



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

**Thursday
January 28, 2021**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [812 8065 1089](https://zoom.us/j/81280651089)
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: Brown, Engel, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD JANUARY 14, 2021.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
 - a) Monthly Activity Report**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**

a) Demand Register	c) Financial Statements
b) Budget to Actual	d) Quarterly Investment Report

5. **DISTRICT COUNSEL’S REPORT. (Joshua George and Natalie Frye Laacke)**
6. **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.

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7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO CONSENT TO THE TRANSFER OF THE HANGAR LOCATED AT 2989-A AIRPARK DRIVE TO ROBERT J. OR MARY ELLEN LEPPER REVOCABLE LIVING TRUST.**
8. **AUTHORIZATION FOR THE GENERAL MANAGER OR DESIGNEE TO RENT SPACE AT THE AIRPORT MOBILE HOME PARK FOR THE PURPOSE OF STORING EXTRA VEHICLES, TRAILERS, BOATS OR RECREATIONAL VEHICLES.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-10 and APN111-231-11 (Gov. Code Section 54956.8)**
10. **DIRECTORS’ COMMENTS.**
11. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD JANUARY 14, 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 George.

1. MINUTES OF THE REGULAR MEETING HELD December 10, 2020. Director Baskett made a Motion to approve the minutes of the regular meeting held December 10, 2020. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Adams and Baskett voted "Yes". Director Rafferty was absent for this vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – The committee met to discuss accounting software.
 - 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) – A meeting is scheduled for 1/15/21.
3. GENERAL MANAGER'S REPORT. Mr. Hastert notified the Board of meetings he attended which included the Airport Land Use Advisory Committee, SWAAAE Coffee Break, FAA and Roy Dugger with the City of Santa Maria Disaster Preparedness and Cal OES. An EDC meeting is scheduled. He provided a reminder that United Airlines is still planning on starting service in June and announced new service from Allegiant to Portland, OR starting in April.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

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

 - a) Demand Register. The Demand Register, covering warrants 068533 through 068623 in the amount of \$312,287.74 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
5. DISTRICT COUNSEL'S REPORT. Nothing to report.

6. 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.

7. Presentation of the annual audit by Jeff Palmer of Fedak & Brown, LLP.
8. Authorization for the President and Secretary to consent to the transfer of the hangar located at 2997-B Airpark Drive to Richard and Jeanette Shapley Trust and R & A Rowan Trust. Director Adams made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted “Yes”.
9. Authorization for tuition reimbursement for one staff member. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted “Yes”.
10. Discussion and direction to staff regarding outdoor vehicle and RV storage at the airport mobile home park. Discussion was held and direction was given to move forward.
11. Discussion and direction to staff regarding identification of parcels to be considered surplus. Discussion was held and direction was given to move forward.
12. CLOSED SESSION. At 7:45 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 111-231-10 and APN 111-231-11 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Threatened Litigation pursuant to Government Code Section 54956.9(d)(4): One case.

At 8:12 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

13. DIRECTORS' COMMENTS: Director Baskett asked for an update on the Radisson and Customs.

Director Rafferty apologized for being late.

Director Engel asked about the communication regarding the Allegiant announcement.

Director Adams wished everyone a Happy New Year.

Director Brown thanked Mr. Palmer for his presentation. He is excited for the new Portland service to start and asked everyone to stay safe and take proper precautions to avoid getting COVID-19.

14. ADJOURNMENT. President Brown asked for a Motion to adjourn to a Regular Meeting to be held on January 28, 2021 at 7:00 p.m. via a virtual meeting. Director Adams made that Motion, Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, 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 8:17 p.m. on January 14, 2021.

