



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

**Thursday
January 13, 2022**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [820 6332 8775](https://zoom.us/j/82063328775)
Meeting Password: 3217
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: Engel, Brown, Rafferty, Adams, Baskett

- 1. RESOLUTION 905. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT FOR THE PERIOD OF JANUARY 13, 2022, TO FEBRUARY 12, 2022, PURSUANT TO BROWN ACT PROVISIONS.**
- 2. MINUTES OF THE REGULAR MEETING HELD DECEMBER 9, 2021.**
- 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
 - b) Budget Deviation
6. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
7. **PUBLIC SESSION:** Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

Telephone: Press "*9" to raise your hand and notify the meeting Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

Computer and Mobile: Click the "raise hand" button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

8. **RESOLUTION 906. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT AUTHORIZING DISTRICT COUNSEL TO ACCEPT SERVICE OF PROCESS OF LEGAL DOCUMENTS SERVED BY OR ON BEHALF OF DAVID E. BASKETT.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO CONSENT TO THE TRANSFER OF THE HANGAR LOCATED AT 2995-C AIRPARK DRIVE TO CLOUD DANCER II, LLC.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A CONTRACT BETWEEN THE DISTRICT AND HERTZ RENT-A-CAR FOR TERMINAL SPACE LOCATED AT 3249 TERMINAL DRIVE, SUITE 111.**
11. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR INDUSTRIAL PARKWAY LOT SPLIT.**
12. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT BETWEEN THE DISTRICT AND RRM DESIGN GROUP FOR THE FAIRWAY DRIVE PARCEL REZONING.**
13. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR TWO STAFF MEMBERS.**
14. **AUTHORIZATION FOR THE MANAGER OF FINANCE AND ADMINISTRATION TO ATTEND THE CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS TO BE HELD FEBRUARY 16TH-18TH, 2022 IN SAN DIEGO, CA.**
15. **DISCUSSION AND DIRECTION TO STAFF REGARDING THE MAIN HANGAR.**

16. **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: APN 111-231-09, APN 111-231-11, AND APN 111-231-17 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
17. **DIRECTORS' COMMENTS.**
18. **ADJOURNMENT.**

RESOLUTION NO. 905

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT FOR THE PERIOD OF JANUARY 13, 2022, TO FEBRUARY 12, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recitals

WHEREAS, the SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, on September 5, 2021, the Santa Barbara County Health Officer issued Order 2021-10.4 requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California and the Santa Barbara County Health Officer's Order 2021-10.4; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors adopted virtual meeting protocols on April 9, 2020, which include options for public participation.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Santa Maria Public District, as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.
3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Staff of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect on January 13, 2022 and shall be effective until the earlier of (i) February 12, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED by the Board of Directors of the Santa Maria Public Airport District on January 13, 2022, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

Dated: January 13, 2022

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____

Carl Engel, President

Approved as to form for District:

By: _____

Hugh Rafferty, Secretary

District Counsel

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD DECEMBER 09, 2021

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

1. Organization meeting of the Board of Directors-Election of Officers pursuant to Article 1, Section 5, of the Official Administrative Code of the District. President Brown asked the Board to consider changing the slate to reflect the following changes for the upcoming year. President Engel, Vice President Brown, Secretary Rafferty, Vice Secretary Adams and Director Baskett. Director Rafferty made a Motion to approve Director Brown Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty and Adams voted "Yes". Director Baskett voted "No".
2. Appointment of members to committees and assignment to Liaison positions. President Engel announced the 2022 Board of Directors Committee and Liaison Appointments as follows:

Aviation Support & Planning: Directors Brown & Rafferty
Administration & Financial: Directors Rafferty & Brown
Marketing & Promotion: Directors Engel & Brown
Business Park: Directors Engel & Brown
City & County Liaison: Directors Engel & Rafferty
State & Federal Liaison: Directors Brown & Rafferty
Vandenberg Liaison: Directors Rafferty & Baskett
3. MINUTES OF THE REGULAR MEETING HELD November 10, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held November 10, 2021. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
4. 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 to discuss the Business Park Specific Plan.

5. GENERAL MANAGER'S REPORT. Mr. Hastert updated the Board on the camera installation process and the timeline for the new phone system. He gave updates on meetings he attended which included SkyWest Airlines, the CAC and ICAS.
6. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 069679 through 069738 in the amount of \$308,962.11 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
7. DISTRICT COUNSEL'S REPORT. Nothing to report.
8. PUBLIC SESSION: Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

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No one requested to speak.

9. Resolution 904. A Resolution of the Board of Directors of the Santa Maria Public Airport District proclaiming a local emergency, ratifying the proclamation of a state of emergency by Governor Newsom's order dated March 4, 2020, and authorizing remote teleconference meetings of the legislative bodies of the Santa Maria Public Airport District for the period of December 9, 2021, to January 8, 2022, pursuant to Brown Act provisions. Director Rafferty made a Motion to approve. Director Brown Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".
10. Authorization for the President and Secretary to execute the Eighth Amendment of Lease between the District and Denis Velarde and Charmaine Velarde. Director Baskett made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
11. Authorization for two staff members and two community members to attend a headquarter meeting with United Airlines to be held January 13th, 2022, in Chicago, IL. Director Adams made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".

12. Authorization for two staff to attend the Mead & Hunt Air Service Development Conference to be held March 29th through March 31st, 2022, in Mesa, AZ. Director Rafferty made a Motion to approve. Director Brown Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
13. Authorization for the President and Secretary to execute the Lease between the District and Planes of Fame Air Museum. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
14. Authorization for the President and Secretary to execute the Lease between the District and Questa Industrial Properties, LLC. Director Baskett made a Motion to approve. Director Brown Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
15. Discussion and direction to staff regarding inspection report at 4000 S. Blosser Road, Space 80. Discussion was held and direction was given to follow the recommendations from the Mobile Home Park Attorney.
16. Authorization for two staff members to attend the TYMCO Service School to be held February 22nd through the 23rd, 2022, in Waco, TX. Director Rafferty made a Motion to approve. Director Brown Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".
17. CLOSED SESSION. At 7:26 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: APN 111-231-09, APN 111-231-11, and APN 111-231-17 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
 - e) Conference with Real Property Negotiators (Chris Hastert and District Counsel) Re: 2989-B Airpark Drive (Gov. Code Section 54956.8)

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

There were no reportable actions.
18. DIRECTORS' COMMENTS: Director Adams had no comment.

Director Rafferty wished everyone a Merry Christmas.

Director Engel asked how the Airport could help with the pilot shortages the industry is facing. He inquired about the possibility of a partnership program with Hancock College.

Director Baskett spoke about his concerns with Drones, he believes they are still a threat and mentioned that Oxnard has entered into an agreement with a company for Drone Detection. He asked for a Customs update and stated his opinion on reducing the number of meetings we have regularly scheduled each month. He concluded by wishing everyone a Merry Christmas.

Director Brown would like an item on the next agenda to bring forward a plan for the Main hangar or have it shut down by January of 2023. He concluded by wishing everyone a Merry Christmas and thanked everyone for their support this past year.

19. ADJOURNMENT. Vice President Brown asked for a Motion to adjourn to a Regular Meeting to be held on December 23, 2021, at 7:00 p.m. via a virtual meeting. Director Engel made that Motion, Director Rafferty Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams and Baskett voted "Yes".

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:51 p.m. on December 9, 2021.

Carl Engel, President

Hugh Rafferty, Secretary

2021-2022

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069739 to 069853 and electronic payments on Pacific Premier Bank and in the total amount of \$438,160.80

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 069739 to 069853 and electronic payments on Pacific Premier Bank in the total amount of \$438,160.80 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JANUARY 13, 2022.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069739	12/7/2021	Adams, Chuck	\$100.00	Director Fees - November 2021
* 069740	12/7/2021	ADB SAFEGATE Americas LLC	\$1,952.14	Lighting Maint. - Landing Area
* 069741	12/7/2021	AT&T	\$160.75	Telephone Service
* 069742	12/7/2021	Bedford Enterprises, Inc.	\$365.24	Building Maint. - Hangar Area
* 069743	12/7/2021	BMI PacWest	\$1,680.00	HVAC Service
* 069744	12/7/2021	Bomar Security & Investigation	\$6,372.12	Security Service
* 069745	12/7/2021	Brayton's Power Wash & Sweep	\$950.00	Street /Concrete Cleaning
* 069746	12/7/2021	Brown, Steve	\$300.00	Director Fees - November 2021
* 069747	12/7/2021	Consolidated Electrical Distributors, Inc.	\$722.13	Lighting Maint. - Hangar Area
* 069748	12/7/2021	Coast Networx	\$210.00	Computer Support Services
* 069749	12/7/2021	Engel, Carl Jr.	\$200.00	Director Fees - November 2021
* 069750	12/7/2021	Fastenal Company	\$6.04	Small Tools/CA Taxes
* 069751	12/7/2021	Fedak & Brown LLP	\$2,365.00	Annual Audit
* 069752	12/7/2021	Ferguson Enterprises, Inc.	\$545.86	Building Maint. - Terminal
* 069753	12/7/2021	Frontier Communications	\$1,247.71	Telephone Service
* 069754	12/7/2021	Gas Company, The	\$699.87	Utilities - Gas
* 069755	12/7/2021	Groveman Hiete LLP	\$3,567.50	Legal Counsel Services
* 069756	12/7/2021	Heath, Ray	\$3,575.20	Consulting Services
* 069757	12/7/2021	J B Dewar, Inc	\$634.38	Unleaded/Diesel Fuel
* 069758	12/7/2021	Keylock Security Specialists	\$230.00	Gate Maintenance
* 069759	12/7/2021	MarTeeney Designs	\$275.00	Website Maintenance
* 069760	12/7/2021	Mission Uniform Service	\$167.41	Uniform Service
* 069761	12/7/2021	Outdoor Supply Hardware	\$228.87	Terminal Bld. Maintenance
* 069762	12/7/2021	Ponek Appraisal	\$1,000.00	Appraisal Report Fees
* 069763	12/7/2021	Hugh Rafferty	\$200.00	Director Fees - November 2021
* 069764	12/7/2021	Safeguard Business Systems	\$372.83	Bank Checks
* 069765	12/7/2021	Sherwin-Williams	\$145.55	Building Maint.- Hangar Area

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069766	12/7/2021	S Lombardi & Assoc., Inc.	\$9,715.65	Airport Advertising
* 069767	12/7/2021	Santa Maria Times	\$240.00	Annual Subscript. - Newspaper
* 069768	12/7/2021	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 069769	12/15/2021	AT&T	\$43.71	Telephone Service
* 069770	12/15/2021	Bartlett, Pringle & Wolf	\$963.50	Computer Support Services - Acumatica
* 069771	12/15/2021	Blueglobes, Inc.	\$193.33	Lighting Maintenance - Landing Area
* 069772	12/15/2021	CA Dept. of Tax and Fee Administration	\$368.31	Water Rights
* 069773	12/15/2021	City of Santa Maria	\$413.60	Construction Meter Fees
* 069774	12/15/2021	Comcast	\$1,235.68	Cable/Internet/Digital Voice
* 069775	12/15/2021	Fastenal Company	\$73.56	Vehicle Maintenance
* 069776	12/15/2021	Frontier Communications	\$196.27	Telephone Service
* 069777	12/15/2021	Grainger	\$574.17	Shop Supplies
* 069778	12/15/2021	Hayward Lumber Company	\$298.62	Maintenance - Mobile Home Park
* 069779	12/15/2021	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 069780	12/15/2021	Lowe's	\$679.29	Shop Supplies
* 069781	12/15/2021	Magical Machine Shop	\$135.00	Vehicle Maintenance
* 069782	12/15/2021	Mission Uniform Service	\$167.41	Uniform Service
* 069783	12/15/2021	Pacific Telemanagement Services	\$230.92	Pay Phone Services - Terminal
* 069784	12/15/2021	Linde Gas&Equipment	\$267.06	Shop Safety Equipment
* 069785	12/15/2021	RRM Design Group	\$11,753.75	Business Park Specific Plan Amendmnt
* 069786	12/15/2021	Safety-Kleen	\$205.26	Hangar Area Maintenance
* 069787	12/15/2021	Service Star	\$11,172.76	Janitorial Service
* 069788	12/15/2021	Sherwin-Williams	\$85.77	Build. Maintenance - Hangar Area
* 069789	12/15/2021	S Lombardi & Assoc., Inc.	\$7,140.00	Airport Advertising
* 069790	12/15/2021	Sousa Tire Service, LLC	\$78.27	Vehicle Maintenance
* 069791	12/15/2021	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 069792	12/15/2021	David K. Wolff Environmental, LLC	\$870.00	Environmental Consulting

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069793	12/15/2021	HR Your Way, Inc.	\$1,122.00	HR Outsource
* 069794	12/15/2021	Lahr Industrial Welding, Inc.	\$499.74	Vehicle Maintenance
* 069795	12/15/2021	KCI Environmental Inc	\$4,760.00	RGL Drainage Maintenance
* 069796	12/15/2021	McGrath, John R.	\$150.00	Tenant Refund
* 069797	12/15/2021	Dennis B. Petersen	\$145.00	Tenant Refund
* 069798	12/27/2021	Advantage Answering Plus	\$672.81	Answering Service
* 069799	12/27/2021	Aflac	\$277.56	Voluntary Insurance - Employee
* 069800	12/27/2021	AT&T	\$43.73	Telephone Service
* 069801	12/27/2021	Bomar Security & Investigation	\$1,920.00	Security Service
* 069802	12/27/2021	Consolidated Electrical Distributors, Inc.	\$320.24	Lighting Maintenance - Hangar Area
* 069803	12/27/2021	City of Guadalupe	\$28,843.78	Security Service/LEO November 2021
* 069804	12/27/2021	City of Santa Maria	\$1,135.00	MHP Annual Permit 2022
* 069805	12/27/2021	Clark Pest Control	\$1,137.42	Weed/Wildlife Control
* 069806	12/27/2021	Comcast Business	\$2,205.77	Internet Service
* 069807	12/27/2021	De Lage Landen	\$102.18	Copier
* 069808	12/27/2021	Fastenal Company	\$28.72	Terminal Maintenance
* 069809	12/27/2021	Frontier Communications	\$598.66	Telephone Service
* 069810	12/27/2021	Home Depot	\$540.21	Building Maintenance, Shop Supplies
* 069811	12/27/2021	J B Dewar, Inc	\$777.25	Unleaded/Diesel Fuel
* 069812	12/27/2021	Letters, Inc.	\$32.00	Car Wash
* 069813	12/27/2021	Lumacurve Airfield Signs	\$1,098.16	Signs
* 069814	12/27/2021	McMasters and Carr	\$351.41	Lighting Maintenance - Landing Area
* 069815	12/27/2021	Mead & Hunt, Inc.	\$7,514.76	Airport Consulting Service
* 069816	12/27/2021	Mission Linen Service	\$357.83	Uniform Service
* 069817	12/27/2021	Quadient Leasing USA, Inc.	\$403.63	Postage Machine Lease
* 069818	12/27/2021	Osborn, Carla	\$451.41	Medical Expense Reimbursement
* 069819	12/27/2021	Pathpoint	\$1,724.28	Airport Maint. Svc - Window Cleaning

