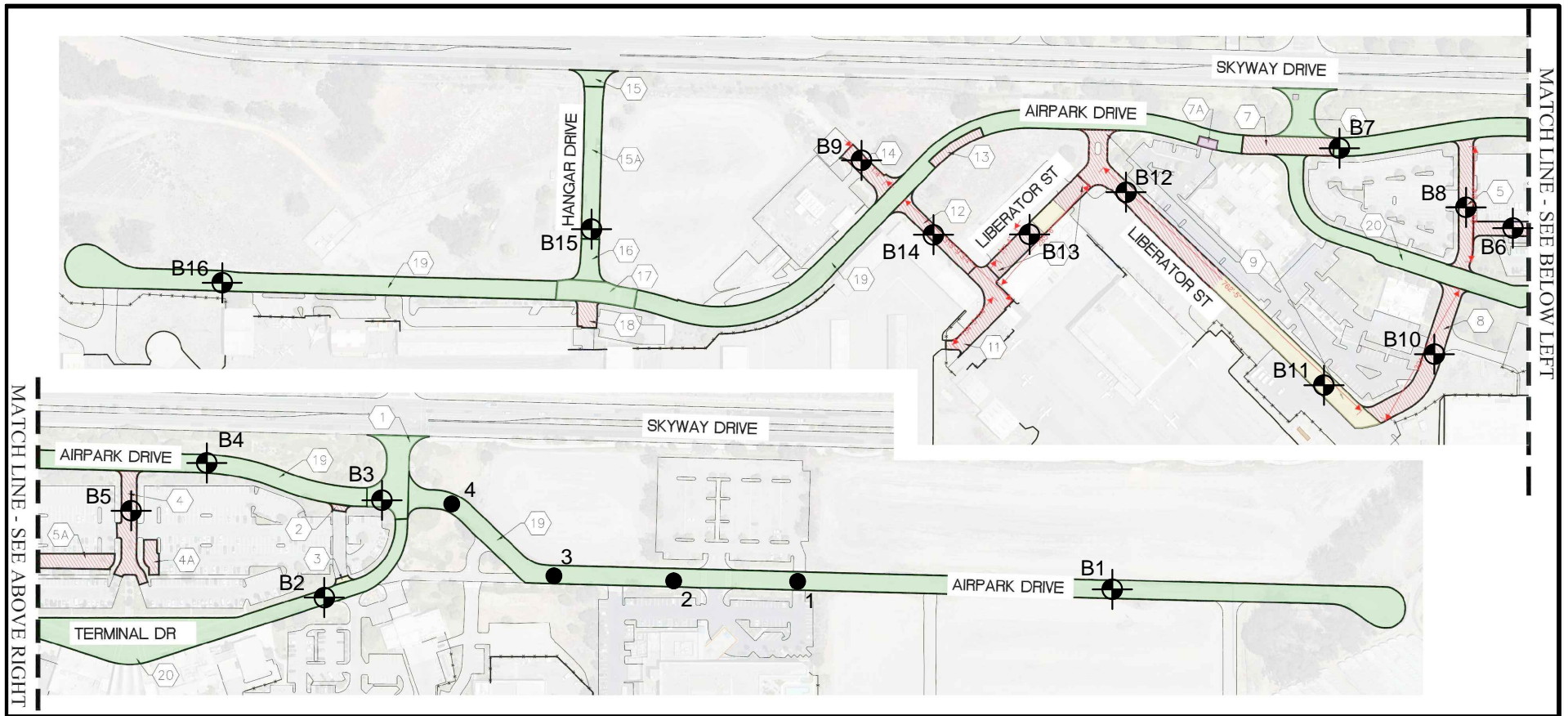


Exhibit
Project Area and Boring Locations



November 7, 2023

Jason Hargreaves
Tartaglia Engineering
PO Box 476
Pismo Beach, CA 93448

PROJECT: SANTA MARIA AIRPORT (SMX)
LANDSIDE IMPROVEMENT PROJECT
SANTA MARIA, CALIFORNIA

SUBJECT: Proposal for Subsurface Exploration, Pavement Assessment and
Pavement Rehabilitation Recommendations

Dear Mr. Hargreaves:

Earth Systems is pleased to present this proposal for pavement structural section assessment and pavement rehabilitation recommendations for the Santa Maria Airport's Landside Improvement Project. We understand the project will include evaluation of current pavement conditions, and pavement maintenance and rehabilitation recommendations for the landside pavement at the Santa Maria Airport. We further understand that the project will be subject to California Prevailing Wage Law.

SCOPE OF WORK

Sixteen select locations will be drilled to approximate depths of 5 feet to measure pavement layer thicknesses, inspect the condition of the layer materials, obtain physical samples of the materials including the subgrade soils. Each location will be logged with respect to pavement thickness, field classification and thickness of base materials (if present), and field classification of subgrade materials. Subsurface conditions will be classified in general accordance with the Unified Soil Classification System (ASTM D 2488).

The borings will be backfilled with on-site material and compacted asphalt cold patch a minimum of 4 inches thick.

Samples of native subgrade soil will be collected from each boring location. If the subgrade soils change appreciably throughout a street or at depth, additional samples will be secured. The samples will be returned to the Earth Systems laboratory (San Luis Obispo) and 4 samples will be tested for R-value (ASTM 2844). In select locations, various soil samples will be obtained using ring-lined barrel samplers (ASTM D 3550, with shoe similar to D 2937), and in-place moisture and unit weight will be determined.



Following completion of the field and laboratory work, a pavement rehabilitation recommendation report will be prepared. The report will include a tabulation of the pavement section at each location with the subgrade soil type, and potential pavement maintenance and/or rehabilitation recommendations. Consideration will be given to recycling processes, such as both partial and full depth recycling.

We have included one site meeting for layout of boring locations and one day of drilling. A final report of field exploration, laboratory data and pavement recommendations will be provided.

FEES

Based on the scope of work outlined above, we propose to provide our services on a fixed fee basis. Fees to be charged will be as follows:

Pavement Assessment and Pavement Rehabilitation Recommendations \$14,595.00

Total due upon presentation of invoice. Periodic invoices may be submitted for major work elements (field investigation and analysis/report preparation).

SCHEDULE AND CONDITIONS

The fees and work scope contained in this proposal will remain in effect for 120 days from the date of issue.

Any other services not specifically noted in the previous paragraphs are beyond the proposed scope of work. The above quotation does not include charges for additional testing, construction observation or testing, plan reviews, consultation, report revisions to address changes in design, or other such services. Fees for such services will be charged at our fee schedule rates in effect at the time of the request for services. Based on our current work load, we anticipate that the lead engineer for this project will be the undersigned.

In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience. The agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described in the final proposal or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.



If the client finds the scope of work and estimated fees satisfactory, return of the attached work order signed by the authorized representative will constitute authorization for work to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE 70206
Executive Vice President

Sydney Johnson
Project Manager

Attachments: Work Order
 Terms
 Prevailing Wage and Accounts Payable Information Request Form

Doc. No.: SLO-2311-016.PRP/pm



EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: November 7, 2023 **Doc. No.:** SLO-2311-016.PRP

Name of Project: SANTA MARIA AIRPORT LANDSIDE IMPROVEMENTS

Order Received by: Sydney Johnson

Client Name: Tartaglia Engineering, Attn.: Mr. Jason Hargraves

Client Address: 7360 El Camino Real, Suite E, Atascadero, California 93423

Location of Project: Santa Maria Airport, Santa Maria, California

Scope of Services: Per Proposal dated November 7, 2023

Fees to be Charged: Per Proposal dated November 7, 2023*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific
DIR Public Works Registration No. 1000003643

Robert W. Down, PE 70206
Senior Vice President

November 7, 2023
Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given. **January 2023 Fee Schedule**

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California’s prevailing wage requirements, and to prepare Earth Systems’ invoices in accordance with your organization’s billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT’S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT’S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT’S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

Doc. No. SLO-2311-016.PRP/pm

3203 LIGHTNING ST. SUITE 201
SANTA MARIA, CA 93455-2915
T: 805.349.9695
www.pleinairredg.com

May 7, 2024

Santa Maria Airport
3217 Terminal Drive
Santa Maria, CA 93455

RE: Landscape Architectural Consulting Services for: SMX Landscape Area – Terminal Building Ramp

PROFESSIONAL FEES:

Work shall be performed on a time and material basis with an estimated fee of:

Task 1 - Schematic Design	\$1,150.00
Task 2 - Design Development	\$1,200.00
Task 3 - Construction Documents	\$2,250.00
Task 4 - Bidding Services	\$1,500.00
Task 5 - Construction Admin. Services	\$1,650.00
Project Total:	<u>\$7,750.00</u>

ADDITIONAL SERVICES:

Meetings, site visits and additional services beyond the stated scope of work will be billed at the hourly rates listed below:

Landscape Architect:	\$185.00
Arborist:	\$185.00
Project Manager:	\$135.00
Irrigation Designer:	\$125.00
Draftsman:	\$100.00
Clerical:	\$85.00

REIMBURSABLE EXPENSES:

1. Expenses such as printing, and delivery shall be billed at cost plus 10% added to the fees as a reimbursable expense.
2. Mileage will be included as a separate expense. Travel time shall be included in billable time according to the schedule of fees.

