



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

**Thursday
December 12, 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, Guy

- 1. INSTALLATION OF DIRECTOR ANTHONY GUY AND OATH OF OFFICE.**
- 2. PRESENTATION BY DISTRICT COUNSEL TO DISCUSS BROWN ACT AND ETHICS REQUIREMENTS.**
- 3. ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS-ELECTION OF OFFICERS PURSUANT TO ARTICLE 1, SECTION 5, OF THE OFFICIAL ADMINISTRATIVE CODE OF THE DISTRICT.**
- 4. APPOINTMENT OF MEMBERS TO COMMITTEES AND ASSIGNMENT TO LIAISON POSITIONS.**
- 5. MINUTES OF THE REGULAR MEETING HELD NOVEMBER 14, 2024**
- 6. 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**
 - h) GENERAL AVIATION**
- 7. GENERAL MANAGER'S REPORT**

8. **MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
 - b) Budget vs. Actual
 - c) Financial Statements
9. **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.
10. **PRESENTATION BY GILDA AIELLO REGARDING THE RADISSON HOTEL IMPROVEMENTS.**
11. **PRESENTATION BY FOREFRONT POWER PROVIDING AN UPDATE ON THE SOLAR PROJECT.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE GROUND LEASE FOR THE SELF-SERVICE FUEL FACILITY BETWEEN THE DISTRICT AND THE CENTRAL COAST JET CENTER.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO REMOVE DAVID BASKETT AS AN AUTHORIZED SIGNATURE ON THE ACCOUNT AT PACIFIC PREMIER BANK AND ADD DIRECTOR ANTHONY GUY AS AN AUTHORIZED AGENT.**
14. **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE ANNUAL MEAD & HUNT AIR SERVICE DEVELOPMENT CONFERENCE TO BE HELD APRIL 1ST – APRIL 3RD IN TEMPE, AZ.**
15. **AUTHORIZATION FOR THE GENERAL MANAGER TO ATTEND THE ROLE OF THE ATTORNEY WORKSHOP TO BE HELD FEBRUARY 1ST, 2025, IN MONTEREY, CA.**
16. **AUTHORIZATION FOR THE GENERAL MANAGER TO ATTEND THE 65TH ANNUAL AIRPORT MANAGEMENT SHORT COURSE TO BE HELD FEBRUARY 2ND – 5TH, 2025, IN MONTEREY, CA.**
17. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE BUILDING SPACE LEASE BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE PROPERTY LOCATED AT 3117-A LIBERATOR STREET.**
18. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE GROUND LEASE BETWEEN THE DISTRICT AND THE SANTA MARIA MUSEUM OF FLIGHT.**
19. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR THE OPEN SPACE PARCEL REZONE.**
20. **DISCUSSION AND DIRECTION TO STAFF REGARDING AOA ACCESS FOR DAVID BASKETT.**
21. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
 - b) Conference with Legal Counsel-Anticipated Litigation pursuant to Paragraphs (2) and (3) of subdivision (d) of Section 54956.9.
22. **DIRECTORS' COMMENTS.**
23. **ADJOURNMENT.**

***OFFICIAL ADMINISTRATIVE CODE OF THE
SANTA MARIA PUBLIC AIRPORT DISTRICT**

ARTICLE I

ORGANIZATION AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. General

All powers, privileges and duties vested in or imposed upon the District by law or the California Airport District Act shall be exercised and performed by the board of directors except as such board shall delegate executive, administrative and ministerial powers to officers and employees of the District. The executive officers shall consist of the president, vice-president, secretary, and vice-secretary. The president, vice-president, secretary, and vice-secretary shall serve for a one-year term as provided below.

Section 2. Regular Meetings

Regular meetings of the board of directors will be held at 6:00 P.M. on the second and fourth Thursdays of each month.

Section 3. Regular Meeting Place

Regular meetings of the board of directors shall be held in the Airport Boardroom of the District's administrative office, 3217 Terminal Drive, Santa Maria, California. Special meetings or adjourned regular meetings of the board of directors shall be held at any appropriate location within the boundaries of the District, except as otherwise provided by Section 54954 of the California Government Code as it now or may hereafter be constituted.

It is the policy of the District that directors attend regular and special meetings of the board of directors in person. Except as otherwise approved by the President in advance to accommodate extraordinary circumstances (natural disaster, illness/injury, other similar situations), the use of teleconferencing by directors to attend meetings of the board of directors is prohibited. Requests for approval to attend a meeting by teleconference shall be submitted to the President in a sufficient amount of time in advance of the meeting that will allow staff to satisfy the agenda requirements of California Government Code 54953(b)(3).

Section 4. Special Meetings

Special meetings of the board of directors may be called by the president of the board or by any three members of the board in the manner set forth in Sections 54950 et seq. of the California Government Code as they are now or may be hereafter constituted.

Section 5. Organizational Meetings

The board of directors shall hold an organizational meeting at the first regular meeting of the directors in December of each year, at which the board of directors shall elect a president, vice-president, secretary, and vice-secretary of the District, each to hold office for a term of one (1) year and until his or her successor has been elected and qualified.

Section 6. Appointment of Staff Personnel

The board of directors shall appoint the following staff personnel and fix their compensation:

- (1) General Manager/Auditor
- (2) District Counsel

Section 7. Quorum

A quorum of the board of directors consists of the presence of three directors at a particular meeting.

Section 8. Conduct of Meetings

Meetings of the board of directors shall be presided over by the president of the District and in his/her absence the vice-president of the District. If neither the president nor the vice-president is present at a particular meeting, the members present shall, by majority vote, elect a president pro tem who shall preside at the meeting. If at a particular meeting the secretary or vice secretary is not present, the members shall, by majority vote, elect a secretary pro tem for the meeting. Whenever a president pro tem or a secretary pro tem is required, they shall sign and countersign all documents concerning said meeting (such as minutes and resolutions) in the place and stead of the president and secretary.

At all meetings of the board of directors, action upon motions shall be by voice vote unless the presiding officer or any director present requires a roll call. Action upon all resolutions of the board shall be by roll call.

Minutes of the deliberations of the board of directors shall be such as to fairly represent the action taken and not verbatim. A director may, however, make a specific request that a particular remark by him/her on a subject be entered into the minutes verbatim. Any written communication in the possession of any director which in his/her opinion should be included in the minutes of the board of directors shall, at his/her request, be entered into the minutes verbatim.

*As amended through 01-12-2023

The presiding officer at a meeting of the board of directors is specifically given the power to vote upon any and all matters brought before the board, move the adoption of any matter before the board, or second such a motion.

Except as has been otherwise provided above, the deliberations of the board of directors shall be in accordance with Roberts Rules of Order, or such other procedural rules as the board may determine.

Section 9. Additional Powers of the Board of Directors

The board of directors, whenever it considers it to be to the advantage of the District, shall cause the following acts to take place (either directly or by delegation) for and on behalf of the District:

- (a) Sue and be sued, except as otherwise provided by law, in all actions and proceedings in all courts and tribunals of competent jurisdiction.
- (b) Adopt a seal and alter it at pleasure.
- (c) Provide and maintain public airports and landing places for aircraft.
- (d) Acquire by purchase, condemnation, donation, lease, or otherwise, real or personal property necessary to the full or convenient exercise of any of its powers or purposes.
- (e) Improve, construct or reconstruct, lease, furnish or refurnish, use, repair, maintain, control, sell or dispose of the property of the District, including any buildings, structures, all other equipment and facilities necessary therefor.
- (f) Subject to necessary approval of the Federal Aviation Administration, sell property of the District which, in its opinion, is not needed for the District's affairs.
- (g) Employ legal counsel in addition to its district counsel and provide all necessary custodians, employees, engineers and attendants for the proper maintenance of the property of the District and the conduct of the affairs of the District for any of its purposes.
- (h) Incur indebtedness, issue bonds or other evidence of the indebtedness and refund or retire any indebtedness of the District.
- (i) Levy and collect taxes for the purpose of operating the District and paying its obligations as permitted under California laws.
- (j) Make contracts, employ labor and do all acts necessary or convenient for the full exercise of any of the powers of the District.

(k) Adopt rules as required governing the use of the District's facilities.

(l) Charge and collect fees, tolls and rentals for the use of all or a part of the aerial facilities of the District at such rates as, so far as possible, will produce revenues sufficient to pay the operating expenses of the District. Provide for repairs and depreciation of the properties of the District and pay interest on the indebtedness of the District.

(m) At any regular meeting remove from office the president or vice-president by the affirmative vote of at least four (4) directors, provided a director had placed the matter of the consideration of such removal on the agenda of the meeting at which it is to be considered at least 14 days prior to the meeting date. Upon such removal, the board of directors shall elect a new president or vice-president by majority vote who, upon such election and his/her qualifications for office, shall hold such office until the next organizational meeting of the board of directors and until his/her successor has been elected and qualified for office. At any regular meeting the board remove from office the secretary or vice-secretary of the District by the affirmative vote of at least three (3) directors, provided a director had placed the matter of the consideration of such removal on the agenda of the meeting at which it is to be considered at least 14 days prior to the meeting date. Upon such removal, the directors shall elect a new secretary or vice-secretary, by majority vote who, upon such election and his/her qualifications for office, shall hold said office at the pleasure of the board and until his/her successor has been elected and qualified for office.

Section 10. Directors' Relations with Staff

The board of directors and its members shall deal with the administrative staff, district counsel, and contractors of the Santa Maria Public Airport District only through the general manager or the representative designated by the general manager in his/her absence. Neither the board of directors nor any member thereof shall give orders or directions to any subordinate of the general manager. The general manager, district counsel, district engineer and manager of finance & administration shall take their orders and instructions from the board of directors only when sitting in a duly held meeting of the board of directors. No individual director shall give orders or instructions to the general manager, district counsel, district engineer, or manager of finance & administration unless such order or instruction is by order or resolution of the board of directors adopted at a duly constituted meeting.

Section 11. Board Action Required

(a) All action of the District shall be taken by the board. No individual board member shall represent a policy as the District's policy, unless said policy has been determined by the board.

(b) The board of directors, acting as a board, shall be the policymakers of the District, establishing policy after receiving necessary information from staff and other persons as deemed necessary.

Section 12. Board Committees

(a) The board of directors may select two members of the board to serve on ad hoc committees to represent the district and/or provide recommendations to the full board for consideration on specific issues as directed and determined by the board. The ad hoc committee meetings shall not constitute a “meeting” under the California Brown Act.

(b) For purposes consistent with Public Utilities Code §22407, any committee member duly participating in a sub-committee meeting shall be entitled to receive compensation not to exceed one hundred dollars (\$100) per meeting, consistent with PUC §22407, plus such other necessary expenses permitted by said statute.

Section 13. Outside Communications

(a) The board of directors assign the role of outside communications to the general manager. Board members shall not individually coordinate or act as an official representative of the District unless authorized by the full board in a duly constituted meeting or during a scheduled ad hoc committee meeting.

Section 14. Censure Policy and Procedure

(a) Background

The Board of Directors of the Santa Maria Public Airport District has a strong commitment to ethics. The public expects and must receive the highest standards of ethics from all of those in public service. In order to be able to enforce conformance to its ethical policies, the Board must have a procedure by which it can censure its own members for violation of its policies or Administrative Code.

(b) Purpose

This Policy and Procedure is intended to provide the mechanism by which the Board, acting as a whole, can discipline and punish any of its members who violate state or federal laws applicable to the District or for violation of the Board Policies or Administrative Code of the Board.

(c) Policy

It is the Policy of the Board that all of its members shall abide by federal and state law that are applicable to members of the Board, as well as to Board Policies or the Administrative Code. Violation of such laws, policies, or code tends to injure the good name of the District and undermine the effectiveness of the Board as a whole. Such conduct is deemed to be a dereliction of duty.

Censure is a formal resolution of the Board officially reprimanding one of its members. Censure is an appropriate punitive measure when the violation of law or policy is deemed by the Board to be a serious offense.

In order to protect the overriding principle of freedom of speech, the Board shall not impose "censure" on any of its members for the exercise of his or her First Amendment rights no matter how distasteful the expression was to the District and Board.

In order to ensure the right to a fair jury trial, the Board shall not impose "censure" on any of its members for the violation of any law while criminal charges are pending. However, when the criminal proceedings are final, the Board need not be bound by the conclusions of the Court and may hold a "censure" hearing.

(d) Procedure

1. A request for a "censure" hearing must be submitted to the general manager in writing by no less than two members of the Board. The request must contain the specific charge(s) on which the proposed censure is based and the written material(s) which are the basis for the charge(s).
2. A copy of the request for censure and the charge(s) shall be sent by the general manager's office to all the members of the Board at least five (5) business days prior the Board meeting at which it will be considered. The request and charge(s) shall be agendized in accordance with the Brown Act for the meeting of the Board.
3. The Board shall determine that either:
 - a. Further investigation of the charges is required; or
 - b. The matter is to be set for public hearing; or
 - c. No action is required.
4. Further investigation, if required, shall be done by an ad hoc Committee appointed by the Board President. If the Board President is the subject of the request, the Committee shall be formed by the Board Vice-President.
5. If the matter is set for public hearing, it must be set no sooner than the next regularly scheduled Board meeting following the Board's determination under Section 3 of these procedures in order to give the accused member adequate time to prepare a defense.

6. At the public hearing, the member of the Board subject to the request shall be given the opportunity to respond to the request and to provide the Board information and material(s) relevant to the charge(s). The proponents of the request may also respond to the presentation and members of the Board may ask questions pertaining to the matter at hand. The member subject to the charge(s) may be represented at his or her own personal expense and may have the representative speak on his or her behalf.
7. A decision to censure requires the adoption of a Resolution making findings with regard to the specific charge(s), based on substantial evidence, and approved by a two-thirds vote of the Board.

