

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

**Thursday
June 14, 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 MAY 24, 2018.**
- 2. MINUTES OF THE SPECIAL MEETING HELD MAY 31, 2018.**
- 3. 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)**
- 4. GENERAL MANAGER'S REPORT**
- 5. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**

6. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
7. **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.
8. **AUTHORIZATION FOR ONE STAFF MEMBER AND ONE DIRECTOR TO ATTEND THE ASSOCIATION OF CALIFORNIA AIRPORTS ANNUAL CONFERENCE TO BE HELD SEPTEMBER 12-14, 2018 IN SOUTH LAKE TAHOE, CA.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE AN AIR SERVICE DEVELOPMENT CONTRACT BETWEEN THE DISTRICT AND MEAD & HUNT, INC.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SECOND AMENDMENT OF CONSULTING SERVICES AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE MASTER PLAN UPDATE.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A REVOCABLE PERMIT BETWEEN THE DISTRICT AND VALLEY ART GALLERY.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A BUILDING SPACE LEASE BETWEEN THE DISTRICT AND J. BOURDONNY PHOTOGRAPHY.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO APPLY FOR AND ACCEPT AN FAA GRANT FOR THE TERMINAL APRON RECONSTRUCTION, PHASE 2 PROJECT.**
14. **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).**
 - b) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-9 (Gov. Code Section 54956.8).**
 - c) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 111-231-11 (Gov. Code Section 54956.8).**
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

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

**Thursday
June 14, 2018**

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

NOTE: Pursuant to Gov. Code Section 54953(b), Director Baskett will participate in the meeting via teleconferencing from the following location:

**Newseum Residences
565 Pennsylvania Ave.
Washington, DC 20001**

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 MAY 24, 2018.**
- 2. MINUTES OF THE SPECIAL MEETING HELD MAY 31, 2018.**
- 3. 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)**

4. **GENERAL MANAGER'S REPORT**
5. **MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
6. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
7. **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.
8. **AUTHORIZATION FOR ONE STAFF MEMBER AND ONE DIRECTOR TO ATTEND THE ASSOCIATION OF CALIFORNIA AIRPORTS ANNUAL CONFERENCE TO BE HELD SEPTEMBER 12-14, 2018 IN SOUTH LAKE TAHOE, CA.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE AN AIR SERVICE DEVELOPMENT CONTRACT BETWEEN THE DISTRICT AND MEAD & HUNT, INC.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SECOND AMENDMENT OF CONSULTING SERVICES AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE MASTER PLAN UPDATE.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A REVOCABLE PERMIT BETWEEN THE DISTRICT AND VALLEY ART GALLERY.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A BUILDING SPACE LEASE BETWEEN THE DISTRICT AND J. BOURDONY PHOTOGRAPHY.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO APPLY FOR AND ACCEPT AN FAA GRANT FOR THE TERMINAL APRON RECONSTRUCTION, PHASE 2 PROJECT**
14. **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).
 - b) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-9 (Gov. Code Section 54956.8).
 - c) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-11 (Gov. Code Section 54956.8).
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 24, 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, Engel and Brown, General Manager Hastert and District Counsel George. Director Baskett was present via teleconference. Director Adams and Manager of Finance and Administration Reade were absent.

President Rafferty noted item 9 will be tabled until the next meeting.

1. MINUTES OF THE REGULAR MEETING HELD May 10, 2018. Director Baskett made a Motion to approve the minutes of the regular meeting held May 10, 2018. Director Engel Seconded and it was carried by a 4-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) –No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met and discussed potential development.
3. GENERAL MANAGER’S REPORT. General Manager Hastert updated the Board on recent meetings he attended including the Transportation Committee, Local Runway Safety Action Team and Tourism. He also gave updates to the air show.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

The General Manager presented the Demand Register to the Board for review and approval.

 - a) Demand Register. The Demand Register, covering warrants 065398 through 065445 in the amount of \$101,026.39 was recommended for approval as presented. Director Brown made a Motion to accept the Demand Register as presented. Director Engel Seconded and it was carried by a 4-0 vote.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

b) Budget to Actual. Received and filed.

5. DISTRICT COUNSEL’S REPORT. District Counsel George noted that he met with Luke Fox who started a WhiteFox Defense Technologies, Inc. They specialize in innovating Drone Defense.

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

No one requested to speak.

7. Authorization for the President and Secretary to execute a Revocable Permit Agreement between the District and Skydive Santa Barbara, LLC. Director Baskett made a Motion to approve. Director Engel Seconded and it was carried by a 4-0 vote.

8. Adoption of Resolution 862. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Appropriations subject to limitation for fiscal year 2018-2019 under California Constitution Article XIII B (As Amended) and implementing statutes. Director Engel made a Motion to approve. Director Baskett Seconded and it was carried by a 4-0 vote. Directors Rafferty, Engel, Brown and Baskett voted “Yes”. Director Adams was absent.

9. District Counsel George asked that the Board consider adding an item on the agenda for the Fence Repair Project. Director Engel made a Motion to add the item as requested. Director Brown Seconded and it was carried by a 4-0 vote.

Authorization for the President and Secretary to execute the Addendum of Agreement between the District and J.F. Will Co. for the Fence Repair Project. Director Engel made a Motion to approve. Director Brown Seconded and it was carried by a 4-0 vote.