Steve Brown, President

Hugh Rafferty, Secretary

Monthly Activity Report

December



AGENDA ITEM

3a

1/28/2021

Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	140	0	100%
Corporate T Hangars	8	8	0	100%
Corporate Hangars	28	28	0	100%
Storage Units	26	26	0	100%
Owner Build	23	23	0	100%
Commercial Aviation Hangar Space (SqFt)	107,782	103,360	4,422	96%
Commercial Aviation Office Space (SqFt)	28,800	19,449	9,351	68%

Hangar Waiting List

T-Hangars	6
Corporate/Corporate T-Hangar	13

Monthly Activity

	Dec-19	Nov-20	Dec-20	%Change
Operations	2,596	2,571	2,577	-1%
Noise/Nuisance Complaints	0	0	0	
Jet\100LL Fuel (Gallons)	56,386	56,456	55,776	0%

Enplanments

	Dec-19	Nov-20	Dec-20	%Change
Allegiant	2,113	1,164	898	-58%
Central Coast Shuttle	1,293	152	252	-81%

Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHED flights
Allegiant	20	29%	29%

Land Lease Information (Acres)

	Inventory	Occupied	Available
Business Park	224	0	224
Agriculture	592.29	592.29	0
Grazing	511	511	0
Non Aviation Land Leases	TBD	48.42	
Aviation Land Leases	TBD	12.22	
Total Airport Acreage	2,550		

Mobile Home Park

	Spaces Rented	Units Sold
Mobile Home Park	78	

2020-2021

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 068624 to 068649 and electronic payments on Pacific Premier Bank and in the total amount of \$76,704.21.

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 068624 to 068649, and electronic payments on Pacific Premier Bank in the total amount of \$76,704.21 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 28, 2021.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 068624	1/21/2021	Advantage Answering Plus	295.71	Answering Service
* 068625	1/21/2021	Archive Social	2,388.00	Annual Support Service
* 068626	1/21/2021	AT&T	89.27	Phone Service
* 068627	1/21/2021	Berchtold Equipment	951.45	Heavy Equip Maint - Mechanical
* 068628	1/21/2021	Bomar Security	916.50	Security Service
* 068629	1/21/2021	CED	195.75	Lighting Maintenance
* 068630	1/21/2021	Clark Pest Control	1,131.00	Weed/Vector Control
* 068631	1/21/2021	Comcast	1,162.75	Cable/Internet /Digital Voice
* 068632	1/21/2021	De Lage Landen	102.18	Lease/Maint. - Copier
* 068633	1/21/2021	Federal Express	29.55	Freight & Common Carrier
* 068634	1/21/2021	Frontier Communications	194.17	Telephone Service
* 068635	1/21/2021	Yekaterina Haussler	650.54	Education Reimbursement
* 068636	1/21/2021	Home Depot	1,363.53	Building Maintenance
* 068637	1/21/2021	J.D. Humann Landscape	4,955.00	Landscape Maintenance
* 068638	1/21/2021	Mead & Hunt, Inc.	1,305.00	Air Service Consulting
* 068639	1/21/2021	Mission Uniform Service	349.18	Uniform Service
* 068640	1/21/2021	Pacific Telemanagement	230.92	Pay Phone Service
* 068641	1/21/2021	Pat's Automotive	4,632.38	Auto Maint. - Mechanical
* 068642	1/21/2021	Playnetwork, Inc.	89.85	Radio Service - Terminal
* 068643	1/21/2021	Praxair	636.97	Shop Supplies
* 068644	1/21/2021	Rabbit Office Automation	44.94	Xerox supplies
* 068645	1/21/2021	Safety-Kleen	198.73	Solvent
* 068646	1/21/2021	Service Star	10,925.15	Janitorial Service
* 068647	1/21/2021	Tri-Counties Plant Service	275.00	Interior Plants Maint.
* 068648	1/21/2021	VTC Enterprises	70.00	Trash - Paper Recycling
* 068649	1/21/2021	WageWorks	300.00	Cafeteria Plan - Admin. Fee
Subtotal			<u>\$ 33,483.52</u>	