Section 15. Director Compensation for Attendance at Meetings

(a) Directors shall receive compensation in an amount not to exceed one hundred dollars (\$100) for each attendance at a meeting of the Board, including attendance at committee meetings in accordance with Article I, Section 12(b). This amount shall be the maximum compensation allowable to a board member on any given day. Pursuant to Public Utilities Code § 22407, the Board may adopt an ordinance to increase the amount of compensation received for attendance at a Board meeting. The increase may not exceed an amount equal to five percent for each calendar year following the operative date of the last adjustment of the compensation which is received when the ordinance is adopted.

(b) Directors may receive compensation for attendance of up to six meetings in any calendar month. Attendance by directors of up to six meetings in any calendar month is necessary for the effective operation of the district because the airport operating budget has grown from approximately \$756k to over \$4 million, the City of Santa Maria population has grown from 40k to over 108k, the capabilities of the airport have grown with a 27% extension in runway length, and regulatory requirements have added much complexity to development of the several hundred acres of remaining vacant land. In accordance with Public Utilities Code § 22407, the Board shall annually make written findings supported by substantial evidence that that more than four meetings per month are necessary for the effective operation of the District.

ARTICLE II

DUTIES AND QUALIFICATIONS OF THE PRESIDENT

Section 1. General

The president of the District shall be its chief executive officer and a member of its board of directors.

Section 2. Term of Office

The term of office of the president commences upon his/her election and qualification for said office. The president shall hold office for a term of one year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the president from serving successive terms if reelected.

Section 3. Meetings of the Board of Directors

The president shall preside at meetings of the board of directors and shall have the power to call special meetings of said board of directors on his/her own motion provided Sections 54950 et seq. of the California Government Code are complied with.

Section 4. Agenda

The president shall prepare an agenda for each meeting of the board of directors. The president shall consider any matter requested by a director for inclusion on the agenda, however the president may use his/her discretion as to which items are listed. The agenda shall also contain any matter requested by a majority of the board.

Section 5. Voting at Meetings

The president, or any director presiding in his/her place may vote upon matters brought before the board, move the adoption of any matter before the board, or second such a motion.

Section 6. Contracts, Minutes and Resolutions

The president shall sign, on behalf of the District, all minutes and resolutions of the board of directors, and all contracts, except those contracts specifically delegated to the general manager under Article VII, Section 1, of this Code

Section 7. Reports

The president may require reports from the District's general manager, manager of finance & administration, and district counsel, to be brought back to the board.

Section 8. Litigation

Whenever the facts are within his/her knowledge, the president is empowered to verify complaints or other pleadings, for or on behalf, of the District.

Section 9. Additional Duties

The president shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE III

DUTIES AND QUALIFICATIONS OF THE VICE-PRESIDENT

Section 1. General

The vice-president of the District shall be its assistant chief executive officer and a member of the board of directors.

Section 2. Term of Office

The term of office of the vice-president commences upon his/her election and qualification for said office. The vice-president shall hold office for a term of one (1) year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the vice-president from serving successive terms if reelected.

Section 3. Duties

In the absence of the president, the vice-president shall perform all of the duties of the president.

Section 4. Reports

The vice-president may require reports from the District's general manager, manager of finance & administration, and district counsel, to be brought back to the board.

Section 5. Litigation

Whenever the facts are within his/her knowledge, the vice-president is empowered to verify complaints or other pleadings for, or on behalf of, the District.

Section 6. Additional Duties

The vice-president shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE IV

DUTIES AND QUALIFICATIONS OF THE SECRETARY

Section 1. General

The secretary shall be a member of the board of directors.

Section 2. Term of Office

The term of office of the secretary commences upon his/her election and qualification for said office. The secretary shall hold office for a term of one (1) year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the secretary from serving successive terms if reelected.

Section 3. Contracts, Minutes & Resolutions

The secretary shall countersign on behalf of the District all minutes and resolutions it's the board, and all contracts of the District, except those contracts specifically delegated to the general manager under Article VII, Section 1, of this code. When required, the secretary shall further affix to said documents the seal of the District over his/her signature.

Section 4. Litigation

Whenever the facts are within his/her knowledge, the secretary is empowered to verify complaints and other pleadings for, or on behalf of, the District.

Section 5. Reports

On his/her own motion, the secretary may require reports from the District's general manager, manager of finance and administration, and district counsel, which reports, when received, shall be brought to the attention of the board of directors, if in the opinion of the secretary they require consideration by said board.

Section 6. Additional Duties

The secretary shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE V

DUTIES AND QUALIFICATIONS OF THE VICE-SECRETARY

Section 1. General

The vice secretary of the District shall be a member of the board of directors.

Section 2. Term of Office

The term of office of the vice-secretary commences upon his/her election and qualification for said office. The vice secretary shall hold office for a term of one (1) year and until his/her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the vice-secretary from serving successive terms if reelected.

Section 3. Duties

In the absence of the secretary of the District, the vice-secretary shall perform all of the duties of the secretary of the District.

Section 4. Litigation

Whenever the facts are within his/her knowledge, the vice secretary is empowered to verify complaints or other pleadings for, or on behalf of, the District.

Section 5. Additional Duties

The vice-secretary shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE VI

DUTIES AND QUALIFICATIONS OF THE DISTRICT COUNSEL

Section 1. General

The district counsel shall be the chief legal officer of the District. He/She shall be appointed by the board of directors, shall serve at its pleasure and shall be directly responsible to the board. The district counsel shall have a juris doctorate of law from a college or university duly accredited by the American Bar Association. He/she must be an active member of the State Bar of the State of California and be well qualified by reason of education and experience to perform legal functions for the District.

Section 2. Preparation of Resolutions, Contracts, etc

District counsel shall review or prepare all resolutions, contracts, leases and other documents of legal nature required for the conduct of the affairs of the District as directed by the board of directors. When particular contracts and leases have been prepared by him/her, he/she shall approve them as to form in writing and submit them to the board of directors for its consideration. It shall be his/her duty to see to it that a lease or contract is duly executed by the other parties of the lease or other contract and has been approved as to content by the general manager.

Section 3. Bonds

All labor and material, faithful performance and other bonds running in favor of the District shall be approved as to form by the district counsel.

Section 4. Litigation

Except to the extent of participation prohibited by law in small claims court actions, the district counsel shall conduct all litigation in which the district is from time to time engaged. He/She shall make recommendations to the board of directors concerning the advisability of commencing litigation and the compromise or settlement of potential or existing litigation. Court actions commenced by District the must be authorized by the board of directors. Notwithstanding the foregoing, the general manager may, with the concurrent written notification to the members of the board of directors of the filing of the action authorize and direct actions be brought for recovery of rent owed to the District by tenants and former tenants of the District, including an unlawful detainer action for forfeiture of a lease of a tenant who is in default in the payment of rent and for recovery of possession of the leased premises after noncompliance by the tenant with a notice to pay rent or quit the premises. Such actions authorized by the general manager, if appropriate, may be filed and prosecuted in the small claims court.

Section 5. Additional Counsel

Whenever, in his/her opinion, the board of directors should consider the employment of outside counsel as to a particular matter, pursuant to Section 22554 of the California Public Utilities Code, district counsel shall promptly advise the board of directors of this fact.

Section 6. Attendance at Meetings

Unless excused, the district counsel shall attend meetings of the board of directors and render, at such meetings, legal advice to the board of directors.

Section 7. District Staff

The district counsel shall render legal assistance to the District's board of directors, its president, general manager, manager of finance and administration and other employees authorized by the general manager as is required in the performance of their duties.

Section 8. Legislation

The district counsel shall advise the board of directors of any legislation the District might consider sponsoring to aid it in conducting its affairs. He/She shall further advise the board of directors of prospective legislation sponsored by others and as to how it would affect the District.

Section 9. Elections

The district counsel shall prepare all documents required for the conduct of elections of the District and shall assist the secretary of the District in the proper conduct of District elections.

Section 10. Administrative Bodies

Whenever required by the board of directors so to do, the district counsel shall appear before various administrative divisions and agencies of the state, and administrative and legislative bodies of the United States Government concerning affairs of the District.

Section 11. Delegation of Duties

Subject to the approval of the board of directors, the district counsel may appoint employees to carry out the functions of his/her position under his/her supervision. Such employees shall serve at his/her pleasure.

Section 12. Additional Duties

The district counsel shall perform such additional duties as are required by the board of directors or applicable law.

ARTICLE VII

DUTIES AND QUALIFICATIONS OF THE GENERAL MANAGER

Section 1. General

The general manager shall be the chief administrative officer of the district. He/She shall be appointed by the board of directors and shall serve at its pleasure. The general manager shall have had extensive administrative experience in the planning, coordination and financing of the varied activities of the airport district. The board of directors delegates to the general manager the authority to execute, on behalf of the District, the following contracts, permits and agreements:

- (a) All month-to-month aircraft and storage hangar leases at the Santa Maria Public Airport;
- (b) All contracts for professional or specialized services costing \$25,000 or less that are within an existing budget account;
- (c) All contracts for purchases of materials, supplies and equipment costing \$25,000 or less that are within an existing budget account or are for a budgeted item and are acquired in accordance with the provisions of Article VIII;
- (d) All contracts for public projects costing less than \$25,000 that are obtained in compliance with the provisions of Article VIII;
- (e) All commercial use permits;
- (f) License agreements meeting the following criteria:
 - (i) Use for a period less than one (1) week;
 - (ii) Based on a standard fee;
 - (iii) Does not request the payment of District funds or the uncompensated use of District personnel or equipment;
 - (iv) Does not adversely impact the operations of the Airport;
- (g) All mobile home space leases in the Airport Mobile Home Park for a term previously authorized by the board.

However, if in the opinion of the general manager, any matter may be controversial or would be more appropriately considered by the Board, the matter may be referred to the Board for consideration.

Section 2. Appointment of Employees

The general manager, subject to the review of the board of directors, shall have authority and responsibility for the selection, appointment, and direction of all employees of the District, except those employees and officers appointed directly by the board of directors.

Section 3. Supervision of Work

It shall be the general manager's responsibility to carry out the directions of the board of directors concerning the affairs of the District and he/she shall directly supervise employees of the District in the performance of their duties.

Section 4. Reports

The general manager shall prepare and deliver to the board of directors the following reports:

1. A proposed budget for the ensuing year with all relevant supporting data. Said proposed budget shall be delivered to the board of directors no later than May of each year.
2. A narrative report of the airport district for the prior fiscal year. Said report shall be submitted prior to September 1 of each year, or within thirty (30) days of the board of directors' receipt of the annual independent audit of the District's fiscal affairs, whichever occurs last.
3. Such other reports as the board may request.

Section 5. Surplus Property

Whenever, in the opinion of the general manager, District owns property not required for District purposes, it shall be his/her duty to so advise the board of directors as soon as practicable.

Section 6. Temporary Absence

Whenever the general manager is temporarily absent from the District, the duties of the general manager shall be performed by the following, in the order named:

1. Manager of finance and administration
2. An employee designated by the general manager
3. An individual designated by a majority of the board of directors.

Section 7. Attendance at Meetings

Unless otherwise directed or excused by the board, the general manager shall attend all meetings of the board of directors. The general manager shall inform the board of directors at the regular meeting of the board of all significant or important matters concerning the Santa Maria Public Airport District of which he/she has knowledge, and

with the consent of any director cause to be placed upon the agenda of the board of directors any matter concerning the affairs of the District.

Section 8. Emergencies

The general manager shall perform all acts necessary to deal with emergencies affecting property of the District or property situated thereon. In the event of a serious emergency, the general manager shall use his/her best efforts to have each director advised of the emergency as quickly as practicable.

Section 9. Litigation

Whenever the facts are within his/her knowledge, the general manager is empowered to verify complaints or other pleadings for or on behalf of the District

Section 10. Files, Records of Board Deliberations

The general manager shall be the chief custodian of the official files and records of the District and shall supervise creation and maintenance of accurate records of the deliberations of the board of directors.

Section 11. Custody of Records

The general manager shall ensure the safekeeping of all official books and records of the District, including the Book of Minutes and the Book of Resolutions, except securities. The general manager may certify to the authenticity of a copy of any document of the District in his/her possession and affix to such certification the seal of the District.

Section 12. Minutes and Resolutions

The general manager shall ensure that the District keeps records and minutes of the board of directors in a book maintained for the purpose entitled "Book of Minutes of Board of Directors of Santa Maria Public Airport District". All resolutions of the board of directors shall be kept in a book maintained for that purpose entitled "Book of Resolutions of Board of Directors of Santa Maria Public Airport District

Section 13. Seal of the District

The general manager shall ensure the safekeeping of the official seal of the District.

Section 14. Auditor Functions

The general manager shall perform the responsibilities of auditor required under Public Utilities Code §22441, i.e., he/she shall install and maintain a system of auditing and accounting which shall competently and at all times show the financial condition of the

District. He/She shall draw warrants to pay demands made against the District if the demands have been approved by at least three (3) directors.

Section 15. Delegation of Duties

Subject to the approval of the board of directors, the general manager may appoint employees to carry out the functions of his/her position under his/her supervision. Such employees shall serve at his/her pleasure.

Section 16. Additional Duties

The general manager shall perform such additional duties as required by the board of directors or by applicable law.

ARTICLE VIII

RESPONSIBILITIES, DUTIES AND QUALIFICATIONS OF THE MANAGER OF FINANCE AND ADMINISTRATION

Section 1. General

The manager of finance and administration shall be the treasurer of the District and its chief accounting officer. The manager of finance and administration shall be experienced and qualified in accounting procedures.

Section 2. Duties and Responsibilities as Treasurer

The manager of finance and administration shall be the custodian of all money and investments of the District. He/She shall cause all money and investments, except the petty cash fund, to be deposited as soon as practicable in designated accounts.

Warrants No moneys shall be paid out of said accounts except by warrants to pay demands against the District that have been approved by a majority vote of the board or as hereinafter provided. The manager of finance and administration will draw and sign all authorized warrants, which shall be signed by at least one director.