Respectfully,



Kevin J. Small
PleinAire Design Group
CA Registered Landscape Architect 2929
ISA Certified Arborist WE-7333A
CA C-27 Contractors License 872414

PLEINAIRE
DESIGN GROUP

LANDSCAPE ARCHITECTURE
WATER MANAGEMENT
CONSTRUCTION MGMT
ARBORICULTURE

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Total	
Task	Description	\$240.00	\$179.00	\$188.00	\$141.00	\$114.00	\$92.00	\$76.00	\$250.00	\$168.00	\$182.00	\$201.00	\$114.00	\$0.65		
1 Preliminary Eng. Phase																
A	Management of team & work	4.0		4.0				4.0							\$2,016.00	
B	Scoping meetings / Presentation	12.0		4.0	6.0	6.0	17.0								\$6,726.00	
C	Inventory Review	2.0	2.0	48.0		36.0	58.0								\$19,302.00	
D	Geotechnical Investigation	Sub Consultant - Earth Systems Pacific - Proposal Dated November 7, 2023													\$14,595.00	
E	Topographic Survey		74.0		12.0	26.0	72.0		94.0						\$48,026.00	
F	Preliminary Cost and Phasing	2.0		6.0		14.0									\$3,204.00	
	Supplies, Postage														\$400.00	
	Sub-Total														\$94,269.00	
2 Design Phase																
A	Management of team & work	8.0		12.0				8.0							\$4,784.00	
B	Prepare Demo and Improvement Plans	22.0	12.0	146.0	128.0	172.0	164.0	2.0	8.0						\$89,772.00	
	Landscape and Irrigation Plans	Sub Consultant - Pleinaire Design Group - Proposal Dated May 7, 2024 (Tasks 1 through 4)													\$6,100.00	
C	Prepare specs. / contract docs.	6.0		38.0	18.0	31.0		5.0							\$15,036.00	
D	Cost Estimate	6.0		12.0	20.0		6.0								\$7,068.00	
E	Perform all revisions.	2.0	2.0	16.0	24.0	12.0	32.0								\$11,542.00	
	Supplies, Prints, Postage														\$1,200.00	
	Sub-Total														\$135,502.00	
3 Bidding Phase																
A	Management of team and work	4.0													\$960.00	
B	Provide Notice, Bid Docs	2.0		4.0											\$1,232.00	
C/D	Manage Public Purchase. A. questions.			6.0		8.0		3.0							\$2,268.00	
E	Pre-Bid Job Walk	4.0		6.0		8.0									\$3,000.00	
F	Review bids, recommend award.	4.0		4.0				3.0							\$1,940.00	
	Supplies, Postage														\$400.00	
	Sub-Total														\$9,800.00	
Summary:									Preliminary Construction Estimate			\$2,200,000.00				
									Preliminary, Design, and Bidding Phases Combined		10.9%	Services as a Percent of Construction				
Total: Preliminary, Design, and Bidding, Phase Services															\$239,571.00	
Notes and Assumptions																
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.															
2	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.															



March 14, 2024

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

Subject: Authorization for tuition reimbursement for one staff member

Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Katya Haussler. Ms. Haussler has completed and passed this course at the University of Massachusetts.

Budget

Course	Tuition	Books	Total
Business & Professional Studies	\$1,630.00	46.24	\$1,676.24
Total			\$1,676.24

Overall Impact

Approved 2023-2024 Budget for Education	\$23,272.00
Previously Approved for Education	\$16,563.20
Current Balance for Education	\$6,708.80
Amount of this Request	\$1,630.00
Balance Remaining if Approved	\$5,078.80

Recommendation


I recommend we repay Mrs. Haussler. The District will benefit as a result of additional training and these classes will assist the Accounting Clerk's pursuit of her bachelor's degree.

Sincerely,

Veroneka Reade
Manager of Finance & Administration

UMass Global Account Detail for Term

B00687725 Katya Haussler
May 06, 2024 07:09 am

 Review detail transactions on your account, including current and future balance totals for the selected term and other terms.

202425 Spring 2024 Session 2 (8 Wks) Term Detail

Description	Item Date	Charge	Payment	Balance
Technology Fee	04-MAR-2024	\$130.00		
Bachelors Tuition Spring 2	04-MAR-2024	\$1,500.00		
Bachelors Tuition Spring 2	04-MAR-2024	-\$1,500.00		
Bachelors Tuition Spring 2	04-MAR-2024	\$1,500.00		
Web Check/ACH Payment	29-FEB-2024		\$1,630.00	
Net Term Balance				\$0.00
Net Balance for Other Terms:				\$0.00
Account Balance:				\$0.00
Current Amount Due as of May 06, 2024:				\$0.00



No Installment Plans exist on your record for the selected term.

[Select Another Term](#) [Make Payment Online](#)

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Your University of Massachusetts Global Bookstore Virtual Store order
#12000000112443- Update

customerservice@efollett.com <customerservice@efollett.com>

Wed 2/28/2024 7:00 PM



ORDER UPDATE

Hello,

Thank you for your order. The items below have shipped. Your order may arrive in multiple packages.

Accessing Your Digital Materials

Product Details:

Pearson eText Principles of Marketing --
Instant Access Pearson+ Single Title
Subscription, 4-Month Term
Author:Kotler
Edition:18th
Digital Edition
Duration: 120 Days

DIGITAL ACCESS INFORMATION: To
access your digital selection, simply click on
the Access URL and follow instructions

Access URL:

<https://brytewave.redshelf.com/>

Access Code: A7NMNHSF4DXA3H31

Order Summary

Order Number: 12000000112443

Order Date: Feb 28, 2024

Receipt Method: No Shipping Required

Ship to:



Order Details

Product Details:

Pearson eText Principles of Marketing --
Instant Access Pearson+ Single Title
Subscription, 4-Month Term
Author:Kotler
Edition:18th
All > Spring II 2024 > MKTU > 301 > ALL
Duration: 120 Days

STATUS:FULFILLED

Qty: 1

Unit Price: \$43.96

RENT DIGITAL

Product Total: \$43.96

Digital Delivery Fee : \$4.99

Product Total:	\$43.96
Digital Delivery Fee (1item):	\$4.99
Sales Tax:	\$0.00
Rental Tax:	\$0.00
Tax Total:	\$0.00
<hr/>	
Order Total [USD]:	\$48.95 (USD)

Contact Information

University of Massachusetts Global
Bookstore Virtual Store
6700 Sloane Dr
Little Rock, AR 72206
Call Center 800-381-5151
email: customerservice@efollett.com

Return Policy

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Order Status

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Final Grades

B00687725 Katya Haussler
Spring 2024 Session 2 (8 Wks)
May 06, 2024 07:06 am

Student Information

Current Program

Bachelor of Business Admin.

Level: Undergraduate

Program: BBA in Business Admin

Admit Term: Spring 2024 (16 Wks)

Catalog Term: Fall 2023 (16 Wks)

College: Business & Prof Studies

Campus: Online

Major and Department: Business Administration, Business Administration

Major Concentration: Finance

Academic Standing:

Undergraduate Course work

<u>CRN</u>	<u>Subject</u>	<u>Course</u>	<u>Section</u>	<u>Course Title</u>	<u>Campus</u>	<u>Final Grade</u>	<u>Attempted</u>	<u>Earned</u>	<u>GPA Hours</u>	<u>Quality Points</u>
65811	MKTU	301	OL2	Principles of Marketing	Online	A	3.000	3.000	3.000	12.000

Undergraduate Summary

	<u>Attempted</u>	<u>Earned</u>	<u>GPA Hours</u>	<u>Quality Points</u>	<u>GPA</u>
Current Term:	3.000	3.000	3.000	12.000	4.000
Cumulative:	9.000	9.000	9.000	36.000	4.000
Transfer:	126.150	123.150	117.650	423.612	3.601
Overall:	135.150	132.150	126.650	459.612	3.629

[Select another Term](#)

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RESOLUTION NO. 934

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ESTABLISHING AND ADOPTING THE HOMEBUILT AIRCRAFT PROGRESS GOALS CLAUSE POLICY

WHEREAS, the Board of Directors desires to establish clear requirements regarding progress goals for homebuilt aircraft; and

WHEREAS, the Board of Directors is tasked with ensuring the best possible use of District property,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District, that the Homebuilt Aircraft Progress Goals Clause, set forth in Annex "A" (attached and incorporated by this reference), shall be effective for the Santa Maria Public Airport, as of July 1, 2024.

If any provision, clause, sentence, paragraph, rate, charge, or fee of this Resolution, or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application. To this end, the provisions of this Resolution are declared severable.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on May 23, 2024, on Motion of _____, Seconded by _____, and carried by the following roll call vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Ignacio Moreno, President

ATTEST:

Steve Brown, Secretary

Homebuilt Aircraft Progress Goals Terms and Conditions

These Homebuilt Aircraft Progress Goals Participation Terms and Conditions (“Conditions”) are required by the Santa Maria Public Airport District (“District”) as a condition of constructing of homebuilt aircraft within the premises leased from the District and shall constitute additional written terms to the Hangar Lease Agreement (“Lease”) entered into between Lessee and the District. Capitalized terms used herein shall have the meaning given them in the Lease.

