



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

**Thursday
April 12, 2018**

**Administration Building
Airport Boardroom
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Rafferty, Adams, Engel, Brown, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD MARCH 22, 2018.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)
 - d) CITY & COUNTY LIAISON
 - e) STATE & FEDERAL LIAISON
 - f) VANDENBERG LIAISON
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
 - b) Budget to Actual
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **NOMINATION FOR CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF LEASE BETWEEN THE DISTRICT AND SCANNELL PROPERTIES.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).
10. **DIRECTORS' COMMENTS.**
11. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MARCH 22, 2018

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

1. MINUTES OF THE REGULAR MEETING HELD March 8, 2018. Director Baskett made a Motion to approve the minutes of the regular meeting held March 8, 2018. Director Adams Seconded and it was carried by a 4-0 vote. Director Brown abstained.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – Mr. Hastert updated the Board on the information he received from the quarterly City meeting.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. General Manager Hastert discussed the details of the California Airports Council meeting he attended.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

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

 - a) Demand Register. The Demand Register, covering warrants 065121 through 065221 in the amount of \$93,266.82 was recommended for approval as presented. Director Engel made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by a 5-0 vote.
 - b) Quarterly Financial Statement. Received and filed.

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c) Budget Deviation. Director Baskett made a Motion to approve as presented. Director Engel Seconded and it was carried by a 4-1 vote. Director Adams voted "No".

5. DISTRICT COUNSEL'S REPORT. District Counsel George had one item to present as a possible addition to the agenda regarding the sphere of influence. Director Engel made a Motion to add the item to the agenda. Director Adams Seconded and it was carried by a 5-0 vote.

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

No one requested to speak.

6a. Discussion and direction to the General Manager with regard to the response to the LAFCO query with regard to the sphere of influence update. Discussion was held and direction was given to the General Manager to discuss at the committee level.

7. Authorization for the General Manager to execute a Notice of Completion for the Terminal Apron Reconstruction Project between the District and CalPortland Construction. Director Baskett made a Motion to approve. Director Brown Seconded and it was carried by a 5-0 vote.

8. Authorization for the General Manager to execute a Revocable Permit request between the District and IAC 26 for the annual Aerobatic Contest. Director Baskett made a Motion to approve. Director Engel Seconded and it was carried by a 5-0 vote.

9. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and Richard McKenzie of Architect's Consulting Service for the Architect Design and Construction Administration for roof repair. Director Adams made a Motion to approve. Director Brown Seconded and it was carried by a 5-0 vote.

10. Discussion and direction to staff regarding new owner build hangars. Discussion was held and direction was given to staff to bring back more details involving cost and benefits.

11. Discussion and direction to staff regarding Santa Maria Motor Sports. Discussion was held and direction was given to staff.

RECESS: At 7:44 p.m.

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Return to OPEN SESSION: At 7:51 p.m. The Board and staff reconvened to Open Session.

12. CLOSED SESSION. At 7:51 p.m. the Board went into Closed Session to discuss the following item(s):

- a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).
- b) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 3203 Lightning St. Suite 105 (Gov. Code Section 54956.8).

At 7:59 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

13. DIRECTORS' COMMENTS: Director's Brown and Adams had no comment.
Director Baskett will pursue legal action against Director Engel in the near future.
Director Engel asked Mr. Hastert to follow up on flood control.
Director Rafferty apologized for missing the quarterly City meeting.

14. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular Meeting to be held on April 12, 2018 at 7:00 p.m. at the regular meeting place. Director Engel made that Motion, Director Adams Seconded and the Motion was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:01 p.m. on March 22, 2018.

Hugh Rafferty, President

Carl Engel, Secretary

2017-2018

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand numbers 065222 to 065295 and Electronic Payments on Pacific Premier Bank in the amount of \$158,973.00.

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 065222 to 065295 and Electronic Payments on Pacific Premier Bank in the total amount of \$158,973.00 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 & ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF APRIL 12, 2018.

CARL ENGEL
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	AIP Funding	Description
065222*	3/22/2018	Comcast	\$557.10		Cable/Internet /Digital Voice
065223*	3/22/2018	Cal. Society of Municipal Finance	\$110.00		Membership Renewal
065224*	3/22/2018	Federal Express	\$21.20		Freight & Common Carrier
065225*	3/22/2018	Chris Hastert	\$370.15		Business Travel Expense
065226*	3/22/2018	Home Depot	\$72.22		Building Maintenance
065227*	3/22/2018	J B Dewar, Inc	\$404.11		Fuel Expense - Gas/Diesel
065228*	3/22/2018	Keylock Security Specialists	\$6,091.02		Maint.- Access Control System
065229*	3/22/2018	Heritage Oaks Bank CC	\$7,752.42		Business Travel Expense
065230*	3/22/2018	Mead & Hunt, Inc.	\$349.50		Air Service Consulting
065231*	3/22/2018	NEOPOST	\$360.98		Postage Meter
065232*	3/22/2018	Carla Osborn	\$513.80		Medical Reimb.
065233*	3/22/2018	Safety-Kleen	\$318.73		Solvent
065234*	3/22/2018	Ultrex Business Solutions	\$11.93		Office Supplies
065235*	4/4/2018	American Assn of Airport Exec	\$450.00		Digicast
065236*	4/4/2018	American Industrial Supply	\$41.58		Lighting & Nav Aid Maint.
065237*	4/4/2018	Applied Industrial Technologies	\$210.32		Tools
065238*	4/4/2018	AT&T	\$496.71		Phone Service
065239*	4/4/2018	Bomar Security & Investigation	\$6,151.54		Security Service
065240*	4/4/2018	Andrea L. Brown	\$75.52		Medical Reimb.
065241*	4/4/2018	Carquest Auto Parts	\$25.91		Auto Maint. - Mechanical
065242*	4/4/2018	Consolidated Electrical Distributors, Inc.	\$253.53		Lighting Maintenance
065243*	4/4/2018	City of Santa Maria-Util Div	\$4,531.53		Water Invoices
065244*	4/4/2018	Clark Pest Control	\$380.00		Pest Control - Terminal & Adm.
065245*	4/4/2018	Comcast	\$609.41		Cable/Internet /Digital Voice
065246*	4/4/2018	Carl Engel, Jr.	\$400.00		Directors Fees
065247*	4/4/2018	Frontier Communications	\$721.55		Telephone Service
065248*	4/4/2018	Letters, Inc.	\$18.00		Auto Maintenance
065249*	4/4/2018	LSC Communications	\$28.45		Publications
065250*	4/4/2018	Mission Uniform Service	\$267.22		Uniform Service
065251*	4/4/2018	Motorola Solutions, Inc.	\$27,084.38		Radio - Vehicle Police Dept.
065252*	4/4/2018	Napa Auto Parts	\$45.10		Auto parts
065253*	4/4/2018	Neopost USA, Inc.	\$300.00		Postage
065254*	4/4/2018	Next Day Signs	\$108.00		Signs
065255*	4/4/2018	Office Depot	\$282.89		Office Supplies
065256*	4/4/2018	Orchard Supply Hardware	\$391.54		Hardware & Supplies
065257*	4/4/2018	Pacific Gas & Electric Company	\$12,733.82		Electricity
065258*	4/4/2018	Principal Financial Group	\$2,897.45		Dental, Life, Disability, Visi