Procedures for Payment or Rejection of Demands; Demand Register

The following procedures will apply to the approval and authorization of payment of claims and demands received against the District:

The manager of finance and administration shall prepare at least monthly a register of all demands received by the District which have not been authorized for payment or rejected by the board. The demands shall consist of three types, as follows:

(1) Recurring Demands Recurring items such as utility and telephone bills due and payable, wages and salaries payable within the next succeeding month, and maintenance items (hereinafter referred to as "Recurring Demands").

(2) Nonrecurring Demands Those demands, other than recurring demands, which have been approved for payment by the general manager and manager of finance and administration.

(3) Rejected Demands Those demands which are not recommended for payment by the general manager and/or manager of finance and administration.

The demand register will be presented to the directors for authorization of payment. The general manager will endorse the demand register and the manager of

finance and administration shall certify on the demand register that those demands are budgeted, allowable and available.

One director may authorize payment of the recurring demands, which have been recommended for payment by the general manager and the manager of finance and administration, by signing an authorization for such. Such payments shall be noted on the demand register. All other demands on the demand register shall be presented to the board of directors for authorization of payment or rejection.

Legal Investments: Accounts Whenever directed by the board of directors, the manager of finance and administration shall purchase for the District securities or other investments which are legal investments for the District and authorized by the District's Investment Policy, and deposit them in the accounts designated by the board of directors for such purpose. Securities so deposited shall not be withdrawn from such accounts without authorization by the board of directors and the signature of the president of the board of directors or some other director designated by the president for such purpose, provided however, the manager of finance and administration is authorized to renew certificates of deposit for periods not in excess of six months and withdraw such expired certificates of deposit, which have been so renewed, from their depositories for cancellation and provided, further, the manager of finance and administration is authorized to transfer funds between the District's general fund and the District's account with the Local Agency Investment Fund of the State of California.

All promissory notes or other evidence of indebtedness received by the District shall be kept in fireproof storage.

The manager of finance and administration shall issue appropriate receipts for all moneys and securities coming into his/her possession, properly account therefor and at regular intervals report to the board thereon. His/her accounts and reports shall indicate the institutions in which moneys and securities are placed, the amounts of money and list of securities placed with each depository.

Fiscal Statements The manager of finance and administration shall, at the end of each fiscal year, prepare and submit to the board of directors a statement showing the receipts and disbursements during the year and a certified inventory of cash, securities, bank deposits and all other financial assets of the District. The manager of finance and administration shall, each month, prepare and submit to the board of directors, a statement showing the receipts and disbursements during the previous calendar month.

Section 3. Duties and Responsibilities as Accountant

The manager of finance and administration shall install and maintain a system of auditing and accounting which shall competently and at all times show the financial condition of the District.

In addition, the manager of finance and administration shall have the following duties:

(a) Be responsible for all accounting and internal auditing functions of the District and its officers and be custodian of the District's permanent accounting records.

(b) Keep current accounts of all funds, revenues, receipts, expenditures and financial commitments of the District.

(c) Advise the board of directors and District personnel concerning rate of expenditure of appropriated items to minimize potential expenditure in excess of appropriations. He/She shall be responsible that no demands requiring a budget deviation are presented to the board without the board of directors' prior approval of a budget deviation.

(d) Prepare and issue all warrants.

(e) Audit the standard time sheets showing the time worked by all employees and prepare and distribute all warrants covering the payroll.

(f) Supervise the preparation and issuance of all bills of the District.

(g) Prepare financial and statistical statements.

Section 4. Attendance at Meetings

Unless excused by the general manager, the manager of finance and administration shall attend meetings of the board of directors.

Section 5. Budget

The manager of finance and administration shall assist in the preparation of the District's budget for each fiscal year.

Section 6. Additional Duties

The manager of finance and administration shall perform additional duties and responsibilities as are directed by the board or applicable law.

ARTICLE IX

REGULATIONS GOVERNING PURCHASING OF MATERIALS, SUPPLIES AND EQUIPMENT, SERVICES, SALES OF PROPERTY AND LETTING OF PUBLIC PROJECT CONTRACT

Section 1. General

Purchasing of all materials, supplies, services and equipment required by District should provide maximum benefits to District with minimum expenditure. Purchases shall be made in economical quantities with a competitive pricing process by vendors where possible. Except for case of emergency as provided in this article, no purchases shall be made except upon express authorization of the board of directors unless said purchases are for items already budgeted and for which funds are available. The regulations in this section have been devised for this purpose and shall be followed.

Section 2. Delegation of Authority

The board of directors hereby delegates the District's general manager and, in his /her absence, the designated employee in charge at the Santa Maria Public Airport to make the purchases set forth in Section 3 below.

Section 3. Emergencies

In case of emergency directly affecting property of the District which emergency cannot, in the opinion of the general manager, be dealt with by acting under any other provision of this article, then the general manager or in his absence the employee in charge of the Santa Maria Public Airport, is empowered to purchase for the District such supplies, equipment, services and materials as are required because of such emergency prior to the time such purchases can be made under other provisions of this article.

Section 4. Expenditures up to \$25,000

(a) Except as provided in subsection (b) below, when expenditures are required for a budgeted item and the cost involved is \$25,000 or less, the general manager shall procure the item involved or contract for services from the lowest responsible vendor after first obtaining three informal quotations.

(b) The above requirements regarding the obtaining of three informal quotations do not apply to the following:

(i) Miscellaneous services such as telephone, telegraph, light, power and water where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.

(ii) Where the items involved are not readily obtainable on the open market, in which case the reasons for not securing three such quotations shall be documented in writing.

(iii) Where the item's cost is less than \$2,500 and the general manager has concluded that the price for the item involved will not vary in any material degree between various vendors. To the extent feasible, such purchases will be made from vendors within the District.

(iv) Contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants.

(c) A faithful performance bond of not less than one hundred percent (100%) of the contract price, and a payment bond of not less than one hundred percent (100%) of the contract price shall be required for all projects in excess of \$10,000.

Section 5. Expenditures for Amounts in Excess of \$25,000

(a) Expenditures with an estimated cost which exceeds \$25,000 shall be at the direction of the board of directors only with the exception of purchases made under section 3 above. Except as provided in subsection (b) below, such purchases or contracted services shall be from the lowest responsible vendor after first obtaining three informal quotations.

(b) The above requirements regarding the obtaining of three informal quotations do not apply to the following:

(i) Where the items involved are not readily obtainable on the open market, in which case the reasons for not securing three such quotations shall be documented in writing.

(ii) Contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants.

(c) A faithful performance bond of not less than one hundred percent (100%) of the contract price, and a payment bond of not less than one hundred percent (100%) of the contract price shall be required.

This section shall not prohibit the District from requiring a public bid process if, in the discretion of the District, selection based upon the evaluation of public bids would better serve the interest of the District.

Section 6. Sale of Property of District

Subject to the requirements of California Public Utilities Code section 2253.5 and with Federal Aviation Administration approval if necessary, whenever the board of directors determines by a majority vote District owns property in its opinion not needed for the District's affairs, it may order said property sold upon such terms and conditions as they determine appropriate.

Section 7. Public Projects

As used in this article "public project" means a project for the construction, improvement and repair of public buildings and works of the District, streets, sewer and storm drains of the District, except work to be performed by District's own forces.

Section 8. Requirement That Expenditures For Public Project of \$50,000 or More Be Submitted to Public Bid

When the expenditure required for a public project is \$50,000 or more, it shall be contracted for and let to the lowest responsible bidder after notice. Where the expenditure required for a public project is less than \$50,000, the requirement for public notice is dispensed with, but informal bids shall be received. The restrictions and provisions of this section shall not apply to contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants. Selection for such services will be made by an evaluation of proposals solicited from capable and competent professionals, and approved by the Board of Directors, whenever the cost of the work to be performed is of an estimated value in excess of \$50,000. This section shall not prohibit the District from requiring public bids for work with an estimated cost of less than \$50,000 if, in the discretion of the District, selection based upon the evaluation of public bids would better serve the interest of the District.

If there is a great public calamity, as an extraordinary fire, flood, storm, epidemic or other disaster, or if it is necessary to do emergency work to prepare for national or local defense, the board of directors may pass a resolution by four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property. Upon adoption of this resolution, it may expend any sum required in the emergency without complying with this article.

Section 9. Notice Inviting Bids; to Set Date For Opening; Publication or Posting; to State Project to be Done

The notice inviting bids shall set a date for the opening of bids. The first publication or posting of the notice shall be at least ten days before the date of opening the bids. Notice shall be published at least twice, at least five days apart in a newspaper adjudicated, a newspaper of general circulation in the State of California having

significant subscribers within the District, or if there is none, it shall be posted in at least three public places in the District that have been designated by resolution as the places for posting public notices. The notice shall distinctly state the project to be done. If the notice includes a requirement for any type of mandatory pre-bid conference, site visit or meeting, it shall include the time, date and location of the mandatory pre-bid site visit, conference or meeting, and when and where project documents, including final plans and specifications are available. Any mandatory pre-bid site visit, conference or meeting shall not occur within five calendar days of the publication of the initial notice, pursuant to Public Contract Code §6610.

Section 10. Rejection of Bids; Readvertisement; Bids the Same; Lack of Bids

At its discretion the board of directors may reject any bids presented and re-advertise. If two or more persons are the lowest responsible bidders, the board of directors may accept the bid it chooses among the lowest responsible bidders. If no bids are received, the board of directors may have the project done without further complying with the provisions of this article as to notice or letting of contract to the lowest responsible bidder.

Section 11. Resolution to Perform Project by Day Labor or to Furnish Materials and Supplies in Open Market; Adoption; Effect

After rejecting bids, the board of directors may pass a resolution by a four-fifths vote of its members declaring that the project can be performed more economically by day labor or the materials or supplies furnished at a lower price in the open market. Upon adoption of the resolution, it may have the project done in the manner stated without further complying with this article.

Section 12. Bids to be Presented under Sealed Cover; to be Accompanied by Security

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

- (a) Cash
- (b) Cashier's check made payable to the District
- (c) A certified check made payable to the District
- (d) A bidder's bond executed by an admitted surety insurer made payable to the District

Section 13. Amount of Security; Necessity for Security

The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

Section 14. Forfeiture of Security upon Failure to Execute Bid

If the successful bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the District, except as hereinafter provided.

Section 15. Deposit of Cash or Proceeds

Upon forfeiture of security, the cash or proceeds shall be deposited in the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost and publication of notice are paid.

Section 16. Award of Bid to Next Lowest Bidder; Application of Lowest Bidder's Security

The board of directors may on refusal or failure of the successful bidder to execute the contract award it to the next lowest responsible bidder. If the board of directors awards the contract to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the District to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

Section 17. Applicable Federal Regulations

Contracts for public projects shall also comply with all applicable statutes, rules and regulations of the United States Government and agencies thereof, and the State of California and agencies thereof.

Section 18. Faithful Performance Bond

In connection with a public project involving an expenditure in excess of \$50,000, it shall be the policy of the District to require a successful bidder to deposit with the District at the time of execution of the contract, a faithful performance bond in the penal sum equal to 100 percent of the total contract price executed by the successful bidder as principal and by a corporate surety company acceptable to the District as surety. A payment bond shall be deposited when required by Civil Code §3247. In connection with a public project involving an expenditure of \$50,000 or less, the District may, at its discretion, require a successful bidder to deposit with the District at the time of execution of the contract, a faithful performance bond and/or a payment bond, each in the penal sum equal to 100 percent of the total contract price executed by the successful bidder as principal and by a corporate surety company acceptable to the District as surety.

ARTICLE X

PROPOSED JOB SPECIFICATIONS AND SALARY SCHEDULES FOR EMPLOYEES

Section 1. Job Specifications Manual

The general manager shall prepare a job specifications manual and shall submit it to the board of directors for its approval. The manual shall classify each position required for necessary work of the District by employees not appointed directly by the board of directors. For each position the manual shall give (a) a general description of the position; (b) the typical tasks which the holder of the position will be called upon to perform; and (c) the employment standards for the position, giving education and experience requirements.

After making such changes as they deem necessary, the board of directors shall adopt the job specifications manual. After adoption of such a manual, the general manager shall distribute to each employee of the District the portion of the manual covering his position and shall use it as criteria for the employment, promotion and discharging of personnel.

Whenever the general manager is of the opinion the job specifications manual should be changed to add or delete a position, he shall so inform the board of directors and in any event shall advise the board in writing at the time of presentation of the preliminary budget for the next fiscal year as to whether, in his opinion, the job specifications manual need be altered or not. Upon request by the general manager to add or delete a position, the board shall approve or disapprove such a request. The general manager is authorized to change the title of the position and the typical tasks which the holder of the position is called upon to perform without board approval, as long as the general description of the position remains the same.

Section 2. Salary Schedules; Employment

The general manager shall prepare and submit to the board of directors a list of classified positions and recommended salary range for each position. After making such changes as it deems necessary, the board of directors shall adopt a salary range for each classified position.

Whenever possible, personnel shall be employed at the minimum rate shown for their positions and in no event may the general manager employ a person without first obtaining the consent of the board of directors for a salary greater than the median salary in the salary range for his/her position.

From time to time the board of directors shall examine the salary ranges for each classified position to determine whether or not they should be altered. The general manager, after performance evaluation, shall decide whether a particular employee should be reclassified, receive the next higher salary step, be retained in a salary step level, or be demoted.



**2025 SMPAD BOARD OF DIRECTORS
COMMITTEE AND LIAISON APPOINTMENTS**

EXECUTIVE

Directors &

ADMINISTRATION & FINANCIAL

Directors &

SAFETY & SECURITY

Directors &

REAL ESTATE

Directors &

AIRPORT PLANNING & CAPITAL IMPROVEMENT

Directors &

GOVERNMENT AFFAIRS

Directors &

MARKETING & PROMOTION

Directors &

GENERAL AVIATION

Directors &

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD NOVEMBER 14, 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, Brown, Clayton, and Baskett. General Manager Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD October 24, 2024. Director Baskett made a Motion to approve the minutes of the regular meeting held October 24, 2024. Director Clayton Seconded, and it was carried by a 4-0 vote. President Moreno abstained.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – The committee met with G3 to discuss an ongoing lease and with the Museum of Flight.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – The committee met with Haute Social by Hayley.
 - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on meetings he attended which included the planning commission regarding “A” Street rezoning, the Business & Government Roundtable, the City of Santa Maria regarding environmental reviews and UCLA regarding CTS.
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 073147 through 073198 in the amount of \$802,902.89, was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Brown Seconded, and it was carried by a 5-0 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 five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

Chris Kunkle, President, Central Coast Jet Center, discussed runway condition issues. He stated the runway was in serious need of repair and is an issue for current business.