1. **Objective:** Lessee agrees to construct and complete a homebuilt aircraft within the premises leased from the District in accordance with these Conditions.
2. **Annual Progress Goals:** Lessee commits to achieving specific yearly progress goals towards the completion of the homebuilt aircraft. These progress goals shall be as follows:
 - a. **Year One:** Complete at least 30% of the construction of the homebuilt aircraft, which shall include major structural components.
 - b. **Year Two:** Achieve 60% completion of the homebuilt aircraft, which shall include installation of essential systems and components.
 - c. **Year Three:** Attain 90% completion of the homebuilt aircraft, which shall include final assembly and integration of all components.
 - d. **Year Four:** Finalize and conduct thorough testing of the homebuilt aircraft to ensure compliance with safety and regulatory standards.
3. **Verification of Progress:** Lessee agrees to provide documented evidence of progress towards the yearly goals as outlined above to the satisfaction of the District. This may include photographs, progress reports, or other forms of verification as requested by the District.
4. **Non-Compliance:** In the event that the District determines that the Lessee fails to meet the specified progress goals within the designated timeframe, the District reserves the right to take appropriate action, which may include but is not limited to, termination of the Lease.
5. **Completion and Compliance:** Upon successful completion of the homebuilt aircraft within the agreed-upon timeframe in these Conditions and meeting all safety and regulatory requirements, Lessee shall notify the District and provide evidence of completion and compliance.
6. **Additional Terms:** Any additional terms and conditions related to the construction, completion, and operation of the homebuilt aircraft shall be subject to negotiation and inclusion in the Lease in a signed writing as mutually agreed upon by both parties.

7. **Legal Compliance:** Lessee shall ensure that all activities related to the construction, completion, and operation of the homebuilt aircraft comply with all applicable laws, regulations, and guidelines, including those set forth by relevant aviation authorities.

Execution: By constructing and storing a homebuilt aircraft within premises leased from the District, Lessee understands that these Conditions are binding on Lessee. This clause shall be deemed an integral part of the lease agreement between the Lessee and the Santa Maria Public Airport District and shall be binding upon both parties upon execution.

SANTA MARIA PUBLIC AIRPORT DISTRICT (“DISTRICT”)

By:

General Manager or Designee

Date

LESSEE

By:

Signature

Date

Name

Title (if a business or other entity)

SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS HANGAR LEASE ELIGIBILITY AND USE POLICY

1. **Eligibility.** To be eligible for an aircraft storage hangar, **a potential tenant must provide one of the following documents at the time of application:**

- a. Individual Ownership: Federal Aviation Administration (FAA) Certificate of Aircraft Registration with the aircraft owner's name listed, or:
- b. Co-ownership/Partnership: FAA Certificate of Aircraft Registration with co-owners/partners names listed. All members of any co-ownership shall also be listed as such on the hangar lease agreement, or:
- c. **Flying Club or Corporate Ownership: FAA Certificate of Aircraft Registration with the Flying Club or Corporate name listed, and a current membership roster submitted to the Airport annually, or:**
- d. **Leased Aircraft: FAA Certificate of Aircraft Registration with the rightful owner listed and a copy of the lease demonstrating exclusive possession by the lessee from the lessor. The lease shall be submitted for review to the General Manager, Finance and Administration or designee and approved prior to occupancy. Aircraft leased or transferred from one individual to another with the intent to gain occupancy of a District owned hangar will be considered a sublease and is not permitted under the Hangar Lease Eligibility & Use Policy, or:**
- e. A copy of an Aircraft Bill of Sale and an application for Aircraft Registration that has been submitted to the FAA, will satisfy this requirement for a period of ninety (90) days or until the official FAA Aircraft Registration is received.
- f. Show proof that the potential tenant intends to construct an aircraft and District has the right to **require a build plan that is mutually agreed upon by the District or applicant can agree to the Homebuilt Aircraft Progress Goals Clause** and inspect the progress of completion on a yearly basis, and;
 - a. **Homebuilt Aircraft are not eligible for the Corporate or Corporate T wait list until the build is completed.**
- g. Apply at District's office (if no vacant hangars are available) for placement on the Hangar Waiting List.
- h. Will agree to the stipulations that the potential tenant:
 - (1) Will not store any flammable fluids, welding, spray painting or flame producing equipment inside the hangar, except in accordance with current Santa Maria Fire Department fire safety regulations, and;
 - (2) Will permit no activity within the premises involving fuel transfer, welding, torch cutting, torch soldering, doping (except with nonflammable dope), or spray painting, and;
 - (3) Will perform no maintenance, nor cause to have performed, any maintenance on aircraft while it is stored within the hangar beyond the "preventive maintenance" described in FAR Part 43, Appendix A, except "major repairs or major alterations" of an aircraft under the direct

supervision of a mechanic, properly and appropriately certificated by the Federal Aviation Administration and in compliance with Santa Maria Fire Department fire safety regulations and having a fixed place of business on the airport or holding a Commercial Use Permit from the District for aircraft maintenance services (per paragraph 16 of the Santa Maria Public Airport Rules and Regulations as amended through 6/24/04). This restriction does not relieve the operator, or pilot in command, of the requirement to ensure the airworthiness of the aircraft as required by appropriate Federal Aviation Regulations, and;

(4) Will not use the premises for construction of an aircraft, except in strict compliance with the applicable provisions of FAR Part 21 and the direction of the type certificate holder and under the supervision of a Designated Airworthiness Representative of the FAA, and;

(5) Will store only such additional material within the hangar as may be necessary for the proper maintenance and care of the aircraft, and, after written notice, will immediately remove any material judged by District's General Manager to be inappropriate or hazardous, and;

(6) Will allow automobiles to be parked within the hangar temporarily, and then only while the aircraft is out of the hangar, and;

(7) Will not install any lock, except the one provided by the District, and;

(8) Will maintain each aircraft stored in a hangar in operating and airworthy condition, except active restoration by Tenant of his or her aircraft or building of a "homebuilt" type aircraft which is subject to periodic inspection. **Inspection is to ensure demonstratable progress toward completion is being made and to ensure the hangar is not being used to merely store aircraft parts.** Supervision by a mechanic as described in paragraph 1, subparagraph e (3) or e (4) is required, and;

(9) Will not have been previously evicted from any premises on the airport. If such eviction has occurred Tenant may appeal to the Board of Directors and be allowed on the wait list upon a four-fifths favorable vote of the Board. Tenant must also reimburse District for all legal fees incurred due to the previous eviction prior to entering into a new lease or taking possession of the premises. This provision shall also apply to any applicant that is affiliated with any previously evicted tenant including, but not limited to, an Applicant that is or was an owner, officer, partner, shareholder, member, manager of a previous tenant, and;

(10) Will not conduct a commercial activity on the premises. The District has hangars that have been specifically established for commercial activity. Please contact District to determine which premises are currently available for commercial use.

2. Retention of Hangar. To be eligible to retain a hangar currently under lease:

a. A potential tenant must continue to meet the requirements of 1 (a) through 1 (f). A tenant, who is not in default under his or her lease, shall not be evicted to make the hangar available for a larger aircraft.

b. A tenant, who sells an aircraft which qualifies him for a hangar space lease, has ninety (90) days to replace that aircraft in order to retain the lease. At the end of ninety (90) days, if the aircraft has not been replaced, the District will give thirty (30) days' written notice to vacate, as provided in paragraph 3 of the lease.

c. The sublease of a hangar unit is specifically prohibited, except when authorized by the General Manager pursuant to a hangar space sublease. General Manager may make such authorization on a case by case basis, upon written request. In no case shall a sublease exceed six consecutive months.

3. Waiting Lists:

a. Separate waiting lists will be maintained for applicants for T-hangars and Corporate hangars.

b. As a hangar becomes available, the Applicant who has been on the list the longest, and who has selected the hangar type (as discussed below) will be contacted and offered the hangar. Upon the second refusal or failure to respond, applicant will be removed from the waiting list. After removal, individual must wait 6 months before filling out a new application. The Lease will commence no later than 30 days following the availability of the hangar. Upon the commencement of the lease, a security deposit of \$250.00 and the first month's rent will be due.

4. General. The District reserves the right to establish, from time to time, rules and regulations that will apply to hangar tenants in their use of the leased premises and in their use of the rest of the airport facilities. The District agrees to give three-(3) weeks' advance written notice to tenants and hold a public hearing, prior to adopting such rules and regulations. Tenant agrees to comply with such rules and regulations.