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069820	12/27/2021	Quinn Company	\$40.00	Building Maintenance - Terminal
* 069821	12/27/2021	MRC	\$44.94	Copier
069822		Check Voided		
* 069823	12/27/2021	SCS Engineers	\$4,900.00	Drilling, Well Installation, Soil Sampling
* 069824	12/27/2021	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 069825	12/27/2021	Zee Medical Service Company	\$221.62	First Aid
* 069826	1/5/2022	Adams, Chuck	\$100.00	Director's Fees -Dec 2021
* 069827	1/5/2022	Adamski Moroski	\$4,255.00	Legal Counsel Services
* 069828	1/5/2022	AT&T	\$251.33	Telephone Service
* 069829	1/5/2022	Bomar Security & Investigation	\$5,190.05	Security Service
* 069830	1/5/2022	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 069831	1/5/2022	Brown, Steve	\$200.00	Director's Fees - Dec 2021
* 069832	1/5/2022	Consolidated Electrical Distributors, Inc.	\$556.88	Lighting Maint.- Hangar Area
* 069833	1/5/2022	Coast Networx	\$210.00	Computer Support Services
* 069834	1/5/2022	City of Santa Maria-Util Div	\$4,244.74	Utilities - Water
* 069835	1/5/2022	Clark Pest Control	\$2,411.42	Weed/Vector Control
* 069836	1/5/2022	Engel, Carl Jr.	\$200.00	Director's Fees - Dec 2021
* 069837	1/5/2022	Fedak & Brown LLP	\$6,523.00	Annual Audit
* 069838	1/5/2022	Frontier Communications	\$934.77	Telephone Service
* 069839	1/5/2022	Gas Company, The	\$1,542.84	Utilities - Gas
* 069840	1/5/2022	Groveman Hiete LLP	\$855.00	Legal Counsel Services
* 069841	1/5/2022	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 069842	1/5/2022	J B Dewar, Inc	\$403.15	Unleaded/Diesel Fuel
* 069843	1/5/2022	MarTeeney Designs	\$275.00	Website Maintenance
* 069844	1/5/2022	McMasters and Carr	\$58.29	Office Supplies and Equipment - Shop
* 069845	1/5/2022	Mission Linen Service	\$351.04	Uniform Service
* 069846	1/5/2022	Outdoor Supply Hardware	\$355.57	Signs, Build. Maint., Shop Supplies

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069847	1/5/2022	Principal Financial Group	\$2,672.01	Employee Health Insurance
* 069848	1/5/2022	Hugh Rafferty	\$100.00	Director's Fees - Dec 2021
* 069849	1/5/2022	Santa Barbara Cnty Special District Assoc.	\$300.00	2022 Annual Dues
* 069850	1/5/2022	S Lombardi & Assoc., Inc.	\$10,098.00	Airport Advertising
* 069851	1/5/2022	Verizon Wireless	\$904.80	Mobile Devices
* 069852	1/5/2022	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 069853	1/5/2022	Oberon3, Inc	\$50.00	Safety Equipment
Subtotal			<u>\$190,383.69</u>	
ACH	12/6/2021	Ready Refresh	\$248.78	Water Delivery
ACH	12/7/2021	CalPers	\$5,629.92	Employee Retirement
ACH	12/8/2021	Collective Communications, LLC	\$7,864.55	Consulting Services
ACH	12/9/2021	PG&E	\$15,663.68	Terminal/Hangar/Admin Electricity
ACH	12/9/2021	Paychex	\$26,413.27	Payroll
ACH	12/9/2021	Amazon Capital Services	\$756.60	Terminal Accessories, Comp. Supplies
ACH	12/10/2021	Paychex	\$190.12	Paychex Invoice
ACH	12/10/2021	Paychex	\$5,585.24	Payroll Taxes
ACH	12/10/2021	Umpqua Bank	\$837.94	Credit Card Fees
ACH	12/10/2021	Mass Mutual	\$4,547.14	Employee Paid Retirement
ACH	12/13/2021	CalPers	\$14,788.55	Health Insurance
ACH	12/14/2021	Pacific Premier Bank	\$224.81	Bank Fees - Analysis Activity
ACH	12/14/2021	Xerox	\$536.53	Copier
ACH	12/15/2021	PG&E	\$1,061.61	Terminal/Hangar/Admin Electricity
ACH	12/21/2021	CalPers	\$5,629.92	Employee Retirement
ACH	12/21/2021	Umpqua Bank	\$15,720.91	Business Travel, Dues&Memberships
ACH	12/23/2021	Paychex	\$26,199.22	Payroll

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	12/24/2021	Mass Mutual	\$4,528.87	Employee Paid Retirement
ACH	12/24/2021	Paychex	\$5,827.28	Payroll Taxes
ACH	12/24/2021	Umpqua Bank	\$23,053.44	Business Travel, Building Maintenance
ACH	12/27/2021	Paychex	\$190.12	Paychex Invoice
ACH	12/31/2021	CalPers	\$12,931.83	Unfunded Liability
ACH	1/4/2022	Ready Refresh	\$366.31	Water Delivery
ACH	1/4/2022	CalPers	\$5,629.92	Employee Retirement
ACH	1/4/2022	Pacific Premier Bank	\$1,002.79	Credit Card Fees
ACH	1/5/2022	Collective Communications, LLC	\$7,500.00	Consulting Services
ACH	1/6/2022	Paychex	\$26,635.30	Payroll
ACH	1/7/2022	Paychex	\$5,781.85	Payroll Taxes
ACH	1/7/2022	Paychex	\$627.62	Paychex Invoice
ACH	1/7/2022	PG&E	\$7,179.37	Terminal/Hangar/Admin Electricity
ACH	1/7/2022	Mass Mutual	\$4,571.56	Employee Paid Retirement
ACH	1/10/2022	PG&E	\$10,052.06	Terminal/Hangar/Admin Electricity
Subtotal			<hr/>	
			\$247,777.11	
			<hr/>	
Total			<hr/>	
			\$438,160.80	
			<hr/>	



MEMORANDUM

Santa Maria Public Airport District

January 13, 2022

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #1 for 2021-2022 Budget

It is recommended that the 2021 - 2022 Budget be amended to include the following changes:

Expenses		Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.)	Terminal Improvements	0	25,000	(25,000)
2.)	Administration Building Cubicle Addition	20,088	0	20,088
	Total	20,088	25,000	(4,912)

- 1.) Staff changes and moves have resulted in temporary office assignments. The areas were never intended to be permanent and often impact productivity. Staff assignments are now permanent and work stations for staff need to be increased. Due to the fact that Airline expansion has been delayed terminal improvements can be postponed in order to accommodate staff needs.

Veroneka Reade, Manager of Finance and Administration

Recommended: _____
Chris Hastert, General Manager

Approved Board Meeting
of January 13, 2022 _____
Hugh Rafferty, Secretary

RESOLUTION 906

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC
AIRPORT DISTRICT AUTHORIZING DISTRICT COUNSEL TO ACCEPT SERVICE OF
PROCESS OF LEGAL DOCUMENTS SERVED BY OR ON BEHALF OF DAVID E.
BASKETT

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

WHEREAS, the District has been and currently is a party in multiple lawsuits involving David E. Baskett, including, but not limited to Santa Barbara Superior Court Case Nos.: 16CV04161; 20CV02459; 20CV04444; 21CV04183 (“Baskett lawsuits”);

WHEREAS, the Baskett lawsuits utilize a significant amount of staff time and resources particularly when it receives documents and other requests from Mr. Baskett concerning the lawsuits;

WHEREAS, the District Board of Directors has determined that it would be in the best interests of the District to authorize legal counsel to accept service of process of a summons, complaint and other legal documents that may be served in connection with the Baskett lawsuits or any future actions involving David E. Baskett.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Maria Public Airport District, that it authorizes District Counsel to accept service of process of summons, complaint and other legal documents that may be served in connection with the Baskett lawsuits or any future actions involving David E. Baskett. Such authorization shall automatically terminate after three-years (3) of the date of the adoption of this resolution, unless extended by subsequent resolution adopted by the Board of Directors.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Santa Maria Public Airport held January 13, 2022, on motion of Director _____, seconded by Director _____, and carried by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Carl Engel, Jr., President

ATTEST:

Hugh Rafferty, Secretary

ASSIGNMENT OF LEASE

2995-C Airpark Drive

The Assignment of Lease is made this *13th day of January 2022*, by and between Robert J. or Mary Ellen Lepper Revocable Living Trust, an owner, builder, hereinafter called "Tenant" or "Assignor", and **Cloud Dancer II, LLC**, Purchaser, hereinafter called "Assignee".

Recitals

a. Tenant and Santa Maria Public Airport District (hereinafter called "Landlord" or District") made and entered into a written ground lease dated March 1, 2004 for leased premises located at the SANTA MARIA PUBLIC AIRPORT, Santa Maria, California, hereinafter referred to as the "Lease". A true copy of the Lease is marked Exhibit "A", attached and incorporated herein in full by this reference.

b. Tenant is selling and transferring its ownership to the Assignee and hereby requests the District to consent to an Assignment of the Lease.

Now, therefore, the parties agree as follows:

Assignment

1. Recitals. The recitals set forth in this Agreement are true and correct and are incorporated by this reference.

2. Assignment. As of the effective date referred to herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Lease.

3. Effective Date of Assignment. The Assignment shall be effective on February 1, 2022, provided Tenant/Assignor is not in default under the terms of the Lease.

4. Assumption of Lease Obligations. Assignee does hereby accept the foregoing assignment and assumes and agrees to perform, full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Lease, as of the effective date, including timely payment of any and all payments due to the Landlord or payable on behalf of Tenant to Landlord under the Lease as they become due and payable. Assignee acknowledges that all terms and provisions of the Lease continue in full force and effect as to Assignee.

5. Assignor's Covenants. Assignor covenants that the copies of the Lease, attached hereto as Exhibit "A" are true and accurate copies of said documents.

6. Further Assignments. Assignee shall not further assign or transfer any interest in the Lease and/or Leased Premises except as provided in Paragraph 16 of the Lease.

7. Litigation Costs and Attorney Fees. In the event of any action or proceeding brought by either party against the other under or arising out of this Assignment of Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, expert witness expenses and attorneys' fees in such action or proceeding including costs of appeal, if any. In addition, should it be necessary for the District to employ legal counsel to enforce any of the provisions herein contained, Assignor and Assignee agree to pay all District's attorneys' fees, costs, expenses and expert witness expenses reasonably incurred.

8. Indemnification. Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill

Assignment. Assignor states that no other assignment by Assignor exists in connection with the Lease.

9. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. Governing Law. This Assignment shall be governed by and construed in accordance with California law and litigation shall be filed and prosecuted in Santa Barbara County, North County Division, State of California

11. Notices. Any notice shall be given as set forth in paragraph 16-A of the Lease to Assignor shall be sent to:

**ASSIGNOR: Robert J. or Mary Ellen Lepper
510 Jones Lane
Nipomo, CA 93444**

Notices to Assignee shall be sent to:

**ASSIGNEE: Cloud Dancer II, LLC
PO Box 1815
Santa Maria, CA 93456**

Dated: _____

Tenant: _____
Robert J. Lepper

Dated: _____

Tenant: _____
Mary Ellen Lepper

Dated: _____

Assignee: _____
Ryan Renfrow

12. Consent of Landlord

The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated January 13, 2022, from Robert J. or Mary Ellen Lepper, Assignor to Cloud Dancer II, LLC, Assignee. Landlord's consent to this assignment shall in no way be deemed a waiver of its rights under Paragraph 16 of the Lease, Assignment, Subletting, and Encumbering, to prohibit assignment in future.

Dated: January 13, 2022

Approved as to content for District:

Santa Maria Public Airport District

General Manager

Carl Engel, President

Approved as to form for District:

District Counsel

Hugh Rafferty, Secretary

LEASE AND AGREEMENT

Owner/Built Hangar Site

AD JMK
CE

As of March 1, 2004, SANTA MARIA PUBLIC AIRPORT DISTRICT, (herein called "District"), and STEVEN M. BROWN, An Individual, ("Tenant,") agree as follows:

1. **Leasehold Premises.** District leases to Tenant unimproved land located on the Santa Maria Public Airport known as **Hangar Site 15**, commonly as **2995-C Airpark Drive**, in the City of Santa Maria, County of Santa Barbara, State of California, consisting of **2250 square feet**, and more particularly described on Exhibit "B" attached hereto and incorporated by this reference, subject to all existing and future easements and rights, restrictions, reservations and matters of record (the "Premises").

2. **Term.** The term of this Lease is Forty (40) years commencing on the date first above written and expiring on February 29 2044. This Lease maybe extended for two (2) additional five (5) year terms provided: (1) Tenant is not in default, and (2) Tenant delivers to District, 60 days prior to the end of each term written notice of its intent to exercise its option to extend the lease. The terms and conditions of the Lease will remain unchanged during the extension, except as provided herein.

3. **District Right to Relocate.** District reserves the right to relocate the Premises and Tenant's improvements thereon to a different location on the Airport selected by District, at District's expense at any time during the Initial Term or any Extended Term. District shall have no obligation to pay Tenant for Tenant's time or inconvenience in any such relocation or cost of relocating Tenant's personal property. Tenant shall relocate Tenant's personal property at Tenant's sole cost and expense.

4. **Rent**

a. **Monthly Rent During First Five Years.** Monthly rent for and during the first five (5) years of the term shall be the sum of **\$ 38.25**, calculated by multiplying the number of square feet leased by a factor of \$.017 per square foot per month (based on the Districts Long-term Land Lease Policy and recovery of capital cost over twenty years) ("Base Rent").

Tenant shall pay Base Rent to District in advance on the first calendar day of each month. Rent is payable without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, CA 93455, or at such other address District may direct Tenant in writing. The Base Rent shall be adjusted every five years on the anniversary of the commencement date of the Lease (the "Adjustment Date"). Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index, All Items, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area for All Urban Consumers ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the monthly Base Rent payable during the ensuing five (5) year period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the

EXHIBIT "A"

Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Base Rent for the ensuing five-year period shall remain unchanged. When the Base Rent payable as of each Adjustment Date is determined, District shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The adjusted Base Rent shall become the new "Base Rent" but shall not exceed five percent (5%) CPI increase per year.

b. Late Charge. Tenant acknowledges that late payment of rent by Tenant to District will cause 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.

c. Additional Rent. The rent shall be absolutely net to District. Tenant shall pay all costs, fees, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements, maintenance and obligations of every kind and nature whatsoever relating to the Premises or the improvements to be constructed thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this lease (Additional Rent). Tenant shall indemnify and save District harmless from and against Additional Rent. Should Tenant fail to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this lease in the event of nonpayment of rent or other event of default. District shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder deemed necessary to protect the interests of District under this lease. No advance by District shall operate as a waiver of any of District's rights under this lease and Tenant shall remain fully responsible for the performance of its obligations under this lease. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Tenant.