6. Introduction of Land Trust for Santa Barbara County and update on Conservation Easement under Settlement Agreement with FWS/CDFW.
7. Authorization for the General Manager to fulfill the first payment of \$50,000.00 to UCLA for the CTS Population Management: Controlled Propagation as part of the Settlement Agreement with FWS/CDFW. Director Brown made a Motion to approve. Director Baskettt Seconded, and it was carried by a 5-0 vote.
8. Presentation by Hayley Mascheroni, Haute Social by Hayley, regarding social media marketing for the Santa Maria Public Airport District.
9. Authorization for the President and Secretary to execute the Ground Lease for the Self-Service Fuel Facility between the District and the Central Coast Jet Center. This item has been tabled until the next meeting.
10. Authorization for the President and Secretary to execute the Twenty-Eighth Amendment of Lease between the District and CJJ Farming. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by a 5-0 vote.
11. Authorization for the President and Secretary to execute the Service Agreement between the District and RRM Design Group for the Santa Maria Airport Business Park Lot Line Adjustment. Director Adams made a Motion to approve. Director Brown Seconded, and it was carried by a 5-0 vote.
12. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and RRM Design Group for On-Call Land Use Planning Services. Director Baskettt made a Motion to approve. Director Brown Seconded, and it was carried by a 5-0 vote.
13. Authorization for the President and Secretary to execute the Service Agreement between the District and RRM Design Group for Open Space Parcel Rezoning. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
14. Authorization for the General Manager to purchase additional security cameras and license plate readers for the terminal parking lots, Terminal Drive, and Hangar Street. Director Baskettt made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
15. Authorization for the General Manager to purchase F3 Foam for two ARFF trucks to stay compliant with the FAA Certification. Director Brown made a Motion to approve. Director Baskettt Seconded, and it was carried by a 5-0 vote.

RECESS: At 6:28 p.m.

Return to OPEN SESSION: At 6:33 p.m. The Board and staff reconvened to Open Session.

16. Closed Session. At 6:33 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379).

- b) Conference with Real Property Negotiators: Property: 3015 & 3025 Airpark Drive, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: Santa Maria Museum of Flight. Under negotiation: Price and terms of payment. (Gov. Code Section 54956.8)

At 7:20 pm., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

- 17. Directors' Comments. Directors Adams and Brown had no comment.

Director Clayton thanked Director Baskett for his service, and he expressed his opinion on the Water Board.

Director Baskett is looking forward to the airport getting better and better.

President Moreno stated the airport is moving in the right direction. He is excited to be a part of the next years and appreciates the community involvement in the conservation efforts.

- 18. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on December 12, 2024, at the regular meeting place. Director Adams made that Motion, Director Clayton Seconded, and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:23 p.m. on November 14, 2024.

Ignacio Moreno, President

Steven Brown, Secretary

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073199 to 073272 and electronic payments on Pacific Premier Bank and in the total amount of \$507,680.27.

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 073199 to 073272 and electronic payments on Pacific Premier Bank in the total amount of \$507,680.27 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 DECEMBER 12, 2024.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73199	11/14/2024	Adams, Chuck	\$600.00	Director's Fees
* 73200	11/14/2024	Advantage Answering Plus	\$383.12	Answering Service
* 73201	11/14/2024	American Assn of Airport Exec	\$275.00	Ric Tokoph - Annual Membership
* 73202	11/14/2024	AT&T	\$187.15	Telephone Service
* 73203	11/14/2024	Baskett, David	\$100.00	Director's Fees
* 73204	11/14/2024	Bomar Security & Investigation	\$5,130.00	Security Service
* 73205	11/14/2024	Brown, Steve	\$600.00	Director's Fees
* 73206	11/14/2024	C.J. Brown & Company, CPAs	\$8,090.00	Annual Audit
* 73207	11/14/2024	Cal-Coast Machinery, Inc	\$36.62	Vehicle Maintenance
* 73208	11/14/2024	Central City Tool Supply, Inc.	\$288.74	KCI Boarding Ramp
* 73209	11/14/2024	CNH Industrial Accounts	\$79.31	Vehicle Maintenance
* 73210	11/14/2024	Coast Networx	\$210.00	Network Support Services
* 73211	11/14/2024	Coastline Equipment Company	\$187.05	Vehicle Maintenance
* 73212	11/14/2024	Comcast	\$1,344.62	Cable/Internet/Digital Voice
* 73213	11/14/2024	Comcast Business	\$2,216.60	Internet Service
* 73214	11/14/2024	Corr, Harvey	\$150.00	Lost Badge Fee Refund
* 73215	11/14/2024	Digital West	\$950.65	Network Services - Terminal
* 73216	11/14/2024	Grainger	\$100.40	Shop Supplies
* 73217	11/14/2024	Gsolutionz, Inc.	\$80.06	GPS Services - December 2024
* 73218	11/14/2024	Hayward Lumber Company	\$714.59	FBO Building Maintenance
* 73219	11/14/2024	J B Dewar, Inc	\$719.68	Unleaded/Diesel Fuel
* 73220	11/14/2024	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 73221	11/14/2024	MarTeeny Designs	\$275.00	Website Maintenance
* 73222	11/14/2024	Maya Mexican Restaurant	\$1,115.06	Leadership Meeting
* 73223	11/14/2024	Mission Linen Service	\$635.37	Uniform Service
* 73224	11/14/2024	Mizuguchi, Kent	\$250.00	Tenant Refund
* 73225	11/14/2024	Moreno, Ignacio	\$300.00	Director's Fees
* 73226	11/14/2024	Oberon3, Inc	\$50.00	Terminal Maintenance
* 73227	11/14/2024	O'Mahony, Sean	\$661.00	Tenant Refund
* 73228	11/14/2024	Pathpoint	\$1,831.36	Airport Maint. Svc - Window Cleaning
* 73229	11/14/2024	Pat's Automotive	\$761.15	Vehicle Maintenance
* 73230	11/14/2024	Quaglino Roofing	\$67,630.12	US Customs: Roof Repair
* 73231	11/14/2024	Quinn Company	\$209.11	Vehicle Maintenance
* 73232	11/14/2024	RB Clean & Sweep	\$500.00	Street Sweeping
* 73233	11/14/2024	San Luis Powerhouse	\$2,855.67	Emergency Generators - Annual Svs
* 73234	11/14/2024	Service Star	\$12,511.13	Janitorial Service
* 73235	11/14/2024	Sousa Tire Service, LLC	\$1,963.64	Vehicle Maintenance
* 73236	11/14/2024	The Land Trust for SB County	\$10,000.00	Conservation Easement - Deposit
* 73237	11/14/2024	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 73238	11/14/2024	U.S. Bank Equipment Finance	\$558.39	RICOH Printer Lease

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73239	11/14/2024	Verizon Wireless	\$1,077.13	Mobile Devices
* 73240	11/14/2024	VTC Enterprises	\$84.00	Trash - Paper Recycling
* 73241	11/25/2024	RRM Design Group	\$21,454.75	Multiple Projects
* 73242	11/26/2024	Adamski Moroski	\$2,746.00	Legal Counsel Services
* 73243	11/26/2024	Archive Social	\$4,188.00	Social Media Archiving Subscription - Annual
* 73244	11/26/2024	AT&T	\$179.33	Telephone Service
* 73245	11/26/2024	Bomar Security & Investigation	\$2,854.50	Security Service
* 73246	11/26/2024	Boyer's Diesel	\$1,350.15	Vehicle Maintenance
* 73247	11/26/2024	CA Dept of Tax and Fee Administration	\$432.80	Water Rights - 7/1/24 - 6/30/25
* 73248	11/26/2024	City of Santa Maria	\$530.00	Construction Meter Fees
* 73249	11/26/2024	City of Santa Maria-Util Div	\$13,398.95	Utilities - Water
* 73250	11/26/2024	Clark, Clifford	\$125.00	Tenant Refund
* 73251	11/26/2024	Groveman Hiete LLP	\$20,607.46	Legal Counsel Services
* 73252	11/26/2024	Gsolutionz, Inc.	\$406.98	Voice Services - 10/22/24 - 11/21/24
* 73253	11/26/2024	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 73254	11/26/2024	Henderson, Leslie	\$125.00	Tenant Refund
* 73255	11/26/2024	Home Depot	\$1,178.64	Terminal Maintenance/Shop Supplies
* 73256	11/26/2024	Interstate Batteries	\$312.00	Vehicle Maintenance
* 73257	11/26/2024	J B Dewar, Inc	\$776.60	Vehicle Maintenance
* 73258	11/26/2024	Letters, Inc.	\$134.82	Car Wash
* 73259	11/26/2024	Liebert Cassidy Whitmore	\$3,375.00	Personnel Rule Review
* 73260	11/26/2024	Limotta Internet Technologies	\$5,402.00	Network Support Services
* 73261	11/26/2024	McMaster-Carr	\$194.58	Shop Supplies
* 73262	11/26/2024	Mead & Hunt, Inc.	\$11,316.58	Airport Consulting Service
* 73263	11/26/2024	Mission Linen Service	\$278.64	Uniform Service
* 73264	11/26/2024	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 73265	11/26/2024	Pat's Automotive	\$410.54	Vehicle Maintenance
* 73266	11/26/2024	ProDIGIQ, Inc	\$5,400.00	Ongoing Service - GASB 7/2024 - 6/2025
* 73267	11/26/2024	RRM Design Group	\$11,099.50	SMX Spec Plan Amendment/Parcel Rezone
* 73268	11/26/2024	Santa Maria Breakfast Rotary	\$750.00	Airport Advertising - 2024 Parade of Lights
* 73269	11/26/2024	Santa Maria Times	\$240.00	Annual Subscription - Newspaper
* 73270	11/26/2024	Smith's Alarms & Electronics Inc.	\$630.00	Fire Alarm Service
* 73271	11/26/2024	SWRCB	\$2,461.00	Site Cleanup Program 7/1/24 - 9/30/24
* 73272	11/26/2024	The Widroe Group, Inc.	\$18,000.00	Consulting Services
		Subtotal	<u>\$265,218.74</u>	
ACH	11/7/2024	Paychex	\$8,179.34	Payroll Taxes
ACH	11/7/2024	Paychex	\$29,887.74	Payroll

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	11/7/2024	PG&E	\$9,647.06	Terminal/Admin/Hangar Electricity
ACH	11/8/2024	Paychex	\$209.20	Paychex Invoice
ACH	11/8/2024	PG&E	\$11,649.04	Terminal/Admin/Hangar Electricity
ACH	11/12/2024	Empower Retirement	\$5,260.99	Employee Paid Retirement
ACH	11/12/2024	CalPers	\$17,993.69	Employee Health Insurance
ACH	11/13/2024	Pacific Premier Bank	\$189.68	Analysis Activity
ACH	11/13/2024	Neopost	\$200.00	Postage
ACH	11/14/2024	PG&E	\$1,622.86	Terminal/Admin/Hangar Electricity
ACH	11/14/2024	Frontier Communications	\$1,138.01	Telephone Service
ACH	11/15/2024	De Lage Landen	\$83.74	Copier
ACH	11/19/2024	The Gas Company	\$276.69	Utilities - Gas
ACH	11/19/2024	CalPers	\$7,353.53	Employee Retirement
ACH	11/21/2024	Paychex	\$30,156.17	Payroll
ACH	11/21/2024	Paychex	\$8,316.19	Payroll Taxes
ACH	11/21/2024	Frontier Communications	\$1,028.34	Telephone Service
ACH	11/22/2024	Paychex	\$209.20	Paychex Invoice
ACH	11/25/2024	Empower Retirement	\$5,260.99	Employee Paid Retirement
ACH	11/26/2024	Clark Pest Control	\$3,240.75	Weed/Wildlife Maintenance
ACH	11/26/2024	Umpqua Bank	\$8,605.18	Business Travel, Office Equipment
ACH	11/26/2024	Amazon Capital Services	\$467.11	Shop and Office Supplies
ACH	11/27/2024	Aflac	\$204.24	Employee Voluntary Insurance
ACH	11/29/2024	Ultrex	\$20.52	Equipment Lease - Usage Charge
ACH	11/29/2024	Ready Refresh	\$38.76	Water Delivery
ACH	11/29/2024	CalPers	\$16,846.00	Unfunded Liability
ACH	12/2/2024	Principal	\$2,739.07	Employee Dental/Life/Disability Insurance
ACH	12/3/2024	Frontier Communications	\$299.60	Telephone Service
ACH	12/3/2024	CalPers	\$7,353.53	Employee Retirement
ACH	12/4/2024	Ready Refresh	\$185.80	Water Delivery
ACH	12/5/2024	Paychex	\$30,393.79	Payroll
ACH	12/5/2024	Paychex	\$8,322.23	Payroll Taxes
ACH	12/6/2024	PG&E	\$19,528.56	Terminal/Admin/Hangar Electricity
ACH	12/6/2024	Empower Retirement	\$5,260.99	Employee Paid Retirement
ACH	12/6/2024	Paychex	\$209.20	Paychex Invoice
ACH	12/9/2024	De Lage Landen	\$83.74	Copier
		Subtotal	<u>\$242,461.53</u>	

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
		Total	<u>\$507,680.27</u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of October 31, 2024