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	1/19/2021	CalPERS	5,664.70	Employee Retirement
ACH	1/21/2021	Paychex	26,310.43	Payroll
ACH	1/21/2021	Mass Mutual	4,628.12	Employee Paid Retirement
ACH	1/21/2021	PG&E	26.29	Terminal/Admin./Main Hangar
ACH	1/21/2021	PG&E	28.29	Terminal/Admin./Main Hangar
ACH	1/21/2021	PG&E	237.07	Terminal/Admin./Main Hangar
ACH	1/21/2021	PG&E	458.88	Terminal/Admin./Main Hangar
ACH	1/22/2021	Paychex	346.46	Paychex Invoice
ACH	1/22/2021	Paychex	5,520.45	Payroll Taxes
		Subtotal	<u>\$ 43,220.69</u>	
		Total	<u><u>\$ 76,704.21</u></u>	

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
61100-052	Landing Fees - Ameriflight		3,502	(3,502)
61100-053	Landing Fees - U.S. Forest Service	26,336	10,417	15,919
61100-054	Landing Fees - Federal Express - WestAir	3,196	3,121	75
61100-055	Landing Fees - Allegiant Air	8,674	8,041	633
61100-062	Landing Fees -United (Skywest)		5,361	(5,361)
61100-063	Landing Fees - United Express (WS)	75		75
61100-064	Mooring Fees - Blimps	150		150
61110-052	Tiedowns - Ameriflight	1,130	1,130	0
61110-054	Tiedowns - Federal Express - WestAir in	1,670	1,670	0
61130-093	Comm Veh Access - Federal Express	4,820	4,820	0
61130-094	Comm Veh Access - UPS	1,820	1,820	0
61140-152	Fuel Flowage Fees - Self Serve	841	716	125
61140-154	Fuel Flowage Fees - CC Jet Center, LLC	45,007	27,716	17,291
62210-005	T-Hangar 3005 Airpark	18,414	18,750	(336)
62210-009	T-Hangar 3009 Airpark	11,516	12,100	(584)
62210-011	T-Hangar 3011 Airpark	10,553	11,600	(1,047)
62210-019	T-Hangar 3019 Airpark	11,540	11,600	(60)
62210-023	T-Hangar 3023 Airpark	10,890	12,100	(1,210)
62210-027	T-Hangar 3027 Airpark	11,950	11,950	0
62210-031	T-Hangar 3031 Airpark	11,950	11,950	0
62210-039	T-Hangar 3039 Airpark	17,318	17,325	(7)
62210-103	T-Hangar 3103 Airpark	18,629	19,360	(731)
62210-107	T-Hangar 3107 Airpark	14,135	14,140	(5)
62210-109	T-Hangar 3109 Airpark	9,855	10,950	(1,095)
62210-111	T-Hangar 3111 Airpark	9,938	10,080	(142)
62220-035	Corporate T-Hangar 3035 Airpark	17,245	17,245	0
62230-005	T-Hangar Storage 3005 Airpark	2,550	2,550	0
62230-009	T-Hangar Storage 3009 Airpark	850	850	0
62230-011	T-Hangar Storage 3011 Airpark	900	900	0
62230-019	T-Hangar Storage 3019 Airpark	450	450	0
62230-023	T-Hangar Storage 3023 Airpark	425	425	0
62230-027	T-Hangar Storage 3027 Airpark	840	840	0
62230-031	T-Hangar Storage 3031 Airpark	840	840	0
62230-035	T-Hangar Storage 3035 Airpark	860	860	0
62230-039	T-Hangar Storage 3039 Airpark	2,550	2,550	0
62230-107	T-Hangar Storage 3107 Airpark	745	745	0
62230-109	T-Hangar Storage 3109 Airpark	370	370	0
62230-111	T-Hangar Storage 3111 Airpark	840	840	0
62240-001	Corporate Hangars 3001 Airpark	17,854	19,329	(1,475)
62240-029	Corporate Hangars 3029 Airpark	21,290	21,290	0
62240-105	Corporate Hangars 3105 Airpark	25,690	25,690	(0)
62240-118	Corporate Hangar 3043 Airpark	24,675	24,675	0
63310-100	Owner Build Hangar - Land (Sm)	3,025	3,025	0
63310-101	Owner Build Hangars - Land (Lg)	5,220	5,220	0
64410-177	Main Hangar - Artcraft Paints	20,754	20,756	(2)
64410-178	Main Hangar - Tricor Calif	683	968	(285)
64410-180	Main Hangar - Mike Lewis	1,525	1,523	2