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	AIP Funding	Description
065259*	4/4/2018	Hugh Rafferty	\$300.00		Directors Fees
065260*	4/4/2018	Hugh Rafferty - Reimbursement	\$29.58		Expense Reimbursement
065261*	4/4/2018	ReadyRefresh by Nestle	\$90.35		Water Delivery
065262*	4/4/2018	SB County Air Pollution	\$429.00		Permits
065263*	4/4/2018	Santa Barbara Cnty Special District Assc	\$80.00		Monthly Chapter Dinner
065264*	4/4/2018	Verizon Wireless	\$1,018.01		Cell Phones
065265*	4/4/2018	Winema Industrial & Safety Supply	\$286.57		Safety Equipment
065266*	4/4/2018	Chuck Adams	\$200.00		Directors Fees
065267*	4/4/2018	Steve Brown	\$100.00		Directors Fees
065268*	4/4/2018	The Gas Company	\$837.03		Utilities
065269	4/10/2018	John Bartal	\$54.90		Security Deposit & Cr. Balance
065270	4/10/2018	Berchtold Equipment Company	\$89.52		Heavy Equip Maint - Mechanical
065271	4/10/2018	Brayton's Power Wash & Sweep	\$500.00		Street Sweeping
065272	4/10/2018	Clark Pest Control	\$604.00		Pest Control - Terminal & Adm.
065273	4/10/2018	Fastenal Company	\$53.99		Shop Supplies
065274	4/10/2018	Fence Factory	\$337.00		Fencing & Gates
065275	4/10/2018	Kerry Fenton	\$521.76		Business Travel Expense
065276	4/10/2018	Frontier Communications	\$1,139.11		Telephone Service
065277	4/10/2018	J B Dewar, Inc	\$360.58		Fuel Expense - Gas/Diesel
065278	4/10/2018	J.D. Humann Landscape Contr.	\$4,155.66		Landscape Maintenance
065279	4/10/2018	Limotta Internet Technologies	\$1,534.50		Computer Support Services
065280	4/10/2018	National Business Aviation Assoc., Inc.	\$295.00		Membership Renewal
065281	4/10/2018	PATHPOINT	\$1,273.86		Airport Maintenance Service
065282	4/10/2018	Pacific Gas & Electric Company	\$646.18		Electricity
065283	4/10/2018	Daniel Pruitt	\$157.62		Business Travel Expense
065284	4/10/2018	Hugh Rafferty - Reimbursement	\$29.58		Business Travel Expense
065285	4/10/2018	Veroneka Reade	\$756.99		Medical Reimbursement
065286	4/10/2018	SB County Air Pollution	\$484.00		Permits
065287	4/10/2018	S Lombardi & Assoc., Inc.	\$6,000.88		Airport Advertising
065288	4/10/2018	State Water Resources Control Board	\$1,400.00		Water Rights Permit
065289	4/10/2018	Tri-Counties Plant Service	\$275.00		Interior Plants Maint.
065290	4/10/2018	Ultrex Business Solutions	\$6.81		Office Supplies
065291	4/10/2018	U.S. Dept. of Agriculture	\$596.43		Wild Life Abatement
065292	4/10/2018	VTC Enterprises	\$60.00		Trash - Paper Recycling
065293	4/10/2018	Vortex Industries, Inc.	\$39,340.00		Repairs - Hangar Doors
065294	4/10/2018	Ryan C. Zierman	\$446.29		Security Dep. & CR Balance
065295	4/10/2018	Pacific Telemanagement Services	\$227.92		Pay Phone Service
Total Checks Written:			\$140,155.73		

*Approved by One Board Member

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	AIP Funding	Description
<u>Electronic Payments</u>					
	3/20/18	CalPERS	\$4,749.56		
	3/28/18	Mass	\$3,455.09		
	4/2/18	CalPERS	\$24.52		
	4/2/18	CalPERS	\$5,825.86		
	4/3/18	CalPERS	\$4,762.24		
		Total Electronic Funds Transfer:	\$18,817.27		
		Total Funds Dispersed:	<u>\$158,973.00</u>		