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	8,481.37	30,000.00	(21,518.63)	(71.7 %)
61100-Tiedowns	9,364.00	9,500.00	(136.00)	(1.4 %)
61200-Fuel Flowage Fees	69,355.26	33,333.36	36,021.90	108.1 %
62000-T-Hangar	189,052.00	206,678.00	(17,626.00)	(8.5 %)
62100-Corporate Hangar	133,106.00	145,304.68	(12,198.68)	(8.4 %)
62200-Owner Build Hangar	7,988.00	7,988.00	0.00	.0 %
63000-T-Hangar Storage	16,772.00	17,166.68	(394.68)	(2.3 %)
64100-Main Hangar	47,008.00	47,000.00	8.00	.0 %
64200-Commercial Aviation	178,570.70	132,333.36	46,237.34	34.9 %
64300-Land Lease - Commercial Aviation	32,844.00	32,866.68	(22.68)	(.1 %)
65000-Car Rental	64,939.98	65,000.00	(60.02)	(.1 %)
65100-Terminal Space Lease	57,141.89	57,000.00	141.89	.2 %
66100-Agricultural Lease	443,218.40	605,613.36	(162,394.96)	(26.8 %)
66200-Non Aviation Land Leases	141,042.09	136,333.36	4,708.73	3.5 %
66300-Cell Tower Lease	20,200.00	20,200.00	0.00	.0 %
66400-Mobile Home Parks	187,521.13	186,333.36	1,187.77	.6 %
67000-Administrative Income	13,252.00	7,333.36	5,918.64	80.7 %
67210-Leo Reimbursement	0.00	2,333.36	(2,333.36)	(100.0 %)
69100-Interest and Investment Earnings	115,394.26	83,333.36	32,060.90	38.5 %
69120-PFC Revenue	19,297.35	21,666.64	(2,369.29)	(10.9 %)
69200-Tax Revenues	87,591.98	808,666.68	(721,074.70)	(89.2 %)
Total Income	1,842,140.41	2,655,984.24	(813,843.83)	(30.6 %)
80000-G&A	6,793.06	4,666.68	2,126.38	45.6 %
80001-MHP - Maintenance	4,644.77	10,333.36	(5,688.59)	(55.1 %)
80002-MHP - MHP Liability Insurance	2,669.06	4,666.68	(1,997.62)	(42.8 %)
80003-MHP - Property Management	9,400.00	9,400.00	0.00	.0 %
80004-MHP - Salaries/ Employee Related Expenses	46,185.44	42,666.68	3,518.76	8.2 %
80005-MHP - Utilities	73,054.82	66,666.68	6,388.14	9.6 %
80100-Salaries- Administration	153,082.78	174,000.00	(20,917.22)	(12.0 %)
80101-Salaries - Maintenance & Operations	169,440.56	181,933.36	(12,492.80)	(6.9 %)
80102-Employee Benefits - Other	20,006.53	19,000.00	1,006.53	5.3 %
80104-Employee Benefits - Medical	88,413.83	94,333.36	(5,919.53)	(6.3 %)
80105-Medicare Tax	5,780.09	5,166.68	613.41	11.9 %
80106-PERS Retirement	105,403.05	118,266.68	(12,863.63)	(10.9 %)
81000-ARFF Services	248,530.00	331,000.00	(82,470.00)	(24.9 %)
81100-Electricity	95,017.61	77,833.44	17,184.17	22.1 %
81200-Natural Gas	786.92	3,800.04	(3,013.12)	(79.3 %)
81300-Water	53,375.75	36,666.76	16,708.99	45.6 %
81600-Communications	24,319.40	26,758.36	(2,438.96)	(9.1 %)
81601-Communications - Alarm	5,649.32	5,200.00	449.32	8.6 %
81602-Communications - Wireless	5,933.53	5,966.68	(33.15)	(.6 %)
81603-Communications - Access Control	534.38	433.36	101.02	23.3 %
82400-Supplies Office	10,455.77	14,666.72	(4,210.95)	(28.7 %)
82410-Supplies Shop	20,437.55	10,000.00	10,437.55	104.4 %
82500-Fuel Expense	13,300.54	15,333.36	(2,032.82)	(13.3 %)
83000-Maintenance - Misc	5,313.26	7,100.08	(1,786.82)	(25.2 %)
83001-Maintenance - Lighting	3,426.48	8,833.40	(5,406.92)	(61.2 %)
83002-Maintenance - Generator	1,035.00	2,500.04	(1,465.04)	(58.6 %)
83003-Maintenance - Pavement	5,797.24	11,333.40	(5,536.16)	(48.8 %)
83004-Maintenance - Weed/Wildlife	13,379.21	20,000.00	(6,620.79)	(33.1 %)
83005-Maintenance - Fencing & Gates	3,339.93	6,433.40	(3,093.47)	(48.1 %)
83006-Maintenance - Building	20,723.22	25,235.76	(4,512.54)	(17.9 %)
83007-Maintenance - Fire Alarm	1,626.42	2,133.32	(506.90)	(23.8 %)
83008-Maintenance - Drainage	981.90	5,000.04	(4,018.14)	(80.4 %)
83100-Signs	2,490.13	2,833.40	(343.27)	(12.1 %)
84000-Equipment Lease	3,527.54	3,333.36	194.18	5.8 %
84500-Janitorial	46,182.00	46,127.40	54.60	.1 %
84700-Landscaping	20,805.31	24,661.04	(3,855.73)	(15.6 %)

85000-Vehicle Maintenance	22,860.17	25,666.64	(2,806.47)	(10.9 %)
85400-Dues and Membership	63,213.13	25,000.00	38,213.13	152.9 %
86000-Advertising	7,132.96	16,666.68	(9,533.72)	(57.2 %)
86001-Consulting - Admin	46,581.72	38,888.00	7,693.72	19.8 %
86002-Consulting Professional	151,732.58	85,091.36	66,641.22	78.3 %
86003-Consulting - Legal	128,945.11	89,166.68	39,778.43	44.6 %
86004-Consulting - Security	98,678.45	163,666.68	(64,988.23)	(39.7 %)
86005-Bank Fees	987.09	800.00	187.09	23.4 %
86006-Computer Software	136,738.94	47,833.36	88,905.58	185.9 %
86007-Customs	0.00	41,666.68	(41,666.68)	(100.0 %)
86015-Depreciation - Hangar Area	6,709.36	9,000.00	(2,290.64)	(25.5 %)
86020-Depreciation - Owner Build	867.53	0.00	867.53	.0 %
86025-Depreciation - Landing Area	330,559.00	666,666.68	(336,107.68)	(50.4 %)
86035-Depreciation - FBO	0.00	8,333.36	(8,333.36)	(100.0 %)
86045-Depreciation - Revenue Gen Land	0.00	78,666.68	(78,666.68)	(100.0 %)
86055- Depreciation - Terminal Area	99,066.35	130,666.68	(31,600.33)	(24.2 %)
86100-Depreciation - Administration	26,602.00	15,000.00	11,602.00	77.3 %
86200-Insurance	114,408.06	148,666.68	(34,258.62)	(23.0 %)
86500-Permits	70.00	4,000.00	(3,930.00)	(98.3 %)
86600-Education and Recognition	2,826.77	7,758.36	(4,931.59)	(63.6 %)
86700-Business Travel	3,374.38	10,000.00	(6,625.62)	(66.3 %)
86800-Fire Fighting Training	0.00	9,000.00	(9,000.00)	(100.0 %)
86900-Election Expense	0.00	6,666.68	(6,666.68)	(100.0 %)
88001-Airfest Expense - Sponsorship	75,000.00	25,000.00	50,000.00	200.0 %
88009-Airfest Expenses- Miscellaneous	2,494.08	0.00	2,494.08	.0 %
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	2,610,690.08	3,078,154.72	(467,464.64)	(15.2 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	(768,549.67)	(422,170.48)	(346,379.19)	(15.5 %)
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Santa Maria Public Airport District
Profit & Loss
As of October 31, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	17,845.37	4,600.44	4,461.34	97.0 %
Fuel flowage fees	69,355.26	11,897.22	17,338.81	145.7 %
Subtotal	87,200.63	16,497.66	21,800.15	132.1 %
Hangar area				
T-Hangar	189,052.00	50,525.00	47,263.00	93.5 %
Corporate T-Hangars	133,106.00	36,610.00	33,276.50	90.9 %
T-Hangar Storage Units	16,772.00	4,219.00	4,193.00	99.4 %
Owner Build Hangars	7,988.00	1,997.00	1,997.00	100.0 %
Subtotal	346,918.00	93,351.00	86,729.50	92.9 %
FBO Area				
Main Hangar	47,008.00	11,752.00	11,752.00	100.0 %
Commercial Hangars	178,570.70	35,723.82	44,642.68	125.0 %
Land Leases	32,844.00	8,211.00	8,211.00	100.0 %
Subtotal	258,422.70	55,686.82	64,605.68	116.0 %
Terminal Area				
Car Rental	64,939.98	15,295.72	16,235.00	106.1 %
Terminal Space Lease	57,141.89	14,327.30	14,285.47	99.7 %
TSA LEO Reimbursement	0.00	0.00	0.00	
Subtotal	122,081.87	29,623.02	30,520.47	103.0 %
Revenue generating land				
Non Aviation Land Leases	141,042.09	33,380.92	35,260.52	105.6 %
Agricultural Leases	443,218.40	125,600.82	110,804.60	88.2 %
Cell Towers	20,200.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	187,521.13	47,843.19	46,880.28	98.0 %
Subtotal	791,981.62	211,874.93	197,995.40	93.4 %
Administrative				
Badging Income			0.00	
Miscellaneous Income	13,252.00	9,226.00	3,313.00	35.9 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	13,252.00	9,226.00	3,313.00	35.9 %
Total Revenue from operations	1,619,856.82	416,259.43	404,964.20	97.3 %

0.00

Santa Maria Public Airport District
Profit & Loss
As of October 31, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	35,182.93	9,609.45	8,795.73	91.5 %
Hangar Area	33,311.62	7,432.17	8,327.91	112.1 %
FBO Area	33,152.39	8,054.17	8,288.10	102.9 %
Terminal Area	158,822.61	44,627.52	39,705.65	89.0 %
Revenue generating land	151,610.98	39,298.10	37,902.75	96.4 %
Salaries and Benefits	540,775.99	138,047.11	135,194.00	97.9 %
Utilities	67,862.35	17,804.09	16,965.59	95.3 %
Supplies	44,193.86	10,862.43	11,048.47	101.7 %
Maintenance and Repairs	35,076.92	10,054.63	8,769.23	87.2 %
Contractual Services	431,168.36	73,074.91	107,792.09	147.5 %
Real Estate Commission	0.00	0.00	0.00	
ARFF Services	248,530.00	0.00	62,132.50	
Security Services	98,678.45	8,884.50	24,669.61	277.7 %
Dues and Subscriptions	63,213.13	49.90	15,803.28	31669.9 %
Advertising	7,132.96	0.00	1,783.24	
Depreciation	463,804.24	0.00	115,951.06	
Insurance	114,408.06	0.00	28,602.02	
Election Expense	0.00	0.00	0.00	
Business Travel	3,374.38	2,676.61	843.60	31.5 %
Fire Fighting Training	0.00	0.00	0.00	
Rent Credit	0.00	0.00	0.00	
Air Show Expense	77,494.08	(1,800.00)	19,373.52	(1076.3) %
Other Miscellaneous Expense	2,896.77	624.46	724.19	116.0 %
Total Expenses	<u>2,610,690.08</u>	<u>369,300.05</u>	<u>652,672.54</u>	<u>176.7 %</u>
Operating income (loss)	<u>(990,833.26)</u>	<u>46,959.38</u>	<u>(247,708.34)</u>	<u>(527.5) %</u>
Non-Operating Revenues (Expenses):				
PFC Revenue	19,297.35	4,259.59	4,824.34	113.3 %
Interest Income	115,394.26	40,319.49	28,848.57	71.5 %
Tax Revenues	87,591.98	87,591.98	21,898.00	25.0 %
AIP Reimbursement	0.00	0.00	0.00	
Gain on Land Sale	0.00	0.00	0.00	
Total non-operating rev (exp)	<u>222,283.59</u>	<u>132,171.06</u>	<u>55,570.91</u>	<u>42.0 %</u>
Net Income	<u>(768,549.67)</u>	<u>179,130.44</u>	<u>(192,137.43)</u>	<u>(107.3) %</u>

Current Assets:

Cash and cash equivalents	4,747,327
Restricted - cash and cash equivalents	410,098
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	264,412
Prepaid expenses and deposits	11,303,046
	<hr/>
Total current assets	16,732,883

Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	9,390,433
Depreciable capital assets	28,374,157
Deferred other post-employment benefits outflows	9,000
Deferred pension outflows	966,715
	<hr/>
Total non-current assets	38,740,305

Total assets	<hr/> 55,473,187
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Current Liabilities:

Accounts payable and accrued expenses	213,105
Accrued wages and related payables	4,299
Unearned Revenue (customer prepaid)	558,078
Hangar and other deposits	116,103
Long-term liabilities - due in one year:	
Compensated absences	47,937
Land improvements payable	11,175
	<hr/>
Total current liabilities	950,698

Long-term liabilities - due in more than one year

Compensated absences	143,810
Land improvements payable	63,327
Total other post-employment benefits liability	337,720
Net pension liability	2,410,249
Deferred pension inflows	151,904
	<hr/>
Total long term liabilities	3,107,010

Total Liabilities	<hr/> 4,057,709
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Net position:

Retained Earnings	52,184,028
Change in Net Position	(768,550)
	<hr/>
Total net position	51,415,479

Total liabilities and net position	<hr/> 55,473,187
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GROUND LEASE -
SELF-SERVICE FUEL FACILITY

By and Between

SANTA MARIA PUBLIC AIRPORT DISTRICT

and

CENTRAL COAST JET CENTER, L.L.C.

December 12, 2024

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FACILITY LEASE - SELF-SERVICE FUEL FACILITY

THIS FACILITY LEASE ("Lease"), dated December 12, 2024, is entered into by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California and CENTRAL COAST JET CENTER, L.L.C., (herein called "Tenant").