5. Construction by Tenant.

a. Obligation To Construct. **THE PREMISES ARE BEING LEASED EXPRESSLY FOR THE DEVELOPMENT, CONSTRUCTION AND OPERATION BY TENANT OF AN AIRCRAFT STORAGE HANGAR FOR THE EXPRESSED PURPOSE OF STORING THE TENANT'S OWN AIRCRAFT.** Tenant leases the Premises with the obligation of constructing the Improvements together with any related or on- or off-site improvements necessitated by the development of the Premises and any subsequent improvements, at Tenant's sole cost and expense. Tenant shall construct all on and off-site improvements required herein, at Tenant's sole cost and expense, in the time and manner set forth herein. Tenant shall obtain any and all governmental approval legally required to improve or alter the Premises. Tenant shall construct the improvements free of claims against District and the Premises in compliance with the requirements set forth in Exhibit "A", entitled "Owner Built Hangar Specifications", attached,

and incorporated by this reference. **TENANT SHALL CONSTRUCT THE IMPROVEMENTS (INCLUDING THE FINISHED FLOOR) AND THE FINISHED GRADE IN ACCORDANCE WITH THE PROJECT GRADING PLAN AND THE INDIVIDUAL SITE PLAN. THE INDIVIDUAL SITE PLAN IS ATTACHED AS EXHIBIT "C" AND INCORPORATED BY THIS REFERENCE.**

b. Schedule of Improvements. Tenant shall begin construction and installation of the Improvements within six (6) months of the lease commencement. Tenant shall complete construction of the Improvements within eighteen (18) months after the lease commencement. This eighteen (18) month period may be increased by any delay due to acts of God or actions of third parties not subject to Tenant's control, not to exceed one additional year. If Tenant fails to timely begin and complete construction, District may terminate this lease after thirty (30) days' notice of its intent to terminate.

c. Indemnity Against Claims. Tenant shall keep the Premises and improvements thereon free and clear of all mechanic's liens and other liens. Tenant shall defend, indemnify and save harmless District and the Premises from and harmless against any and all liability, loss, damage, claims, costs, attorneys' fees and other expenses of any type arising out of work performed on the Premises or in easements and rights-of-way for or by Tenant, or on account of claims for liens of contractors, subcontractors, materialmen, laborers, architects, engineers or other design professionals, for work performed or materials or supplies furnished by Tenant or persons claiming under it. District shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any judgment or lien, or both. Tenant shall reimburse District for all sums paid by District under this paragraph, together with all of District's reasonable attorneys' fees and costs, plus interest on all sums expended at the rate of ten percent (10%) per annum from the date paid by District to the date paid by Tenant.

d. Licensed Contractor. All work on the improvements shall be done by licensed and insured contractors; provided Tenant may act as general contractor for itself as long as licensed and insured subcontractors perform the work. Tenant shall provide proof satisfactory to District that all contractors carry workers' compensation insurance for anyone working on the Premises, and public liability and property damage insurance (\$1,000,000 combined single limit). District shall be an additional insured.

e. Plans and Specifications. Prior to beginning construction, Tenant shall deliver to District a set of plans and specifications of all improvements in sufficient detail to determine compliance with District's requirements for appearance, site development and for approval from various agencies responsible for issuing building permits. District shall have final approval authority and no work on site shall commence until the lease with District has been executed and District has issued a written confirmation of its approval.

f. Notice of Non-Responsibility. At least ten (10) days prior to initiation of any improvement, or delivery of any materials to the Premises, Tenant shall notify District of same in writing. District shall have the right to post and record a Notice of Non-Responsibility in accordance with Civil Code 3094.

g. Parcel or Subdivision Map. District, at its cost and expense, shall prepare a Parcel Map and file same with the City of Santa Maria identifying individual parcels that will be leased to individual tenants.

6. **Tenant's Use of Premises.** The Premises shall be used for the storage, maintenance, and repair of Tenant's aircraft and aircraft equipment and for no other purpose.

a. **Permitted Uses.**

i. Indoor storage of aircraft registered in the Tenant's name. The Tenant must be the owner of the improvements (hangar) on the Premises;

ii. Indoor storage of automobiles while the aircraft is being operated outside the hangar;

iii. Indoor storage of equipment and tools used for preventive maintenance, construction or restoration of the aircraft stored on the Premises;

iv. Maintenance, construction and restoration of an aircraft as described in FAR Part 43, Appendix A, or under the direct supervision of a mechanic properly and appropriately certified by the Federal Aviation Administration; and

v. As long as at least one aircraft stored on the Premises is registered to Tenant, other non-owned aircraft may be stored on the Premises, subject to the provisions of Section 16, Assignment.

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

i. Use any portion of the Premises contrary to or in violation of the directives, rules or regulations of the District as they exist now or in the future.

ii. Store any property outside of the hangar on the Premises.

iii. Store hazardous or toxic materials in quantities greater than ten (10) gallons, except with a safety plan approved by the City of Santa Maria Fire Department and after issuance of appropriate permits.

iv. Any use, activity or improvement which will generate smoke affecting aircraft visibility or attract large concentrations of birds or which may otherwise affect safe air navigation.

v. Any use or activity which would interfere with or create a hazard to the operation of the Airport or aircraft.

vi. Spray painting, except spray painting of aircraft in an approved paint booth.

vii. Any residential use.

viii. Any trade, profession, business or commercial use, enterprise or activity, except approved subleases for aircraft storage.

ix. Storage of jet or aviation or other fuel on the Premises, other than inside fuel tanks of aircraft stored on the Premises or vehicles temporarily parked on the Premises.

x. Place any signs without District's prior written approval.

7. **Nuisance or Unlawful Uses.** Tenant shall not commit waste, including environmental contamination, nuisance or unlawful activity on the premises nor shall Tenant permit others to commit waste, nuisance or unlawful activity on the premises.

8. **Alterations and Improvements.**

a. Tenant shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent, except interior, non-structural alterations or improvements. District specifically reserves the right to approve the exterior appearance of the improvements throughout the term of the Lease. All alterations, additions or improvements made by Tenant at the Airport shall be Tenant's property during the term of the Lease. Tenant shall remove all fixtures and improvements, including slabs and foundations, and cap all utilities, at Tenant's expense, at expiration or termination of the Lease, unless directed otherwise in writing by District. District may, at District's sole option, elect that the slab and foundation shall remain on the Premises at expiration or termination. The slab and foundation shall thereafter become District's property without any payment to Tenant. Tenant shall restore District's property to at least its former condition as when received and repair any damage resulting from any removal.

b. Should Tenant fail to remove the improvements at the expiration or termination of the Lease, District may, at its option, remove the improvements, at Tenant's expense, or the improvements shall become District's property, without payment to Tenant, free and clear of all liens and encumbrances. Tenant shall indemnify and hold District harmless from and against any liens or encumbrances.

9. **Tenant's First Right to New Lease of Premises.** If, within six (6) months prior to the expiration of the term of this Lease, District elects to enter into a new lease of the Premises for aircraft storage purposes, then District shall first negotiate with Tenant the terms and conditions of a new lease for said Premises before offering the Premises to anyone else.

10. **Holdover.** If Tenant holds over beyond the term or extended term with the consent of District, such tenancy shall be from month to month subject to the terms and conditions of this Lease. Holdover shall not be renewal of this Lease. The monthly Base Rent shall be the monthly Base Rent due immediately prior to the holdover, increased by any increase in the Index defined in Section 4, since the last rent adjustment, unless otherwise agreed in writing by both parties.

11. **Repairs and Maintenance.**

a. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all improvements thereon in first class condition and repair at all times in accordance with all applicable laws, rules, ordinances, orders and regulations of any governmental agency or body having jurisdiction. Tenant shall keep the Premises, at Tenant's expense, clean and free from litter, garbage, refuse and debris at all times. Tenant shall take reasonable measures to protect the Leased Premises and airport from infestation of birds, insects, rodents and other pests. Tenant shall comply with all reasonable orders and instructions of District's General Manager in the use of the Leased Premises, which the General Manager deems to be in the best interest of the District, the public or users of the Airport, or for their safety and welfare.

b. If Tenant fails to maintain or make repairs as required herein, District shall have the option, but not the obligation, of making necessary corrections after a reasonable written notice from District of its intent to do so. All costs incurred by District in making said corrections, including but not limited to the cost of labor, materials, equipment and administration, shall be Additional Rent, and Tenant shall pay the same within fifteen (15) days of receipt of a statement of District's costs. District may, at its option, choose other remedies available herein as allowed by law.

12. **Tenant Obligations.** Tenant shall:

a. Comply with the rules, regulations and directives of the District related to the use of the Airport and its facilities, including the owner-built hangar sites.

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

c. Furnish District with a copy of the registration certificate: (i) for each aircraft to be stored on the Premises prior to commencement of the Lease; (ii) after commencement of the Lease, within ten (10) days of acquiring a different or additional aircraft, or subleasing to a non-owned aircraft; and (iii) immediately after District's written request for such a copy at any other time.

d. Provide annual proof, to District's reasonable satisfaction, that the aircraft registered to the Tenant is in fact stored on the Premises. If an experimental aircraft is being constructed on the Premises, provide annual proof, to District's reasonable satisfaction, of reasonable progress towards completion.

e. When the aircraft is in operation out of the hangar, park all vehicles inside the hangar.

13. **Utilities.** District shall have no responsibility to provide water, utility service or extensions of any kind to the Premises, and any such water, utility service or extension by Tenant shall be at Tenant's sole cost and expense after consent by District as provided in Paragraph 8 herein. District will provide electrical and telephone conduit to each lot. Tenant is responsible to provide wiring. District has a 4-inch sewer lateral available to certain lots (2995a and b, 2997a and b, 2987a, b, c and d, and 2989 a, b, c and d, Airpark Drive). If Tenant is

leasing one of those lots, Tenant may, at Tenant's cost, extend piping and obtain a meter from the City of Santa Maria for water. Tenant shall extend the utilities, as needed, separately meter each utility and pay all utility service charges.

14. **Indemnification.** Tenant shall investigate, protect, defend (with counsel reasonably acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, and the Premises (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Tenant or any subtenant, or their officers, agents, employees, or guests (collectively "Tenant"); or Tenant's operations on, or use or occupancy of, the Premises or the Santa Maria Public Airport. The foregoing indemnification excludes only Liability or Loss caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold District harmless from and against any Liability or Loss, including third party claims, environmental requirements and environmental damages (as defined in Exhibit "D", Hazardous Material Definitions) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Premises or the improvements thereon or District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively Release) of any toxic or hazardous materials (defined in Exhibit "D") which occurs in, on or about the Premises as the result of any of Tenant's activities on the Premises. Tenant shall notify District immediately of any Release of any toxic or hazardous material on the Premises or Airport.

15. **Insurance**

a. Tenant shall procure and maintain during the term of this Lease and any extensions, general liability insurance to protect against bodily injury, including death, products, and personal/advertising injury liability; contractual liability; liability for damages through the use of or arising out of accidents occurring on or about the Premises, or arising out of any act of Tenant, or caused by the neglect or misconduct of the Tenant in a minimum amount \$100,000.00 combined single limit for bodily injury and property damage per person and \$250,000.00 per occurrence combined single limit for bodily injury and property damage.

b. The policies shall name District as an additional insured and shall provide that Tenant's insurance will operate as primary insurance and District's insurance will not be called upon to contribute to a loss covered by this paragraph or the indemnification provisions of this Lease. Tenant shall require the insurer to notify District in writing, at least thirty (30) days prior to cancellation, modification or refusal to renew such policy. All policies shall be issued by companies admitted and licensed to do business in California and having a Best's rating of "A". Tenant shall provide District with a current insurance certificate issued by the insurer. The types, coverage, form and liability limits of insurance may be changed or increased by District's Board of Directors after giving Tenant at least ninety (90) days' prior written notice.

16. **Assignment**

a. Tenant shall not assign, transfer, mortgage, encumber or grant control of this Lease or any interest, right or privilege herein, or sublet a portion of the leased premises without the prior written consent of District. District's consent shall not be unreasonably withheld for an assignment or transfer to Tenant's spouse, child(ren), sibling(s) or parent(s). The assignee, transferee, mortgagor, or other person acquiring an interest in the Lease shall agree in writing to be bound by all terms and conditions of the Lease. A sublease of the entire Premises is expressly prohibited and void and, at the option of District, shall terminate the Lease. The Premises must be occupied by the person who owns the improvements (hangar) and owns an aircraft stored on the Premises. Tenant's interest in this Lease is not assignable by operation of law. To prevent speculation in the construction and resale of hangars, if Tenant wishes to assign, transfer, sell or grant control of this Lease and/or the improvements thereon, and District approves, the approval will be conditioned on Tenant paying to District a transfer fee equal to the following:

- i. During the first year after occupancy, the sum of \$15,000;
- ii. During the second year after occupancy, the sum of \$10,000;
- iii. During the third through fifth years of occupancy, the sum of \$5,000;

provided, no transfer fee shall be required if Tenant assigns or transfers the Lease to Tenant's spouse, child(ren), sibling(s) or parent(s).

b. Subject to the District's General Manager's prior written consent, Tenant may sublet a portion, but not all, of the Premises for storage of aircraft owned by another. District's General Manager's consent may be conditioned on:

i. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to Tenant.

ii. Each subtenant has a written sublease incorporating the terms and conditions of this Lease.

iii. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to subtenant.

iv. Tenant shall notify District in writing within ten (10) days of any storage of non-owned aircraft with such identifying information as District requests, together with the written sublease for District consent.

v. Tenant shall pay any sublease rent to District which is in excess of the sublessee's pro rata share, based on per square foot occupancy, of: the rent charged under this Lease, utilities, taxes, insurance, maintenance and Cost of the Improvements (amortized at eight percent (8%) over twenty (20) years). The "Cost of Improvements" is defined as the amount paid by Tenant for constructing the slab, foundation, utility extensions, hangar and other improvements made by Tenant to the Premises, including engineering and design fees, prior to occupancy by Tenant.

vi. No District owned hangars are available for lease in the near future.

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

18. **District's Remedies on Tenant's Breach.** In the event Tenant fails to pay rent when due, abandons or vacates the Premises, 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, as well as the following cumulatively or in the alternative remedies:

a. District may recover from Tenant on terminating the Lease damages proximately resulting from the breach, including the cost of recovering the premises and the value of the premises for the remainder of the Lease term, less any rent received by District from subleases or reletting of the Premises, which sum shall be immediately due District from Tenant.

b. Tenant assigns to District all subrents and other sums falling due from subtenants, up to the amounts due District under this Lease during any period in which Tenant is in default. District may, at District's election, re-enter the Premises and improvements with or without process of law, with or without terminating this Lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors, or both.

19. **Nondiscrimination.** Tenant will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex or national origin in any such manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or as the regulation may be amended from time to time.

20. **Right of Entry.** District and City of Santa Maria and authorized agents of each shall have the right to enter the Premises for any reasonable purpose upon twenty-four (24) hours' oral or written notice, and at any time without notice in case of any emergency.