10. CLOSED SESSION. At 7:15 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: APN 111-231-11 (Gov. Code Section 54956.8)
- c) Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

At 7:44 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

11. DIRECTORS' COMMENTS: Director's Baskett, Brown and Rafferty had no comment.

Director Engel shared news he heard regarding Alaska Airlines base closure and suggested taking the time to look into building an MRO or large hangar here.

12. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular Meeting to be held on June 14, 2018 at 7:00 p.m. at the regular meeting place. Director Brown made that Motion, Director Engel Seconded and the Motion was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:47 p.m. on May 24, 2018.

Hugh Rafferty, President

Carl Engel, Secretary

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

MINUTES OF THE SPECIAL BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 31, 2018

The Board of Directors of the Santa Maria Public Airport District held a Special Meeting at the regular place at 4:30 p.m. Present were Directors Rafferty, Engel, Adams, Brown and Baskett, General Manager Hastert, Manager of Finance and Administration Reade and District Counsel Frye Laacke.

1. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) –No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
2. GENERAL MANAGER’S REPORT. General Manager Hastert answered a question the Board had from a previous meeting regarding our answering service.
3. DISTRICT COUNSEL’S REPORT. Nothing to report.
4. 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.
5. Authorization for the President and Secretary to execute a Memorandum of Understanding between the Santa Maria Public Airport District and G3, LLC. Director Engel made a Motion to approve. Director Baskett Seconded and it was carried by a 5-0 vote.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

11. DIRECTORS' COMMENTS: Director's Adams, Baskett, Brown and Rafferty had no comment.

Director Engel would like the District to maximize the property and be mindful of retention basins.

12. ADJOURNMENT. President Rafferty adjourned to a Regular Meeting to be held on June 14, 2018 at 7:00 p.m. at the regular meeting place.

ORDER OF ADJOURNMENT

This Special Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 4:34 p.m. on May 31, 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 065446 to 065508 and Electronic Payments on Pacific Premier Bank in the total amount of \$110,115.91.

.

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 065446 to 065508 and Electronic Payments Pacific Premier Bank in the total amount of \$110,115.91 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 JUNE 14, 2018.

CARL ENGEL
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
065446*	5/31/2018	AT&T	\$235.65	Phone Service
065447*	5/31/2018	City of Santa Maria-Util Div	\$4,031.56	Water Invoices
065448*	5/31/2018	Civil Air Patrol Magazine	\$495.00	Airport Advertising
065449*	5/31/2018	Comcast	\$773.87	Cable/Internet /Digital Voice
065450*	5/31/2018	Frontier Communications	\$727.62	Telephone Service
065451*	5/31/2018	Home Depot	\$355.88	Building Maintenance
065452*	5/31/2018	Lee Central Coast Newspapers	\$1,622.00	Request For Proposals
065453*	5/31/2018	Letters, Inc.	\$35.00	Auto Maintenance
065454*	5/31/2018	Mead & Hunt, Inc.	\$6,104.42	Air Service Consulting
065455*	5/31/2018	Orchard Supply Hardware	\$549.91	Hardware & Supplies
065456*	5/31/2018	Pacific Gas & Electric Company	\$14,320.82	Terminal/Admin./Main Hangar
065457*	5/31/2018	Principal Financial Group	\$3,197.30	Dental, Life, Disability, Visi
065458*	5/31/2018	San Luis Powerhouse	\$175.00	Generator Maintenance
065459*	5/31/2018	Verizon Wireless	\$721.27	Cell Phones
065460*	6/8/2018	Chuck Adams	\$400.00	Directors Fees
065461*	6/8/2018	AT&T	\$148.56	Phone Service
065462*	6/8/2018	Steve Brown	\$300.00	Directors Fees
065463*	6/8/2018	Consolidated Electrical Distrib.	\$425.88	Lighting Maintenance
065464*	6/8/2018	Crandall Construction	\$1,000.00	Storm water Retention
065465*	6/8/2018	Carl Engel, Jr.	\$400.00	Directors Fees
065466*	6/8/2018	Frontier Communications	\$1,154.86	Telephone Service
065467*	6/8/2018	The Gas Company	\$314.14	Utilities
065468*	6/8/2018	Chris Hastert	\$902.71	Expense - Travel/Entertainment
065469*	6/8/2018	J B Dewar, Inc	\$400.25	Fuel Expense - Gas/Diesel
065470*	6/8/2018	Limotta Internet Technologies	\$1,534.50	Computer Support Services
065471*	6/8/2018	MassMutual Retirement Services	\$225.00	Payroll Processing Fees
065472*	6/8/2018	Mission Uniform Service	\$397.50	Uniform Service
065473*	6/8/2018	Hugh Rafferty	\$300.00	Directors Fees
065474*	6/8/2018	ReadyRefresh by Nestle	\$106.68	Water Delivery
065475*	6/8/2018	Santa Maria Valley Crop Service	\$2,030.40	Weed/Vector Control
065476*	6/8/2018	Smith's Alarms & Electronics Inc.	\$2,344.40	Fire Alarm Service
065477*	6/8/2018	VERONEKA READE	\$202.55	Expense - Reimbursement
065478	6/12/2018	American Assn of Airport Exec	\$450.00	Digicast
065479	6/12/2018	Advantage Answering Plus	\$248.51	Answering Service
065480	6/12/2018	American Hose & Coupling	\$96.92	Equipment Maintenance
065481	6/12/2018	AT&T	\$39.14	Phone Service
065482	6/12/2018	Berchtold Equipment Company	\$581.54	Heavy Equipment Maint.
065483	6/12/2018	Bomar Security & Investigation	\$5,323.77	Security Service
065484	6/12/2018	Doyer's Diesel	\$1,035.00	ARFF Vehicle Maint.
065485	6/12/2018	Brayton's Power Wash & Sweep	\$950.00	Street Sweeping
065486	6/12/2018	Brumit Diesel, Inc.	\$564.63	ARFF Vehicle Maint.
065487	6/12/2018	Cal-Coast Machinery, Inc	\$344.07	Heavy Equip. Maint.-Mechanical