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
71110-100	Electricity - Landing Area	11,149	18,692	(7,543)
71110-455	Electricity - Hotel Ramp	726	1,062	(337)
71120-150	ARFF Services	332,555	665,110	(332,555)
71220-100	Signs		1,600	(1,600)
71310-100	Lighting & Nav Aid Maintenance	7,603	11,125	(3,522)
71323-100	Runway Generator Maintenance	1,115	3,250	(2,135)
71330-100	Pavement - Runways & Taxiways	450	8,200	(7,750)
71331-100	Pavement - Ramps & Tiedowns	1,174	10,850	(9,676)
71345-100	Weed/Wildlife Abatement	1,303	24,800	(23,497)
71350-100	Fencing & Gates		4,300	(4,300)
72100-200	Electricity - Hangars	66		66
72110-200	Electricity - Hangars	14,250	25,083	(10,833)
72130-200	Water/Sewer - Hangar	2,687	5,140	(2,453)
72150-200	Emergency Phones - Hangars	968	3,240	(2,272)
72250-200	Landscape Supplies - Hangars	415		415
72260-200	Landscaping Hangar Area	4,332	6,528	(2,196)
72290-200	Miscellaneous Hangar Supplies		700	(700)
72300-200	Building Maintenance - Hangar Area	5,784	8,900	(3,116)
72310-200	Lighting Maintenance - Hangars	702	7,000	(6,298)
72311-200	Janitorial Sv Hangar Area	9,580	14,137	(4,557)
72328-200	Fire Extinguisher Service - Hangar		1,500	(1,500)
72331-200	Pavement - Ramp - Hangars	3,092	11,250	(8,158)
72350-200	Fencing & Gates	1,270	3,050	(1,781)
72445-200	Fire Alarm Service - Hangars	1,225	3,260	(2,035)
72480-200	Waste Oil Removal - Hangars	584	1,500	(916)
73700-721	Owner Build - Water/Sewer	1,044	713	331
73700-722	Owner Build - Electricity	152	205	(53)
73700-723	Owner Build - Restroom Janitorial	1,680	2,570	(890)
73700-724	Owner Build - Maintenance		1,000	(1,000)
74110-203	Electricity - Main Hangar	19,721	32,239	(12,518)
74110-204	Utilities - 3940 Mitchell Rd.	415	316	99
74120-203	Gas- Main Hangar	330	541	(211)
74130-125	Water/Refuse - Paint Hangar	2,836	4,774	(1,937)
74130-203	Water/Refuse - Main Hangar	4,230	5,544	(1,314)
74150-125	Emergency Phone Lines - Paint Hangar	1,572	2,052	(480)
74150-203	Emergency Phone Lines - Main Hangar	437	1,500	(1,063)
74260-400	Landscaping - FBO	679	996	(317)
74290-400	Miscellaneous Supplies		1,000	(1,000)
74300-400	Building Maintenance - FBO Hangar Area	4,049	10,350	(6,301)
74311-203	Janitorial Sv Main Hangar & FBOs	1,680	2,570	(890)
74311-218	Customs - Water/Refuse/Sewer	2,192	2,322	(130)
74315-400	Fire Sprinkler Maintenance		2,500	(2,500)
74331-400	Pavement - Ramps & Tiedowns	600	2,000	(1,400)
74340-400	Drainage Maintenance		1,500	(1,500)
74350-400	Fencing & Gates	1,054	2,800	(1,746)
74445-125	Fire Alarm Service - Paint Hangar	315	420	(105)
74445-203	Fire Alarm Service - Main Hangar	315	420	(105)
75110-249	Electricity - Terminal	64,887	96,253	(31,367)
75120-249	Gas - Terminal	2,926	6,602	(3,676)
75130-249	Water/Refuse/Sewer - Terminal	13,323	17,845	(4,523)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
75150-249	Emergency Phone Lines - Terminal	4,512	7,762	(3,250)
75150-250	Pay Phone Service - Terminal	2,051	2,735	(684)
75150-300	Audio & Video Monthly Charges	1,849	2,278	(430)
75220-250	Signs	1,360	2,000	(640)
75255-250	Janitorial Sv Terminal Area	75,627	97,626	(21,999)
75260-250	Landscaping - Terminal	19,006	28,428	(9,422)
75300-249	Building Maint. - Terminal	20,632	35,700	(15,068)
75300-339	Building Maintenance - Fire Station	3,308	5,730	(2,422)
75310-240	Lighting Maintenance - Terminal Area Streets		500	(500)
75310-249	Lighting Maintenance - Terminal	1,409	4,000	(2,591)
75310-339	Lighting Maintenance - Fire Station		100	(100)
75323-249	Emergency Generator Maintenance - Terminal	1,247	1,500	(253)
75323-339	Emergency Generator Maintenance - Fire Station	1,275	2,000	(725)
75333-250	Pavement - Roads - Terminal Area	7,933	10,000	(2,067)
75350-250	Fencing & Gates - Terminal	43	2,000	(1,957)
75465-249	Automatic Door Maintenance Service - Terminal	1,094	3,000	(1,906)
75475-249	Interior Plant Service - Terminal	2,200	3,300	(1,100)
75700-740	Sig Items - Terminal Accessories		9,360	(9,360)
75700-761	Sig Item - Crash Rescue Tool Roll for C-6		11,750	(11,750)
76110-300	Electric - Street Lights	1,233	2,578	(1,345)
76110-310	Electric - Retention Dam Pumps	1,283	7,826	(6,543)
76140-300	Recycled Water		2,250	(2,250)
76220-250	Signs		2,000	(2,000)
76260-300	Landscaping - Revenue Generating Land	6,296	9,476	(3,180)
76290-300	South Well Repairs		500	(500)
76310-300	Street Light Maintenance		500	(500)
76340-300	Drainage Maintenance	1,161	3,000	(1,839)
76345-300	North Well Repairs		1,500	(1,500)
76350-300	Fencing & Gates		2,500	(2,500)
76360-300	Stormwater Retention Facilities	2,259	3,400	(1,141)
76700-750	MHP - Salaries/ Employee Related Expenses	59,914	90,283	(30,369)
76700-752	MHP - Maintenance	14,238	34,455	(20,217)
76700-753	MHP - MHP Liability Insurance	6,312	6,750	(438)
76700-754	MHP - Utilities	109,006	154,330	(45,324)
76700-755	MHP - Property Management	18,800	28,200	(9,400)
76700-757	MHP - General and Admin. Expense	12,768	16,710	(3,942)
87010-451	General Manager	112,547	155,759	(43,212)
87010-452	Manager of Operations and Maintenance	66,460	88,864	(22,404)
87010-453	Manager of Finance and Administration	66,460	88,864	(22,404)
87010-454	Operations Officer	37,345	49,953	(12,607)
87010-455	Administrative Assistant	38,649	51,785	(13,136)
87010-456	Maintenance Foreman	52,949	70,792	(17,844)
87010-457	Maintenance Workers III	58,946	63,529	(4,584)
87010-458	Maintenance Worker I	44,974	63,871	(18,897)
87010-459	Maintenance Worker II	30,284	34,075	(3,790)
87010-460	Accounting Clerk	62,972	84,626	(21,654)
87010-462	Receptionist	31,053	40,947	(9,894)
87020-473	Longevity Pay	14,211	18,049	(3,839)
87020-474	On Call Pay		8,000	(8,000)
87030-481	Medicare Tax	9,890	11,877	(1,988)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87030-482	Medical Insurance	191,323	245,387	(54,064)