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
64410-183	Main Hangar - S B Cellular	11,884	12,007	(123)
64410-184	Main Hangar -Pleinare'	5,820	5,819	2
64410-185	Main Hangar - Art-Craft Suites 119-128	20,341	20,344	(4)
64420-115	Corporate Hangar FBO 3115 Airpark	7,325	9,956	(2,631)
64420-117	Corporate Hangar FBO 3117 Liberator	15,480	15,484	(4)
64420-119	Corporate Hangar FBO 3119 Liberator	3,655	3,653	2
64420-121	Corporate Hangar FBO 3121 Liberator	3,495	3,495	(0)
64420-125	Corporate Hangar FBO 3125 Liberator	22,862	22,863	(1)
64420-409	Corporate Hangar FBO 3409 Corsair	27,990	27,990	0
64420-410	U.S. Forest - Land Use Revenue	39,813	16,667	23,146
64420-438	Corporate Hangar FBO - CALSTAR	5,220	5,222	(2)
64420-439	Corporate Hangar FBO CC Jet Center	21,295	21,295	0
64420-440	Corporate Hangar FBO 3950 Mitchell	8,680	8,682	(2)
64420-442	Corporate Hangar FBO 3944 Mitchell	7,750	7,750	1
64420-443	Corporate Hangar FBO 3940 Mitchell	16,675	16,676	(1)
64420-444	Corporate Hangar FBO Arctic Air	18,580	18,580	0
64420-445	CC Jet Center Self Serve	1,121	875	246
64420-447	Rotocraft Leasing - Parking Lot	5,810	5,808	2
64420-448	MOF 3015/3025 Airpark Drive	1,180	1,045	135
64420-449	CC Jet Center-Los Padres Disp	1,665	1,666	(1)
64420-450	CCJC (GA Terminal)	5,030	5,605	(575)
64459-203	Utility Reimbursement - Main Hangar	17,979	14,157	3,822
65000-100	Vehicle Access Fee - Uber	1,415		1,415
65000-200	Vehicle Access Fee - LYFT	525		525
65510-251	Terminal - TSA Lease	39,042	39,042	0
65510-252	Terminal - Restaurant	12,835	13,418	(583)
65510-255	Terminal - Allegiant Air, Inc.	920	920	0
65510-256	Terminal -Central Coast Shuttle	10,895	10,893	2
65510-257	PFC Revenue	15,672	37,148	(21,475)
65510-262	ARINC	790	790	0
65520-265	Terminal Concessions - Avis	32,014	27,899	4,116
65520-266	Terminal Concessions - Budget	12,055	8,255	3,799
65520-267	Terminal Concessions - Hertz	11,829	18,213	(6,384)
65520-274	Terminal Vending Machines	217	748	(531)
65530-217	Other Building - Administrative Board Room	210	467	(257)
65530-307	Other Building - Avis Service Center	4,930	4,934	(4)
65530-335	Other Building - Cessna Pilots Assoc.	120		120
65559-249	Utility Reimbursements - Terminal	203	1,136	(933)
65559-336	TSA - LEO Reimbursement	3,540	5,367	(1,827)
65559-337	CARES Act Grant	474,859	455,833	19,026
66120-080	Vehicle Training Area/Special Events	14,300		14,300
66120-082	Vehicle Storage Area	435		435
66120-083	Santa Maria Karting	2,950	2,750	200
66610-361	Farm Land - Castellanos	60,645	57,784	2,861
66610-362	Grazing Land - R. Michel	420	895	(475)
66610-364	Master Lease - Mahoney Brothers	11,163	13,527	(2,364)
66610-365	Farm Land - Gresser	228,119	229,123	(1,004)