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
065488	6/12/2018	Central City Tool Supply, Inc.	\$101.05	Equipment Maintenance
065489	6/12/2018	Clark Pest Control	\$1,140.00	Pest Control - Terminal & Adm.
065490	6/12/2018	Steven Clark	\$57.29	Rent Credit
065491	6/12/2018	Computer Solutions	\$244.63	Maint. -iPad
065492	6/12/2018	Fence Factory	\$37.52	Fencing & Gates
065493	6/12/2018	Ferguson Enterprises, Inc.	\$9.66	Buildg. Maint. - Admin.
065494	6/12/2018	Hayward Lumber Company	\$64.59	Fencing & Gates
065495	6/12/2018	Ray Heath	\$3,575.20	Consulting Service
065496	6/12/2018	J B Dewar, Inc	\$673.19	Fuel Expense - Gas/Diesel
065497	6/12/2018	J.D. Humann Landscape Contr.	\$42.52	Landscape Maintenance
065498	6/12/2018	MarTeeny Designs	\$200.00	Web Page Maint.
065499	6/12/2018	Pat's Automotive	\$586.73	Auto Maint. - Mechanical
065500	6/12/2018	Pacific Gas & Electric Company	\$718.61	Electricity
065501	6/12/2018	Hugh Rafferty - Reimbursement	\$29.58	Expense Reimbursement
065502	6/12/2018	Safety-Kleen	\$305.27	Solvent
065503	6/12/2018	S Lombardi & Assoc., Inc.	\$133.75	Airport Advertising
065504	6/12/2018	SMV Discovery Museum	\$10,000.00	Advertising
065505	6/12/2018	SWAAAE	\$95.00	Annual Dues
065506	6/12/2018	Toshiba Financial Services	\$548.56	Copier Lease
065507	6/12/2018	Tri-Counties Plant Service	\$275.00	Interior Plants Maint.
065508	6/12/2018	VTC Enterprises	\$60.00	Trash - Paper Recycling
Total Checks Written:			\$74,464.46	

***Approved by One Board Member**

Electronic Payments

5/22/2018	Unemployment	\$2,104.00
5/23/2018	MASS	\$3,159.50
5/30/2018	Cal Pers	\$24.52
5/30/2018	Cal Pers	\$5,825.86
6/4/2018	MASS	\$3,159.50
6/11/2018	Medical	\$16,622.42
6/12/2018	Cal Pers	\$4,755.65
Total Electronic Transfers:		\$35,651.45

Total Funds Dispersed: \$110,115.91



PUBLIC AIRPORT DISTRICT

06/14/18

Agenda Item 8 06/14/18

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

Subject: Authorization for one Staff Member and one Director to Attend the Association of California Airports Annual Conference to be held September 12-14, 2018 in South Lake Tahoe, CA.

Summary

The ACA Conference provides a smaller venue with varied topics for Airports the size of SMX. It is a yearly conference that allows for smaller airports to interact and group problem solve. FAA staff is also in attendance for guidance.

Budget

	ACA Fall Conference	Attendees	Days	Rate	Total
Hotel:	Hotel	2	3	\$185.00	\$1,110.00
Meals:	Meals	2	3	\$60.00	\$360.00
Mileage:	Transportation	2		\$467.00	\$934.00
Registration:	Two Individuals Registrations	2		\$75.00	\$150.00
	Total:				\$4,840.00

Overall Impact:

The Board of Directors has not approved a budget for this fiscal year so the overall budget impact cannot be assessed at this time.

Recommendation

Staff recommends the board authorize this travel in an attempt to educate Staff on current issues that affect airports in the south west region.

Please let me know if you have any questions:

Sincerely,

Chris Hastert, CM
General Manager

SERVICE AGREEMENT

(Air Service Consulting Services)

By this Agreement, dated June 14, 2018, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and MEAD & HUNT, Inc., a Wisconsin corporation, (herein after called "Consultant"), District and Consultant agree as follows:

1. SCOPE OF WORK

District hires Consultant to perform, and Consultant agrees to perform, professional air service consulting services as described in Exhibit "A", a letter proposal dated May 31, 2018, from Consultant to District's General Manager, attached and incorporated by this reference.

2. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in the table on pages 3-5 of Exhibit "A" attached and incorporated by this reference. Consultant shall be compensated for the work described under the Scope of Services as set forth upon Board approval for said services, not to exceed a lump sum amount of \$36,420.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each phase or element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses as outlined in Exhibit "A" pages 3-5 are limited to air transportation, lodging, meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$3,410.00. All expenses will be reimbursed at cost and subject to review by the General Manager. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

3. TIME OF PERFORMANCE

Consultant shall commence performance of the services hereunder upon receipt of written authorization to proceed, and shall complete the services beginning July 1, 2018 to June 30, 2019.