87030-483	Dental Insurance	12,207	12,371	(164)
87030-484	Auto Allowance	9,000	12,000	(3,000)
87030-485	Life Insurance	2,416	3,960	(1,544)
87030-486	Disability Insurance	2,318	6,673	(4,355)
87030-487	PERS Retirement	147,303	182,282	(34,979)
87030-488	Worker's Compensation	17,620	18,761	(1,142)
87030-489	Employee Vision Coverage	1,736	1,526	210
87030-495	Unemployment Claims	163		163
87110-150	Electricity - Shop	1,937	3,601	(1,664)
87110-217	Electricity - Administration Building	9,674	15,771	(6,097)
87120-150	Gas - Shop	168	260	(92)
87120-217	Gas - Administration Building	535	1,324	(789)
87130-150	Water/Refuse - Shop	1,884	1,413	471
87130-217	Water/Sewer - Administrative Building	880	1,589	(709)
87130-500	Water - Landscaping	17,883	19,608	(1,725)
87140-500	Trash - Paper Recycling	471	648	(177)
87160-501	Cellular Phone	7,101	13,750	(6,649)
87160-502	Security Phone Lines	695	1,032	(337)
87160-504	Administration Office - Monthly Service	4,838	7,813	(2,975)
87160-505	Administration Office - Toll Calls	1,448	1,903	(455)
87160-507	Administration Office - Fax Line	954	1,650	(696)
87160-509	Tower & Fire Station	1,914	2,187	(272)
87160-510	Shop Phone	1,568	2,317	(750)
87160-511	Answering Service	2,276	3,023	(748)
87160-514	Cellular Phone - ARFF Vehicle	46		46
87210-500	Security Supplies	3,392	3,400	(8)
87230-500	Janitorial Supplies	5,748	12,249	(6,500)
87240-500	Small Tools	3,958	5,250	(1,292)
87260-150	Shop Supplies	2,740	4,550	(1,810)
87270-531	Fuel Expense - Gas/Oil	12,295	11,049	1,246
87270-532	Fuel Expense - Diesel Fuel/Oil	3,228	11,000	(7,772)
87275-500	Solvent	1,009	1,036	(26)
87280-546	First Aid	1,098	1,036	62
87280-547	Safety Equipment	1,786	3,380	(1,594)
87280-548	Training Supplies		600	(600)
87286-500	Uniform Service	5,391	7,599	(2,208)
87290-500	Sundries	4,647	4,438	209
87300-150	Building Maintenance - Shop	1,574	3,650	(2,076)
87300-217	Building Maintenance - Administrative Building	1,994	7,920	(5,926)
87300-221	Clean HVAC Term & Admin		3,000	(3,000)
87321-150	Equipment Maintenance - Shop	522	750	(228)
87322-500	Radio Maintenance	397	1,000	(603)
87324-521	Copier	5,730	7,931	(2,202)
87324-523	Maintenance - Postage Machine	1,083	1,448	(365)
87328-500	Fire Extinguisher Service		1,400	(1,400)
87360-536	Automotive Maintenance - Mechanical	2,888	8,000	(5,112)
87360-537	Automotive Maintenance - Tires	807	4,000	(3,192)
87370-541	Heavy Equipment Maintenance - Mechanical	15,023	13,500	1,523
87370-542	Heavy Equipment Maintenance - Tires	1,016	2,500	(1,484)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87370-543	ARFF Vehicle Maintenance	4,960	21,000	(16,040)
87380-554	Fuel System - Fire Alarm Service	315	540	(225)
87400-500	Directors Fees	8,200	21,000	(12,800)
87412-500	Payroll Processing Fees	3,846	4,773	(926)
87414-500	Annual Audit	18,380	27,750	(9,370)
87420-500	Legal Counsel Services	52,308	82,733	(30,425)
87430-500	Engineering Services		25,000	(25,000)
87440-500	Security Service	175,384	340,084	(164,701)
87442-500	Security Services Contingencies	1,400		1,400
87443-500	Security Sys Maint & Repairs	14,127	16,000	(1,873)
87450-500	Janitorial Service - Admin	7,560	11,567	(4,007)
87470-500	Landscaping Services	2,932	4,488	(1,556)
87472-500	Landscaping Contingencies	1,350	5,000	(3,650)
87475-500	Internet/Web Page Maintenance	18,564	27,297	(8,734)
87510-562	Bank Charges - Service Charges	7,749	12,004	(4,255)
87520-566	Freight & Common Carrier	528	473	56
87520-567	Postage	348	1,800	(1,452)
87520-568	Printing & Stationery	90	1,200	(1,110)
87520-569	Reproduction Supplies	511		511
87520-570	Misc. Office Supplies	9,071	15,071	(6,000)
87520-572	Books & Publications	1,102	500	602
87530-581	Computer Supplies	5,877	16,120	(10,243)
87530-583	Computer Support Services	53,920	60,070	(6,150)
87540-600	Dues and Memberships	3,000	4,822	(1,822)
87540-601	Dues -AAAE	3,800	4,600	(800)
87540-603	Dues - SWAAAE	95	510	(415)
87540-605	Dues - Chamber of Commerce	350	1,000	(650)
87540-606	Dues - National Notary Association		150	(150)
87540-607	Dues - CA Special Districts Association	6,433	6,388	45
87540-608	Dues - AA AE ARDF CA Airport Storm	4,950	4,950	-
87540-610	Costco Membership	180	165	15
87540-618	Santa Maria Times		150	(150)
87540-625	Santa Barbara County Special Districts Assn	300		300
87540-628	Pro-rata Share of LAFCO Budget	4,000	3,556	444
87600-596	Advertising - Legal	948	1,000	(52)
87600-599	Advertising - Airport Advertising	52,841	65,000	(12,159)
87610-100	Depreciation - Landing Area	656,502	1,513,200	(856,698)
87610-200	Depreciation - Hangar Area	72,878	152,739	(79,861)
87610-250	Depreciation - Terminal Area	183,247	526,335	(343,088)
87610-300	Depreciation - Revenue Generating Land	115,405	254,890	(139,485)
87610-400	Depreciation - Main Hangar & FBO	28,854	68,219	(39,365)
87610-500	Depreciation - Administration	64,196	96,758	(32,562)
87620-692	Emergency Exercises		500	(500)
87630-591	Insurance - Airport Liability	8,232	20,000	(11,768)
87630-592	Insurance - Auto, Fire, Property	25,797	63,897	(38,100)
87630-595	Insurance - General Liability	20,505	28,707	(8,202)
87650-643	Permits	3,184	5,024	(1,839)
87650-646	Storm Water Permits		1,283	(1,283)
87660-500	Education	2,709	9,000	(6,291)
87670-500	Business Travel & Entertainment	42,298	54,850	(12,552)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget))
87679-500	Employee Recognition	1,652	3,500	(1,848)
87700-791	Sig Items - Training Live Burn	15,620	26,500	(10,880)
88680-681	SM Chamber Economic Development	33,000	33,000	-
88680-690	Airline Service Enhancement Grant	184,603	184,603	0
88680-691	Planning & Marketing		25,000	(25,000)
88680-692	Consulting Services - Marketing Aviation Related	9,580	64,410	(54,830)
88680-693	Consulting Services - Contingencies	39,078	102,554	(63,476)
	Total	4,016,466	7,169,593	(3,153,126)