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
66610-366	Grazing Land - Verlade	1,343	1,465	(122)
66620-201	Airport Business Park	58,000	58,000	0
66620-320	Pioneer Park	805	805	0
66620-455	Commercial Land - Hotel	60,300	67,557	(7,257)
66620-500	Verizon Land Lease	10,680		10,680
66630-381	Village Mobile Home Park	194,636	191,819	2,817
67210-910	Use Permits - Special Events	150		150
67300-950	Commercial Filming - Movie Shoots	5,000		5,000
67910-900	Misc. Income Operations	(7)		(7)
67910-924	Misc. Income - Copy Charges/Postage/Keys	56		56
67910-951	Misc. Income - Airport Access Card	7,265	6,033	1,233
69010-950	Unrealized Gain on Investment	(10,559)		(10,559)
69010-951	Interest Income	25,404	84,119	(58,715)
69110-937	AIP - 37 Reimbursement		2,738,688	(2,738,688)
69310-965	Tax Revenues	338,812	735,549	(396,737)
69510-980	Ordinary Dividends - Principal	59		59
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	Total Revenue	2,302,285	5,440,972	(3,160,047)
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Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
71110-100	Electricity - Landing Area	10,725	8,439	2,285
71110-455	Electricity - Hotel Ramp	567	638	(71)
71120-150	ARFF Services	203,926	338,592	(134,666)
71220-100	Signs	43	4,208	(4,166)
71310-100	Lighting & Nav Aid Maintenance	5,394	4,635	758
71323-100	Runway Generator Maintenance	1,155	1,917	(762)
71330-100	Pavement - Runways & Taxiways	490	5,417	(4,927)
71331-100	Pavement - Ramps & Tiedowns		4,521	(4,521)
71345-100	Weed/Wildlife Abatement	10,770	25,779	(15,010)
71350-100	Fencing & Gates	1,374	2,417	(1,042)
72100-200	Electricity - Hangars	1,661		1,661
72110-200	Electricity - Hangars	8,015	9,161	(1,146)
72130-200	Water/Sewer - Hangar	1,169	1,127	42
72150-200	Emergency Phones - Hangars	972	911	61
72260-200	Landscaping Hangar Area	3,243	3,285	(42)
72290-200	Miscellaneous Hangar Supplies		583	(583)
72300-200	Building Maintenance - Hangar Area	6,004	8,292	(2,288)
72310-200	Lighting Maintenance - Hangars	2,232	2,917	(685)
72311-200	Janitorial Sv Hangar Area	5,775	5,775	0
72328-200	Fire Extinguisher Service - Hangar		625	(625)
72331-200	Pavement - Ramp - Hangars		4,688	(4,688)
72350-200	Fencing & Gates		1,271	(1,271)
72445-200	Fire Alarm Service - Hangars	1,455	2,043	(588)
72480-200	Waste Oil Removal - Hangars	1,215	729	486
73700-721	Owner Build - Water/Sewer	527	398	130
73700-722	Owner Build - Electricity	107	104	3
73700-723	Owner Build - Restroom Janitorial	1,050	1,050	0
73700-724	Owner Build - Maintenance		417	(417)
74110-203	Electricity - Main Hangar	19,002	14,585	4,417
74110-204	Utilities - 3940 Mitchell Rd.	146	109	37
74120-203	Gas- Main Hangar	345	718	(373)
74130-125	Water/Refuse - Paint Hangar	2,218	2,050	168
74130-203	Water/Refuse - Main Hangar	2,525	2,191	335
74150-125	Emergency Phone Lines - Paint Hangar	946	1,001	(55)
74150-203	Emergency Phone Lines - Main Hangar	366	431	(65)
74260-400	Landscaping - FBO	523	529	(7)
74300-400	Building Maintenance - FBO Hangar Area	2,529	5,521	(2,992)
74311-203	Janitorial Sv Main Hangar & FBOs	1,050	1,050	0
74311-218	Customs - Water/Refuse/Sewer	961	585	376
74315-400	Fire Sprinkler Maintenance	446	1,042	(596)
74331-400	Pavement - Ramps & Tiedowns		833	(833)
74340-400	Drainage Maintenance	669	833	(165)
74350-400	Fencing & Gates	2,470	2,333	137
74445-125	Fire Alarm Service - Paint Hangar	210	175	35
74445-203	Fire Alarm Service - Main Hangar	210	175	35
75110-249	Electricity - Terminal	40,122	41,108	(986)