SANTA MARIA PUBLIC AIRPORT DISTRICT HANGAR WAITING LIST RULES

Applicants will be added to the Hangar Waiting List on a first come, first served basis. Applicants will be added to the list only after signing a copy of the Hangar Waiting List Rules and indicating the desired hangar from the "List of District Hangars". **It is the responsibility of the applicant to keep this information current with Airport Administration.**

- To prove eligibility for a hangar, an aircraft owner must provide one of the following documents at the time of application:
 - Individual Ownership: Federal Aviation Administration (FAA) Certificate of Aircraft Registration with the aircraft owner's name listed, or:
 - Co-ownership/Partnership: FAA Certificate of Aircraft Registration with co-owners/partners names listed. All members of any co-ownership shall also be listed as such on the hangar lease agreement, or:
 - Flying Club or Corporate Ownership: FAA Certificate of Aircraft Registration with the Flying Club or Corporate name listed, and a current membership roster submitted to the Airport annually, or:
 - Leased Aircraft: FAA Certificate of Aircraft Registration with the rightful owner listed and a copy of the lease demonstrating exclusive possession by the lessee from the lessor. The lease shall be submitted for review to the General Manager, Finance and Administration or designee and approved prior to occupancy. Aircraft leased or transferred from one individual to another with the intent to gain occupancy of a District owned hangar will be considered a sublease and is not permitted under the Hangar Lease Eligibility & Use Policy, or:
 - A copy of an Aircraft Bill of Sale and an application for Aircraft Registration that has been submitted to the FAA, will satisfy this requirement for a period of ninety (90) days or until the official FAA Aircraft Registration is received.
 - If tenant intends to construct an aircraft, **the tenant must present a build schedule prior to commencement of the lease which is mutually agreed upon by the District or tenant agrees to abide by Homebuilt Aircraft Progress Goals Clause.** District will request pictures or inspect the progress of completion on a yearly basis.
 - **Homebuilt Aircraft are not eligible for the Corporate or Corporate T wait list until build is completed.**
- Position on the waiting list will be determined by the date and time of the request.

- Separate waiting lists will be maintained for the T, Corporate T, and Corporate, Hangars.
 - Aircraft must be airworthy to be eligible for all Corporate type hangars.
- Current tenants who wish to lease additional hangars must be in good financial standing with the District before signing a new lease.
- When a hangar becomes available, the Airport Administration will notify the individual at the top of the appropriate waiting list. Offers shall be made chronologically (oldest to newest). The Lease will commence no later than 30 days following the availability of the hangar. Upon the commencement of the lease, a security deposit of \$250.00 and first-month's rent will be due.
- Applicant must respond to the offer made within three (3) business days. A "pass" response or failure to respond in three (3) business days will be considered a decline.
- Airport Administration will attempt to contact individuals on the list by two different means. Each applicant is permitted one (1) refusal or pass-over. Upon the second refusal or failure to respond, applicant will be removed from the waiting list. *After removal, individual must wait 6 months before filling out a new application.*

Hangar occupancy is dependent on the applicant's ability to meet all conditions specified in the Santa Maria Public Airport District Hangar Space Lease and does not guarantee a lease commitment.

Any Applicant previously evicted from District property is not eligible to be placed upon the wait list. Applicant can appeal this decision and be placed on the wait list if the Board of Directors approves the request by a four fifths favorable vote of the Board. All legal fees associated with the previous eviction must be reimbursed to the District prior to being placed on the wait list. This provision shall also apply to any applicant that is affiliated with any previously evicted tenant including, but not limited to, an Applicant that is or was an owner, officer, partner, shareholder, member, manager of a previous tenant.

Hangar swaps will be evaluated on a case-by-case basis incorporating the hangar waiting list as priority. If a tenant wishes to obtain a different hangar, he/she may establish a position on the wait list. Tenant will not be eligible to obtain a different hangar within the first three months of the start of a new lease.

The attached form is a listing and description of the hangars owned by the Santa Maria Public Airport District. The Applicant will only be assigned a hangar, which has been previously selected on the List of District Hangars form by the Applicant. An Applicant must select at least one size/type of hangar but may select any and all available hangars. Forms may **only** be modified by the Applicant at any time **prior** to the offer of a hangar. Any additional hangars selected will be added to bottom of wait list.

The Applicant, by signing this document, certifies receipt of an agreement with these rules.

I, the applicant, agree to pay first month's rent of the assigned hangar I have selected on the attached form, and an additional \$250 security deposit upon commencement of the lease.

A written decline to accept the hangar is required which will begin the forfeiture process as described. However, should the applicant fail to provide a written decline, Airport Administration can write in the file the date and time of the verbal decline.

I acknowledge receipt of the Santa Maria Public Airport District's Hangar Space Lease Policy.

I authorize the Santa Maria Public Airport District to prepare the necessary Hangar Space Lease when a hangar, which I have selected, becomes available.

Name

Date

Signature

May 23, 2024

HANGAR SPACE LEASE AGREEMENT

By this lease, ("Lease"), dated [DATE] and commencing ~~DATE~~ July 1, 2024 ("Lease Commencement Date"), District leases to Tenant, on the terms and conditions hereinafter set forth, the Premises at the Airport on a calendar month-to-month tenancy in consideration of payment by Tenant to District of monthly rent for the month-to-month tenancy of \$ ~~_____~~ \$ _____ (subject to increase as provided in Section 4), in advance, on the first day of each and every calendar month, without prior notice, demand, deduction or offset, and continuing thereafter until this ~~lease~~ Lease is terminated.

1. **Definitions:** The following words and phrases used in this ~~lease~~ Lease shall have the meaning set forth opposite them:

District: Santa Maria Public Airport District

District's Address: 3217 Terminal Drive
Santa Maria, CA 93455

District's Phone: (805) 922-1726

Email: airport@santamariaairport.com

Tenant(s): [First, Last, An Individual]

Tenant's Address: Address, City, State, Zip

Tenant's Phone: (805) 000-0000

Tenant's Email: Email Address

Airport: Santa Maria Public Airport
Santa Maria, California

Premises: Hangar ___ at _____ Airpark Drive at the Airport.

2. **Permitted Uses of Premises. Tenant shall use the Premises only for the Permitted Uses of Premises, as described below:**

- a. Storage of aircraft registered to Tenant.
- b. Storage of an automobile while the aircraft is being operated outside the hangar. (Per District Resolution 686 regarding Airport Driving Rules and Regulations marked Exhibit "A" attached hereto and made a part hereof, and as the same may be amended by from time to time by the District board of directors)
- c. Storage of equipment and tools used for preventive maintenance, construction or restoration of an aircraft, including, but not limited to, personal items such as

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chairs, refrigerators and flameless heaters located 36 or more inches above the floor. Catalytic heaters are not permitted.

- d. Maintenance, construction and restoration of an aircraft as described in FAR Part 43, Appendix A, or under the direct supervision of a mechanic, properly and appropriately certified by the Federal Aviation Administration ("FAA") and in compliance with the Santa Maria Fire Department fire safety regulations and having a fixed place of business on the airport or holding a Commercial Use Permit from the District for aircraft maintenance services. This provision does not relieve the operator or pilot in command of the requirement to ensure the airworthiness of the aircraft as required by appropriate Federal Aviation Regulations. If Tenant intends to construct an aircraft, District reserves the right to inspect the progress of completion on a yearly basis **to ensure demonstratable progress toward completion is being made and to ensure the hangar is not being used to merely store aircraft parts.**
 - i. **If Tenant does plan on constructing an aircraft, the build plan provided to the District will be attached hereto marked as Exhibit "D"**

3. Termination. Except as otherwise specifically provided in Section ~~8-10~~, Damage or Destruction of Premises, either party may terminate this ~~lease~~Lease upon giving the other party at least thirty (30) days' prior written notice of termination. The monthly rent will be prorated to the date of termination.

a. Non-curable Defaults: Notwithstanding paragraph (a), the parties acknowledge that because the Premises is part of an airport, severe, dangerous circumstances could occur that would warrant District proceeding with terminating the lease upon notice under Code of Civil Procedure section 1161(3) or (4) (relating to non-curable breaches) instead of the 30-day notice specified in paragraph (a). Specifically, termination upon notice under Code of Civil Procedure section 1161(3) or (4) may occur when the breach or default cannot be cured by Tenant after notice; when Tenant uses the Airport for an unlawful purpose; when Tenant commits, maintains, or allows the commission or maintenance of a nuisance (as defined in Civil Code section 3479 et seq.) on the Airport; or the breach or default causes a serious risk to the safety or security of persons or property at the Airport, including, without limitation, a deliberate act of violence; criminal activity that jeopardizes the Airport or people or property thereon; willful disobedience of published rules and regulations; or willful disobedience of lawful instructions of District staff relating to aircraft operations or an immediate safety or security need at the Airport. In these circumstances, maintaining the lease for an additional 30 days would result in danger to the public, other tenants, or the Airport. The parties do not intend de minimis breaches or trivial defaults to warrant termination upon notice under Code of Civil Procedure section 1161(3) or (4).

b. General: The enumeration in this Lease of various grounds for default does not mean that such enumerated grounds are the only grounds for default under this Lease. The parties do not intend to limit any other rights either party may have under

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Code of Civil Procedure section 1161. Termination as provided in this section does not constitute a waiver of damages or any other remedy available to either party because of such default. Each term and condition of this Lease is both a covenant and a condition.

4. Rent Payments: Monthly Rent Increases. All rent is payable by Tenant to District at District's Address, or at such other address as District may direct in writing to Tenant. Monthly rent for the month-to-month tenancy may be increased from time to time by District's board of directors by giving Tenant at least thirty (30) days' prior written notice of such increase.

a.5. Security Deposit: A security deposit of **\$250.00** is due and payable upon commencement of the ~~lease~~Lease. The Airport District may use the security deposit of **\$250.00** or any portion thereof, to cure default or compensate District for damages sustained from Tenant's default. Upon ~~lease~~termination of the Lease and a final accounting by District, any balance of the security deposit shall be refunded to Tenant without interest. If Tenant fails to return access security cards, an amount equal to the amount listed in the rates in charges for replacement card will be deducted from the security deposit for each unreturned card.