Santa Maria Public Airport District

For the For Months Ending December 31 2017

Revenues

Account Number	Account Description	Actual YTD	Budget YTD	Over/(Under) Budget
61100-052	Landing Fees - Ameriflight		3,006	(3,006)
61100-053	Landing Fees - U.S. Forest Service	39,590	12,500	27,090
61100-054	Landing Fees - Federal Express - WestAir		2,888	(2,888)
61100-055	Landing Fees - Allegiant Air	12,071	11,579	493
61100-062	Landing Fees -United (Skywest)	47		47
61100-069	Landing Fees - Charter Jets	4		4
61110-052	Tiedowns - Ameriflight	6,071	612	5,459
61110-054	Tiedowns - Federal Express - WestAir in	5,310	1,842	3,468
61110-059	FBO Tiedowns	62		62
61130-093	Comm Veh Access - Federal Express	5,322	5,322	-
61130-094	Comm Veh Access - UPS	2,010	1,990	20
61140-152	Fuel Flowage Fees - Self Serve	3,563	1,661	1,902
61140-154	Fuel Flowage Fees - CC Jet Center, LLC	45,576	34,655	10,921
62210-005	T-Hangar 3005 Airpark	20,700	20,738	(38)
62210-009	T-Hangar 3009 Airpark	13,254	13,338	(84)
62210-011	T-Hangar 3011 Airpark	12,840	12,825	15
62210-019	T-Hangar 3019 Airpark	12,412	12,825	(413)
62210-023	T-Hangar 3023 Airpark	13,320	13,338	(18)
62210-027	T-Hangar 3027 Airpark	13,126	13,158	(33)
62210-031	T-Hangar 3031 Airpark	13,602	13,158	444
62210-039	T-Hangar 3039 Airpark	17,808	19,122	(1,314)
62210-103	T-Hangar 3103 Airpark	21,048	21,402	(354)
62210-107	T-Hangar 3107 Airpark	15,438	15,621	(183)
62210-109	T-Hangar 3109 Airpark	12,060	12,055	5
62210-111	T-Hangar 3111 Airpark	11,324	12,350	(1,026)
62220-035	Corporate T-Hangar 3035 Airpark	19,050	19,051	(1)
62230-005	T-Hangar Storage 3005 Airpark	2,820	2,820	(0)
62230-009	T-Hangar Storage 3009 Airpark	948	940	8
62230-011	T-Hangar Storage 3011 Airpark	996	990	6
62230-019	T-Hangar Storage 3019 Airpark	498	495	3
62230-023	T-Hangar Storage 3023 Airpark	474	470	4
62230-027	T-Hangar Storage 3027 Airpark	924	927	(3)
62230-031	T-Hangar Storage 3031 Airpark	462	927	(465)
62230-035	T-Hangar Storage 3035 Airpark	954	953	1
62230-039	T-Hangar Storage 3039 Airpark	4,092	2,820	1,272
62230-107	T-Hangar Storage 3107 Airpark	828	940	(112)
62230-109	T-Hangar Storage 3109 Airpark	408	407	1
62230-111	T-Hangar Storage 3111 Airpark	942	927	15
62240-001	Corporate Hangars 3001 Airpark	21,348	21,351	(3)
62240-029	Corporate Hangars 3029 Airpark	23,544	23,541	3
62240-105	Corporate Hangars 3105 Airpark	27,972	27,965	7
62240-118	Corporate Hangar 3043 Airpark	25,350	27,291	(1,941)
63310-100	Owner Build Hangar - Land (Sm)	3,214	3,214	-
63310-101	Owner Build Hangars - Land (Lg)	5,570	5,570	-
64410-177	Main Hangar - Artcraft Paints	22,929	22,929	(0)
64410-178	Main Hangar - Tricor Calif	1,170	1,170	(0)
64410-183	Main Hangar - S B Cellular	13,089	13,186	(97)
64410-184	Main Hangar - Ravatt,	6,426	6,258	168
64410-185	Main Hangar - Art-Craft Suites 119-128	22,473	22,474	(1)
64420-115	Corporate Hangar FBO 3115 Airpark	1,406		1,406
64420-117	Corporate Hangar FBO 3117 Liberator	15,296	9,144	6,152

Santa Maria Public Airport District

For the For Months Ending December 31 2017

Revenues

Account Number	Account Description	Actual YTD	Budget YTD	Over/(Under) Budget
64420-119	Corporate Hangar FBO 3119 Liberator	3,996	3,962	34
64420-121	Corporate Hangar FBO 3121 Liberator	3,864	3,864	0
64420-125	Corporate Hangar FBO 3125 Liberator (P)	25,255	25,253	1
64420-409	Corporate Hangar FBO 3409 Corsair	25,947	31,404	(5,457)
64420-410	U.S. Forest - Land Use Revenue	37,159	20,000	17,159
64420-438	Corporate Hangar FBO - CALSTAR	5,772	5,713	59
64420-439	Corporate Hangar FBO CC Jet Center	25,554	25,554	-
64420-440	Corporate Hangar FBO 3950 Mitchell	9,535	9,588	(53)
64420-441	Corporate Hangar FBO 3948 Mitchell	1,018	3,074	(2,056)
64420-442	Corporate Hangar FBO 3944 Mitchell	8,562	8,562	-
64420-443	Corporate Hangar FBO 3940 Mitchell	18,426	18,424	2
64420-444	Corporate Hangar FBO Arctic Air	22,296	22,296	-
64420-445	CC Jet Center Self Serve	1,477	1,050	427
64420-447	Rotocraft Leasing - Parking Lot	6,414	6,417	(3)
64420-448	MOF 3015/3025 Airpark Drive	1,272	1,254	18
64420-449	CC Jet Center-Los Padres Dispatch	1,836	1,838	(2)
64420-450	CCJC (GA Terminal)	5,373	5,748	(375)
64459-203	Utility Reimbursement - Main Hangar	14,823	11,284	3,539
65000-100	Vehicle Access Fee - Uber	8,863		8,863
65510-251	Terminal - TSA Lease	46,850	46,850	-
65510-252	Terminal - Restaurant	16,334	18,673	(2,339)
65510-255	Terminal - Allegiant Air, Inc.	1,104	1,104	-
65510-256	Terminal -Central Coast Shuttle	12,036	12,035	1
65510-257	PFC Revenue	55,818	40,096	15,722
65510-261	Terminal - ProDIGIQ	63		63
65510-262	ARINC	869	867	3
65520-265	Terminal Concessions - Avis	49,884	48,354	1,531
65520-266	Terminal Concessions - Budget	14,072	9,286	4,786
65520-267	Terminal Concessions - Hertz	31,352	34,512	(3,160)
65520-268	Terminal Concessions - Enterprise	27,319	26,793	526
65520-274	Terminal Vending Machines	1,015	1,578	(563)
65530-217	Other Building - Administrative Board Room	340	560	(220)
65530-307	Other Building - Avis Service Center	5,447	5,447	(0)
65559-249	Utility Reimbursements - Terminal	1,296	1,230	66
65559-336	TSA - LEO Reimbursement	11,020	14,400	(3,380)
66120-080	Vehicle Training Area/Special Events	4,500		4,500
66120-083	Santa Maria Karting	3,500	3,300	200
66610-361	Farm Land - Castellanos	66,865	63,722	3,143
66610-362	Grazing Land - R. Michel	1,172	1,074	98
66610-363	Grazing Land - Mc Gray & Jokela	678	678	-
66610-364	Master Lease - Mahoney Brothers - CJJ	11,653	11,532	121
66610-365	Farm Land - Gresser	251,552	252,675	(1,123)
66610-366	Grazing Land - Verlade	1,612	1,611	0
66620-201	Airport Business Park	64,350	70,785	(6,435)
66620-320	Pioneer Park	966	966	-
66620-455	Commercial Land - Hotel	97,274	92,174	5,100
66620-500	Verizon Land Lease	(12,000)		(12,000)
66630-381	Village Mobile Home Park	214,754	205,073	9,682
67300-950	Commercial Filming - Movie Shoots	2,000		2,000
67910-900	Misc. Income Operations	9,036		9,036
67910-921	Misc. Income - Late Charges	8	3,500	(3,492)