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
75120-249	Gas - Terminal	931	2,389	(1,458)
75130-249	Water/Refuse/Sewer - Terminal	5,828	7,302	(1,474)
75150-249	Emergency Phone Lines - Terminal	3,161	3,257	(96)
75150-250	Pay Phone Service - Terminal	1,155	1,140	15
75150-300	Audio & Video Monthly Charges	1,230	1,338	(108)
75220-250	Signs	634	1,354	(720)
75255-250	Janitorial Sv Terminal Area	39,880	39,880	0
75260-250	Landscaping - Terminal	14,297	14,414	(117)
75300-249	Building Maint. - Terminal	9,916	20,396	(10,480)
75300-339	Building Maintenance - Fire Station	1,138	2,388	(1,249)
75310-240	Lighting Maintenance - Terminal Area Streets		417	(417)
75310-249	Lighting Maintenance - Terminal		1,667	(1,667)
75310-339	Lighting Maintenance - Fire Station		42	(42)
75323-249	Emergency Generator Maintenance - Terminal	1,069	1,042	28
75323-339	Emergency Generator Maintenance - Fire Station	962	1,042	(80)
75333-250	Pavement - Roads - Terminal Area	3,006	5,833	(2,827)
75350-250	Fencing & Gates - Terminal	128	1,896	(1,768)
75465-249	Automatic Door Maintenance Service - Terminal		2,500	(2,500)
75475-249	Interior Plant Service - Terminal	1,375	1,583	(208)
75700-740	Sig Items - Terminal Accessories	4,211	5,567	(1,355)
76110-300	Electric - Street Lights	910	837	73
76110-310	Electric - Retention Dam Pumps	906	1,339	(433)
76140-300	Recycled Water		938	(938)
76220-250	Signs	674	417	258
76260-300	Landscaping - Revenue Generating Land	13,839	4,727	9,112
76290-300	South Well Repairs		208	(208)
76310-300	Street Light Maintenance		208	(208)
76340-300	Drainage Maintenance		2,500	(2,500)
76345-300	North Well Repairs		625	(625)
76350-300	Fencing & Gates		1,042	(1,042)
76360-300	Stormwater Retention Facilities	1,977	1,417	560
76700-750	MHP - Salaries/ Employee Related Expenses	38,116	39,417	(1,300)
76700-752	MHP - Maintenance	9,120	12,656	(3,536)
76700-753	MHP - MHP Liability Insurance	300	2,860	(2,560)
76700-754	MHP - Utilities	76,413	66,383	10,030
76700-755	MHP - Property Management	11,750	11,750	0
76700-757	MHP - General and Admin. Expense	4,177	4,502	(325)
87010-451	General Manager	64,578	67,947	(3,369)
87010-452	Manager of Operations and Maintenance	40,131	42,227	(2,097)
87010-453	Manager of Finance and Administration	38,220	40,220	(2,000)
87010-454	Operations Officer	22,923	24,120	(1,197)
87010-455	Administrative Assistant	24,966	27,140	(2,174)
87010-456	Maintenance Foreman	31,034	32,042	(1,008)
87010-457	Maintenance Workers III	6,975	7,143	(168)
87010-458	Maintenance Worker I	48,553	51,347	(2,795)
87010-460	Accounting Clerk	22,980	25,614	(2,634)
87010-462	Receptionist	18,805	19,072	(267)