In consideration of the conditions, covenants and agreements herein contained, the parties agree as follows:

1. **Definitions.** Unless the context otherwise requires, the following terms have the meanings specified as follows:

- a. **"Airport"** means the Santa Maria Public Airport at Santa Maria, California.
- b. **"FAA"** means the Federal Aviation Administration or its successor organization or department.
- c. **"Improvements"** includes buildings, structures, fixtures, partitions, counters, and any other property affixed to the realty in any manner.
- d. **"Leased Premises" or "Premises"** mean and include the real property at the Airport, consisting of approximately 10,320 sq. ft. of improved land including a twelve thousand gallon (12,000 gal) fuel tank, dispenser, fueling terminal, and related support equipment and utilities, depicted as "Premises" on the plot plan marked Exhibit "A" attached hereto and made a part of hereof, together with access thereto.

2. **Premises.** District leases to Tenant and Tenant leases from District the Premises for the rent and on the terms and conditions hereinafter set forth.

3. **Term.** The initial term of this Lease shall be ten (10) years commencing January 1, 2025, and expiring, unless sooner terminated as hereinafter provided, at 11:59 PM on December 31, 2034 (herein referred to as the "Initial Term" or the "Term" or "Term of this Lease").

4. **Option to Extend Term.** Tenant shall, if not in default under this Lease, have the option, exercisable upon the terms and conditions and in the manner hereinafter provided, to

extend the Term of this Lease from the expiration of the Initial Term for one (1) ten (10) year period (the "Extended Term") on the same terms, covenants and conditions herein contained. The option to extend the Initial Term shall be exercised only by Tenant delivering to District at least six (6) months prior to the expiration of the Initial Term or the, written notice of Tenant's election to extend the Initial Term. Tenant's right to exercise the option is contingent upon the Lease being in effect and Tenant not being in default under the Lease at the time of giving notice and at the time the Extended Term is to begin. At commencement of the Extended Term, "Term" or "Term of this Lease" shall mean and include the Extended Term.

5. **Right of First Refusal.** For a period commencing six (6) months prior to expiration of the Extended Term, if the option is exercised, and ending at expiration of the Extended Term, and contingent upon the Lease being in effect and the Tenant not being in default, Tenant shall have a right of first refusal to lease the Premises upon such terms and conditions acceptable to District, provided District is willing to continue to lease the Premises for a self-service fuel facility.

6. **Rent.**

- a. **Rent.** Tenant shall pay to District as annual rent for the Leased Premises, The sum of two-thousand four hundred dollars (\$2,400.00).
- b. **Rent Increases.** Effective January 1, 2026, and annually thereafter on January 1 of each year except as provided in subparagraph c, below, the rent shall be adjusted upwards, but not downwards, by the percentage proportion of the change in the Consumer Price Index, All Items, 1982-1984 = 100, Los Angeles-Anaheim-Riverside, For All Urban Consumers (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics, or its successor in function, for the most recent 12-month period available before the adjustment date.
- c. For the calendar year beginning January 1, 2030, and every five years thereafter, the District shall conduct an analysis of the District's rent under this Lease based on fuel flow charges reported annually to the District. The analysis shall calculate the amount equivalent to eight cents (\$0.08) per gallon of aviation fuel pumped or delivered to anyone into the self serve storage tank, based on actual annual reported sales ("Fuel Flow Charges"). If the difference between the annual rent then in-effect and the Fuel Flow Charges for the previous five-year period is greater than twenty-five percent (25%) of the annual rent then in-effect, the Parties may, by written agreement signed by both parties, adjust the baseline annual rent in that fifth year to the average annual Fuel Flow Charges for the previous five-year period.

- d. Section 3. In any year in which the District conducts a market rate analysis study of the District's rates and charges for non-commercial hangars and storage units, the rates and charges shall be established by the Board of Directors based on the recommendations in the market rate analysis study, and the limitation described in Section 1 shall not apply.

- e. Payment. Tenant shall pay the full annual rent in advance to District on or before January 1 of each year, without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, California 93455 or such other address as District may direct Tenant in writing.

- f. Additional Rent. All costs, fees, fuel flow charges, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements and obligations of every kind and nature relating to the Leased Premises or the improvements thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this Lease shall be the obligation of Tenant and shall be deemed "Additional Rent." If Tenant fails to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this Lease in the event of non-payment of rent or other event of default. District shall at all times also have the right but not the obligation to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder deemed necessary to protect the interests of District under this Lease. No advance by District shall operate as a waiver of any of District's rights, and Tenant shall remain fully responsible for the performance of its obligations. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Tenant and shall bear interest at the highest rate of interest California law permits individuals to charge, from the date such sums were advanced until repaid in full.

7. Late Charge. Tenant acknowledges that late payment by Tenant to District of rent and fuel flow charges will cause District to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent or fuel flow charges due from Tenant is not received by District on or before the day 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, if the date the rent or fuel flow charges are due falls on a Saturday, Sunday, or holiday in which the administrative office of District is closed for

a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent and/or fuel flow charges as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs the 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.

8. **Tenant's Records and Statements.** Tenant shall keep true and complete records of the number of gallons of aviation fuel pumped or delivered at the Airport by Tenant for which the rent and fuel flow charges are payable hereunder in such form and detail as the District may require, and shall give District access, during reasonable hours, to such records. Within thirty (30) days after the end of each calendar year, Tenant shall furnish District a true and accurate statement of the number of gallons and price charged each week of aviation fuel pumped or delivered by Tenant at the Airport during the period reported, in such detail and form as District may request. The annual statement shall be certified to be correct by Tenant.

9. **Audit.** District shall have the right at any time and from time to time to audit all of the documents, records, papers and files of Tenant which in any way relate to rent and fuel flow charges payable hereunder or the determination thereof, or prices charged by Tenant, and on request of District, Tenant shall make all such materials available at reasonable times for examination at the Airport. If District should have an audit made, and the amount of the fuel flow charges shown by Tenant's statements furnished pursuant to Paragraph 8, above, should be found to be understated by more than five percent (5%), Tenant shall immediately pay to District the costs of such audit as well as the additional charges due, otherwise, the costs of such audit shall be paid by District not to exceed \$750. If the amount of fuel flow charges shown by Tenant's statements are understated by more than fifteen percent (15%), or Tenant should be found to have overcharged for fuel in violation of Paragraph 14 by more than fifteen percent (15%), District shall have the right to terminate this Lease upon discovery of such understatement or overcharge. Each party agrees to pay to the other on demand the amounts that may be necessary to effectuate any adjustment.

10. **Security Deposit.** Tenant shall maintain a deposit with District in an amount equivalent of two months rent (\$400 for initial term) as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, District can use the security deposit, or any portion of it, to cure the default or to compensate District for all damage sustained by District resulting from Tenant's default. If Tenant is not in default at the expiration or termination of this lease, District shall return the security deposit to Tenant. District's obligations with respect to the security deposit are those of a debtor and not a trustee. District shall deposit into an account in the name of District, subject to withdrawal and retention by District of all or any part of the amount on deposit to cure the default of Tenant or to compensate District for all damage sustained by District resulting from Tenant's default.

11. **Negation of Partnership.** District shall not, in any way or for any purpose, be deemed or become a partner of Tenant in its business, or otherwise, or a joint venture, or a member of any joint enterprises with Tenant.

12. **Compliance With Laws.** Tenant shall secure and maintain in force during the term of this Lease all licenses and permits necessary or required by law for the conduct of Tenant's operations. Tenant shall abide by and comply with, at Tenant's sole cost and expense, all applicable and valid laws, ordinances, statutes, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning hazardous or toxic materials, air and/or water quality, fire and/or occupational safety, and accessibility, which may apply to the conduct of Tenant's operations on the Premises, at Tenant's sole cost and expense.

Tenant shall observe, obey, abide by and pay all costs of compliance with any and all rules, regulations and operating procedures now in force or hereafter adopted by District with respect to the operation of the Airport.

Tenant agrees and understands that the rules, regulations, and operating procedures of the District shall be subject to change and/or additions from time to time, as determined by District.

13. **Operating Standards.** Tenant shall, at all times, conduct its operations and maintain the quality of its service in a manner satisfactory to the District. At a minimum, Tenant shall conduct its business in accordance with the following operating standards. Tenant shall:

- a. Provide adequate supervision for its operations at the Airport and shall insure that all tanks and equipment are in good working order at all times;
- b. Require its employees or agents to comply with the provisions of this Lease and these operating standards. In addition, Tenant's employees shall be neat, clean and courteous. Tenant shall furnish service on a fair, reasonable, and efficient basis and will closely supervise its employees to insure a high standard of service to the public. Tenant's failure to insure compliance by its agents and employees shall be sufficient cause to terminate this Lease.
- c. Manage, maintain and operate the Premises for storage of aircraft engine fuels and subsequent sale to aircraft. Tenant shall make available all fuels to the public without unjust discrimination and shall refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for such fuels. Tenant shall conduct operations in a good, efficient and economical manner, conducive to rendering fair and acceptable service to the public, and which will compare favorably with service or services offered to the public in

operations at public airports in California of comparable size to the Airport, and be conducive to the obtaining and retaining of the general good will of the public.

- d. Perform all work and services promptly and in a workmanlike, professional and first class manner in every respect.
- e. Provide and keep current in the District's office a list of all employees who will be working at the Airport and their job titles and emergency phone numbers.
- f. Furnish and keep adequate fire extinguishers in the required numbers on the Premises in accessible places; said fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency notice following an inspection by the Fire Department or District, or other applicable government agency, Tenant agrees to make any and all corrections immediately in the time and manner required by the Fire Department or District, but in no event later than five (5) days after receipt of the notice unless an extension is approved by District.
- g. Maintain an adequate supply or inventory of aviation fuel to meet demand. Failure to provide sufficient aviation fuel sales service at the Airport for more than seventy-two (72) consecutive hours will be a breach of this Lease for which District may immediately terminate this Lease; provided, District shall not terminate this Lease if Tenant can demonstrate to District's reasonable satisfaction that failure to meet this condition and covenant is due entirely to factors over which Tenant has no control. Failure to reach agreement with a supplier, contractor or employee shall not be considered a factor over which Tenant has no control.
- h. Be available at all times, on call or otherwise, at the Airport, through its designated employees which are authorized to bind Tenant in all matters concerning Tenant's operations at the Airport.
- i. Have and arrange for any and all inspections of the Premises and operations thereon by governmental agencies as are required by law, regulations or ordinances.

- j. Comply with the through put limitation of any permit from the County of Santa Barbara and indemnify and hold District harmless from any Tenant violation of the through put limitation.
- k. Obtain a Regulated Materials Permit from the County of Santa Barbara Protection Services Division and a Permit to Operate from the Santa Barbara County Air Pollution Control District within thirty (30) days of the execution date of this Lease.

14. **Hours of Operation.** The parties acknowledge that the District is permitting Tenant to operate a profitable business which is also a vitally important service at the Airport. As a material consideration for the District to enter into this Lease, and thereby permit the use of the Premises to Tenant for its operation, Tenant does hereby covenant and agree to operate and keep open for use of the public the fueling services at the Airport efficiently 24 hours a day, 365 days a year, Sundays and holidays unless notification has been made to District of an outage.

15. **Permitted Uses.** Permitted Uses. Tenant shall use the Leased Premises only for operation of a self-service, above-ground, fuel facility, for the storage and sale of aviation fuels and aviation lubricants.

Tenant shall not use the Premises or any portion thereof for any other purpose, without the prior written approval of District. District reserves its right to renegotiate the rent and other terms of this Lease if Tenant desires to amend this paragraph. In the event of any unauthorized use, District may, at its option, immediately terminate this Lease. Nothing contained herein shall be deemed to give Tenant exclusive rights at the Airport in connection with any of the permitted uses herein.

16. **Construction By Tenant.** Within the first year Tenant shall, at Tenant's sole cost, perform certain repairs, painting, and reconditioning of the self-serve fuel tank, including installation of a new fuel dispenser.

17. **Specific Prohibited Uses.** Tenant shall not use or permit use of the Premises, or any portions thereof, for any of the following purposes:

- a. Use any portion of the Premises contrary to or in violation of this Lease or of directives, rules or regulations of the District or any governmental entity or agency having jurisdiction.

- b. Store on the Premises any property or articles, or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 15 of this Lease.
- c. Locate, erect or construct or permit the location, erection or construction of any object or structure without specific prior written approval of District.
- d. Store any flammable or inflammable liquids, substances, explosives, hazardous or toxic materials other than aviation fuels and lubricants on the Premises; provided, Tenant may store not more than one (1) 55-gallon barrel for each type of fuel stored on the Premises as needed to sump fuel tanks for moisture and contamination, until properly disposed of as hazardous waste, not to exceed two (2) barrels at any one time.
- e. Any use, activity or improvement which will interfere with or may otherwise affect safe air navigation or create a hazard to aeronautical activities or to the operation of the Airport.
- f. Any use in violation of applicable zoning regulations or other law.
- g. Sale of gasoline or other fuels for use in motor vehicles or for any purpose other than as fuel for aircraft.

18. **Security**. District shall have no obligation to provide security or lighting for the Premises.

19. **Utilities**. Tenant shall be responsible for obtaining and paying for all utility service to Premises. District shall have no responsibility to provide utility service or utility extensions of any kind to the Premises, and any such service or extension by Tenant shall be at Tenant's sole cost and expense after consent by District as provided in Paragraph 22 herein.

20. **Taxes, Licenses and Permits**. Tenant shall promptly pay any taxes, licenses and fees which may, during the term, be levied or assessed on personal property or business property of Tenant located on said Premises or arising out of Tenant's storage or use of aviation fuels on the Premises or use or operation of District's fuel facility. Tenant shall be solely responsible for the payment of any and all fees for petroleum products placed in the tanks at the Premises during the term of this Lease. Time is of the essence with regard to compliance with the terms of this paragraph, and failure to comply shall constitute a material breach of this Lease by Tenant.