Santa Maria Public Airport District

For the For Months Ending December 31 2017

Revenues

Account Number	Account Description	Actual YTD	Budget YTD	Over/(Under) Budget
67910-924	Misc. Income - Copy Charges/Postage/Keys	35		35
67910-931	Misc. Income - Rebates - PG&E		3,000	(3,000)
67910-951	Misc. Income - Airport Access Card	1,419	4,000	(2,581)
69010-951	Interest Income	20,547	11,768	8,780
69110-934	AIP 34 - Airport Master Plan	33,082		33,082
69110-935	AIP 35 Rehabilitate Apron	837,804		837,804
69110-936	AIP 36 Reimbursement		4,658,426	(4,658,426)
69310-965	Tax Revenues	871,650	704,187	167,463
69510-980	Ordinary Dividends - Principal Financial Group	101		101
	Total Revenue	3,504,558	7,028,289	(3,523,732)



**California Special
Districts Association**

Districts Stronger Together

DATE: February 16, 2018
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2019 - 2021 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).

(over)

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors.

- **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination.**
- **Deadline for receiving nominations is April 18, 2018. Nominations and supporting documentation may be mailed or emailed to Beth Hummel.**
No faxes please.

Mail: CSDA Attention: Beth Hummel
1112 I Street, Suite 200, Sacramento, CA 95814
E-mail: bethh@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A-Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A-Noelle Mattock, Director, El Dorado Hills CSD*
Bay Area Network Seat A-Robert Silano, Director, Menlo Park Fire Protection District*
Central Network Seat A-Joel Bauer, GM, West Side Cemetery District*
Coastal Network Seat A-Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network Seat A-Jo MacKenzie, Director, Vista Irrigation District*
(* = Incumbent is running for re-election)

If you have any questions, please contact Beth Hummel at 877-924-CSDA or bethh@csda.net.

NEW THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district June 18, 2018. All votes must be received through the system no later than 5:00 p.m. August 10, 2018.*

Districts can opt to cast a paper ballot instead; but you must contact Beth by e-mail Bethh@csda.net by April 18, 2018 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 10, 2018.

The successful candidates will be notified no later than August 14, 2018. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2018.



**California Special
Districts Association**
Districts Stronger Together

2018 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map on back)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Beth Hummel
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

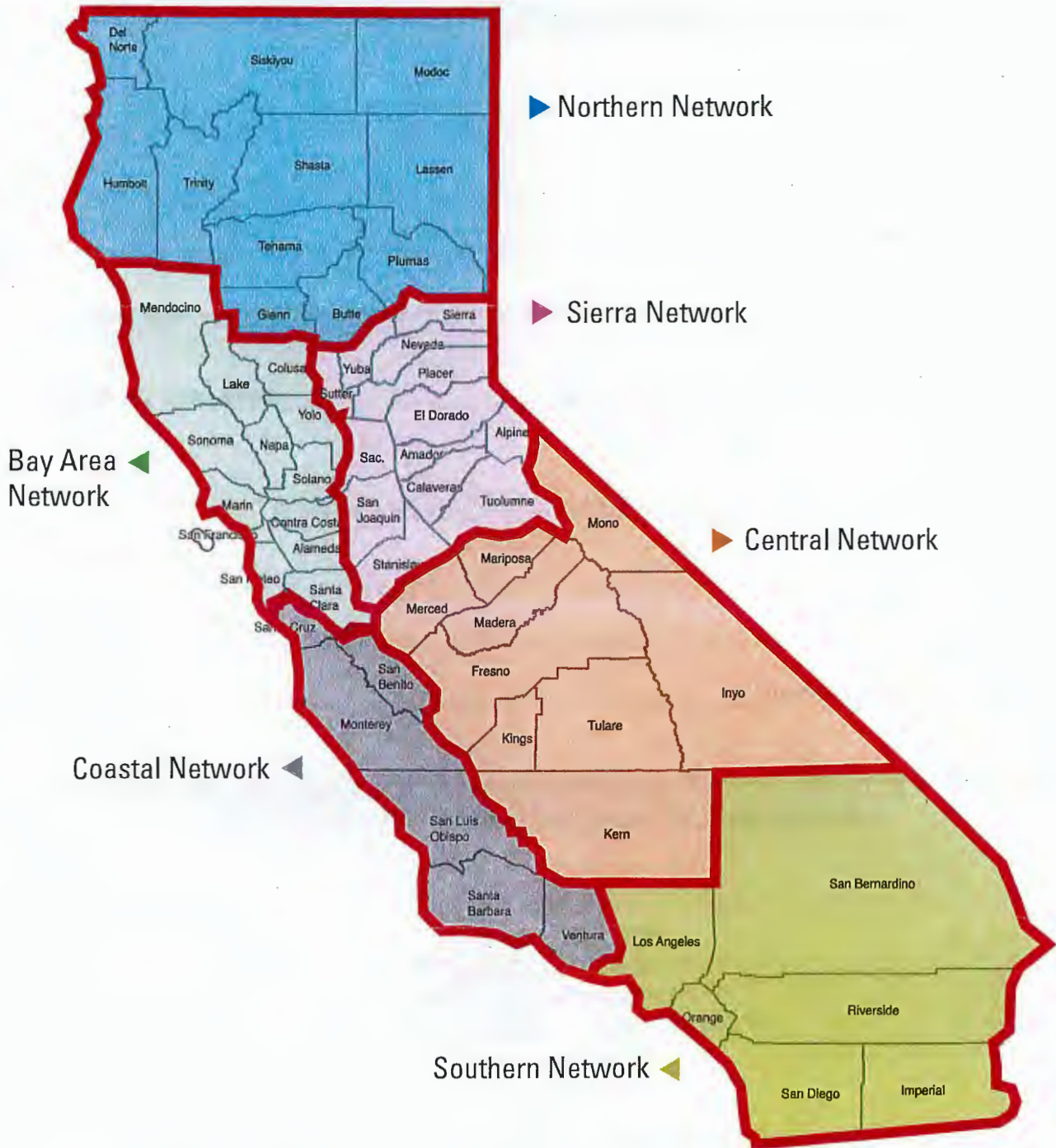
bethh@cda.net

DEADLINE FOR RECEIVING NOMINATIONS – April 18, 2018



California Special Districts Association

DISTRICT NETWORKS





2018 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after May 31, 2018 will not be included with the ballot.**