4. MATERIALS AND DOCUMENTS

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

5. ASSIGNMENT

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

6. CONSULTANT INDEPENDENT CONTRACTOR

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

of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. CONSULTANT'S RECORDS

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

8. TERMINATION

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

9. SUSPENSION OR ABANDONMENT OF PROJECT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

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

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

12. DISTRICT'S DESIGNATED REPRESENTATIVE

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

13. EXTRA SERVICES

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

14. COVENANT AGAINST DISCRIMINATION

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

15. INTERPRETATION

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

16. INTEGRATION; AMENDMENT

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

17. SEVERABILITY

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

18. ATTORNEYS' FEES

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

19. NOTICES

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

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

Consultant: Trina Froehlich
Mead & Hunt, Inc.
476 Salty Way
Eugene, OR 97404

20. CERTIFICATE OF CONSULTANT

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

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

Dated: June 14, 2018

DISTRICT:

Approved as to content for

SANTA MARIA PUBLIC AIRPORT
DISTRICT

District:

General Manager

Hugh Rafferty, President

Approved as to form for District

Carl Engel, Secretary

District Counsel

CONSULTANT:

MEAD & HUNT, INC.

Joseph Pickering

EXHIBIT “A”

May 31, 2018, LETTER PROPOSAL

May 31, 2018

Christ Hastert, CM
General Manager
Santa Maria Public Airport
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Proposal and Agreement for Air Service Consulting Services

Dear Chris:

Based on our discussions, it is my understanding that Santa Maria Public Airport (SMX) is interested in a proposal for air service consulting services for the July 1, 2018, to June 30, 2019, fiscal year. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services, compensation and authorization.

Scope of Services

For the upcoming fiscal year, we recommend SMX continue to pursue hub service. Pursuing new hub service includes meeting with prospective carriers whenever possible, including headquarters offices when accepted, and industry conferences such as the ACI-NA JumpStart Air Service Development conference. In addition, we recommend maintaining and expanding on the service and relationship with Allegiant Air. After acceptance of this proposal, Mead & Hunt shall complete the following tasks:

1. Airline Headquarters Meetings

Airline headquarters meetings are recommended as frequently as possible based on the airline's willingness to accept meetings. Top targets for headquarters meetings include Alaska Airlines, American Airlines, Delta Air Lines and SkyWest Airlines. Other airlines will also be considered as the opportunity arises. Mead & Hunt will provide the analysis, preparation, presentation and consulting services associated with the airline meetings. It is anticipated that SMX representatives and Mead & Hunt staff will meet with the airlines. The existing SMX airline presentation format will be updated for the meetings. Updates will include market performance information, route forecasts and the incentive program.

Mead & Hunt will provide the following professional services and data as necessary in building SMX's business case for air service improvements:

- Analysis of related historical traffic destinations and volume

- Analysis of existing service, air carrier route systems, schedules, and capacity with regard to the proposed service improvements
- Historical performance of SMX's air carriers: load factors, average ticket price, yield
- Air carrier origin-destination traffic market share
- Pro forma analysis
- Assist as necessary with structuring the community component of the presentation and related air service support package/proposal
- Pre-meeting discussions with the airline and/or community
- Assist with planning and scheduling the airline meeting
- Preparation and presentation of related materials: PowerPoint presentation

Mead & Hunt will work to secure a meeting date with the airlines after notice to proceed from SMX. Once meeting dates are secured, Mead & Hunt will complete the presentation. The schedule is dependent on SMX's timely response to Mead & Hunt requests for airport and community provided information. Likewise, airline management availability and the ever-changing airline environment may impact the schedule.

2. Air Service Pro Formas

In preparation of airline headquarters meetings, route forecasts should be updated/completed. In preparation of headquarters meetings, route forecasts are recommended to be completed on an as needed basis. Mead & Hunt will prepare the financial analysis/projections and related performance information on each proposed service. Mead & Hunt will provide the following professional services and data in preparation of SMX's pro forma analyses:

- Development of a service proposal that is integrated into the carrier's existing service (e.g. schedule, aircraft type, route)
- Detailed analysis and forecast of passengers, load factors, overall average ticket price, average ticket price by market, revenue, cost, and profit margin associated with the proposed service improvements
- Analysis of passenger stimulation, retention, and diversion
- Airline and aircraft specific cost projections (first segment and beyond destinations)

The output of this effort will be included in the presentations to the airlines. Mead & Hunt will complete the pro forma analyses prior to headquarters meetings and/or industry conference meetings as determined necessary.

3. Airline Industry Conferences

We recommend attending Mead & Hunt's Air Service Development Conference (tentative March 2019) and ACI-NA JumpStart Air Service Development Program 2019 (June 2019). While some duplication may occur in the airline meetings, it provides an additional opportunity to present SMX's business case. For carriers like American Airlines, SMX may only get one opportunity at these conferences to meet with the

carrier. In addition to the above, Mead & Hunt recommends attending Allegiant's annual airport conference.

Mead & Hunt will prepare custom presentations for each meeting highlighting SMX and the community for use at the airline meetings and assist with airline meetings. Mead & Hunt will complete the presentations the week prior to the date of the conference. Keep in mind schedules change frequently at these conferences. Mead & Hunt will do our best to attend all of the airline meetings considered a top priority for SMX.