Tenant shall pay before delinquency any and all taxes (including real property and possessory interest taxes), assessments, fees or charges which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, or Tenant's occupancy of the Premises, and personal property, improvements or fixtures owned, controlled or installed by Tenant. Tenant acknowledges that by entering into this Lease, a possessory interest, subject to taxation, may be created. Tenant agrees to pay all such taxes.

21. **Indemnity**. Tenant shall defend, indemnify, protect and hold harmless District, its directors, officers, employees, agents and representatives, and the Leased Premises (collectively "District" in this paragraph) at all times from and against any and all liabilities, 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 (collectively referred to as "Liabilities") arising out of or in any way connected with: the acts or omissions of Tenant or its officers, agents, employees, guests, customers, licensees or invitees; or Tenant's operations on, or use or occupancy of, the Premises. The foregoing indemnification excludes only liabilities caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold District harmless from and against any Liabilities including third party claims, environmental requirements and environmental damages (as defined in Exhibit "C", Hazardous Material Definitions which is attached hereto and incorporated herein by this reference) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Leased Premises or the improvements thereon or of District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively "Release") of any toxic or hazardous materials (defined in Exhibit "C") which occurs in, on or about the Leased Premises or as the result of any of Tenant's or Tenant's agents, employees, invitees, licensees or guests' activities. Tenant shall notify District immediately of any Release of any toxic or hazardous material.

22. **Insurance**. Tenant shall, at all times, at its sole cost and expense, maintain in effect the insurance coverage hereinafter set forth in accordance with the provisions of this section. All such policies shall name District as an additional insured. Said insurance shall be primary insurance with respect to District, without offset to any insurance policies of the District. Said insurance shall not be excess over other coverage of Tenant, but shall be primary insurance up to the specified liability limits. Tenant shall provide District with copies of all the following insurance policies and certificates issued by the insurer, including in each instance an endorsement providing that such insurance shall not be canceled or coverage reduced except after thirty (30) days' written notice to District:

- a. Airport liability insurance, including comprehensive general public liability, bodily injury liability, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00) for each accident or occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.
- b. Workers' compensation insurance covering Tenant's employees, as required by law.
- c. Automobile and mobile equipment liability insurance covering all vehicles and mobile equipment used by Tenant on the Airport providing bodily injury or death liability limits of not less than Three Hundred Thousand Dollars (\$300,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, and property damage liability with a single limit liability of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident or occurrence.
- d. As soon as commercially available or as required by applicable law, Tenant shall obtain and maintain in full force and effect during the term of this Lease, environmental protection or other insurance for operators or users of fuel storage facilities or other hazardous materials facilities..

All of Tenant's insurance hereunder shall be with companies, on forms and with loss payable clauses satisfactory to District. Copies of policies of such insurance shall be delivered to District. The limits, types and forms of coverage may be reviewed annually by the General Manager of District. Upon report of his recommendations for an increase or decrease, or change in type or form of coverage to the Board of Directors of District, District may increase or decrease the limits of coverage, or require an addition, deletion or change in types or forms of coverage in accordance with the General Manager's recommendations or otherwise.

23. **Alterations; Removal of Tenant-Installed Property.** Tenant shall make no alterations, additions or improvements on the Premises or otherwise at the Santa Maria Public Airport without District's prior written consent. All improvements, equipment and facilities installed by Tenant shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements made by Tenant on the Premises shall be the property of Tenant until expiration or sooner termination of this Lease, at which time they shall become, at District's option, which option shall be written, either the property of District without payment, cost or expense or District shall have the right to require Tenant to remove, at Tenant's cost and expense, any or all of the alterations, additions or improvements. If District gives Tenant notice to remove, Tenant shall restore

District's property to at least its former condition and repair any damage resulting from such removal, within thirty (30) days' delivery of such notice.

24. **Federal Aviation Administration Rider.** The provisions of the FAA Rider attached hereto as Exhibit "B" consisting of four pages, are incorporated herein and made a part hereof.

25. **Repairs and Maintenance.** The Parties acknowledge that District has made repairs for items needed to initially place the facility in operation. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all alterations, additions and improvements on the Premises, including above-ground tanks and equipment, and every part thereof in good, safe, sanitary and clean order, condition and repair, and free of litter and trash. Tenant waives all rights to make repairs at the expense of District or to any offset to rent due under this Lease for repairs.

26. **Right of Entry.** District and authorized agents of District, governmental agencies having jurisdiction, and utility companies shall have the right to enter the Premises at all reasonable times, or at any time in case of any emergency.

27. **Surrender and Site Assessment.** Tenant agrees on the last day of term hereof or sooner termination to surrender to District forthwith the Premises in the same or better condition as when received, damage by acts of God or by the elements excepted, subject to the provisions of Paragraph 24.

28. **Signs.** Tenant shall not erect, construct, or display any signs on the Premises or the Airport without first obtaining the District General Manager's written consent, and in full compliance with any applicable sign ordinance.

29. **Termination by District.** District, in addition to any right of termination as a matter of law or any other right herein given to District, may at its option cancel and terminate this Lease and agreement, after written notice to cure thereof given to Tenant, upon or after the occurrence of any of the following events:

- a. Filing by or against Tenant of a voluntary or involuntary petition in bankruptcy or for reorganization, or taking of Tenant's assets pursuant to a proceedings under the Federal Reorganization Act, or the adjudication of Tenant as a bankrupt, or the appointment of a receiver of Tenant's assets, or divestiture of Tenant's assets or estate herein by operation of law or otherwise, or assignment by Tenant of its assets for the benefit of creditors.

- b. The breach by Tenant or failure of Tenant to keep, observe or perform any of the covenants, conditions or provisions herein contained on the part of Tenant to be observed, kept or performed.
- c. Dissolution or liquidation of Tenant of all or substantially all of its assets.
- d. The transfer, in whole or in part, of Tenant's interest in this Lease or in the Premises, or any rights hereunder, by operation of law whether by judgment, attachments execution, process or proceeding of any court or any other means.

30. **Landlord's Remedies**. Landlord shall have the following remedies if Tenant breaches the Lease:

- a. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.
- b. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- c. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this

Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

- i. The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease;
 - ii. The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 - iii. The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
 - iv. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award," as used in (i) and (ii) of this paragraph, is to be computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the award," as referred to in (iii) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.
- d. In addition to any other remedy District may have under this agreement or by operation of law, District shall have the right, in the event of Tenant's nonpayment of rent, or in the event of any other default by Tenant in the performance or observance of any of the terms or condition of this Lease, or if Tenant shall abandon or vacate the Premises, to terminate this Lease upon written notice to Tenant and reenter the Premises and eject all persons and remove all property from the Premises or any part of the Premises. Any property removed from the Premises upon re-entry by District under this paragraph may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, and District shall have no liability therefore.
- e. If Tenant is in default of this Lease Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

- f. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate set forth in subparagraph g, below, from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.
- g. Rent not paid when due shall bear interest from the date due until paid at the maximum rate an individual is permitted by law to charge.

31. **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 Tenant at 1211 Citation Court, Santa Maria, CA 93455. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being 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.

32. **Nuisance**. Tenant shall not commit, or suffer or permit waste, excessive noise, obnoxious odors, excessive dust or any other nuisance on the Premises constituting an unreasonable interference with other District tenants or persons using the Airport.

33. **Assignment, Subletting and Encumbering**. Tenant shall not assign, mortgage, encumber or grant control of this lease or any interest, right or privilege herein or sublet the whole or any portion of the Leased Premises or license or grant concessions for use of the Leased Premises or any part thereof, or transfer a controlling interest in Tenant without prior written consent of the District. Any such action taken without the District's prior written consent shall be voidable and, at the option of District, shall terminate this lease.

34. **Attorneys' Fees**. In the event either party commences any legal action or proceeding against the other party arising out of or in any way related to this Lease, 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 (including the reasonable value of services rendered in such action by District's appointed District Counsel).

35. **Covenant and Condition**. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

36. **Time of Essence**. Time is of the essence of each term, condition and provision of this Lease.

37. **No Waiver**. One or more waivers by District of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's consent to or approval of any act by Tenant requiring District's consent or approval of any act by Tenant requiring District's consent or approval shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent similar act by Tenant. No act or thing done by District or District's employees or agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by District. No provision of this agreement shall be deemed to have been waived by District unless such waiver be in writing signed by District.

38. **Lease Subordinate**. This Lease and Tenant's rights hereunder are subject and subordinate to all conditions, reservations, restrictions, easements, rights, rights-of-way, and encumbrances affecting the Premises now of record or hereafter granted, caused or suffered by District.

39. **Captions**. Captions appearing herein are for convenience of reference only and shall not govern the construction of this agreement.

40. **Severability**. If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid, the remainder of this agreement shall continue in full force and effect and shall in no way be affected or invalidated thereby.

41. **Integration/Modification**. This agreement contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this agreement.

42. **FAA Approval**. This Lease is subject to any approval of the Federal Aviation Administration which may be required. In addition, any and all construction or improvements may require air space evaluation by the Federal Aviation Administration (Form 7460-1).

43. **Interpretation and Venue**. This Lease is to be interpreted in accordance with the laws of the state of California. Any legal action relating to this Lease shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

44. **Successors**. Subject to the provisions of Paragraph 34, this Lease shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties hereto.

45. **Holding Over**. If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party.

46. **Negotiated Agreement/Review by Counsel**. The terms and conditions of this Lease have been negotiated by the parties. Each party is represented by legal counsel. Each party and its legal counsel have reviewed this Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any exhibits hereto.

47. **Counterparts; Signatures**. The Lease may be signed in counterparts, each of which shall constitute an original. The Lease may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), unless a handwritten signature is required by law. "Electronic signature" for the purposes of this Section 24, shall have the meaning as stated in California Civil Code Section 1633.2(h), as may be amended.

IN WITNESS WHEREOF, the parties have duly executed this agreement.

Dated: December 12, 2024

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____

Ignacio Moreno, President

Approved as to form for District:

District Counsel

By: _____

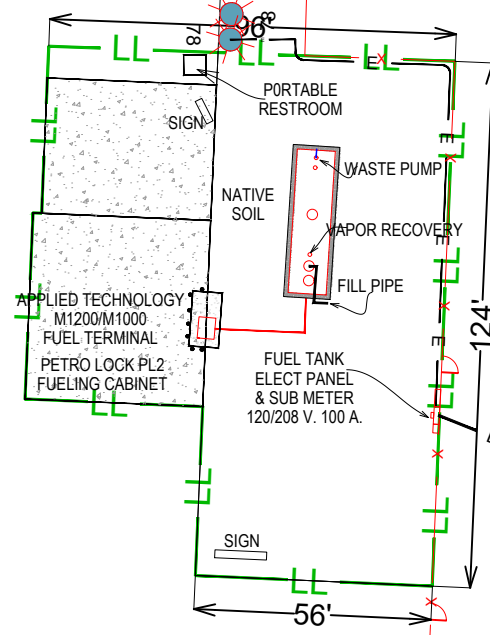
Steven Brown, Secretary

TENANT:

CENTRAL COAST JET CENTER

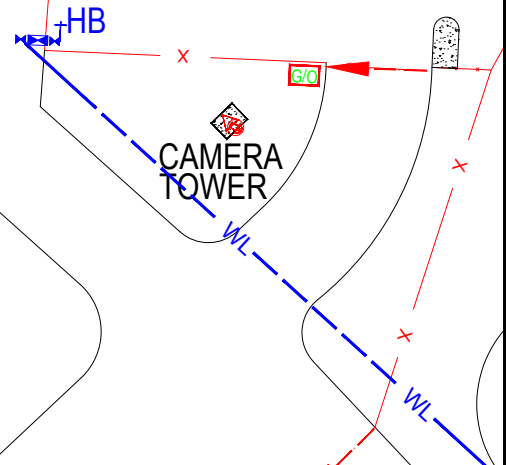
Chris Kunkle, President

SELF FUELING 120/240V. 1Ø			
CCT.#	POLES	AMPS	LOCATION
1	-	-	SPACE
2	-	-	SPACE
3	-	-	SPACE
4	-	-	SPACE
5	-	-	SPACE
6	-	-	SPACE
7	2	50	MAIN
8	2	50	MAIN
9	1	20	CARD READER
10	1	20	REEL
11	2	20	FUEL PUMP
12	2	20	FUEL PUMP
13	1	20	PHOTO CELL
14	-	-	SPACE



AIRPORT POWER
2-4" CONDUITS
1-EMPTY

10,320 SF.



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING 3219 LIGHTNING ST. SELF FUELING	DRAWN BY: BAY HEATH DATE: 10/31/2024 EXHIBIT A
1 OF 1	

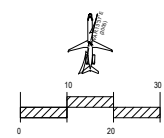


EXHIBIT "B"

RIDER

Rider to the Ground Lease dated December 12, 2024, herein called "License") between Santa Maria Public Airport District (herein called "District") and CENTRAL COAST JET CENTER, LLC (herein called "Tenant").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

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.



December 12, 2024

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

Subject: Authorization for one staff member to attend the annual Mead & Hunt Air Service Development Conference to be held April 1st – April 3rd in Tempe, AZ.

Summary

This conference assists Airport District Staff in maintaining and generating Air Service.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$2,200.00	\$2,200.00
	Transportation	1		\$1,085.00	\$1,085.00
	Lodging	1	3	\$281.00	\$843.00
	Meals	1	4	\$100.00	\$400.00
	Total:				\$4,528.00

Overall Impact:

2024-2025 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$13,302.00
Current Balance for Business Travel	\$16,698.00
Amount of this Request	\$4,528.00
Balance Remaining if Approved	\$12,170.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



December 12, 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 role of the Attorney Workshop to be held February 1st, 2025, in Monterey, CA.