21. **Miscellaneous**

a. Notices shall be written and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. District's and Tenant's addresses for this purpose are:

District: Santa Maria Public Airport District
3217 Terminal Drive

Santa Maria, CA 93455

Tenant: Name STEVEN M. BROWN
Address 550 Tejo Place
City, State & Zip Code Wipac, CA 93324
Phone 805-923-2737

Either party may change its address for such notice by giving written notice of such change to the other party. Notice shall be deemed delivered at time of personal delivery or 48 hours after deposit in any United States Post Office or mailbox.

b. District's waiver of breach of one term, covenant or condition of this Lease is not a waiver of breach of others nor of subsequent breach of the one waived. District's acceptance of rent installments after breach is not a waiver of the breach. Any waiver by District must be in writing and signed by District.

c. This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

d. Time is of the essence herein.

e. The prevailing party shall recover from the non-prevailing party reasonable attorney's fees and costs in the event any legal action or proceeding between District and Tenant arises in connection with this Lease.

f. No prior and contemporaneous conversations, negotiations, possible and alleged agreements concerning the subject matter hereof, other than those referred to herein, are merged herein. This is an integrated agreement. Any modification of this Lease must be agreed upon in writing by every Party to this Lease.

g. If any provision of this Lease is determined to be invalid or unenforceable, the remaining provisions shall continue to operate to the extent possible.

h. This Lease shall be construed in accordance with the laws of the State of California.

i. This Lease is deemed to have been drafted by the Tenant and District.

j. The parties executing this Lease represent they have appropriate authority.

k. Unless stated otherwise herein, no real estate brokers have been involved in this Lease and no real estate broker commissions or fees are due or owed from District.

l. In any real estate transaction it is recommended that you consult with a professional.

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

23. **FAA Approval.** This Lease is made subject to any approval of the Federal Aviation Administration which may be required.

24. **Surrender and Site Assessment.** Tenant shall, on expiration or sooner termination, surrender to District the Premises in the same or better condition as when received, normal wear and tear, damage by acts of God or by the elements excepted.

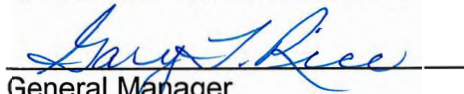
At District's option, exercised by written notice to Tenant, within thirty (30) days of expiration or sooner termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause to be conducted a site assessment of the Premises to confirm that the Premises are free of any hazardous material or contamination. The nature and extent of the site assessment and the selection of the person performing the site assessment and certification shall be approved by District. The Premises shall be certified to be free of any hazardous material or contamination by a person certified by the appropriate governmental agency to conduct such site assessments. Any contamination or environmental damage on the Premises or originating on the Premises and migrating off the Premises shall be remediated by Tenant to meet or exceed the strictest governmental standards or requirements and to District's reasonable satisfaction. Tenant shall be responsible for all remedial investigation and remediation, including submission and approval of the remediation closure plan.

25. **Damage or Destruction.** In the event the improvements are damaged or destroyed, Tenant may, at its option, either (1) continue paying rent and restore the improvements to their former condition and appearance, within a reasonable period of time, not to exceed one hundred eighty (180) days from the date of damage or destruction; or (2) terminate the Lease by thirty (30) days' written notice to District, remove the remaining improvements, and restore the Premises to their same or better condition as when received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed as of the day, month and year first above written.

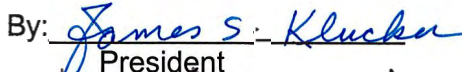
Dated: February 26, 2004

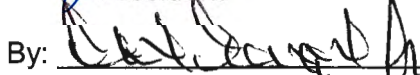
APPROVED AS TO CONTENT:


General Manager

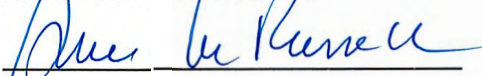
DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: 
President

By: 
Secretary

APPROVED AS TO FORM:


District Counsel

TENANT:



Steven M. Brown

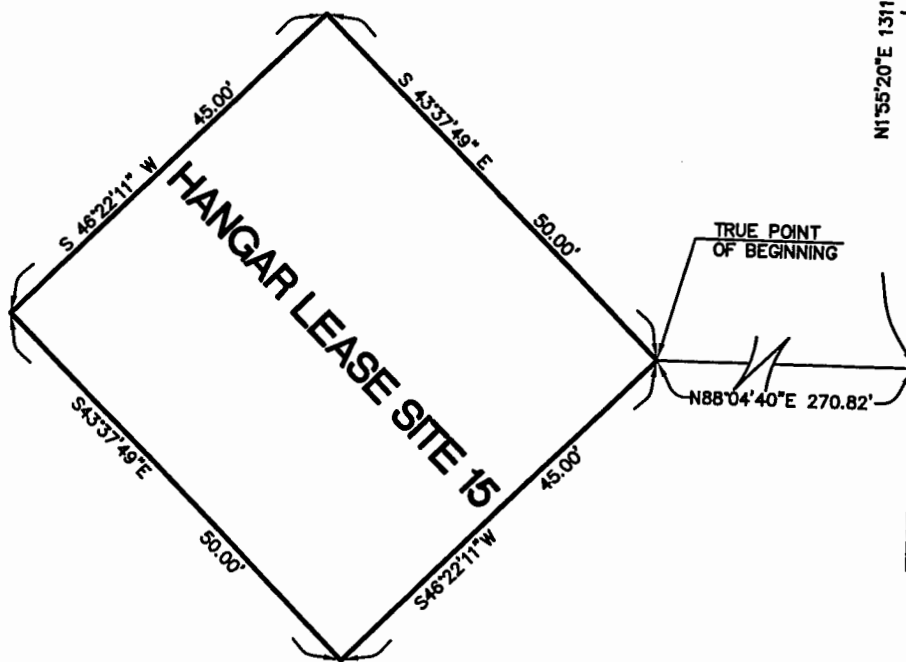
EXHIBIT "B"

LEASE DESCRIPTION FOR HANGAR SITE 15

THAT PORTION OF THE WESTERLY HALF OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF "SKYWAY WEST I TRACT 5280" RECORDED AS MAP BOOK 98, PAGES 85 AND 86, RECORDS OF THE COUNTY OF SANTA BARBARA, IN THE CITY OF SANTA MARIA, STATE OF CALIFORNIA; THENCE SOUTH 1° 55' 20" WEST 1311.86 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF SAID LOT 4 TO A POINT; THENCE NORTH 88° 04' 40" WEST 270.82 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 46° 22' 11" WEST 45.00 FEET; THENCE NORTH 43° 37' 49" WEST 45.00 FEET; THENCE NORTH 46° 22' 11" EAST 45.00 FEET; THENCE SOUTH 43° 37' 49" EAST 45.00 FEET TO THE **TRUE POINT OF BEGINNING**.

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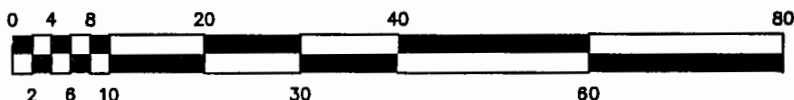


SKETCH OF HANGAR LEASE SITE 15 2995-C AIRPARK DRIVE

BEING A PORTION OF THE WESTERLY HALF
OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34
WEST, SAN BERNARDINO MERIDIAN, IN THE CITY
OF SANTA MARIA, COUNTY OF SANTA BARBARA,
STATE OF CALIFORNIA

EXHIBIT "B"

SCALE: 1"=20'



PREPARED BY:



Owner build Hangar Specs

Hangar Type: Steel Pre-fabricated Rectangular Hangar building

Maximum hangar size to fit: Plot A (45 feet x 50 feet)-40 feet x 45 feet hangar
Plot B (55 feet x 65 feet)-50 feet x 60 feet hangar

Structure must be 2.5 feet from property line

	60'x50' Hangar	45'x40'
Eave Height	18'	14'
Hangar Skin Gauge	26 GAUGE	26GAUGE
Doors (see below)	See below	See below

Door options: Door cannot intrude on adjoining property

- Bi-fold
- Stacking
- Roll inside hangar
- Roll up

Skylights: Interior natural lighting to be provided by wall or door panels only. Minimum standard for skylight material is 8 ounces per square foot.

Roof: Low profile ridge line perpendicular to taxilane
Slope 1"rise for each 12 inches of horizontal run
Panels shall overlay outside walls a minimum of 4"
Roof to slope to side of hangar
Gutters installed along side edges, downspouts at front corners (gutters and downspouts comprised of same material and same paint color)

PREFABRICATED METAL BUILDINGS

- a. Prefabricated metal building types, conforming to the drawings with indicated dimensions and specified requirements.
- b. Preliminary requirements to the work as follows.
 1. Design calculations, record drawings, shop and erection drawings.
 2. Obtaining building permits (fees paid by Owner builder).
 3. Field measurements and verification of existing field conditions prior to any building work.
 4. Coordination and cooperation with work of other trades.
- c. Prefabricated metal building assembly and field erection of components complete and inclusive with listings as follows.
 1. Structural steel and miscellaneous metal, including anchor bolts and other anchorage embedded in concrete.
 2. Light gauge steel members, roofing and siding.
 3. Cold formed members.
 4. Hangar doors, hardware and locking hasp and staple.
 5. Confirm location of anchors and embedded items.
 6. Flashing and trim members.

7. Gutters and downspouts.
8. Factory finish on galvanized metal surfaces.
9. Factory panel painting.
10. All accessories, closures and hardware required for a complete installation.
11. Closures, caulking, sealants and waterproofing as required for a complete weathertight installation.
12. Twenty (20) year bonded guarantee on roof and wall panel finish.

QUALITY ASSURANCE

- a. Fabricator/erector qualifications: Firm with successful experience in design, engineering, construction and erection of buildings similar to those erected around Santa Maria Public Airport.
- b. Design Criteria: Design and engineer buildings to comply with Codes applicable at the building site. Obtain building permits for work of this Section before starting fabrication. Building shall be in accord with MBMA and AISC standards.

REFERENCE SPECIFICATIONS AND STANDARDS

- a. Provide work conforming to latest edition of the City of Santa Maria Building Code, and comply with pertinent recommendations of the manufacturer of the approved Prefabricated Metal Buildings Systems.
- b. American Society for Testing and Materials (ASTM) as referenced herein.

SUBMITTALS

- a. Shop and erection drawings. Contractor shall submit shop and erection drawings to the City of Santa Maria Building Department for the purpose of the Contractor obtaining approval of building permit and for checking by the District Engineer.
- b. Shop and erection drawings required for building permit purposes shall be identified by the Contractor as shop and erection drawings. Contractor shall submit shop and erection drawings as well as such other drawings as may be required by the Building Department of the City of Santa Maria, Community Development Department, for issuance of building permit. Drawings shall include but will not necessarily be limited to the following:
 1. Foundation plans showing construction joints; foundation details; allowable soil pressure; loads; anchor bolts; etc.
 2. Plans and details for grade beams and concrete flooring.
 3. Framing plan showing typical sections and connection detail, eave condition, diagonal bracing, purlin, beam, and column layout.
 4. Floor plan showing interior partitions, operation of sliding hangar doors (in open and closed position) and other pertinent information.
 5. Exterior elevations and floor elevations.
 6. Roof framing and bracing plan.
 7. Electrical plan.
 8. Miscellaneous details such as: Hangar door construction, including locking devices, cane bolts, door stops and other accessories. Hangar door restraint in all

positions. Spacing details of continuous members. Typical high rib wall and roof panels. Roof and wall panel fasteners. Typical purlin details and connections. Ridge and rake details. Exterior and interior base details.

9. Engineering calculations: The Contractor shall furnish to the City Building Official three (3) copies of complete engineering calculations signed by a Structural Engineer or Civil Engineer registered in the State of California. The calculation shall accompany the drawings described above, as applicable. Shop and erection drawings shall bear the signature of a California registered Civil or Structural Engineer.

10. Revisions: Any and all revisions to the drawings required by District and by the City Building Official to obtain building permits shall be performed at no additional cost to the District.

FIELD MEASUREMENTS

Before starting work, secure field measurements pertaining to or affecting the work of this section, and verify the locations and exact positions of anchor bolts.

DESIGN LOADS

Except as stipulated otherwise, the design loads for each Prefabricated Metal Building shall be in accordance with City of Santa Maria Building Codes, latest edition. Building shall withstand wind loads with doors opened or closed.

Materials

Flange material for built up sections - minimum yield stress of 50,000 psi

Web material for built up sections - minimum yield stress of 36,000 psi

Cold-formed structural members - steel having a minimum yield stress of 50,000 psi

High tensile bolts - electrogalvanize plated followed by supplementary gold di-chromate treatment applied by the dip process

Machine bolts – same as above

Galvanized steel - zinc coating shall be 1.25 ounces per square foot

Diagonal brace rods – steel, galvanized 7 wire strand extra high strength grade with a minimum guaranteed proof load.

Exterior wall and roof covering - prime, hot dip, galvanized steel not less than 26 gauge.

Zinc coating - 1.25 ounces per square foot

Panel high ribs - not less than 1¼" minimum depth

(Top and bottom of panel must be filled with foam closer strips.)

Fasteners

- a. Roof fasteners - Stainless Steel No. 14 X 3/4" long self-tapping bolts or Stainless Steel No. 12 self-drilling bolts. A sealing washer of 1/8" thick neoprene appropriate diameter shall be provided at each bolt.
- b. Roof Lap. Roof lap fasteners - No. 10 X 1/2" long self-tapping bolt
- c. The No. 10 bolt shall be stainless steel and shall be furnished with a 5/16" hexagonal head. Washer shall be integral with the head and shall be 1/2" diameter. Bolt shall have a type "A" point. The fastener shall be installed at one-third points between purlins.
- d. Wall fasteners for color walls. Wall panel fasteners for color walls shall be No. 14 X 3/4" self-tapping bolts or No. 12 self-drilling bolts, with a tough thermo-plastic nylon resin 7/16" or greater hexagonal head, colored to match the panel color. The nylon head shall have a flared flange to act as self-sealing washer, a tapered outer edge, and a molded inner ring on a recessed undersurface to provide a double seal. The No. 14 X 3/4" bolt shall have a Type "A" point and shall be manufactured from material meeting AISI No. C-1018. The bolt shall be plated with .0005" thickness zinc coating, and a chromate finish. The fastener shall be installed in the flat of the panel at 1'-0" spacing at intermediate points. Panel ends to be bolted at 6" nominal spacing.
- e. Wall fastener for galvanized partitions shall be a No. 14 X 3/4" self-tapping bolt or No. 12 self-drilling bolts. The bolts shall be cadmium plated and shall be furnished with a 3/8" or larger hexagonal head. The washer shall be separate and shall be 5/8" or larger diameter. The bolt shall have a Type "A" point. The bolt shall be manufactured of material meeting AISI No. C-1018. The bolt shall be plate with zinc plating of .00075" thickness and coated with clear chromate dip. The fastener shall be installed in the flat of the panel at 1'-0" intermediate spacing, and at 6" spacing (nominal) at panel ends.
- f. Wall panel lap fasteners shall be 1/8" diameter blind rivets colored to match the panel color. The fastener shall be installed at one-third points between girts. Blind rivets *shall be stainless steel*.