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (the “**Amendment**”) is made and entered into as of the Amendment Effective Date (as defined below) by and between **SANTA MARIA PUBLIC AIRPORT DISTRICT**, a public airport district of the State of California (herein called “**District**”) and **SCANNELL PROPERTIES #250, LLC**, an Indiana limited liability company licensed to do business in California (herein called “**Lessee**”).

Recitals

A. The District and Lessee entered into a Ground Lease dated as of March 8, 2018 (the “**Lease**”) regarding approximately 21.09 acres of real property located at 1424 Fairway Drive, Santa Maria, California (the “**Property**”).

B. The District and Lessee each desire to amend and modify certain provisions of the Lease, as contemplated in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Amendment, the obligations of the parties set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Modification of Section 3.** The parties hereto agree that Section 3(a)(iii) of the Lease is hereby deleted in its entirety.
2. **Modification of Section 19.** The parties hereto agree that Section 19(b)(iv) of the Lease is hereby deleted and the following is inserted in lieu thereof:

(iv) The transfer, in whole or in part, of Lessee’s interest in this Lease or in the Property, or any rights hereunder, by operation of law, whether by judgment, attachment, execution, process or proceeding of any court or any other means. Notwithstanding the foregoing, or any other provision in this Lease, the following will not be deemed or construed to be a transfer for purposes of this Section 19(b)(iv): (A) the FXG Sublease or any amendment thereto; (B) any mortgage, deed of trust or other assignment of this Lease to any Leasehold Lender as collateral security; (C) any assignment of Lessee’s interest under the FXG Sublease to any Leasehold Lender; or (D) any transfer or assignment of Lessee’s rights and obligations under this Lease and the FXG Sublease to a third party in connection with any foreclosure or transfer in lieu of foreclosure of the Lessee’s leasehold estate under this Lease.

3. **Addition of Section 19.1.** The parties hereto agree that a new Section 19.1 is hereby added to and made a part of the Lease as follows:

19.1 Rights of Leasehold Lender.

a. If Lessee grants a leasehold mortgage or leasehold deed of trust (in either case, referred to herein, as a “**Leasehold Mortgage**”) to one or more Leasehold Lender, and written notice is given to the District to supply the District with such Leasehold Lender’s notice address (a “**Leasehold Financing Notice**”), then the District shall give notice of any Lessee default to each and any such Leasehold Lender, at the same time and in the same manner as any such notice is given to Lessee, and no such notice of default by the District shall be deemed to have been duly given to Lessee unless and until a copy thereof shall have been given to any such Leasehold Lender. Upon its receipt of any such default notice, any such Leasehold Lender shall have the right to perform or otherwise cure any such default on the part of Lessee, and the District shall accept performance by a Leasehold Lender of any covenant, condition or agreement on Lessee’s part to be performed hereunder with the same force and effect as though performed by Lessee, so long as such performance is made in accordance with the terms and provisions of this Lease and completed (i) in the case of any default in the payment of Monthly Rent or Additional Rent, within thirty (30) days following the last date provided for under the Lease for the Lessee to remedy or otherwise cure such default; or (ii) in the case of any other default not described in the immediately preceding clause (i), within thirty (30) days following the last date provided for under the Lease for the Lessee to remedy or otherwise cure such default.

b. Notwithstanding the provisions of Section 19.1(a) hereof, no default by Lessee shall be deemed to exist (i) as long as a Leasehold Lender, in good faith, shall have commenced or caused to be commenced to cure promptly the default and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity, subject to force majeure, which for the purposes of this Section 19.1(b) shall include causes beyond the control of Lessee; or (ii) if possession of the Property or any part thereof is required in order to cure the default, shall have notified the District of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter within thirty (30) days after the giving of such notice commences such foreclosure proceedings, prosecutes such proceedings with reasonable diligence and continuity (subject to force majeure) and, upon obtaining such possession, commences promptly to cure the default and prosecutes the same to completion with reasonable diligence and continuity (subject to force majeure); provided that the Leasehold Lender shall have delivered to the District, in writing, its agreement to take the action described in clause (i) or (ii) herein and shall have assumed the obligation to cure the default (herein an “**Assumption Notice**”), and that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Lessee under this Lease are being duly performed (including, without limitation, payment of all Monthly Rent and Additional Rent due hereunder) within any applicable notice, grace or cure periods. Notwithstanding anything herein to the contrary, a Leasehold Lender shall have no obligation to cure any default of Lessee’s under Section 19(b)(i) of this Lease, and if such Leasehold Lender delivers an Assumption

Notice, any default on the part of Lessee under Section 19(b)(i) will not affect or otherwise diminish or impair the rights of Leasehold Lender under this Lease.

At any time after the delivery of any such Assumption Notice, the Leasehold Lender may notify the District, in writing, that it has relinquished possession of the Property or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them (in any case, a “**Rejection Notice**”), and, in such event, the Leasehold Lender shall have no further liability under such Assumption Notice from and after the date it delivers such Rejection Notice to the District (except for any obligations assumed by the Leasehold Lender and accruing prior to the date it delivers such Rejection Notice), and, thereupon, the District shall have the unrestricted right to terminate this Lease, subject to all of the other terms and conditions contained herein, and to take any other action it deems appropriate by reason of any default by Lessee, and upon any such termination the provisions of Section 19.1(e) shall apply.

c. From and after the date upon which the District receives a Leasehold Financing Notice, it shall not modify or amend this Lease in any material respect or cancel or terminate this Lease other than as provided herein without the prior written consent of the Leasehold Lender(s) which gave such Leasehold Financing Notice.

d. Except as provided in Section 19.1(b), no Leasehold Lender shall become liable under the provisions of this Lease unless and until such time as it becomes the owner of the leasehold estate created hereby.