4. Community Meeting

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

5. Additional Services

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

Compensation

Mead & Hunt will be compensated for the work described under Scope of Services as set forth below:

1. Airline Headquarters Meetings

Mead & Hunt will be compensated on a lump sum basis for the airline presentation preparation and meeting. Mead & Hunt will invoice for related expenses (e.g. air transportation, lodging, meals, printing, miscellaneous) at cost.

Airline presentation preparation/meeting	\$5,920
Expenses (estimated)	\$900
Subtotal (lump sum plus expense per meeting)	\$6,820
Subtotal FY 2019 (2 airline headquarters meetings)	\$13,640

2. Air Service Pro Formas

Mead & Hunt will be compensated on a lump sum basis.

Air service pro forma – #1	\$4,000
Air service pro forma – #2	\$2,000
Subtotal FY 2019 (2 hubs)	\$6,000

3. Airline Industry Conferences

Mead & Hunt will be compensated on a lump sum basis for the presentation preparation and meetings. Mead & Hunt will invoice for related expenses (e.g. printing/binding, shipping) at cost.

a) Mead & Hunt Air Service Development Conference:

Presentation preparation	\$2,800
Expenses (estimated)	\$325
Subtotal.....	\$3,125

b) Allegiant Airports Conference 2019:

Presentation preparation	\$1,400
Expenses (estimated)	\$60
Subtotal.....	\$1,460

c) ACI-NA JumpStart Air Service Development Program 2019:

Presentation preparation/airline meetings	\$3,960
Expenses (estimated)	\$325
Subtotal.....	\$4,285

Subtotal FY 2019 Airline Industry Conferences	\$8,870
---	---------

4. Community Meeting

Mead & Hunt will be compensated on a lump sum basis for the presentation preparation and meeting. Mead & Hunt will invoice for related expenses (e.g. air transportation, lodging, meals, printing, miscellaneous) at cost.

Meeting preparation/meeting	\$5,500
Expenses (estimated)	\$900
Subtotal	\$6,400

5. Additional Services

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated with a separate task order or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference.

Additional services (24 hours).....	\$4,920
-------------------------------------	---------

The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis. Standard billing rates are subject to annual adjustments in January of each year. Mead & Hunt reserves the right to change billing rates based on increases in unforeseen operational costs.

Chris Hastert, CM

May 31, 2018

Page 5

Standard Billing Rates	
Clerical	\$75.00 / hour
Accounting/Administrative Assistant	\$95.00 / hour
Technical Editor	\$107.00 / hour
Senior Editor	\$173.00 / hour
Director	\$195.00 / hour
Project Manager	\$205.00 / hour
Executive Director	\$225.00 / hour
Expenses	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

Total FY 2019 fees are \$36,420. Expenses, to be billed at cost, are estimated at an additional \$3,410.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If acceptance of this proposal is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

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

Mead & Hunt, Inc.
476 Salty Way
Eugene, OR 97404
541-521-5962

We appreciate the opportunity to submit this proposal to SMX.

Respectfully submitted,
MEAD & HUNT, Inc.



Trina Froehlich
Project Manager

EXHIBIT "B"

CERTIFICATION OF CONSULTANT

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

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

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

Date

Joseph Pickering

**SECOND AMENDMENT OF CONSULTING SERVICES AGREEMENT
(ENGINEERING DESIGN AND PROJECT MANAGEMENT) (PLANNING SERVICES)
(ENVIRONMENTAL SERVICES) FOR (AIRPORT MASTER PLAN UPDATE)
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT**

By this Agreement dated December 2, 2015, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and Tartaglia Engineering, Inc., a (California Corporation), (herein called "Consultant"), District retains Consultant to perform certain engineering and design services.

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and Tartaglia Engineering, Inc. ("Consultant") agree to amend the Agreement effective June 14, 2018, as follows:

2. Time of Performance. The time to complete the services is extended from May 11, 2018 to December 31, 2018.

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

Dated: June 14, 2018

DISTRICT:

Approved as to content for
District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

Chris Hastert, General Manager

Hugh Rafferty, President

Approved as to form for District:

Carl Engel, Secretary

District Counsel

ENGINEER:

TARTAGLIA ENGINEERING

John A. Smith, Principal

REVOCABLE LICENSE AGREEMENT
(Display in Airline Terminal)

This Revocable License Agreement ("License") is made and entered into this 14th day of June 2018, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California (hereinafter "District") and Valley Art Gallery, a California Non-Profit Corporation (hereinafter referred to as "Licensee"); jointly referred to hereinafter as the "Parties".