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~~**b. Additional Non Airworthy Aircraft Storage Fee:** An additional 40% charge will be in effect for non airworthy aircraft. District Staff will determine the status of an aircraft and applicability of the fee based on logged flights through third party sources, actual observation of flight activity, and annual hangar inspections. Should an aircraft be identified as non airworthy, tenants may provide evidence that the aircraft listed on the Hangar Lease meets the conditions of Part 5 91.409. The following options are acceptable records that meet the intent of the Non Airworthy Aircraft Fee:~~

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~~i. Copy of the Aircraft Maintenance Logbook entry that indicates current airworthy status (annual inspection); or~~

~~ii. Annual Inspection Receipt or an invoice from aircraft maintenance shop or inspector that includes the Aircraft Registration Number; or~~

~~iii. Other means that meets the intent of the Non Airworthy Aircraft Fee, including condition inspections for experimental aircraft.~~

~~iv. The General Manager or designee may authorize a fee waiver if requested upon changed circumstances in a particular aircraft that will be corrected within a set period of time. Requests will be evaluated on a case by case basis and limited to a six (6) month waiver upon submission of a plan to correct any issues with the aircraft, with the flexibility to further extend for another period not to exceed a total waiver of twelve (12) months based on demonstrated progress or circumstances that warrant an extension.~~

5.6. Late Charge. Tenant acknowledges that late payment by Tenant to District of rent

will cause District to incur costs not contemplated by this ~~lease~~Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge is not a penalty and represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

6.7. Tenant's Agreements: Tenant shall do all of the following:

- a. Comply with the rules, regulations and directives of the District related to use of the Airport and its facilities.
- b. Comply with, at Tenant's expense, all laws, regulations, ordinances and orders of federal, state and local governments as they relate to Tenant's use of Tenant's aircraft or Tenant's use or occupation of the Premises, the Airport, or Airport facilities. Tenant acknowledges receipt of a copy of the District's ~~Policy Regarding~~ Hangar Lease Eligibility and Use Policy as amended on May 2024 (marked Exhibit "B" attached hereto and made a part hereof), and as the same may be further amended from time to time by the District board of directors. A copy of all policies may be obtained by tenant through the District office.

† Tenant acknowledges that hangar access within the Air Operations Area ("AOA") of the Airport is limited to the areas marked on Exhibit "B" only
_____(Initials)._____

(Initial Here _____)

- c. Keep the Premises in good order and condition, free of dirt, trash, and debris, at Tenant's expense.
- d. Deliver possession of the Premises to District on termination of this lease in at least as good condition as it is at the inception of this lease, ordinary wear, and tear and damage by fire or act of God excepted, and free of any personal property.
- e. Tenant must, at its own cost, remove all aircraft and personal property of any kind from the Premises at the termination of this Lease. Tenant shall be solely responsible for the cost of removing any and all aircraft and other personal property and repair of any damage, including those caused by alterations, improvements, or additions, whether or not the alterations, improvements, or additions were approved by the District.

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f. If Tenant does not remove, or has not completed removal of, any personal property other than aircraft within seven (7) days after the termination, title to any remaining personal property other than aircraft will vest in the District as provided by law. The District may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Tenant must pay the District the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by the District as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Lease.

g. If Tenant does not remove, or has not completed removal of, all aircraft within seven (7) days after the termination of this Lease, all remaining aircraft may be removed by the District and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost of moving the aircraft must be paid by tenant. Once moved to another location on the Airport, Tenant must remove all aircraft from the Airport within three (3) days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, District may commence lien sale proceedings as provided by law. This subsection will survive the termination of this Lease.

h. Tenant hereby grants to District a lien against the Hangar, Aircraft, and all personal property that Tenant stores in the Hangar. This lien exists and continues for all unpaid amounts that Tenant may owe District, from time to time, and District's assertion of the lien does not relieve Tenant from the obligation to pay the monthly rent as provided in this Lease. In the event Tenant does not fully and immediately discharge all unpaid amounts, District is hereby granted and has the right to take and recover possession of the Hangar and satisfy the District's lien in accordance with sections 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure. District may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs in connection with the repossession of said Hangar, aircraft, or personal property and assertion of the lien. This subsection will survive the termination of this Lease.

e.i. Pay, before delinquency, all taxes and assessments levied by any governmental agency on the leasehold interest of Tenant. Tenant acknowledges that by entering into this lease, a possessory interest subject to taxation may be created. Tenant shall pay all such possessory interest taxes.

f.i. Furnish District a copy of the FAA registration certificate for each aircraft stored in the Premises, within thirty (30) days of commencement of the lease, within thirty (30) days of acquiring a different or additional aircraft, and immediately after District's written request for such a copy at any other time. Should Tenant's aircraft registration with the FAA expire, Tenant shall have thirty (30) days after expiration to register the aircraft.

g.k. Use only the lock provided by District to secure the Premises.

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~~h.l.~~ Tenant may add an alarm with written approval from the District and must provide the code to District staff.

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~~i.m.~~ If Tenant sells aircraft, ~~he~~Tenant is required to notify the District's Administration Office within ten (10) ~~working~~business days. Tenant agrees to replace sold aircraft within ninety (90) days.

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~~j.n.~~ In the event of Tenant's death, Tenant's personal representative or heirs at law will have six (6) months from the date of death to vacate the premises.

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~~k.o.~~ The rental fee includes a charge for electricity. Gas, water, and sewer are not available. Trash disposal is Tenant responsibility. **Outside trash is not permitted.**

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~~l.p.~~ Tenant understands that the electrical usage is limited to the activities associated with aircraft storage only. The electrical service provided to the Premises shall not be altered in any way, unless authorized by District.

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7-8. Prohibitions. Tenant shall **not** do any of the following:

- a. Store property outside the Premises or store any property in the Premises, unless authorized as Permitted Uses of the Premises.
- b. Commit or suffer excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport.
- c. Alterations shall not be made without District approval. If alterations are made, Tenant shall restore Premises to its original state upon vacating or obtain permission from District to vacate without such restoration.
- d. Fasten or erect any sign on the Airport.
- e. Assign this lease or sublet the Premises. The sublease of all or any part of a hangar unit is specifically prohibited, except with prior written approval by the General Manager. Pursuant to a hangar space sublease, General Manager or his designee may make such authorization on a case-by-case basis upon written request. Approval of the sublease is contingent upon the Tenant's continued storage of an aircraft registered in ~~his/her~~Tenant's name in the hangar. The General Manager, or ~~his~~their designee, reserves the right to deny any such application to sublease when, in ~~his~~their sole discretion, ~~he~~they determines that such sublease agreement would not be in the best interests of the District, would conflict with the District's current policy regarding hangar lease eligibility and use, would interfere with the efficient and effective administration or enforcement of hangar space leases of the District, or would allow circumvention of the Hangar Waiting List maintained by the District. The Tenant under this ~~lease agreement~~Lease shall continue to be responsible for the performance of the terms and conditions of the lease and sublease and shall indemnify and hold the District harmless from any failure of the subtenant to perform under the sublease.

- f. Permit a third party to use the Premises except with prior written approval of District.
- g. Make use of the Premises or Airport in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard.
- h. Use, keep or store in the Premises any combustible or flammable liquids, gases, or substances, except fuel and lubricants in the aircraft's systems and excepting new lubricating engine oil, grease and other combustible liquids necessary to the permitted uses when stored in Underwriter Laboratory listed containers.
- i. Permit any activity within the Premises involving fuel transfer, welding, torch cutting soldering, doping (except with nonflammable dope) or spray painting.
- j. Conduct a commercial activity on the Premises.
- k. "Swapping" hangars with another tenant is prohibited. This practice affects the prospective hangar wait list tenants.
- l. Adding names to this lease after it is signed is prohibited. This practice affects the prospective hangar wait list tenants.

9. Condition of Premises. Tenant has examined and knows the condition of the Premises, has received the same "as is," and acknowledges that no representations as to the condition of the Premises have been made by the District prior to or at the execution of this Lease.

9.10. Damage or Destruction of Premises. In the event the Premises are damaged or destroyed and unfit for use by Tenant, either party may terminate this lease upon seven (7) days' prior written notice thereof and the monthly rent will be prorated to the date of the damage or destruction.

A Tenant so terminated retains priority for the next available hangar if the damage or destruction is due to events beyond the Tenant's control. Where more than one tenant is terminated pursuant to this clause, replacement hangar space will be provided according to seniority of occupancy.

9.11. Entry by District. District reserves the right to enter the Premises at any reasonable time to make repairs, inspect for ~~lease~~Lease compliance, or in case of emergency. District will provide Tenant with a combination lock. The lock will be returned to District upon termination of this ~~lease~~Lease. If Tenant fails to do so, Tenant shall pay for a new lock, re-keying deemed necessary by District. Tenant acknowledges that use of a lock other than that supplied by District is not authorized. Tenant further agrees that District may remove any unauthorized lock at any time without notice, with no liability to District, and replace any such lock with a District lock.