Summary

This conference program focuses on legal issues within the airport industry.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$260.00	\$260.00
	Transportation	1		\$246.00	\$246.00
	Lodging	1	2	\$358.00	\$716.00
	Meals	1	2	\$100.00	\$200.00
	Total:				\$1,422.00

Overall Impact:

2024-2025 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$17,895.00
Current Balance for Business Travel	\$12,105.00
Amount of this Request	\$1,422.00
Balance Remaining if Approved	\$10,683.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



December 12, 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 65th Annual Airport Management Short Course to be held February 2nd – 5th, 2025, in Monterey, CA.

Summary

This conference program focuses on interactive topics involving current events, challenges, and opportunities in our industry for growth. It allows staff to interface with FAA officials.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$650.00	\$650.00
	Transportation	1			\$0.00
	Lodging	1	3	\$358.00	\$1,074.00
	Meals	1	4	\$100.00	\$400.00
	Total:				\$2,124.00

Overall Impact:

2024-2025 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$19,317.00
Current Balance for Business Travel	\$10,683.00
Amount of this Request	\$2,124.00
Balance Remaining if Approved	\$8,559.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
Manager of Finance and Administration

BUILDING SPACE LEASE

By this lease, dated December 12, 2024 and commencing March 1, 2025, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called “Landlord” or “District”), a public airport district of the State of California, and Tartaglia Engineering, (herein called “Tenant”).

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

District: Santa Maria Public Airport District

District’s Addresses: 3217 Terminal Drive
Santa Maria, CA 93455

Tenant: Tartaglia Engineering
359 Front Street, Suite E
Grover Beach, CA 93433
Phone: (805) 466-5660

Airport: Santa Maria Public Airport District
Santa Maria, CA 93455

Premises: Portion of 3117-A Liberator Street at the Airport shown on diagram attached hereto as Exhibit “A” consisting of approximately 1,329 square feet of floor area.

Address of Premises: 3117-A Liberator Street
Santa Maria, CA 93455

2. Premises. District hereby leases to Tenant and Tenant leases from District the Premises for the rent and on the terms and conditions hereinafter set forth.

3. Lease Term. The term of this lease shall be month to month, commencing March 1, 2025, and continuing thereafter until this lease is terminated

4. Rent: Tenant shall during this lease pay to District as monthly rent, the sum of \$644.00 (Office-620 sq. ft. x \$0.57 + Shop-709 sq. ft. x \$0.41) on the first day of each calendar month, without prior notice, demand, deduction or offset, at District’s office at 3217 Terminal Drive, or such other address as District may direct Tenant in writing (herein called “Base Rent”).

5. Security Deposit. On execution of this lease, Tenant shall deposit with District \$1,288.00 as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, District can use the security deposit, or any portion of it, to cure the default or to compensate District for any damage sustained by District resulting from Tenant’s default. Tenant shall immediately upon demand pay to District a sum equal to the portion of the security

deposit expended or applied by District as provided in this section so as to maintain the security deposit in the sum initially deposited with District. If Tenant is not in default at the expiration of termination of this lease, District's obligations with respect to the security deposit are those of a debtor and not the trustee. District shall deposit and maintain the security deposit in a separate interest-bearing and federally insured account in the name of District with a bank, or savings and loan association in Santa Maria, subject to withdrawal and retention by District of all or any part of the amount on deposit or accrued interest to cure the default of Tenant or to compensate District for all damage sustained by District resulting from Tenant's default.

6. Late Payment Penalty. Tenant acknowledges that late payment by Tenant to District of rent will cause the District to incur costs not contemplated by this 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, if the date the rent installment is due falls on 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 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.

7. Utilities. Tenant shall pay all costs, charges and deposits for all utilities and services furnished to or used by Tenant, including without limitation, gas, electricity, telephone service, water, trash collection and for all connection charges.

8. Permitted Uses of Premises. Office space to support engineering services, including project meetings, design, administration services, and construction support services during construction activities. Shop space for materials, equipment, and file storage in support of engineering services to the District.

9. Tenant Improvements. Tenant shall be responsible for all improvements unless previously authorized in writing by District. Any such improvements shall conform with all applicable laws, codes and permitting requirements.

10. Taxes, Licenses. Tenant shall pay before delinquency any and all taxes (including real property taxes), assessments, fees or charges, including possessory interest taxes, which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, and personal property, improvements or fixtures owned, controlled or installed by Tenant and used or located on the Airport or Tenant's business. By entering into this lease, a possessory interest subject to property taxation may be created, and Tenant may be subject to payment of property taxes levied on such interest. Tenant shall pay all such taxes. Tenant shall also secure and maintain in force during the term of this lease all licenses and permits necessary or required by law for the conduct of Tenant's business or operations.

11. Insurance. Tenant shall secure and maintain, without cost to District, in full force and effect at all times during the term of this lease the following types and amounts of insurance:

(a) Comprehensive broad form public liability insurance, including bodily injury liability, property damage liability coverage and contractual liability coverage with a combined single limit of liability of at least \$1,000,000 for each accident or occurrence.

District shall be named as an additional insured in each policy required herein. Said insurance policies shall be without offset to any insurance policies of District, and shall be primary insurance, not excess insurance, up to the aforesaid limits. Tenant shall provide District with copies of all insurance policies and certificates issued by the insurer, including in each instance an endorsement or certificate providing that such insurance shall not be cancelled or coverage reduced except after thirty (30) days written notice to District. The liability limits of all insurance specified above may be increased at the option of District upon giving Tenant at least thirty (30) days prior written notice of the increased limits.

12. Use and Condition of Premises. Tenant may use the Premises only for the Permitted Uses of Premises. Tenant represents that Tenant has inspected the Premises and accepts the condition of the Premises and assumes all risks incidental to use of the Premises.

13. Assignment, Subletting and Encumbering. Tenant shall not assign, mortgage, encumber or grant control of this lease or any interest, right or privilege herein or sublet the whole or any portion of the Leased Premises or license or grant concessions for use of the Leased Premises or any part thereof. Any such assignment, mortgage, encumbrance, transfer, sublease, permit or concession shall be void and, at the option of District, shall terminate this lease.

14. Nuisance. Tenant shall not commit, or suffer or permit waste, excessive noise, excessive accelerations of air, obnoxious odors, excessive dust or any other nuisance on or adjacent to the Leased Premises or otherwise constituting an unreasonable interference with other District tenants or persons using the Airport.

15. Parking. Tenant and its invitees shall have nonexclusive use of existing public parking areas adjacent to the east side of the Main Hangar.

16. Tenant's Agreements. Tenant agrees to do all of the following:

(a) Comply with the rules, regulations and directives of District related to use of the Premises, Airport and its facilities.

(b) Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Tenant's use of the Premises, the Airport, and Airport facilities.

(c) Keep the Premises in good order and condition, free of 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 or act of God excepted, and free of any personal property.

(e) Pay, before delinquency, all taxes and assessments by any governmental agency on the leasehold interest of Tenant, including any possessory interest property tax assessed by the County of Santa Barbara, and on property of Tenant.

17. Prohibitions. Tenant agrees not to do any of the following:

(a) Store property outside the Premises.

(b) Commit or suffer excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport.

(c) Permit anyone else to use the Premises except Tenant's employees, customers and invitees.

(d) 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.

(e) Use, keep or store in the Premises any combustible or inflammable liquids, gases or substances, unless authorized as Permitted Uses of the Premises.

(f) Use any torches, heaters or other devices in the Premises that cause a flame or fire, except cigarette lighters.

(g) Store in or on the Premises any property or articles or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 5 of this lease.

(h) Park any refueling truck within twenty-five (25) feet of the building of which the Premises forms a part.

18. 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.

19. Entry by District. District reserves the right to enter the Premises at any reasonable time to make inspections or repairs, and at any time in case of an emergency. District will provide Tenant with a key to the doors of the Premises, which will be returned to District upon termination of this lease.

20. Waiver. The waiver by District of any violation on the part of Tenant shall not be construed as a waiver of any subsequent violations. The receipt by District of rents with knowledge of the breach of any covenant or condition of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by District unless such waiver be in writing, signed by District.

21. 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 Tenant at 359 Front Street, Suite E, Grover Beach, CA 93433. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being 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.

22. Indemnity. Tenant agrees to indemnify, protect, defend (with counsel acceptable to District) and save harmless District, its directors, officers, employees, agents and representatives and the Leased Premises at all times 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 arising out of or in any way connected with, directly or indirectly, the acts or omissions of Tenant or its officers, agents, employees, guests, customers, visitors or invitees, or the operations of the Tenant on the Airport or the use or occupancy of the Leased Premises by Tenant, excepting only liability or loss caused by the sole active negligence of District or its willful misconduct.

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

24. Compliance with Laws. Tenant will abide by and comply with all applicable and valid laws, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning air quality and/or water quality, fire and/or occupational safety, which may apply to the conduct of Tenant's business at the Airport. Subject to the provisions of Paragraph 14, Tenant specifically agrees that it is a condition of the Tenant for which a Material Safety Data Sheet is required or otherwise reference or listed on Exhibit "B" will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet or the requirements of the governmental agency with authority to regulate such storage, use and disposal. Tenant further agrees to maintain adequate storage and disposal on the leased premises and available for inspection at any reasonable time adequate records of material stores, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests for material shipped from the lease premises.

25. Attorneys' Fees. If either party brings any action or proceeding to interpret, enforce, protect, or establish any right or remedy under this lease, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses.

26. Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit “C” are incorporated herein and made a part hereof.

27. Repairs and Maintenance. Except as otherwise provided herein, Tenant shall, at Tenant’s sole cost, keep and maintain the Premises and every part thereof in good and sanitary order, condition and repair. Tenant shall not make any repairs, which are the responsibility of District without District’s prior written consent. Tenant waives all rights to make repairs at District’s expense. Tenant shall keep the Premises, at Tenant’s expense, clean and free from litter and dust at all times. District will, at District’s expense, repair and maintain the roof, exterior walls and doors of the Premises. Districts obligation to maintain does not include any damage caused by Tenant or Tenant’s employees contractors or invitees.

IN WITNESS WHEREOF, the parties have executed this lease.

Dated: December 12, 2024

District:

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

Martin Pehl, General Manager

By: _____
Ignacio Moreno, President

Approved as to form
for District:

By: _____
Steve Brown, Secretary

District Counsel

Tenant:

By: _____
John A. Smith, Principal

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.

EXHIBIT "C"

RIDER

Rider to the Building Space Lease Agreement dated December 12, 2024, herein called "License") between Santa Maria Public Airport District (herein called "District") and Tartaglia Engineering (herein called "Tenant").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

**FIRST AMENDMENT OF SERVICES AGREEMENT
FOR CONSULTING SERVICES**

WHEREAS, by the Services Agreement (Consulting Services) dated November 14, 2024, (the “Agreement”) between the SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and RRM DESIGN GROUP, A CALIFORNIA CORPORATION ("Consultant"), the District retained Consultant to perform the Open Space Parcel Rezoning; and

WHEREAS, the parties to the Agreement mutually desire to amend the Agreement.

THEREFORE, for good and valid consideration the sufficiency of which is hereby acknowledged, the District and Consultant mutually agree to amend the Agreement as follows:

1. **COMPENSATION.** The District shall amend the compensation to Consultant in the amount of \$5,000 for additional services listed in Exhibit “A” attached hereto, and the not-to-exceed amount in Section 3 of the Agreement shall be increased to \$102,000.00.

All of the other terms, covenants, conditions, and provisions of the Agreement shall remain in full force and effect.

Dated: **December 13, 2024**

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

Ignacio Moreno, President

Approved as to form for District:

Steve Brown, Secretary

District Counsel

CONSULTANT:

RRM DESIGN GROUP, A
CALIFORNIA CORPORATION

Erik Justesen, Principal



EXHIBIT 'A'

ADD. SERVICE AUTHORIZATION

Date: December 9, 2024	
Client: Santa Maria Public Airport District	Task ID Number: 3
Project Name: Santa Maria Airport Open Space Parcel Rezoning	Project Number: 2123-01-CU21

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with Santa Maria Public Airport District (the "Client") dated April 7, 2022 (the "Prime Agreement") for the project: Santa Maria Airport Open Space Parcel Rezoning (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

In addition, RRM Design Group, a California Corporation ("RRM Design Group"), entered into a subsequent agreement with Santa Maria Public Airport District (the "Client") dated November 14, 2024 ("Service Agreement (Consulting Services)" containing the "Prime Agreement") for the project: Santa Maria Airport Open Space Parcel Rezoning (the "Project"). This "Service Agreement (Consulting Services)" extended the contract to May 31, 2025, and capped contract compensation at \$97,000.

This additional services agreement (ASA) is being requested to cover charges incurred in excess of initial estimates for Task 3 – Public Hearings contained in the updated "Services Agreement (Consulting Services)" original ASA. The reason for the current ASA is that the original task had assumed one (1) SBCAG, one (1) Planning Commission and one (1) City Council meeting. In reality, there were three additional meetings – a September 5, 2024, TPAC meeting, a September 19, 2024, Planning Commission Study Session, and a December 17, 2024, Second Reading of the Ordinance at the City Council. These additional meetings created the need for more consultant oversight time to monitor and participate in these meetings.

Task 3: Public Hearings

RRM will prepare all necessary materials and conduct coordination with City and agency staff and prepare for and represent the Client at various public hearings and review committees. The request would involve a consistency finding with the Santa Barbara County Association of Governments Airport Land Use Commission (SBCAG ALUP) and public hearings before the City Planning Commission and City Council.



Deliverables:

- Prepare for and represent Client at all public agency review bodies necessary to achieve General Plan zoning goals (assumes one [1] SBCAG, one [1] TPAC, two [2] Planning Commission, two [2] City Council)

Estimated Fee: Time and Materials – Hourly

- \$6,000 – original fee
- \$5,000 – additional fee
- \$11,000 – updated task total (see fee footnote)

Fee Footnote

Estimated fees for tasks shown as “Time and Materials” (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Consultant Additional Fees: \$5,000

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title