Mastic:

- a. Standard mastic shall be preformed bead type meeting or exceeding Military Specification MIL-C-18969, Type 2 Grade B.
- b. At roof side laps, a permanently pliable three thirty seconds by one half inch preformed bead of mastic shall be placed on the under lapping rib in a bead of constant cross section to insure continuous contact of the mastic with the upper and lower panels.

Base Angle:

- a. Base angle for exterior perimeter of building shall be a roll formed section, shaped such that panel fasteners at base are not exposed to the interior of building.
- b. Base angle shall be 18 gage material prepainted

Conforming ridge caps, which are required, per standard of manufacturer, shall be not less than 26 gauge, hot dip galvanized steel with not less than 1.25 ounces of zinc per square foot of surface. Ridge cap shall have factory painting to match roof panels. **Conforming three foot ridge caps which match the panel configuration and the roof pitch are required.**

Concrete Foundations and Slab Floors.

a. Concrete Foundations

P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory for approval 5 days prior to beginning any concrete work. Install in accord with approved foundation plan. Slump shall not exceed 3" for foundations.

b. P.C. Concrete Floor Slabs

1. P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory 5 days prior to any desired use for review and approval. Slump shall not exceed 4".

Contraction Joints

Determined by size of slab using ratio of 2.5 times thickness of slab measured in feet.

Lease Site:

Entire site must be covered with impermeable material. If site is not fully paved, suitable material must be approved by General Manager.

All drainage must flow to taxilane in front of hangar.

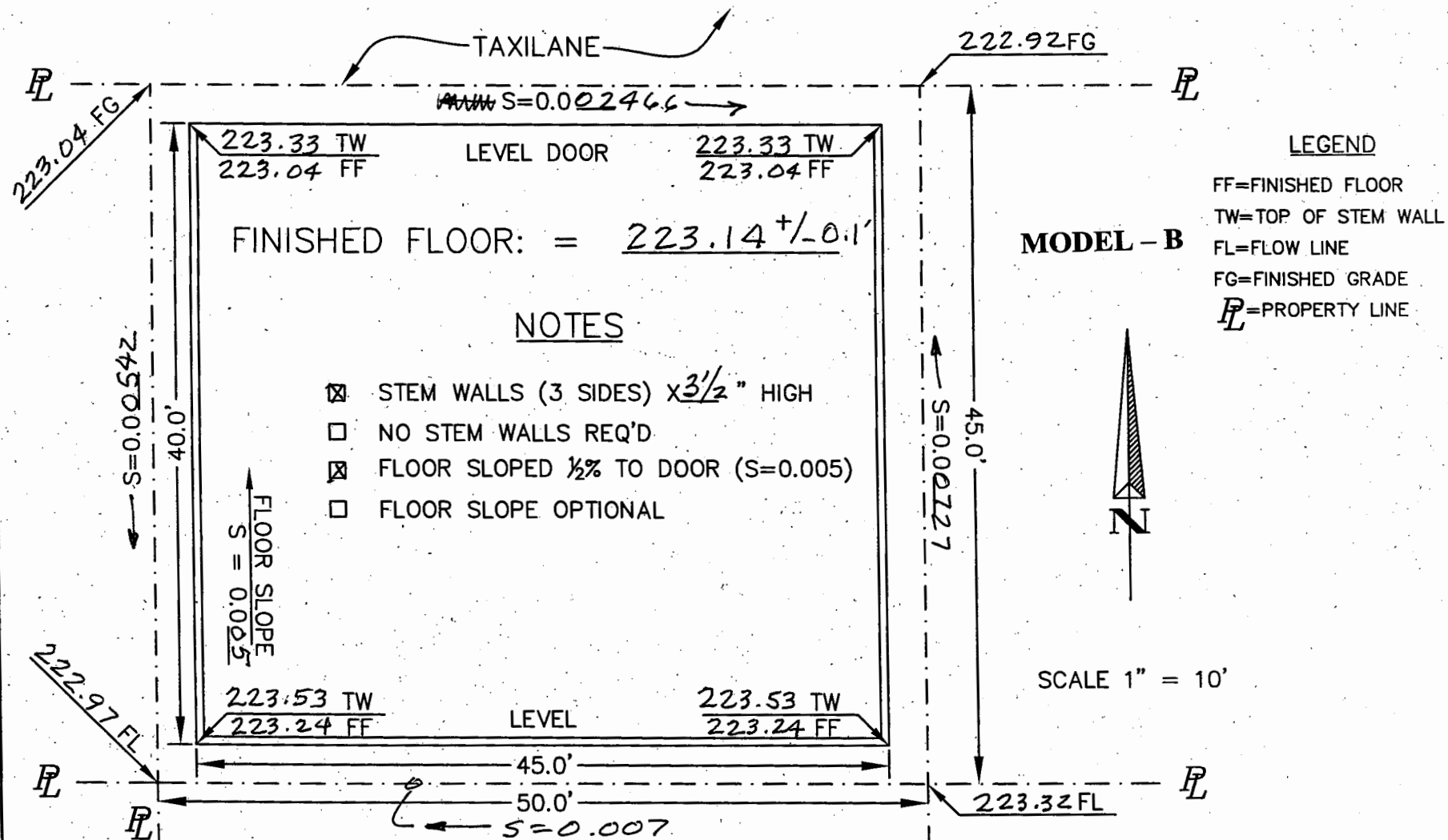


SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DRIVE SANTA MARIA, CA 93455

LOT #
15

ADDRESS:
2995-C

EXHIBIT
C



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 bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

EXHIBIT "D"

JFK
D-1 CR

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:

File
2/20/12
JD

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.

D-3
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EXHIBIT "E"

RIDER

Rider to the Owner/Built Hangar Site Lease and Agreement dated February 26, 2004, and commencing March 1, 2004 herein called "Lease & Agreement") between Santa Maria Public Airport District (herein called "District") and Steven M. Brown, "An Individual," (herein called "Tenant").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

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

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

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

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

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

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

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

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

E-2
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JR

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.

E-3 

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.

E-4 
CK 

FIRST AMENDMENT OF LEASE AND AGREEMENT

RE: Lease and Agreement dated March 1, 2004, between SANTA MARIA PUBLIC AIRPORT DISTRICT and STEVEN M. BROWN, An Individual, (the "Lease").

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and STEVEN M. BROWN ("Tenant") hereby agree to amend the Lease effective May 28, 2009, as follows:

1. The Tenant under the Lease shall be changed to: STEVEN M. BROWN and SHELLY E. BROWN. Steven M. Brown and Shelly E. Brown share all rights, title and interest of Tenant in the Lease and agree to perform, fulfill and be bound by all the terms, covenants, conditions, and obligations required to be performed as Tenant under the Lease

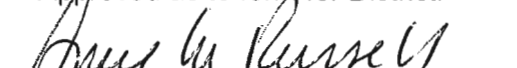
All other terms, covenants, conditions, provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: May 28, 2009

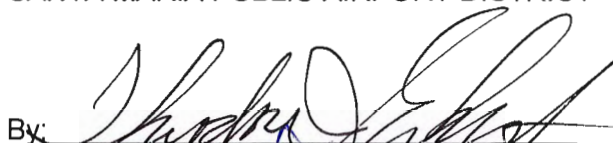
Approved as to content for District:

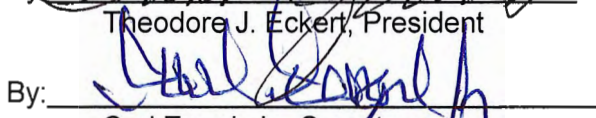

General Manager

Approved as to form for District:


District Counsel

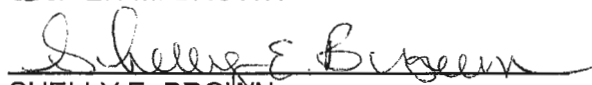
SANTA MARIA PUBLIC AIRPORT DISTRICT

By: 
Theodore J. Eckert, President

By: 
Carl Engel, Jr., Secretary

TENANT:


STEVEN M. BROWN


SHELLY E. BROWN

ASSIGNMENT OF LEASE

2995-C Airpark Drive

The Assignment of Lease is made this *26th day of April 2018*, by and between Steven M. and Shelly E. Brown, an owner, builder, hereinafter called "Tenant" or "Assignor", and **Robert J. or Mary Ellen Lepper Revocable Living Trust**, Purchaser, hereinafter called "Assignee".

Recitals

a. Tenant and Santa Maria Public Airport District (hereinafter called "Landlord" or District") made and entered into a written ground lease dated March 1, 2004 for leased premises located at the SANTA MARIA PUBLIC AIRPORT, Santa Maria, California, hereinafter referred to as the "Lease". A true copy of the Lease is marked Exhibit "A", attached and incorporated herein in full by this reference.

b. Tenant is selling and transferring its ownership to the Assignee and hereby requests the District to consent to an Assignment of the Lease.

Now, therefore, the parties agree as follows:

Assignment

1. Recitals. The recitals set forth in this Agreement are true and correct and are incorporated by this reference.

2. Assignment. As of the effective date referred to herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Lease.

3. Effective Date of Assignment. The Assignment shall be effective on May 31, 2018, provided Tenant/Assignor is not in default under the terms of the Lease.

4. Assumption of Lease Obligations. Assignee does hereby accept the foregoing assignment and assumes and agrees to perform, full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Lease, as of the effective date, including timely payment of any and all payments due to the Landlord or payable on behalf of Tenant to Landlord under the Lease as they become due and payable. Assignee acknowledges that all terms and provisions of the Lease continue in full force and effect as to Assignee.

5. Assignor's Covenants. Assignor covenants that the copies of the Lease, attached hereto as Exhibit "A" are true and accurate copies of said documents.

6. Further Assignments. Assignee shall not further assign or transfer any interest in the Lease and/or Leased Premises except as provided in Paragraph 16 of the Lease.

7. Litigation Costs and Attorney Fees. In the event of any action or proceeding brought by either party against the other under or arising out of this Assignment of Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, expert witness expenses and attorneys' fees in such action or proceeding including costs of appeal, if any. In addition, should it be necessary for the District to employ legal counsel to enforce any of the provisions herein contained, Assignor and Assignee agree to pay all District's attorneys' fees, costs, expenses and expert witness expenses reasonably incurred.

8. Indemnification. Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill

Assignment. Assignor states that no other assignment by Assignor exists in connection with the Lease.

9. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. Governing Law. This Assignment shall be governed by and construed in accordance with California law and litigation shall be filed and prosecuted in Santa Barbara County, North County Division, State of California

11. Notices. Any notice shall be given as set forth in paragraph 16-A of the Lease to Assignor shall be sent to:

ASSIGNOR: Steven M. or Shelly E. Brown
2743 Lorencita Drive
Santa Maria, CA 93455

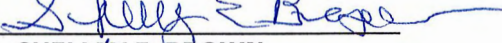
Notices to Assignee shall be sent to:

ASSIGNOR: Robert J. or Mary Ellen Lepper
510 Jones Lane
Nipomo, CA 93444

Dated: 4/26/18

Tenant: 
STEVEN M. BROWN

Dated: 4/26/18

Tenant: 
SHELLEY E. BROWN

Dated: 5/11/18

Assignee: 
ROBERT J. LEPPER

Dated: 5/11/18

Assignee: 
MARY ELLEN LEPPER

12. Consent of Landlord

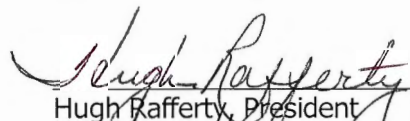
The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated April 26, 2018 from Steven M. and Shelly E. Brown, Assignor, to Robert J. or Mary Ellen Lepper, Assignee. Landlord's consent to this assignment shall in no way be deemed a waiver of its rights under Paragraph 16 of the Lease, Assignment, Subletting, and Encumbering, to prohibit assignment in future.

Dated: April 26, 2018

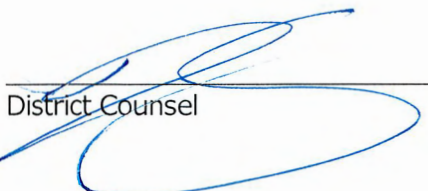
Approved as to content for District:

Santa Maria Public Airport District


General Manager


Hugh Rafferty, President

Approved as to form for District:


District Counsel


Carl Engel, Secretary

April 9, 2018

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

Re: Assignment of lease

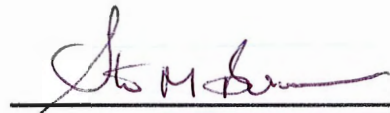
Dear Chris Hastert

I Steven M. Brown, am seeking to sell my interest in the "Owner/Built Hanger" located at 2995C Airpark Drive to Robert J. (Bob) Lepper.

We are seeking the approval of the sale and reassignment of the lease dated March 1, 2004, from Steven M. Brown to "Robert J. and Mary Ellen Lepper Revocable Living Trust", 510 Jones Lane, Nipomo, CA 93444.

The date of transfer will be on 5/31/2018 (based on airport approval).

Please advise if any question or problems. Steve 805-310-1488 and or Bob 559-289-3312.



Steven M. Brown



Shelly E. Brown



Robert J. (Bob) Lepper

LEASE AND CONCESSION AGREEMENT

This Lease and Concession Agreement ("Agreement") dated January 13, 2022, is made and entered into by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California, having an office at 3217 Terminal Drive, Santa Maria, California 93455, (hereinafter referred to as "District") and The Hertz Corporation, a Delaware Corporation having its principal headquarters at 8501 Williams Road, Estero, FL 33928 (hereinafter referred to as "Tenant").

WHEREAS:

A. District is owner of the Santa Maria Public Airport located in Santa Maria, California (hereinafter referred to as the "Airport" or "airport").

B. Tenant is engaged in the auto rental business and is prepared, equipped and qualified to provide an adequate number of late-model automobiles in good mechanical condition and appearance for operation of a passenger automobile rental business at the Airport in accordance with the terms and conditions hereinafter set forth; and

C. Automobile transportation for aircraft passengers arriving at or departing from the Airport is essential, and District desires to have available to aircraft passengers and other users of the Airport automobiles of their own choice for hire or rental.

D. Tenant will need counter space in the terminal and, parking spaces at the Airport.

E. District is willing to lease to Tenant space and land at the airport for such uses at the rent and under the terms, conditions and provisions hereinafter provided.

NOW THEREFORE, the parties agree as follows:

1. **Concession.** District permits Tenant to operate a car rental business from the leased premises defined in Paragraph 2 in accordance with the terms and conditions set forth below.