RECITALS

- A. District owns and operates the Santa Maria Public Airport (hereinafter "Airport") located in the City of Santa Maria, County of Santa Barbara, State of California. The Airport Terminal Building at the Airport has Display Space available.
- B. Licensee desires to secure from District a non-exclusive, non-transferable and revocable license to use Display Space in the Airline Terminal Building at the Airport to display artwork during term of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants hereinafter contained to be kept and performed by the Parties hereto, the Parties agree as follows:

1. License. District hereby gives Licensee, under the conditions set forth herein, a non-exclusive, non-transferable and revocable license to place approximately 45 pieces of artwork by Licensee in Display Spaces in the Terminal Building, at 3249 Terminal Drive, Santa Maria, CA 93455, at the location shown on the diagram marked Exhibit "A", attached and incorporated by this reference (the "Premises"). District reserves the right to amend the space available upon 30 days written notice to Licensee. District reserves the right to install, maintain or license other displays in the Terminal Building.
2. Term/Termination of License. The term of this License shall be one year commencing July 1, 2018 and expiring on June 30, 2019.
3. License Fees. Not Applicable
4. Permitted Use of Display. Subject to the terms and conditions set forth, Licensee may use the Display Space only as described in Paragraph 1. Specific artwork is subject to review and approval of District's General Manager and shall be tasteful and sensitive to the primary nature of the space as a passenger terminal. The Display shall not contain any items or materials which advertise, promote or comment on any person, business, service, entity, cause, belief or action.
5. Utilities and Building Services. District will provide adequate light, heat, water, janitorial service and air conditioning for the public spaces in the Terminal Building.
6. Taxes, Rents. Licensee shall pay, before delinquency, any and all taxes, assessments, fees or charges, including possessory interest taxes which may be imposed, levied or assessed upon any leasehold or possessory interests of

Licensee, and personal property, improvements or fixtures owned, controlled or installed by Licensee and used or located on the Airport. Licensee shall also secure and maintain in force during the term of this License all licenses and permits necessary or required by law for the conduct of Licensee's business or operations.

7. Use and Condition of Premises. Licensee may use the Display Space only for the permitted uses herein. Licensee represents that it has inspected the Display Space and accepts the condition and location of the Display and assumes all risks incidental to use thereof.

8. Parking. While setting up or changing the contents of the Display, vehicles of Licensee and Licensee's employees and invitees shall be parked only in areas designated by District.

9. Licensee's Agreements. Licensee agrees to do all of the following:

- a. Comply with the rules, regulations and directives of District related to use of the Display, the Airport and its facilities.
- b. Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Licensee's use of the Display, the Airport and Airport facilities.
- c. Deliver possession of the Display Space to District on termination of this License in at least as good condition as it is at the inception of this License, ordinary wear and tear and damage by fire or act of God excepted, and free of any personal property.
- d. Maintain the Display Space in a clean, orderly and safe manner at all times.

10. Prohibitions. Licensee agrees not to do any of the following:

- a. Install or place any material or items in the Display without the prior written approval of District's General Manager.
- b. Store any property on the Airport in addition to the artwork on display.
- c. Alter, change, or improve the Display without District's prior written consent.
- d. Fasten or erect any sign on the Display Space or the Airport without the written consent of District.
- e. Assign this License or any portion thereof.
- f. Use the Display in any manner not consistent with the International Conference of Building Officials Uniform Building Code and Western Fire Chiefs Association Uniform Fire Code editions currently in use.

- g. Place any toxic, hazardous or explosive materials or items in the Display Space.

11. Notices. Notices required under this License shall be by United States Mail, postage prepaid, addressed as follows:

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

Licensee: Valley Art Gallery
PO Box 2285
Santa Maria, CA 93455
Attention: Hattie Stoddard

Either party may change its address for notices by written notice to the other party.

12. Indemnification and Release. Licensee shall indemnify, hold harmless and defend (with counsel acceptable to District) District, its officers, directors, employees and representatives from and against any and all claims, demands, liability, loss, damages, costs, attorneys' fees and other expenses resulting or allegedly resulting from Licensee's performance under this License or Licensee's use, misuse or neglect of the Display, the Airport or the Airport facilities. Licensee releases District, its officers, directors, employees and representatives from any and all loss or damage to the Display and their contents, regardless of cause.

13. Security. District shall have no obligation to provide security for the Display.

14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other under this License, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

15. Assignment. Licensee shall not assign or transfer this License, in whole or in part, in any manner, directly or indirectly, by operation of law or otherwise. Any attempt to assign or transfer this Agreement in violation of the provisions of this paragraph shall immediately terminate the License.

16. Interpretation and Venue. This License shall be governed by and construed in accordance with the laws of the State of California. This License has been entered into and is to be performed in the City of Santa Maria, County of Santa Barbara, State of California. Any legal action relating to this License shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

17. FAA Rider. The provisions of the Federal Aviation rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this License the day and year first above written.

Dated: June 14, 2018

Approved as to content for District

General Manager

Approved as to form for District:

District Counsel

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

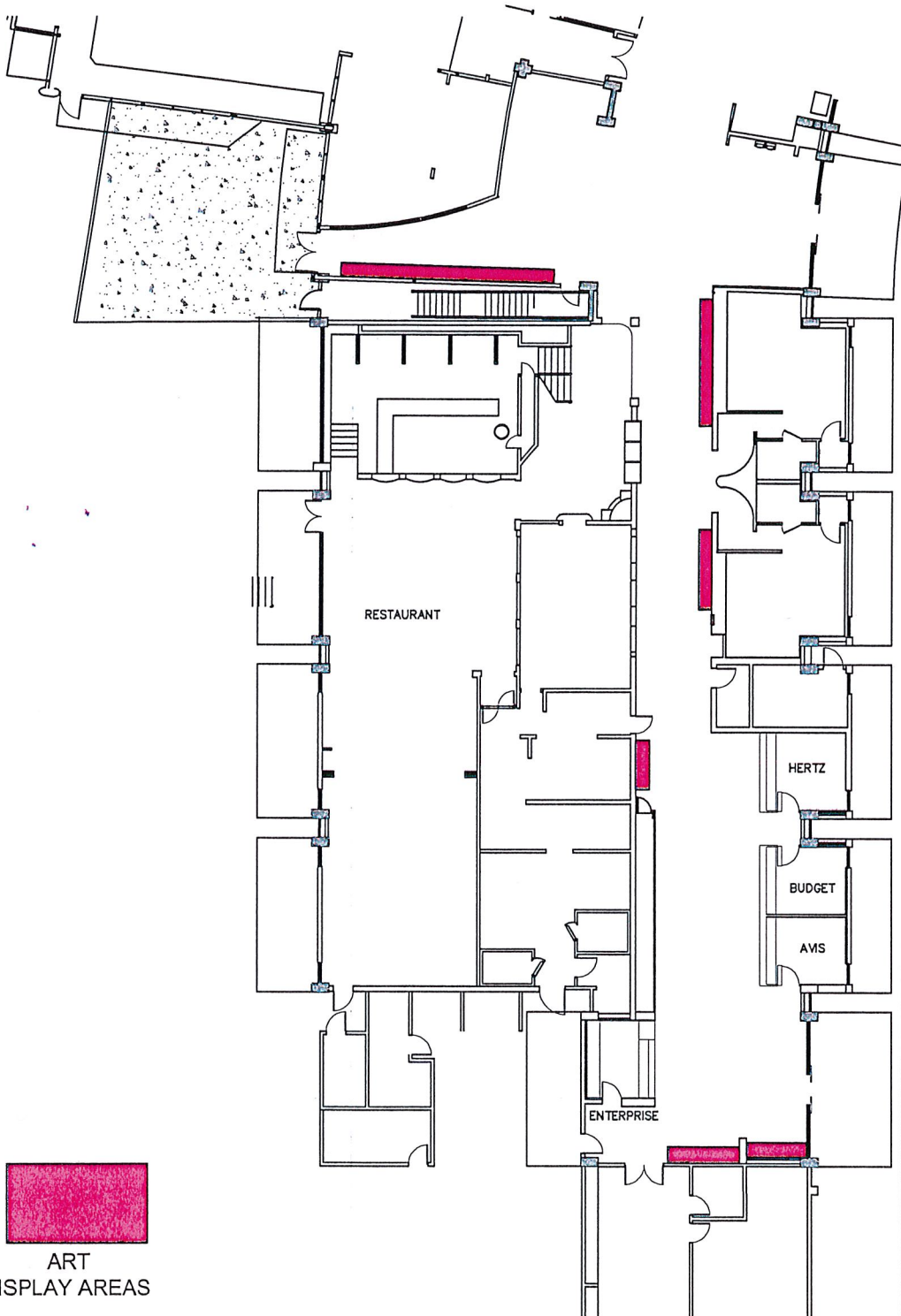
By: _____
Hugh Rafferty, President

By: _____
Carl Engel, Secretary

PERMITTEE:

Valley Art Gallery

Hattie Stoddard, President



ART
DISPLAY AREAS

EXHIBIT "A"

DATE: _____



NOT TO SCALE



3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

DATE	DRAWN BY:	APPROVED:
3/16/13	RH	BY:
		DATE:

TOWN CENTER GALLERY
ART DISPLAY AREAS
3249 Terminal Dr.

DRAWING NUMBER
TOWN CENTER
GALLERY

EXHIBIT "B"

RIDER

Rider to the Revocable Permit dated July 1, 2018, herein called "License") between Santa Maria Public Airport District (herein called "District") and (herein called "Licensee").

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 ensure 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.

BUILDING SPACE LEASE

By this lease, dated June 14, 2018 and commencing July 1, 2018, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California, and Joseph Bourdony, an individual, DBA J. Bourdony Photography (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:	Joseph Bourdony, an individual, dba J. Bourdony Photography 3203 Lightning St. Suite 105 Santa Maria, CA 93455
Airport:	Santa Maria Public Airport Santa Maria, California
Premises:	Portion (Suite 105) of Building No. T-1308 (Main Hangar) at the Airport shown on diagram attached hereto as Exhibit "A" consisting of approximately 604 square feet of floor area.
Address of Premises:	3203 Lightning Street Suite 105 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 one year, commencing July 1, 2018, and continuing thereafter until this lease is terminated

4. Rent: Tenant shall during this lease pay to District as monthly rent, the sum of \$291 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 \$582 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, trash collection and for all connection charges, except reasonable quantities of water will be furnished by District, and provided Tenant shall reimburse District on a monthly basis for a proportionate share of costs for gas and electricity used by Tenant.

8. Permitted Uses of Premises. Office space for a photography studio. Tenant shall have the nonexclusive right to use in common with others the concrete ramp area immediately south of the hangar building of which the leased premises forms a part for ingress and egress.

9. Tenant Improvements. Not Applicable

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 3203 Lightning Street Suite 105, 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.

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. District's obligation to maintain does not include any damage caused by Tenant or Tenant's employees contractors or invitees.

28. Holding Over. If Tenant shall hold over the Premises after the expiration of the term hereof with the consent of District, either expressed or implied, such holding over shall be construed to be only a tenancy from month-to-month, subject to all the covenants, conditions and obligations contained in this lease, including the obligation to pay rent monthly in advance, in an amount equal to the current rent or the rent as determined by the District's most recent approved rates and charges for commercial hangar and office space whichever is higher.