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40.12. Notices. Any notice under this ~~lease~~Lease shall be in writing and shall be deemed to have been properly given if properly addressed to the addresses set forth in this Lease or other such address as either party may designate by notice in accordance with this paragraph: (i) personally delivered, (ii) sent by first-class U.S. mail postage paid, or (iii) sent by electronic mail. Notice shall be deemed given on the earlier of: (i) actual receipt by the receiving party, (ii) forty-eight (48) hours after mailing by first-class, U.S. mail, postage paid, to District's address and Tenant's address, or at any other time of personal delivery, telephone message, or facsimile; provided either party may change its address, phone number deposited with the United States Postal Service, or facsimile number for notices only by written notice to the other party (iii) the date on which the electronic mail is transmitted.

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41.13. Compliance With Governmental Requirements. Tenant shall comply with all rules and regulations, ordinances, statutes and laws of all county, state, federal and other governmental authorities, now or hereafter in effect pertaining to the Airport, the Premises, or Tenant's use thereof.

42.14. Hazardous Substance And Waste. Tenant shall comply with all laws regarding hazardous substances and wastes relative to occupancy and use of the Premises. Hazardous substances and wastes located on the Premises or Airport by Tenant, Tenant shall be liable and responsible for:

- a. removal of any such substances and wastes,
- b. costs associated with storage or use of hazardous substances,
- c. any damages to persons, property and the Premises or Airport,
- d. any claims resulting therefrom,
- e. any fines imposed by any governmental agency,
- f. any other liability as provided by law,
- g. reporting any release of hazardous materials to District
- h. placing a drip pan under each engine of stored aircraft.

43.15. Indemnification. Tenant shall defend, protect, indemnify and hold harmless District, its directors, officers, employees, agents, and representatives ("District, etc. ~~"), at all times from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("liabilities, etc.") arising out of or in any way connected with: the acts omissions of Tenant or his/her its officers, agents, employees, guests, customers, visitors, or invitees; or Tenant's operations on, or use of occupancy of, the Premises or the Airport or Airport Facilities. Tenant shall indemnify and hold "District, etc. "harmless from and against any "liabilities, etc." Including third party claims, environmental requirements and environmental damages defined in Exhibit "C"; Hazardous Material Definitions, as attached and incorporated herein by reference. Tenant shall notify District and City of Santa Maria Fire Department and County Fire Department immediately of any release of hazardous or toxic materials on the Premises or by Tenant elsewhere on the Airport.~~

The foregoing indemnification excludes only liability or loss caused by the sole active negligence or willful misconduct of District.

14-16. Environmental Requirements. Tenant's use of Premises shall comply with the Airport District General Storm Water Discharge Permit, Federal Water Pollution Control Act, National Pollutant Discharge Elimination Permit and the Santa Maria Public Airport District Storm Water Prevention Plan.

15-17. Animals. Dogs are permitted in the AOA Hangar Access Area (as shown in Exhibit "B") if kept on a leash at all times. If District staff finds a dog off leash, the dog will be immediately and permanently removed from Airport property. All animal waste must be immediately removed from the Airport property and disposed of properly. Animals determined by the General Manager, in his absolute discretion, to be an annoyance or a risk to the health and safety of the public shall be immediately and permanently removed from the Airport property.

16-18. Default. —In the event Tenant fails to pay rent when due or is in default under any provision of this ~~lease~~Lease, District may terminate this ~~lease~~Lease and resort to the rights and remedies provided by the laws of the State of California.

17-19. Attorneys' Fees. In event of action at law or in equity between District and Tenant arising out of this ~~Agreement~~Lease or any right or obligation derived herefrom, then in addition to all other relief at law or in equity, the prevailing party shall be entitled to recover from the unsuccessful party all attorneys' fees and costs incurred by the prevailing party.

18-20. Possessory Taxes. Tenant shall be solely responsible for the payment of possessory interest taxes as might be levied by the County of Santa Barbara.

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21. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

22. Modifications in Writing. This Lease may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this Lease.

19-23. Waiver.— No waiver by District of any breach of any covenant or condition shall be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's acceptance of rent with knowledge of Tenant's violation of a covenant, including nonpayment of rent, shall not waive District's right to enforce any covenant of this ~~lease~~Lease. District shall not be deemed to have waived any provision of this ~~lease~~Lease unless the waiver is in writing and signed by District.

20-Insurance.

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~~a. A. Tenant is responsible for maintaining insurance coverage in accordance with this section during the term of this Lease and providing a valid certificate of insurance must be provided~~ with a 30-day cancellation notice ~~to the District.~~ The District must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the ~~below requirements in this section.~~ Tenant's aircraft(s) shall not be operated without the required insurance coverage.

~~b.24.~~ The following insurance coverage is required for Tenant's aircraft(s). Aircraft Liability: Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be ~~excluded.~~

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Commented [DC1]: I see that hangar keepers and other general liability coverage is not required? If so, would add: "Tenant agrees to name or otherwise add the District as additional insured under all insurance policies required under this Lease."

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IN WITNESS WHEREOF, the parties have executed this ~~lease~~-Lease.

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District

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SANTA MARIA PUBLIC AIRPORT DISTRICT

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By: _____
Martin Pehl, General Manager

Tenant

By: _____
First & Last

SANTA MARIA PUBLIC AIRPORT DISTRICT

RULES AND REGULATIONS – VEHICLES INSIDE AIRPORT OPERATIONS AREA

1. **General**

1.1. **Authority.** These Rules and Regulations are promulgated under the authority of Section 22555 of the Public Utilities Code of the State of California (California Airport District Act).

1.2. **Application of Rules and Regulations.** These Rules and Regulations shall govern drivers and vehicles within the Airport Operations Area on the Santa Maria Public Airport, located in the City of Santa Maria, County of Santa Barbara, State of California.

1.3. **Superintendence.** All persons entering any part of Airport property shall be governed by these Rules and Regulations.

1.4. **Enforcement.** Each employee of the Santa Maria Public Airport District is empowered, as a representative of the airport general manager, to require compliance with the Rules and Regulations.

1.5. **Violation of Rules and Regulations.** In addition to any other penalty that may be imposed as a result of violation of these Rules and Regulations, the Airport District reserves the right to deny or deprive any person of the use of the Airport or its facilities. Any person who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto, will be subject to the following penalties, in addition to the penalties pursuant to federal, state or local authorities.

1.5.1. Penalties for failure to comply with these Rules and Regulations shall consist of written warnings, suspension of airside driving privileges within the Airport Operations Area and/or revocation of driving privileges inside the Airport Operations Area.

1.5.2. Based on an evaluation of circumstances or the severity of a particular incident or incidents, the Airport District reserves the exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle inside the Airport Operations Area without regard to prior operating history.

1.5.3. The Airport District will provide a copy of all written warnings issued to an operator to the local manager of the company owning or in possession or control of the vehicle or vehicles in the violation(s).

1.6. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of these Rules and Regulations or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction or other competent agency, such decision will not affect the validity or effectiveness of the remaining portions of these Rules and Regulations.

1.7. Educational Materials. Airport District employees may distribute materials prepared by the Airport or FAA or others to assist in educating drivers of vehicles inside the AOA.

2. Definitions

2.1. AERONAUTICAL SERVICE PROVIDER: A person or firm who provides aviation support services at the Airport.

2.2. AIRPORT: The Santa Maria Public Airport, operated by the Santa Maria Public Airport District, in the City of Santa Maria, County of Santa Barbara, State of California.

2.3. AIRPORT AUTHORITY: The General Manager of Santa Maria Public Airport District or his authorized representative.

2.4. AIRPORT OPERATIONS: Airport department that is responsible for the safety and security of the Santa Maria Public Airport.

2.5. AIRPORT OPERATIONS AREA OR "AOA": That area inside the Airport security boundary (airfield perimeter chain-linked fence) in which aircraft movements take place (i.e., aircraft gate position, ramp areas, runways, taxiways, and areas in which both ground vehicles and aircraft frequently operate).

2.6. CONTROL TOWER: Facility operated by contractor pursuant to contract with the Federal Aviation Administration ("FAA") to control aircraft and vehicle ground movements on runways and taxiways. While the Control Tower does not have a positive control responsibility for aircraft or vehicles on non-movement areas (gate positions, ramps, etc.), they may provide assistance and/or advisories to aircraft and vehicles in these areas.

2.7. EMPLOYEE: A person employed on the Airport by an Airport tenant (i.e., airline, FBO, aeronautical service provider), authorized contractors or by the Santa Maria Public Airport District.

2.8. FIXED BASE OPERATOR (FBO): A firm which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels primarily to purchasers other than scheduled air carrier transport-type aircraft and/or providing one or more of the following general aviation service activities: (a) aircraft maintenance and/or servicing; (b) ground support services and (c) avionics equipment and systems maintenance. The term FBO commonly is used in reference to a general aviation commercial operator on an Airport.

2.9. MOVEMENT AREA: The runways, taxiways and other areas of the Airport which are utilized for taxiing, takeoff, and landing of aircraft, exclusive of ramps. Specific approval must be obtained from the Control Tower (e.g., 2-way radio clearance) for entry into the Movement Area.