e. In case of termination of this Lease by reason of any default or for any other reason, the District shall give prompt notice thereof to each Leasehold Lender identified in any Leasehold Financing Notice. The District, on written request of such Leasehold Lender made any time within thirty (30) days after the giving of such notice by the District, shall execute and deliver a new lease of the Property to the Leasehold Lender, or its designee or nominee, for the remainder of the Term, upon all the covenants, conditions, limitations and agreements herein contained; provided that the Leasehold Lender shall pay to the District, simultaneously with the delivery of such new lease, all unpaid Monthly Rent and Additional Rent due under this Lease up to and including the date of the commencement of the term of such new lease.

f. Any such new lease contemplated under Section 19.1(e) and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any other lien or encumbrance whether or not the same shall then be in existence.

g. Upon the execution and delivery of a new lease under Section 19.1(e), the FXG Sublease and/or any other sublease which theretofore may have been assigned to the District thereupon shall be assigned and transferred, without

recourse, by the District to the lessee named in such new lease. Between the date of termination of this Lease and the date of execution and delivery of the new lease, if a Leasehold Lender shall have requested such new lease as provided in Section 19.1(e), the District shall not enter into any new sublease, cancel or modify any then-existing sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the Leasehold Lender.

h. If there is more than one Leasehold Mortgage, the District shall recognize only the Leasehold Lender whose Leasehold Mortgage is senior in lien as the Leasehold Lender entitled to the rights afforded hereunder.

4. Definitions. Except as modified herein, the terms used in this Amendment shall have the definitions set forth in the Lease.

5. Incorporation; Ratification. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. Except as expressly modified or amended by this Amendment, all terms, conditions, and provisions of the Lease, are hereby ratified and confirmed in all respects; provided, however, that any other provision of the Lease shall be deemed modified as necessary to give practical effect to the provisions of this Amendment. To the extent that the terms and provisions of this Amendment conflict with the Lease, the terms and provisions of this Amendment shall control.

6. Amendment Effective Date. The term “**Amendment Effective Date**” will mean and refer to the last date upon which either the District or Lessee executes this Amendment. This Amendment will be effective from and after the Amendment Effective Date.

7. Counterparts. This Amendment may be executed in multiple counterparts, all of which shall constitute a single agreement, and the signature and acknowledgment pages may be removed from any counterpart and appended to any other counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

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

Dated: April 12, 2018

DISTRICT:

Approved as to content for
District:

SANTA MARIA PUBLIC AIRPORT
DISTRICT,
a state agency of the State of California

Chris Hastert, General Manager

By: _____
Hugh Rafferty, President

Approved as to form for District:

By: _____
Carl Engel, Secretary

District Counsel

LESSEE:

Dated: _____, 2018

SCANNELL PROPERTIES #250, LLC,
an Indiana limited liability company

By: _____
James C. Carlino, Manager

**RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL THIS MEMORANDUM
OF LEASE TO:**

Scannell Properties #250, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attention: James C. Carlino

(Above Space for Recorder's Use Only)

NO FEE PER GOVERNMENT CODE SECTION 6103

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (this "**Memorandum**") is made as of April 12, 2018, by **SANTA MARIA PUBLIC AIRPORT DISTRICT**, a public airport district of the State of California ("**District**") to evidence that certain Ground Lease dated as of the 8th day of March, 2018, as amended by that certain First Amendment to Ground Lease dated the 12th day of April, 2018, (collectively, the "**Lease**") between District and **SCANNELL PROPERTIES #250, LLC**, an Indiana limited liability company ("**Lessee**"), pursuant to which District has leased to Lessee certain real property owned by District as more particularly described in Schedule A attached hereto and by this reference incorporated herein (the "**Demised Premises**").

The parties hereto have entered into this Memorandum to provide notice to any interested party of the terms and provisions of the Lease.

NOW, THEREFORE, the parties hereto hereby declare as follows:

- 1.** District has leased to Lessee and Lessee has leased from District the Demised Premises described in the Lease on the terms and conditions therein set forth, all as more fully described in the Lease.
- 2.** The Lease has an initial Term of ten (10) years and two (2) months commencing March 1, 2018 and expiring on April 30, 2028, with two (2) five (5) year options to extend, which if all are exercised in accordance with the terms of the Lease, expire April 30, 2038.
- 3.** This Memorandum is subject to all of the terms, conditions and limitations set forth in the Lease and the terms of the Lease are hereby incorporated herein for all purposes with the same effect as though the terms and conditions of the Lease were set forth herein in their entirety.

SIGNATURE PAGE

Memorandum of Ground Lease

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the date first above written.

District:

Santa Maria Public Airport District,
a state agency of the State of California

Approved as to content for District:

By: _____
Hugh Rafferty, President

Chris Hastert, General Manager

By: _____
Carl Engel, Secretary

Approved as to form for District:

Dated: April 12, 2018

District Counsel

Lessee:

Scannell Properties #250, LLC,
an Indiana limited liability company

By: _____
James C. Carlino, Manager

Date: _____, 2018

DISTRICT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LESSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Indiana)
County of _____)

On _____, 2018 before me, _____ personally appeared James C. Carlino who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SCHEDULE A

LEGAL DESCRIPTION

A portion of Section 28, Township 10 North, Range 34 West, San Bernardino Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, and more particularly described as follows:

Beginning at the Southwesterly corner of Parcel A of Piper Airpark Parcel Map, Tract 5281 per map filed in Book 24, Pages 4 and 5 of Parcel Maps, in the office of the County Recorder of said County;

thence North 01° 55' 20" East, 1230.37 feet, along the Westerly line of said Parcel A, to the Northwesterly corner thereof;

thence North 88° 06' 42" West, 819.45 feet, more or less, to the Easterly line of Rancho Punta De La Laguna as shown on map filed in Book 29, Page 141 of Record of Surveys, in the office of said County Recorder;

thence South 02° 15' 59" West, 729.02 feet, more or less, along said Easterly line to the Northerly line of the grant of easement to the Santa Barbara County Flood Control and Water Conservation District per Deeds recorded as Instrument No. 96-070704 and 97-017493 of Official Records of said County;

thence South 34° 37' 04" East, 584.69 feet, more or less to the beginning of a curve concave to the Northeast having a radius of 77.50 feet;

thence Easterly along said curve an arc distance of 72.35 feet through a central angle of 53° 29' 38";

thence continuing along said Northerly line, South 88° 06' 42" East, 413.40 feet to the true point of beginning.

EXCEPTING therefrom and reserving unto Thomas Silva and Tereza Silva, their successors, heirs, and assigns, all minerals including oil, gas, asphaltum, and hydro-carbon substances in and under said premises together with the right to enter upon said premises for the purpose of prospecting for and removing the substances mentioned above. As reserved in Deed recorded November 2, 1942 as Instrument No. 8279 in Book 552 Page 481 of Official Records.

APN: 111-231-015