2. **Leased Premises/ Month to Month Tenancy.** District hereby leases to Tenant, and Tenant hereby hires from District, at the rent and under the terms, conditions and provisions hereafter set forth, for a month to month tenancy commencing January 13, 2022, the Premises. The Premises consist of counter

space in the Airport terminal building together with the use of the automobile parking spaces (both shown on Exhibit A-1 attached and made a part hereof) to be used as an automobile service center. Said counter space, and parking spaces are hereinafter referred to as the "Premises" or "leased premises".

3. Rent and Fees.

a. For the counter space and automobile parking spaces, Tenant shall pay District, monthly, on or before the first day of each calendar month, without demand, deduction or offset or notice, the greater of:

(i) A minimum monthly payment of \$1,000; or

(ii) Space rent (defined below) plus a concession fee of eight percent (8%) of Tenant's gross revenues (defined below), jointly referred to as "Fees";

Provided, space rent plus a concession fee shall not exceed eight percent (10%) of Tenant's gross revenues.

Space rent shall be \$862.00 per month, calculated by multiplying Tenant's terminal building counter space of 162 square feet, shown on Exhibit "A-1", by \$1.97/sq. ft. (\$319), and by multiplying 21 ready car parking stalls, as shown on Exhibit "A-1", by \$25.86 each (\$543).

The minimum payment of \$1,000 per month shall be paid each month in advance on or before the first day of each calendar month during this lease. Fees shall be computed and paid each calendar month (hereinafter called "Fees accounting period") and shall be determined on the basis of Tenant's gross revenues for such Fees accounting period. Fees shall be paid no later than the 25th day of the month following the month for which said Fees are calculated. Tenant shall be entitled to a credit against Fees in an amount equal to the minimum payment paid during such Fees accounting period. At the anniversary date of the lease, the rent paid for the year, the gross revenues of Tenant during the year, and the amounts of minimum payments and Fees paid monthly shall be determined; and thereupon an adjustment shall be made with respect to the rental as follows: If the total amount of minimum payments and Fees paid by Tenant monthly during the year is less than the Fees computed on Tenant's total gross revenues during the year, Tenant shall forthwith pay such difference to District. If the total amount of minimum payments and Fees paid by Tenant during the year is more than the Fees computed on Tenant's total gross revenues during the year, District shall pay forthwith to Tenant the difference; provided, the rent or the year shall in no event be less than twelve (12) times the minimum monthly payment. For the purpose of this Agreement, a "month" is a calendar month during the period for which rent is payable within the lease term.

4. Late Charge. Tenant acknowledges that late payment by Tenant to District of rent will cause District to incur costs not contemplated by this Agreement, 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.

5. Gross Revenues. During the term of the lease, the term "gross revenues" as used herein shall mean and include one hundred percent (100%) of all time and mileage charges net of discounts, whether by cash or credit, for rental of automobiles by Tenant at, on or from the Airport.

6. Tenant's Records, Accounts, and Statements. Tenant shall make available in the City of Santa Maria, California true and complete records and accounts of Tenant's gross revenues, and shall give District access, during reasonable hours, to such records and accounts. Within twenty-five (25) days after the end of each fees accounting period, Tenant shall furnish to District a true and accurate statement of all gross revenues during such period and the computation of the minimum rent and fees payable as hereinabove provided for such period in such detail and form as District may request. The statements shall be certified to be correct by an officer or supervisor of Tenant or Tenant's regularly employed accountant. The statement shall be accompanied by payment of the rental payable for the fees accounting period reported. Tenant shall keep and preserve for at least four (4) years after the end of each lease year all such books, records, and accounts and other evidence of gross revenues and business. Acceptance of any rental hereunder on the basis of any statement forwarded by Tenant shall not in any case be deemed an approval or acceptance by District of the accuracy of such statement or the amount of rental payable hereunder.

7. Audit. District shall have the right at any time and from time to time to audit all of the books of account, documents, records, returns, papers and files of Tenant relating to revenues, sales, services, income and business transacted or other matters which in any way relate to the rentals payable hereunder or the determination thereof of Tenant's gross revenues, and, on request by District, Tenant shall make all such matters available at reasonable times for examination

at the Airport. If District should have an audit made and the amount of rentals shown by Tenant's statements furnished as provided above should be found to be understated by more than five percent (5%), Tenant shall immediately pay to District the cost of such audit as well as its additional rental payable by Tenant to District; otherwise, the cost of such audit shall be paid by District. If the amount of rentals shown by Tenant's statements are understated by more than fifteen percent (15%), District shall have the right to terminate this lease upon discovery of such understatement. Each party agrees to pay to the other on demand the amounts that may be necessary to effectuate any adjustment.

8. Use and Operations:

(a) Tenant shall use the leased premises for the purpose of operating a car rental business at the Airport and for no other purpose. Tenant shall during the term of this Agreement operate such business in a first-class manner and shall have available each day at all times at the Airport an adequate number of late-model automobiles for rental to aircraft passengers and users of the Airport and to serve persons enplaning and deplaning on all scheduled airline flights at the Airport and to staff the said counter to serve all persons with confirmed reservations for rental of Tenant's automobiles. Tenant's employees shall be neat, clean and courteous. Tenant agrees to forthwith upon notice dispense with the services at the Airport of any employee of Tenant whose conduct District or the General Manager of District deems in its or his sole discretion is or has been during the term of this lease detrimental to the best interests of District. Tenant shall furnish service on a fair, reasonable, and efficient basis and shall closely supervise its employees to ensure a high standard of service to the public. No open or uninvited solicitation on the Airport of Tenant's services, except by signs as hereinafter provided, shall be done or permitted, and District shall be the sole judge as to whether or not the foregoing restriction has been violated and constitutes a breach of this Agreement. Tenant covenants and agrees to comply with all federal, state and municipal laws, ordinances and regulations applicable to its operations at the Airport, including without limitation rules and regulations of District and the Federal Aviation Administration with respect to the use of the Airport, hangars and related facilities or the business of tenants operated thereon. Tenant shall not install or operate any vending or coin-operated machine or device at the Airport. District reserves the right to install all pay telephones on the Airport and to receive the income therefrom. Tenant shall have the right to use jointly with others the roads and driveways necessary for the conduct, operation and maintenance of Tenant's business, such joint use to be subject to control and regulation by District. Tenant shall at all times, at its expense, maintain its rental automobiles in good mechanical and operating order, free from known mechanical defects, and in a clean, neat and attractive condition inside and out. District reserves the right to relocate automobile parking spaces assigned to Tenant which form a part of the leased premises and also other parking spaces assigned when the District deems it necessary to do so for the proper operation or development of the terminal complex, parking areas, and the Airport. Tenant will use the

individual parking spaces assigned to Tenant only for parking of its automobiles, and no cleaning, repair or maintenance of automobiles, except emergency repairs, will be done within the parking areas. All automobiles of Tenant will be parked in an orderly manner within the painted lines defining the individual parking places assigned to Tenant. Tenant will not park, store or stand its automobiles on the Airport, except in the area or areas specifically designated therefor by the District. Tenant shall not store materials or supplies on the Airport, except within the portion of the leased premises inside the terminal building or except as otherwise specifically provided herein, without prior written consent of District's General Manager. Piling of boxes, cartons or other items in an unsightly or unsafe manner on or about the leased premises is expressly forbidden. Tenant may place in the leased premises its equipment appropriate for the use permitted, if such placement does not require altering or result in damage to the Premises. Tenant shall make no unlawful or offensive use of the Airport and shall not commit or suffer or permit waste, excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport. Tenant agrees not to park rental trucks or trailers at the Airport. Tenant shall prepare all documents relative to leasing any vehicle at the Airport only within the leased premises.

(b) By entry hereunder, Tenant expressly agrees for itself, its successors, or assigns, that it will not use any part of the leased premises or any other property of District, whether leased to others or not, for the purpose of storing, displaying, or conducting sales of automobiles, trucks, or automotive equipment, or for any other purpose, except as specifically provided in paragraph 8(a) of this Agreement. Tenant further agrees that violation of this paragraph 8(b) constitutes a material breach of this Lease and Concession Agreement and constitutes cause, at District's option and sole discretion, for termination of this Lease and Concession Agreement.

9. Nonexclusive Concessions. The concession or rights herein granted to Tenant to operate a car rental business from the leased premises are nonexclusive, and District shall have the right to deal with, offer and grant similar leases, rights and concessions to any other firm or person. In the event of a conflict between the auto rental concessions of Tenant and any other tenant or concessionaire at the Airport, District shall have the right to resolve such conflict or dispute and its determination shall be binding upon Tenant.

10. Signs. Tenant shall be entitled to maintain signs advertising its services, provided, however, District reserves the right to remove any sign now or hereafter erected by Tenant and provided, further, that such signs maintained by Tenant shall be at such locations as District's general manager shall designate and shall be of such type, design, color, size, composition and material acceptable to District. All of Tenant's signs shall be maintained in good order, condition and appearance during the term of this Agreement and shall be removed by Tenant at its expense from the Airport on or before the expiration or other termination of this Agreement.

11. Maintenance; Delivery on Termination. District will provide routine maintenance of the parking areas. Tenant shall during the term of this Agreement keep and maintain the leased premises clear and free of all litter and debris, and in a good, orderly, and sanitary condition, not provided by District in its routine maintenance. Tenant shall quit and deliver possession of the leased premises to District's general manager on the last day of the lease or upon sooner termination thereof, without notice, in at least as good condition as received, normal wear, damage by fire, or act of God excepted.

District shall have no obligation to repair, maintain or restore the leased premises including or to maintain any security or policing against theft, vandalism, malicious mischief, riot, social disorders or other public offenses.

12. Indemnification. Tenant shall defend (with counsel acceptable to District), protect, indemnify and hold harmless District, its directors, officers, employees, agents and representatives ("District, etc.") at all times from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("liabilities, etc.") arising out of or in any way connected with: this Agreement, the acts or omissions of Tenant or its officers, agents, employees, guests, customers, visitors or invitees; or Tenant's operations on, or use or occupancy of, the Premises or the Airport or Airport facilities.

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

In addition, Tenant shall indemnify and hold "District, etc." harmless from and against any "liabilities, etc." including third party claims, environmental requirements and environmental damages (as defined in Exhibit "B", Hazardous Material Definitions), costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Premises or the improvements thereon or the Airport or District's property or improvements in the vicinity of the leased premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal ("release, etc.") of any toxic or hazardous materials (defined in Exhibit "B") which occurs in, on or about the Premises or the Airport or Airport facilities as the result of any of Tenant's or Tenant's agents, employees, invitees, licensees, guests, successors or assigns, or Tenant's activities or from the presence of hazardous materials on the leased premises. Tenant shall notify District immediately of any "release, etc." of any toxic or hazardous material on or about the Premises or the Airport or Airport facilities.

All remedial investigation and remediation of any release, etc., as well as the selection of any and all persons to perform the same, shall be to District's approval, which approval shall not be unreasonably withheld.

Exhibit "B", Hazardous Material Definitions, is attached hereto and incorporated herein by this reference. The term "Property" in Exhibit "B" means the leased premises.

13. Insurance. Tenant shall during the term herein, at Tenant's expense, maintain commercial general liability and property damage insurance, including an endorsement providing contractual liability insurance for the indemnification required under Paragraph 13, to protect against any liability to the public incidental to the use of or resulting from any injury, death or damage to property occurring in or about the leased premises or resulting from operation or conduct of Tenant's business. The liability of such insurance shall be not less than \$1,000,000 for any person injured or \$3,000,000 for any one accident and \$500,000 for property damage. District shall be named as an additional insured in each policy required herein without offset to any insurance policies of the District. 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 and coverage of all insurance may be increased or cancelled at the option of District upon giving Tenant at least thirty (30) days' prior written notice.

Tenant shall not do or permit to be done any act or thing which will invalidate or conflict with insurance policies issued to District or Tenant.

14. Ingress and Egress. Subject to regulations governing the use of the Airport, Tenant, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the leased premises.

15. Assignment and Subletting. Tenant shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber, or dispose of this Agreement or any estate or right created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the leased premises. Notwithstanding the foregoing, Tenant may assign this Agreement only to any person or entity to whom it has granted a franchise of its business in the territory where the leased premises are situated, provided that assignee shall agree to perform faithfully and be bound by all of the terms, covenants, conditions, provisions and agreements of this Agreement, original Tenant shall continue always to remain directly liable to District for the performance of all terms, conditions and provisions of this agreement, and an executed copy of said assignment and assumption of performance by assignee, to be on District's form, be delivered to District within five (5) days after execution.

16. Security Deposit. Tenant shall deposit \$2,000.00 with District upon execution of this Agreement, which sum shall be held by District as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this lease to be kept and performed by Tenant. If at any time the rent herein reserved shall be overdue and unpaid, or any other sum payable to District by Tenant hereunder shall be overdue and unpaid, District may, at its option, appropriate and apply all or any portion of said deposit to the payment of any such overdue rent or other sum. If Tenant fails to keep and perform all of the terms, covenants and conditions of this Agreement to be kept and performed by the Tenant, then District may at its option, appropriate and apply the deposit to the amount of losses or damage sustained or suffered by District by reason thereof. Should the entire deposit or any portion thereof, be appropriated and applied by District as herein provided, then Tenant shall, upon written demand of District, forthwith remit to District a sufficient amount of cash to restore said security to the original amount. Tenant's failure to do so within five (5) days after receipt of such demand constitutes a material breach of this lease.

17. Attorneys' Fees. In the event either party hereto commences any legal action or proceeding against the other party concerning any term, covenant or condition of this Agreement or in any way arising out of the terms of this Agreement, the party prevailing in such action shall be entitled to recover, in addition to any other relief granted court costs and a reasonable attorney's fee to be fixed by the court (including the reasonable value of services rendered in such action by District's appointed District Counsel).

18. Default. Tenant agrees that, should Tenant fail to perform or observe any covenant, condition or agreement herein contained (other than payment of rent), and should such default continue for a period of ten (10) days after written notice thereof (plus such additional period that is reasonably required for the curing of the default, if it is not reasonably curable within said ten-day period, providing Tenant shall promptly and diligently after notice commence and thereafter pursue curing the default), or should the leased premises be vacated or abandoned, District may, at its option, (a) remain out of possession of the leased premises and continue to enforce all of the terms and conditions of this lease, which shall include the right to recover from Tenant each installment of rent as it becomes due, or (b) enter upon and repossess the leased premises and terminate this Agreement and all rights of Tenant under it and to the leased premises. Tenant agrees that re-entry by District shall not release Tenant from any liability which would otherwise attach or accrue under this lease or for any loss, damage or liability which District may suffer prior to termination of this Agreement. In the event of any default as aforesaid, District may pursue any of the foregoing remedies or seek any other remedy or enforce any right to which District may by law be entitled. Should Tenant be adjudicated bankrupt or petition for reorganization or make any assignment for the benefit of creditors or should the leasehold estate pass to any person, firm, association or corporation by operation of law, or otherwise without

the written consent of District, District shall have the right to terminate this lease and to reenter and take possession of the leased premises.

19. No Partnership, Joint Venture or Agency. Nothing herein contained is intended or shall be construed as in anywise creating or establishing a partnership, joint venture or agency between the parties hereto.