2.10. NON-MOVEMENT AREA: The taxiways, taxi lanes and ramp areas not under the control of the Control Tower.

2.11. PRIVATELY OWNED VEHICLE (POV): A vehicle not owned by the Airport District or authorized commercial tenant or licensee.

2.12. RAMP: Areas on the Airport intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance. Two-way radio communication with the Control Tower is not required while operating on the ramp areas but is advised.

2.13. RESTRICTED AREA. Areas of the Airport requiring Airport Authority authorization or an authorized escort. Includes portions of the Airport Terminal, the Security Area, Movement Areas, and other areas of the AOA cross-hatched on Attachment 1, attached hereto and incorporated by this reference.

2.14. RUNWAYS: Areas on the Airport used for the take-off and landing of aircraft. Runways are numbered in relation to their magnetic direction rounded off to the nearest 10 degrees. Aircraft and vehicles operating on runways must have specific approval from the Control Tower (e.g., 2-way radio clearance) to do so.

2.15. SECURITY AREA: Area designated for Air Carrier Operations. Persons requiring unescorted access into this area shall display an authorized company or Airport issued badge, and will have passed a ten-year Criminal History Records Check, which is mandated by 49 CFR 1542.209.

2.16. SPECIAL OPERATIONS AREA: Includes the Security Area, as well as the full length of the commercial operations ramp plus the taxi lane in between the ramp and Taxiway A. All aircraft other than air carriers, and all vehicles are not permitted in this area unless authorized by the Control Tower or Airport Authority.

2.17. TAXIWAYS: Areas on the Airport used for the surface maneuvering of aircraft. Aircraft and vehicles operating on taxiways must have specific approval from the Control Tower (e.g., 2-way radio clearance) to do so. Taxiway edges are delineated by solid or dashed double yellow lines.

3. VEHICLE OPERATOR REQUIREMENTS

3.1. Airport Authorization and Driver's License Required: No person shall operate a motor vehicle within the AOA unless authorized by the Airport and the driver holds a valid driver's license.

3.2. Driver's License Compliance: The driver's license required shall be the same as required of residents by the State of California, Department of Motor Vehicles, or any other state Vehicle Department, as authorized by California Vehicle Code Section 12500 et seq. (non-resident exemption) to operate such vehicle on any public road or highway.

3.3. Employee Training Required: It is the employer's responsibility to ensure that its employees, who are required as a condition of their employment to operate motorized equipment within the non-movement area, are properly trained and qualified.

3.4. Employer's Responsibility for License: It is the employer's responsibility to ensure that its employees, who are required as a condition of their employment to operate motorized equipment within the AOA, hold a valid driver's license.

3.5. Vehicle Permits: Airport tenants who are required as a condition of their employment to operate vehicles or motorized equipment in the Special Operations Area, must

have vehicles properly placarded with company logo or display an Airport issued Restricted Area permit, and must have received prior authorization from the Airport. All other vehicles will be properly placarded with company logo, or display a General Aviation Permit outside of the Special Operations Area.

4. **Vehicle Operation**

4.1. **Right of Way.** *Aircraft, emergency vehicles and pedestrians always have the right of way.*

4.2. **Posted Speed Limit.** Vehicles shall comply with the posted speed limit which is 15 miles per hour.

4.3. **No Passing.** No vehicle shall pass another vehicle on a designated vehicle road.

4.4. **Safe Operation.** No person may operate a vehicle on Airport property in a reckless or careless manner.

4.5. **Two-Way Radio Requirement.** Airport District or other vehicles routinely operating on Movement Areas shall be equipped with two-way radios capable of communicating with the Control Tower.

4.6. **Escort Vehicles.** Escort vehicles shall be equipped with a two-way radio for communication with the Control Tower and shall accompany maintenance or service ground vehicles without two-way radios whenever non-radio equipped vehicles are operating on Movement Areas.

4.7. **Entry by Closest Gate.** Tenants of the Airport who are granted vehicle access to ramps and hangar areas shall enter and exit the AOA via the gate nearest their destination and operate their vehicle in accordance with the terms of a lease, license or permit at all times.

4.8. **Aircraft.** No vehicle shall pass underneath the wing of an aircraft.

4.9. **Accidents.** Report all vehicular accidents on Airport property to the Airport District Office as soon as possible.

4.10. **Authorized Restricted Access** Those persons who require unescorted access into the Restricted Areas of the Terminal or the Security Area of the Airport, must obtain an Airport Security Badge from Airport Operations, and undergo the appropriate background checks as per 49 Code of Federal Regulations 1542.209. No vehicle operator may enter these or any other Restricted Areas without prior permission from Airport Administration.

4.11. **Movement Area.** No vehicle operator shall enter the Movement Area without first obtaining permission from the Airport and clearance from the Control Tower. All vehicles operating within the movement area must maintain two-way radio contact with the Control Tower on Ground Control frequency. When Control Tower is closed, vehicle operators shall monitor CTAF (Common Traffic Advisory Frequency) on 118.3 and announce intentions to Santa Maria Traffic.

4.12. **Poor Driving Conditions (Nighttime, Fog, Rain, Etc.).** Poor driving conditions caused by fog, rain or darkness may obscure visual cues, roadway markings, and airport signs.

Vehicle operators should remain vigilant of their surroundings and operating boundaries. During times of decreased visibility, vehicles should operate with headlights on.

4.13. Parking.

4.13.1. All persons shall comply with District's parking regulations inside the AOA.

4.13.2. No person shall park a vehicle in an aircraft parking area, Special Operations Area, or in a manner that obstructs or interferes with operations in the aircraft Movement Area or apron area.

4.13.3. No person shall park, or leave unattended, vehicles or other equipment that interfere with the use of a facility by others or prevent movement or passage of aircraft, emergency vehicles, or other motor vehicles or equipment.

4.13.4. No vehicle shall block access to fire hydrants or fire extinguishers.

4.13.5. No vehicle shall be parked within the AOA without a current, Airport issued permit.

4.13.6. Vehicles shall be parked only in areas authorized by the type of permit issued by Airport.

4.13.7. General aviation hangar tenants and their guests shall park in designated parking areas only. Parking inside hangars is permitted only when the aircraft stored in the hangar is being flown. Parking by tenant or guest in front of the hangar leased to the tenant is permitted only when the driver is inside the hangar, and only when such parking does not block vehicular or aircraft traffic or access to another hangar.

4.13.8. Aeronautical service providers and other commercial tenants or licensees of the Airport shall park only within areas leased to the provider, tenant or licensee.

4.14. Vehicle Markings. Aeronautical Service Providers, Fixed Base Operators and other commercial tenants or licensees of the Airport shall ensure that any vehicle entering the AOA is properly placarded with company logo and readily identifiable. Vehicles that do not bear a company logo shall obtain a permit from the Airport District office before entering the AOA.

4.15. Safety Cones. Never drive between safety cones.

4.16. Vehicle Identification and Marking. Any vehicle entering the AOA must bear an Airport issued vehicle permit, an Airport issued or FBO issued temporary vehicle permit, or be properly placarded with Company logo of an authorized commercial tenant.

4.17. Vehicle Lighting.

4.17.1. All vehicles operating on the AOA shall maintain operable lighting equipment in accordance with California Vehicle Code lighting requirements.

4.17.2. Vehicles shall display lights from one-half hour after sunset to one-half hour before sunrise, and while operating during periods of darkness or reduced visibility unless parked in areas designated by the Airport Authority.

4.17.3. Aircraft towing tugs must be equipped with amber flashing beacons which meet the characteristics set forth in FAA Advisory Circular #AC150/5210-5d – Only Authorized emergency vehicles may display red beacons.

4.17.4. Aircraft cannot be towed at night without lights, unless, prior approval has been given by Airport Operations and Control Tower.