IN WITNESS WHEREOF, the parties have executed this lease.

District:

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By _____
Hugh Rafferty, President

General Manager

Approved as to form
for District:

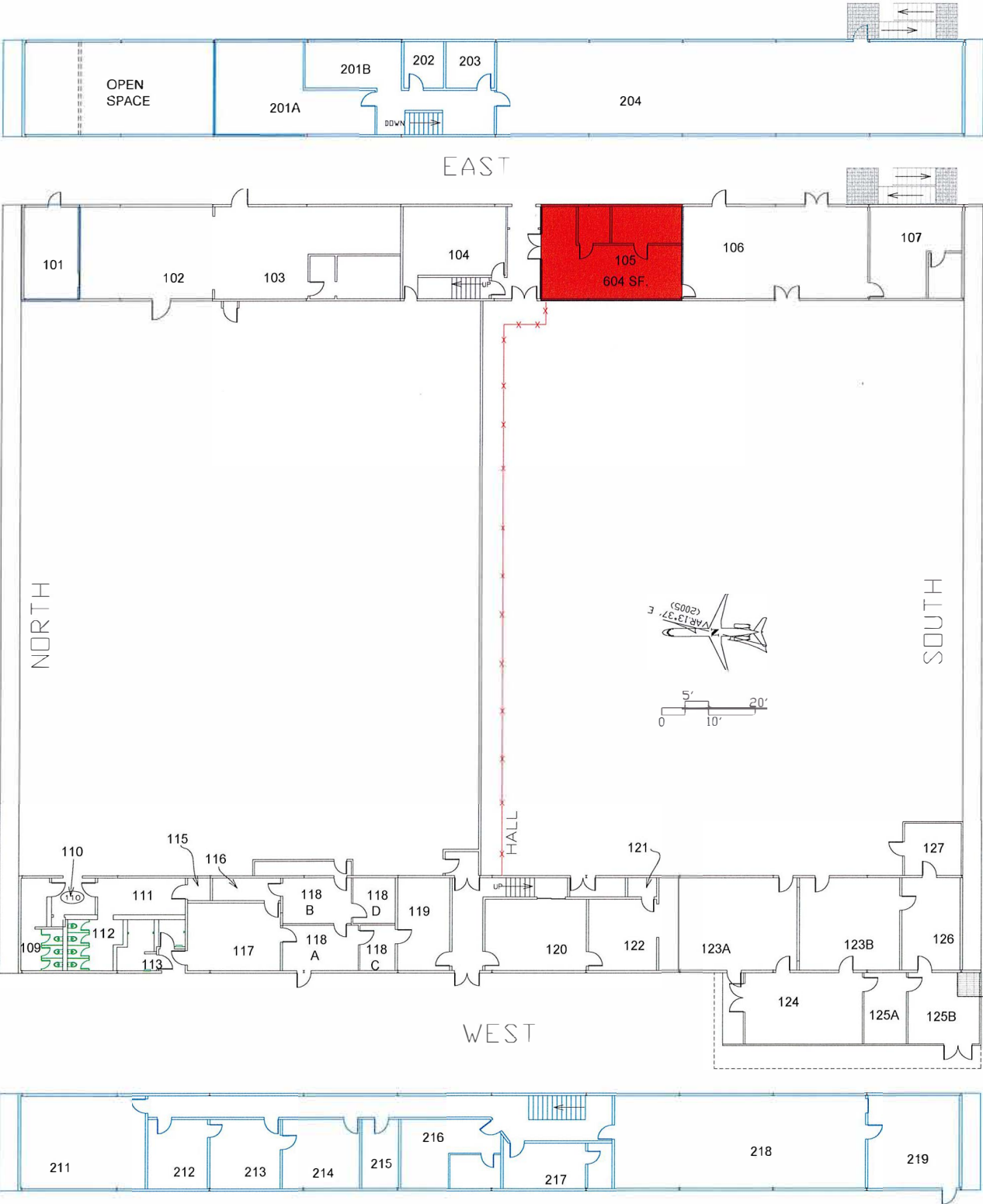
By _____
Carl Engel, Secretary

District Counsel

Tenant:

By _____
Joseph Bourdony

3203 LIGHTNING ST. Suite 105



Suite 105
604 sf.



3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

REVISIONS	
DATE	By
3/22/05	RH

DRAWN BY:
RH

APPROVED:

BY: _____
DATE: _____

EXHIBIT "A"

DRAWING NUMBER
3203 lightning

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 biphenols (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 License Agreement dated June 14, 2018, herein called "License") between Santa Maria Public Airport District (herein called "District") and Joseph Bourdony, an individual, DBA J. Bourdony Photography (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 ensure 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.



TELEPHONE (805)922-1726

FAX (805)922-0677

www.SantaMariaAirport.com

Agenda Item
13
6-14-18

June 14, 2018

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

Subject: Runway Extension Grant Application

Due to the possible short turnaround time for acceptance of an FAA grant for the Terminal Apron Phase II, staff recommends authorizing the general manager to apply for and accept a grant from the FAA. The engineers estimate for this project including base bid and two additive alternates is \$6,200,000. Staff is currently receiving proposals for construction management and testing, and hopes to secure full funding for the entire project. Should the grant be approved for less than the full amount, it is recommended to only award the portion covered by the grant and coordinate the remaining portion as Phase III.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert".

Chris Hastert, CM
General Manager