20. Notices. All notices required herein shall be in writing and may be given by personal delivery or by first-class mail, postage prepaid, or by a nationally recognized express mail service, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Tenant at The Hertz Corporation, at 8501 Williams Road, Estero, FL 33928. 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.

21. Alterations; Removal of Tenant-Installed Property. Tenant shall make no alterations, decorations, additions or improvements in the leased premises or otherwise at the Airport without District's prior written consent. All alterations, additions of improvements made by Tenant at the Airport shall, unless District elects otherwise, as hereinafter provided, be the property of Tenant and shall be removed by Tenant, at Tenant's expense within three (3) days of the expiration or termination of this Agreement. Tenant shall also restore District's property to at least its former condition, normal wear and tear excepted, and repair any damage resulting from such removal. If District elects (upon written notice to Tenant of such election given prior to the expiration or termination of this lease) that all or a designated portion of the alterations, additions, or improvements made by Tenant shall remain on the leased premises at expiration or termination of this lease, then said alteration, additions or improvements shall become District's property at no cost to District. Machinery, equipment and trade fixtures installed by Tenant in the leased premises shall not be considered "alterations, additions or improvements" subject to the foregoing provisions and shall be removed from the Airport by Tenant on or before expiration or termination of this Agreement, provided any damage to District's property resulting from such removal shall be repaired or restored at Tenant's expense. All alterations, additions and improvements made by Tenant shall be done in a workmanlike manner, with good materials, and in full compliance with all applicable building codes, laws, ordinances, regulations and directions of public agencies having jurisdiction.

22. Right to Improve Terminal. District shall have the right at any time, and after thirty (3) days' written notice, to make such improvements in the terminal building as it may deem in its sole discretion to be appropriate, including the right to construct improvements and relocate Tenant's assigned counter space in the terminal. In the event Tenant is relocated, Tenant shall at its sole cost and expense vacate the space assigned herein and install its trade fixtures within the newly

provided space. District shall not be responsible for any loss of business to Tenant due to activities permitted under this paragraph.

23. Restrictions and Reservations.

(a) The provisions of the Federal Aviation Administration Rider marked Exhibit "C" attached hereto, consisting of four pages, are incorporated herein and made a part hereof.

(b) Tenant will abide by and comply with, at Tenant's sole cost, all applicable and valid laws, rules, regulations and orders of federal, state and local governments and governmental agencies pertaining to Tenant's use of the leased premises and conduct of its business.

24. Utilities. District shall pay for electric utility service furnished the terminal building of which a portion of the leased premises form a part. Tenant shall pay for its own telephone and any other utility services.

25. Taxes. 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, equipment or fixtures owned, controlled or installed by Tenant and used or located on the Airport, or upon Tenant's business. By entering into this lease, a possessory interest subject to property taxation may be created. Tenant shall pay all such taxes.

26. Waiver. Acceptance of rent late or any waiver by District of a Tenant breach is not a waiver of default in a subsequent failure to pay rent on time or a subsequent breach of term, covenant, or condition. Time is of the essence.

27. Parking Area. Tenant agrees it will not park any vehicle in any area except in the areas designated in Exhibit "A-1" hereto. Tenant further agrees that the parking area so designated for use by Tenant may be changed by District's general manager to another appropriate area for conduct of Tenant's auto rental business. District shall have no obligation to police the parking areas designated for Tenant's use to keep the public from using the same, but Tenant is authorized at its expense and under District supervision to mark or otherwise indicate such designated spaces as being reserved for Tenant's use.

28. Invalidity. In the event any covenant, condition or provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either District or

Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

29. Captions. Title on headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

30. Termination. Either party may cancel and terminate this lease upon giving written notice thereof to the other at least thirty (30) days in advance of the effective date of such cancellation, which date shall be set forth in the notice, and this lease shall be cancelled and terminated as of the effective date of such cancellation set forth in said written notice.

31. Tenant's Obligations. Tenant agrees to do the following:

(a) If a California corporation, furnish District a copy of its Articles of Incorporation and a current listing of its officers and directors filed with the California Secretary of State. If an out-of-state corporation, also furnish a copy of a current Certificate of Qualification issued by the California Secretary of State qualifying the corporation to do business in the State of California, as well as a certificate designating its agent for service of process in the State of California. If a partnership, furnish District a copy of the published statement of doing business under a fictitious name filed with the Santa Barbara County Clerk.

(b) Tenant's signatories on the lease shall complete, as individuals, and return to District District's Lessee/Licensee Information Form.

32. Hazardous Materials.

Tenant shall use, store, and dispose of all hazardous materials (defined in Exhibit "B") or any material or substance for which a Material Safety Data Sheet is required, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet, or the requirements of any governmental agency with authority to regulate such storage, use and disposal. Tenant shall maintain and hold available for inspection at any reasonable time, adequate records of materials stored, used or disposed of, including but not limited to, Material Safety Data Sheet and Uniform Hazardous Waste Manifests for materials shipped.

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

District:

Approved as to form
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By _____
Carl Engel, President

General Manager

By _____
HUGH RAFFERTY, Secretary

District Counsel

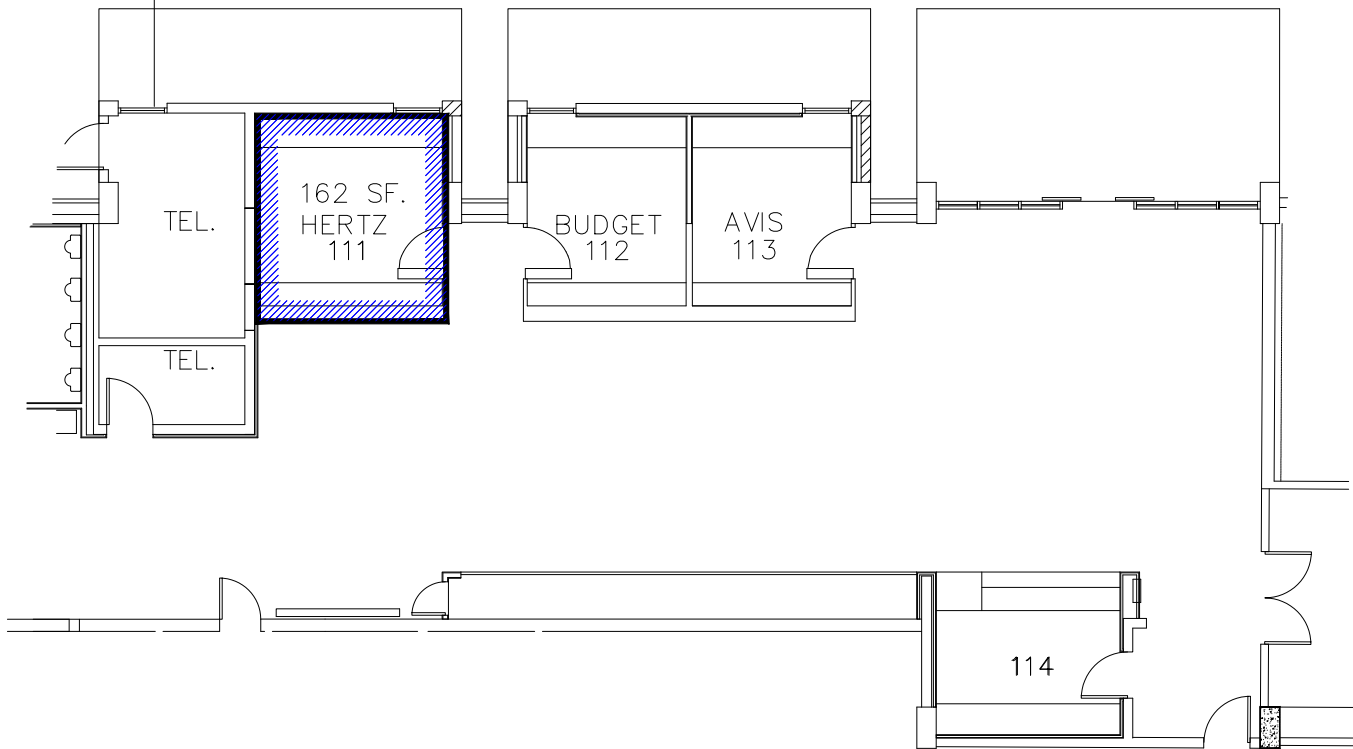
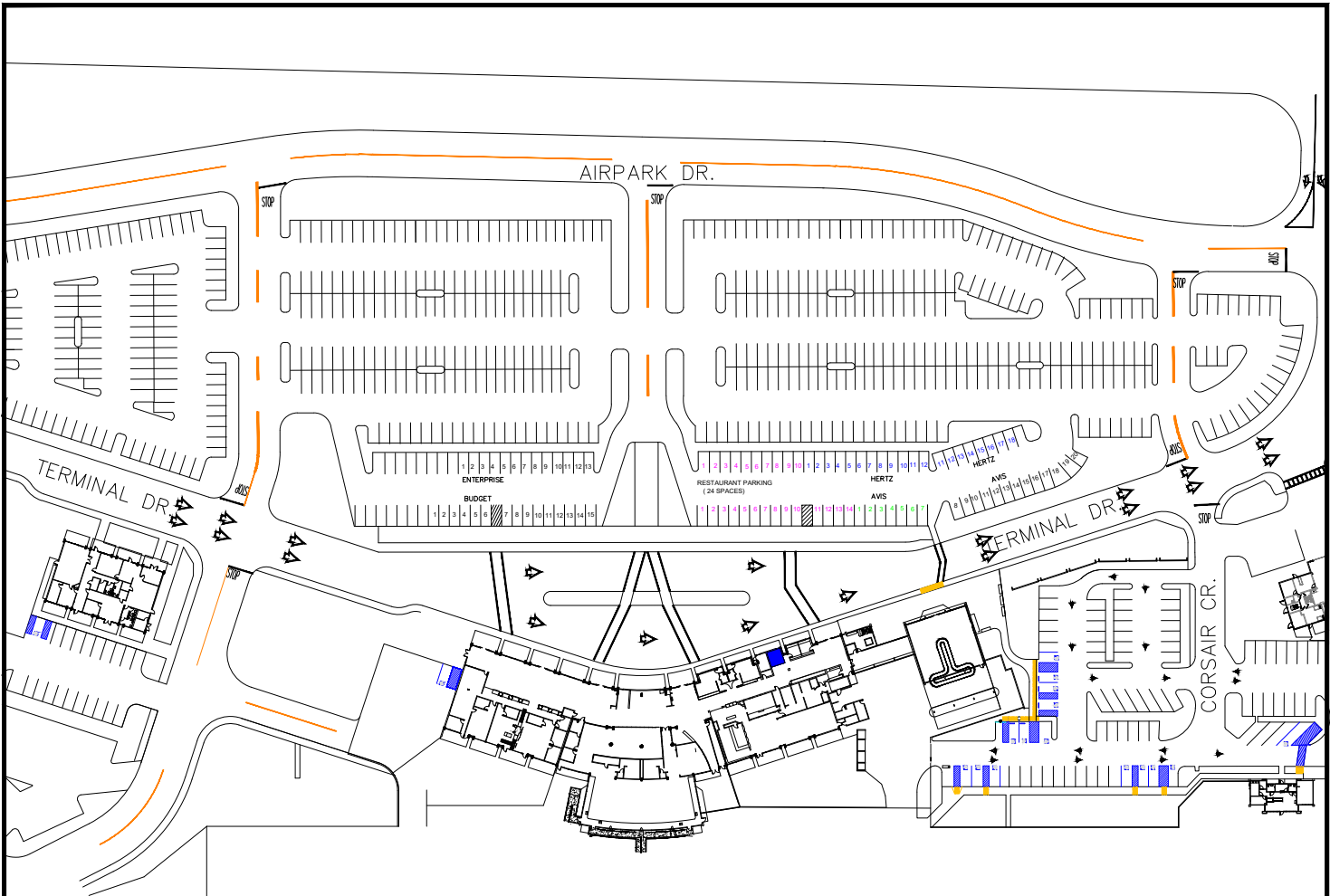
Tenant:

THE HERTZ CORPORATION

By _____
Stephen A. Blum, Senior Vice President,
Real Estate and Facilities

By _____
Lesley Costello, Assistant Secretary

(EXHIBIT "A")



 (BLUE) — THE HERTZ CORPORATION

EXHIBIT A

C:\Users\RicTokoph\Santa Maria Public Airport District\Santa Maria Public Airport District Team Site - SMXDATA\Company Data\Drawings\AutoCad\LEASES\3249 TERMINAL HERTZ.dwg


	3217 TERMINAL DR. SANTA MARIA, CA 93455. (805) 922-1726	REVISIONS		DRAWN BY: Ray Heath	APPROVED: BY: _____	HERTZ 3249 TERMINAL DR. SUITE 111	DRAWING NUMBER 3249 TERMINAL HERTZ
		DATE	By:				
		12/13/21	RH				

Exhibit "B"

Hazardous Materials Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

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

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

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

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

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

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

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

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

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

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

handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

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

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

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

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

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

Exhibit "C"

FAA Rider

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

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

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

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

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

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

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

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or

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

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

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

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

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

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

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

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



November 10, 2021

Transmitted via email: chastert@santamariaairport.com

Chris Hastert, General Manager
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

**RE: Industrial Parkway Parcel Map
Proposed Scope of Services**

Dear Chris,

RRM Design Group (RRM) thanks you for the opportunity to continue to be a part of the Santa Maria Airport team. We look forward to working with you as we progress through this project. As required by law, land division in California is a multi-step process, and the first step is preparing a tentative parcel map. The purpose of this map is to show the existing site conditions, any easements and servitudes as listed in the title report, and the proposed new lot lines. Once the parcel map has been reviewed and approved by the relevant local agencies, the process moves to the preparation of a final parcel map. This map finalizes the requirements set forth by local agencies during the tentative stage and formalizes the boundary analysis and parcel lines in accordance with the law. Once approved, the map is filed with the county recorder, and property corners and other monumentation are set.

The following tasks outline the services we propose to assist in successfully completing this process.

SCOPE OF SERVICES

Task S.1: Tentative Parcel Map

RRM will prepare a tentative parcel map based upon local agency subdivision requirements and the Client's desire to split the subject parcel into two lots and separate the multiuse bike path alignment from the remainder of the property. The tentative map will show planimetric features and contour information as a part of this task. In addition, existing and proposed lot lines and their dimensions will be displayed, along with existing easements from the Client-provided title report and any required new/proposed easements. All map check fees are outside of this scope and are the responsibility of the Client. This task includes addressing comments from a maximum of one agency review; additional agency reviews will be billed on an hourly basis to the parcel map administration task outlined below.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Deliverables:

- *Preparation of a title sheet to include a vicinity map, legal description, subdivider information, zoning information, and the existing parcel information*
- *One (1) 24" x 36" tentative parcel map sheet prepared at a scale deemed appropriate by the land surveyor*
- *One (1) round of minor revisions based on Agency comments or questions*

Estimated Fee: Time and Materials – Hourly

- *\$11,600 (see footnote B)*

Task S.2: Final Parcel Map

This task will include researching the history of the property with respect to prior maps and deeds, resolving the boundary based on RRM's field survey, laying out the new parcels, preparing the final parcel map and certificate sheet, and plotting existing and proposed public and private easements. RRM will prepare a submittal to the local agency for review and address map check comments from a maximum of three map checks. Client or agency-initiated changes (e.g., revising parcel configuration) to the map or additional requirements beyond those outlined in the conditions of approval will be done on an hourly basis in addition to the quoted fee. All map check fees are outside of this scope and are the responsibility of the Client. This task includes addressing comments from a maximum of three agency reviews; additional agency reviews will be billed hourly to the parcel map administration task outlined below. An updated title report (within six months) will be required.