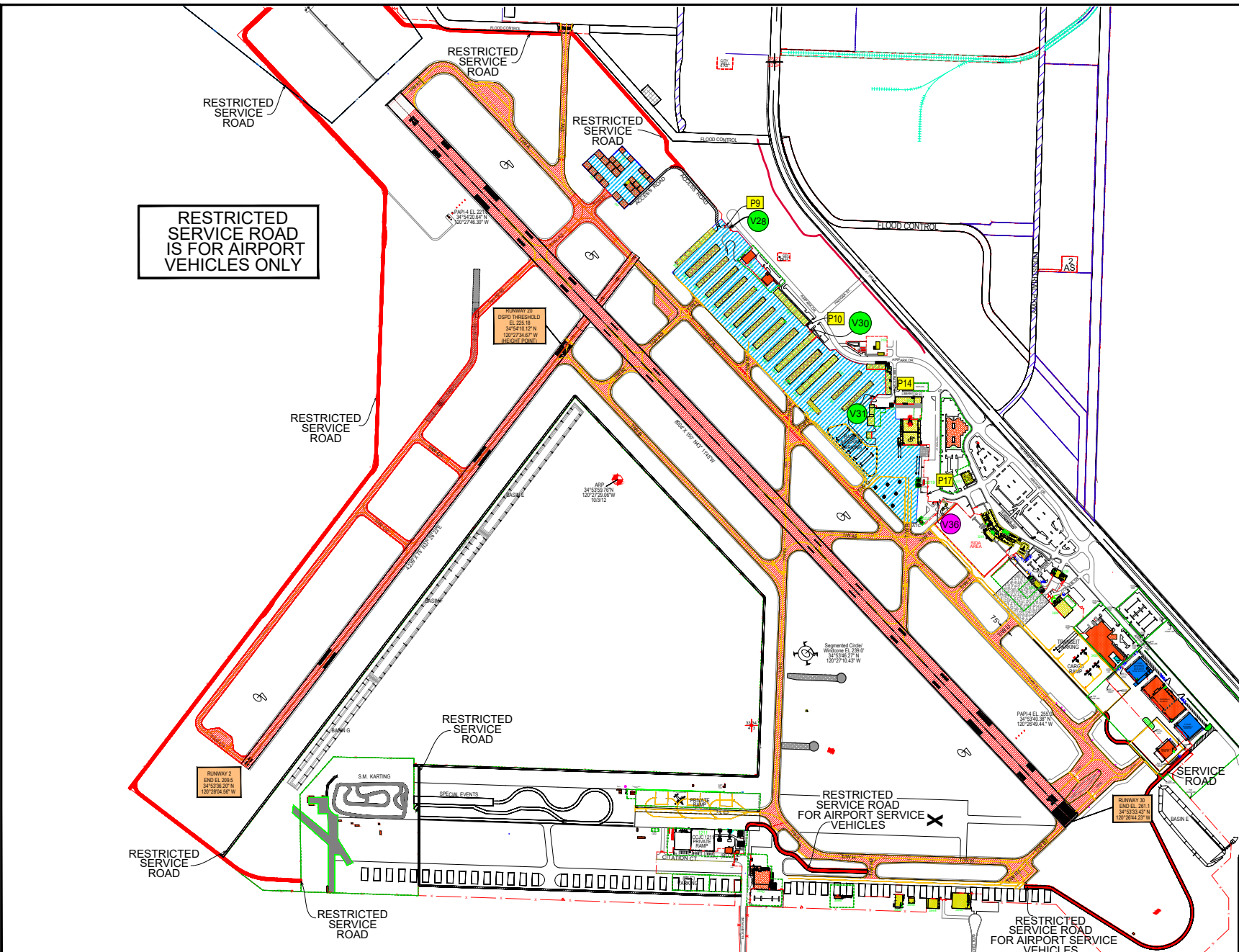
4.18. Privately Owned Vehicles. POV's are prohibited from operating within the AOA unless authorized by the Airport Authority and marked in accordance with the Airport Security Program; or under escort by Airport Operations or other authorized tenant on the Airport (i.e., airlines, ground service companies, etc.); or specifically authorized by Airport Authority. Operation of a Privately-Owned Vehicle on or across any runway or taxiway, or on the aircraft maneuvering ramp area between the Control Tower and General Aviation Terminal Building, or in the Restricted Areas is expressly prohibited.

5. **Gate Security Rules**

5.1. Only authorized persons and vehicles may enter the AOA through vehicle gates designated by the Airport. Tenants, licensees and employees of tenants and licensees shall not permit access into the AOA by unauthorized persons or vehicles at any time. Guests shall be accompanied by a tenant or authorized escort at all times within the AOA.

5.2. Hangar and tie-down tenants shall enter and exit the AOA only through the gate nearest their hangar or assigned tie-down. Hangar and tie-down tenants shall operate their vehicles ONLY in the General Aviation hangar complex area, unless prior authority is obtained from the Airport Authority

5.3. After entering or exiting through a vehicle gate, drivers must stop and wait for the gate to completely close before continuing on to their destination.

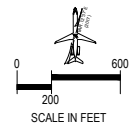


RESTRICTED SERVICE ROAD IS FOR AIRPORT VEHICLES ONLY

LEGEND

- RESTRICTED AREA
- ELECT. GATE ACCESS
- TENANTS GATE V36 USEABLE IN POWER OUTAGE
- PEDESTRIAN GATES
- AOA HANGAR ACCESS

MUST HAVE AOA BADGES ON YOUR PERSON WITHIN AIRPORT AOA BOUNDARY



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING	DRAWN BY: RAY HEATH
HANGAR TENANTS ACCESS MAP	DATE: 7/17/25
1 OF 1	SANTA MARIA AIRPORT

SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS HANGAR LEASE ELIGIBILITY AND USE POLICY

1. **Eligibility.** To be eligible for an aircraft storage hangar, a potential tenant must:
 - a. Own an aircraft which is properly registered to the potential tenant, a partnership of which the potential tenants a member, a corporation of which the potential tenants an owner, or a club of which the potential tenants an officer, or;
 - b. Show proof that the potential tenant has purchased an aircraft which will be properly registered as in (a.) above, or;
 - c. Show proof that the potential tenant intends to construct an aircraft and District has the right to inspect the progress of completion on a yearly basis, and;
 - d. Apply at District's office (if no vacant hangars are available) for placement on the Hangar Waiting List.
 - e. Will agree to the stipulations that the potential tenant:
 - (1) Will not store any flammable fluids, welding, spray painting or flame producing equipment inside the hangar, except in accordance with current Santa Maria Fire Department fire safety regulations, and;
 - (2) Will permit no activity within the premises involving fuel transfer, welding, torch cutting, torch soldering, doping (except with nonflammable dope), or spray painting, and;
 - (3) Will perform no maintenance, nor cause to have performed, any maintenance on aircraft while it is stored within the hangar beyond the "preventive maintenance" described in FAR Part 43, Appendix A, except "major repairs or major alterations" of an aircraft under the direct supervision of a mechanic, properly and appropriately certificated by the Federal Aviation Administration and in compliance with Santa Maria Fire Department fire safety regulations and having a fixed place of business on the airport or holding a Commercial Use Permit from the District for aircraft maintenance services (per paragraph 16 of the Santa Maria Public Airport Rules and Regulations as amended through 6/24/04). This restriction does not relieve the operator, or pilot in command, of the requirement to ensure the airworthiness of the aircraft as required by appropriate Federal Aviation Regulations, and;
 - (4) Will not use the premises for construction of an aircraft, except in strict compliance with the applicable provisions of FAR Part 21 and the direction of the type certificate holder and under the supervision of a Designated Airworthiness Representative of the FAA, and;
 - (5) Will store only such additional material within the hangar as may be necessary for the proper maintenance and care of the aircraft, and, after written notice, will immediately remove any material judged by District's General Manager to be inappropriate or hazardous, and;
 - (6) Will allow automobiles to be parked within the hangar temporarily, and then only while the aircraft is out of the hangar, and;
 - (7) Will not install any lock, except the one provided by the District, and;
 - (8) Will maintain each aircraft stored in a hangar in operating and airworthy condition,

excepting active restoration by Tenant of his or her aircraft or building of a "homebuilt" type aircraft which is subject to periodic inspection. Supervision by a mechanic as described in paragraph 1, subparagraph e (3) or e (4) is required, and;

(9) Will not have been previously evicted from any premises on the airport. If such eviction has occurred Tenant may appeal to the Board of Directors and be allowed on the wait list upon a four-fifths favorable vote of the Board. Tenant must also reimburse District for all legal fees incurred due to the previous eviction prior to entering into a new lease or taking possession of the premises. This provision shall also apply to any applicant that is affiliated with any previously evicted tenant including, but not limited to, an Applicant that is or was an owner, officer, partner, shareholder, member, manager of a previous tenant, and;

(10) Will not conduct a commercial activity on the premises. The District has hangars that have been specifically established for commercial activity. Please contact District to determine which premises are currently available for commercial use.

2. Retention of Hangar. To be eligible to retain a hangar currently under lease:

a. A potential tenant must continue to meet the requirements of 1 (a) through 1 (c). A tenant, who is not in default under his or her lease, shall not be evicted to make the hangar available for a larger aircraft.

b. A tenant, who sells an aircraft which qualifies him for a hangar space lease, has ninety (90) days to replace that aircraft in order to retain the lease. At the end of ninety (90) days, if the aircraft has not been replaced, the District will give thirty (30) days' written notice to vacate, as provided in paragraph 3 of the lease.

c. The sublease of a hangar unit is specifically prohibited, except when authorized by the General Manager pursuant to a hangar space sublease. General Manager may make such authorization on a case by case basis, upon written request. In no case shall a sublease exceed six consecutive months.

3. Waiting Lists:

a. Separate waiting lists will be maintained for applicants for T-hangars and Corporate hangars.

b. As a hangar becomes available, the Applicant who has been on the list the longest, and who has selected the hangar type (as discussed below) will be contacted and offered the hangar. Upon the second refusal or failure to respond, applicant will be removed from the waiting list. After removal, individual must wait 6 months before filling out a new application. The Lease will commence no later than 30 days following the availability of the hangar. Upon the commencement of the lease, a security deposit of \$250.00 and first-month's rent will be due.

4. General. The District reserves the right to establish, from time to time, rules and regulations that will apply to hangar tenants in their use of the leased premises and in their use of the rest of the airport facilities. The District agrees to give three-(3) weeks' advance written notice to tenants and hold a public hearing, prior to adopting such rules and regulations. Tenant agrees to comply with such rules and regulations.

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as the result of "Tenant's" use or occupancy of the Premises or the Airport or as the result of any of "Tenant's" (or "Tenant's" agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages,

the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, "Tenant's", experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.