Deliverables:

- *One (1) final parcel map*
- *Three (3) rounds of minor revisions based on agency comments or questions*

Fixed Fee:

- *\$9,600 (see footnote A)*

Task S.3: Parcel Map Administration

RRM will provide ongoing coordination with the Client, local agencies, and subconsultants on an as-needed basis to facilitate the processing and approval of this project. These services typically include addressing additional agency review comments, attending meetings, negotiations with agency staff, public hearing representation, review of staff reports, review of agency environmental review documents, and meetings with agency decision makers.

Deliverables:

- *Ongoing coordination, exhibits, and attendance at project-related meetings*

Estimated Fee: Time and Materials – Hourly

- *\$3,500 (see footnote B)*



Task S.4: Set Final Parcel Map Monumentation

This task will include fieldwork to set final monuments for the recorded parcel map. Materials for monuments will be billed as a reimbursable expense.

Deliverables:

- *Monuments set in the field as shown on the final recorded map*

Fixed Fee:

- \$5,400 (see footnote A)

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Title report
- Agency fees

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Legal services
- Title company services
- Construction staking (available prior to construction)
- Right-of-way and easement negotiations
- Arborist report or tree protection plans
- Negotiations with the City, adjacent developers, and adjacent homeowners
- Payment of fees
- DRE exhibits and processing
- Sales brochures and graphics



TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee	T&M
		(see footnote A)	(see footnote B)
S.1	Tentative Parcel Map		\$ 11,600
S.2	Final Parcel Map	\$ 9,600	
S.3	Parcel Map Administration		\$ 3,500
S.4	Set Final Parcel Map Monumentation	\$ 5,400	
SUMMARY OF FEES:		\$ 15,000	\$ 15,100
ESTIMATED PROJECT TOTAL:		\$30,100	

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as “Time and Materials” (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Reimbursable Expenses

All expenses will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-I.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-I is hereby made part of this proposal.



If you have any questions or require clarification of the scope of services, Exhibit A-I, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records.

Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

Steve Webster, L.S.
Supervisor of Surveying
CA License No. LS7561

Robert Camacho, PE, QSD
Principal
CA License No. 76597

Attachment: Exhibit A-I

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing Email (Please identify person's name and email address to receive electronic invoices.)

Billing Address (if different from mailing address)

Tasks Authorized (All tasks authorized unless otherwise noted.)



EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,
Geotechnical Consultant, Mechanical Engineer, Cost
Estimator, Archaeological Consultant, Electrical
Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80





May 14, 2021

Transmitted via email: chastert@santamariaairport.com

Chris Hastert, General Manager
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

**RE: Santa Maria Airport Open Space Parcel Rezoning
Proposed Scope of Services**

Dear Chris,

RRM Design Group (RRM) is looking forward to providing you with the planning and design services to rezone the subject parcel located on A Street and Fairway Drive in Santa Maria. This letter provides you with a proposal to do this requested work.

PROJECT UNDERSTANDING

It is our understanding that the subject parcel is currently zoned Open Space in the City of Santa Maria zoning code. Santa Maria Airport (SMX) would like to rezone the approximately seven-acre site to a category consistent with the surrounding land uses and neighboring sites which are generally in a Light Industrial/Manufacturing designation. City entitlements needed will include a General Plan amendment, zone change, and environmental clearance.

SCOPE OF SERVICES

Task 1: Due Diligence (Data Collection, Research, Opportunities, Constraints, and Base Mapping)

RRM will make maximum use of all existing data available from our own files and the files of SMX and their consultants to prepare a summary of the current situation. This will include research and meetings, and/or discussions with various parties, to understand current zoning and the history surrounding this site, on-site and adjacent utilities, infrastructure, access, circulation, environmental conditions, surrounding land uses, ALUP safety zones, real estate highest and best use, appraisals, and all other relevant analysis to form a complete due diligence assessment.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Deliverables:

- *Summary of all relevant due diligence findings; present one (1) written memo to SMX with confirmation of goals, process, and estimated schedule*

Fixed Fee:

- *\$9,000 (see footnote A)*

Task 2: Application for General Plan Amendment, Rezoning, and Environmental Clearance

RRM will prepare all necessary application forms and required materials by the City of Santa Maria for this type of application.

Deliverables:

- *Prepare all required materials, project description, maps, graphics, text, application forms necessary to submit and process the requested General Plan zoning action*

Fixed Fee:

- *\$18,000 (see footnote A)*

Task 3: Public Hearings

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

Deliverables:

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

Estimated Fee: Time and Materials - Hourly

- *\$6,000 (see footnote B)*

Task 4: Client, Project, and Public Agency Coordination and Consultant Coordination and Management

RRM will provide all project management, Client coordination, communication, meetings, and scheduling. We will coordinate with the required technical consultants regarding biology, traffic, and any other environmental issues. This also includes all agency coordination with City, County, SBCAG, Laguna Sanitation, and others who have jurisdiction over the subject parcel.



Deliverables:

- All coordination, management, oversight, reporting, and record keeping as described above

Estimated Fee: Time and Materials - Hourly

- \$26,000 (see footnote B)

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the enclosed Exhibit A-I. The actual cost for direct expenses may be more or less than the estimate shown.

Estimated Fee:

- \$800

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- All relevant data, documents, and records that may be valuable in supporting the rezoning effort

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- CEQA clearance; RRM can provide CEQA services as an additional service once we understand the level of environmental review is necessary based on discussions with City and completion of initial study. All specialized studies required as a part of the CEQA documentation process will be provided under separate contract by others
- Architectural design and site planning; this is a rezone effort only, we will base the build out intensity on FAR standards contained in the City zoning code for the zoning district we are seeking
- Biological studies or permits, we expect SMX contract biologist will be performing these tasks



- Traffic study
- Geotech and/or phase one site assessment
- Survey work; we assume there is enough existing data to use for a base map and description of the area. If a survey or legal description is needed this can be handled as an additional service by RRM Surveying
- Detailed engineer studies for flooding, drainage, water, sewer, utility systems, off-site improvements, and other engineering services. RRM can furnish these as additional services if deemed necessary by City

TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee	T&M
		(see footnote A)	(see footnote B)
1	Due Diligence	\$ 9,000	
2	Application for General Plan Amendment, Rezoning, and Environmental Clearance	\$ 18,000	
3	Public Hearings		\$ 6,000
4	Project Coordination and Management		\$ 26,000
SUMMARY OF FEES:		\$ 27,000	\$ 32,000
SUBTOTAL:		\$59,000	
Estimated Reimbursable Expenses		\$800	
ESTIMATED PROJECT TOTAL:		\$59,800	

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.



If you have any questions at all, please don't hesitate to call me at 805 431-6032 or by email at epjustesen@rrmdesign.com. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. We look forward to working with you to achieve your rezoning goals for this parcel.

Sincerely,

RRM DESIGN GROUP


Erik Justesen, ASLA, LEED AP
President and CEO
CA License No. 2608

Attachment: Exhibit A-I

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing E-mail (Please identify person's name and e-mail address to receive electronic invoices.)

Tasks Authorized (All tasks authorized unless otherwise noted.)

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EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,
Geotechnical Consultant, Mechanical Engineer, Cost
Estimator, Archaeological Consultant, Electrical
Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80





January 13, 2022

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

Subject: Authorization for tuition reimbursement for one staff member

Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Carla Osborn. Ms. Osborn has completed and passed this course at Embry-Riddle Aeronautical University.

Budget

Course	Tuition	Books	Total
Intro to Newswriting and Reporting	\$1,346.00		\$1,346.00

Overall Impact

Approved 2021-2022 Budget for Education	\$16,254.00
Previously Approved for Education	1,346.00
Current Balance for Education	14,908.00
Amount of this Request	1,346.00
Balance Remaining if Approved	13,562.00

Recommendation

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

Sincerely,

Veroneka Reade
Manager of Finance & Administration



Carla Osborn
[REDACTED]

Account No: 2513380
Statement Print Date: 12/17/2021 15:45 PM
Statement From/To Date: 10/1/2021 To 12/17/2021

Charges				
Date Posted	Term	Item Description	Amount	Currency
12/07/2021	Worldwide 2022-01 January	SGA Fee	5.00	USD
12/07/2021	Worldwide 2022-01 January	WW Tuition Undergrad	1,341.00	USD
Total Charges:			1,346.00	

Payments				
Date Posted	Term	Item Description	Amount	Currency
Total Payments:			.00	

Refunds				
Date Posted	Term	Item Description	Amount	Currency
Total Refunds:			.00	

Financial Aid				
Date Posted	Term	Item Description	Amount	Currency
Total Financial Aid:			.00	

Net Total for Statement Date Range: 1,346.00

Charges are based on your home campus published rates. Residential and Worldwide students are only eligible for your campus specific rates regardless of modality.

Embry-Riddle will not provide refunds of tuition or fees due to suspension, modification, or cancellation of operations resulting from an act of God, strike, riot, disruption, health or safety emergency, or for any other reason beyond the control of the University.

Daytona Beach Campus:
1 Aerospace Boulevard
Daytona Beach, FL 32114
386-226-6285

Prescott Campus:
3700 Willow Creek Rd.
Prescott, AZ 86301
928-777-3726

Worldwide Campus:
Campus of Attendance
386-226-6280

EMBRY-RIDDLE

Aeronautical University

Name: Osborn,Carla

ID: 2513380

Term: Worldwide 2021-10 October

Cumulative GPA: 4.000

Class	Course Title	Units	Grade
COMD 265	Intro to Newswriting & Reportg	3.00	A



January 13, 2022

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

Subject: Authorization for tuition reimbursement for two staff members.

Summary

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

Budget

Course	Tuition	Books	Total
Computer Concepts & Apps	\$161.00	\$197.24	\$358.24

Overall Impact

Approved 2021-2022 Budget for Education	\$16,254.00
Previously Approved for Education	4,038.00
Current Balance for Education	12,216.00
Amount of this Request	358.24
Balance Remaining if Approved	11,857.76

Recommendation

I recommend we repay Mrs. Haussler. The District will benefit as a result of additional training and these classes will assist Ms. Haussler in her completion of her Associates of Arts degree.

Sincerely,

A handwritten signature in blue ink, appearing to read "Veroneka Reade", is placed over a white rectangular background.

Veroneka Reade
Manager of Finance & Administration

Account Detail for Term

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

Fall 2021

Description	Charge	Payment
Refund Submitted	\$250.00	
Enrollment Fee	\$138.00	
Health Fee	\$21.00	
Student Representative Fee	\$2.00	
Emergency COVID/ Grant		\$250.00
Total	\$411.00	\$250.00

Net Term Balance \$161.00

Net Balance for Other Terms (\$161.00)

Current Amount Due as of 12/21/2021 \$0.00

Amount for current activity from all terms.

Account Balance \$0.00

Sum of all transactions, without regard to term or effective date of transactions.

Authorized Financial Aid as of 12/21/2021

© No Authorized Financial Aid exists on your record for the selected term.

Authorized Financial Aid Balance \$0.00

Current Due net of Authorized Financial Aid \$0.00

Account Balance net of Authorized Financial Aid \$0.00

Memos as of 12/21/2021

© No pending transactions exist on your record for the selected term.

Memo Balance \$0.00

Current Due net of Authorized Financial Aid and Memos \$0.00

Account Balance net of Authorized Financial Aid and Memos \$0.00

Installment Plan \$0.00

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

Current Amount Due as of 12/21/2021	\$0.00
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Disclaimer

Order Details

Order Date: 7/20/21 Order Status: Fulfilled

Allan Hancock College Bookstore

Order #: 15350000021323

Pickup:

Santa Maria
Bldg G-110
801 S Bradley Rd
Santa Maria, California 93454 US

Order Total:

\$197.24

Ftft?



Status: Ready for Pick-up

Pearson Etext for Experiencing MIS – Access Card

\$73.25

CBIS/101/20202 Instructor Carmen Montanez-Rodriguez

Selection: Buy New

ISBN: 9780136510147

Edition: 9th

Author: Kroenke

Condition: New



Status: Fulfilled

MyLab IT with Pearson eText – Access Card – for 00! with Microsoft Office 365, 2019 Edition

\$120.00

CBIS/101/20202 Instructor Carmen Montanez-Rodriguez

Selection: Rent Digital

Digital ISBN: 9780135651261

Author: Pearson PPC

Format Digital

Access Code: PAHJEZYMXPABW68T

Payment Details

Payment Method

MasterCard ending in

Billing Address

Yekaterina Haussler



Order Summary

Subtotal (2 Items)	\$193.25
Delivery (Pick up)	\$0.00
Digital Delivery Fee (1 Item)	\$3.99
Tax v	\$0.00
Total	\$197.24

Payments Applied

MasterCard

\$-197.24

Final taxes will be calculated upon order fulfillment. Includes shipping tax if applicable.

Term : Fall 2021

Academic Standing
Academic Good
Standing

Last Academic
Standing
Academic Good
Standing

Subject	Course	Level	Title	Grade	Credit Hours	Quality Points	Start and End Dates	R
CBIS	101	CR	Computer Concepts & Apps	A	3.000	12.00		

Term Totals	Attempt Hours	Passed Hours	Earned Hours	GPA Hours	Quality Points	GPA
Current Term	3.000	3.000	3.000	3.000	12.00	4.00
Cumulative	125.500	108.500	108.500	106.000	376.00	3.55



PUBLIC AIRPORT DISTRICT

January 13, 2022

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

Subject: Authorization for the manager of finance and administration to attend the California Society of Municipal Finance officers to be held February 16th-18th, 2022 in San Diego, Ca.

Summary

This conference allows for important updates to governmental accounting and opportunities to network with other government bodies.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$535.00	\$535.00
	Airfare	1		\$285.00	\$285.00
	Transportation			\$75.00	\$75.00
	Lodging	1	3	\$229.00	\$687.00
	Meals	1	3	\$60.00	\$180.00
	Total:				\$1,762.00

Overall Impact:

2021-2022 Budget for Business Travel	\$83,660.00
Previously Approved Business Travel	\$60,041.01
Current Balance for Business Travel	\$23,618.99
Amount of this Request	\$1,762.00
Balance Remaining if Approved	\$21,856.99

Recommendation

Staff recommends the board authorize this travel to provide educational opportunities to staff.

Sincerely,

Chris Hastert, CM
General Manager