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
87010-463	Maintenance Worker IV	13,494	15,316	(1,822)
87020-473	Longevity Pay	10,681	11,233	(552)
87030-481	Medicare Tax	5,847	5,270	578
87030-482	Medical Insurance	101,788	101,678	110
87030-483	Dental Insurance	4,268	4,477	(209)
87030-484	Auto Allowance	5,467	5,750	(283)
87030-485	Life Insurance	1,617	2,243	(626)
87030-486	Disability Insurance	2,414	2,954	(540)
87030-487	PERS Retirement	87,750	105,919	(18,169)
87030-488	Worker's Compensation	5,453	11,294	(5,841)
87030-489	Employee Vision Coverage	587	587	0
87030-495	Unemployment Claims	2,529		2,529
87110-150	Electricity - Shop	1,206	1,240	(34)
87110-217	Electricity - Administration Building	4,966	5,345	(378)
87120-150	Gas - Shop	108	107	1
87120-217	Gas - Administration Building	199	338	(139)
87130-150	Water/Refuse - Shop	1,412	1,273	139
87130-217	Water/Sewer - Administrative Building	1,016	643	372
87130-500	Water - Landscaping	14,512	8,327	6,185
87140-500	Trash - Paper Recycling	562	663	(101)
87160-501	Cellular Phone	4,664	6,146	(1,482)
87160-502	Security Phone Lines	570	540	30
87160-504	Administration Office - Monthly Service	3,140	2,834	307
87160-505	Administration Office - Toll Calls	595	515	80
87160-507	Administration Office - Fax Line	771	703	69
87160-509	Tower & Fire Station	1,741	1,333	408
87160-510	Shop Phone	1,281	1,058	223
87160-511	Answering Service	1,406	1,476	(70)
87210-500	Security Supplies		1,417	(1,417)
87230-500	Janitorial Supplies	3,283	5,492	(2,210)
87240-500	Small Tools	1,773	3,768	(1,995)
87260-150	Shop Supplies	643	1,896	(1,253)
87270-531	Fuel Expense - Gas/Oil	3,337	4,084	(747)
87270-532	Fuel Expense - Diesel Fuel/Oil	2,253	5,086	(2,833)
87275-500	Solvent	382	417	(34)
87280-546	First Aid	230	331	(101)
87280-547	Safety Equipment	4,550	1,521	3,029
87280-548	Training Supplies		250	(250)
87286-500	Uniform Service	3,528	3,295	233
87290-500	Sundries	1,352	1,882	(531)
87300-150	Building Maintenance - Shop	1,342	1,521	(179)
87300-217	Building Maintenance - Administrative Building	1,204	4,208	(3,005)
87321-150	Equipment Maintenance - Shop	68	313	(244)
87322-500	Radio Maintenance	1,700	1,272	427
87324-521	Copier	3,727	3,206	520
87324-523	Maintenance - Postage Machine	404	605	(201)
87328-500	Fire Extinguisher Service		1,271	(1,271)

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
87360-536	Automotive Maintenance - Mechanical	1,973	3,333	(1,360)
87360-537	Automotive Maintenance - Tires	1,006	1,667	(661)
87370-541	Heavy Equipment Maintenance - Mechanical	2,854	10,625	(7,771)
87370-542	Heavy Equipment Maintenance - Tires	146	4,167	(4,020)
87370-543	ARFF Vehicle Maintenance	24,251	10,625	13,626
87380-554	Fuel System - Fire Alarm Service	210	592	(382)
87400-500	Directors Fees	9,100	8,750	350
87412-500	Payroll Processing Fees	2,426	2,235	192
87414-500	Annual Audit	22,101	12,203	9,898
87420-500	Legal Counsel Services	27,932	27,388	545
87440-500	Security Service	127,310	159,560	(32,251)
87443-500	Security Sys Maint & Repairs	5,017	16,250	(11,234)
87450-500	Janitorial Service - Admin	4,725	4,880	(155)
87470-500	Landscaping Services	2,108	2,135	(27)
87472-500	Landscaping Contingencies	276	2,083	(1,808)
87475-500	Internet/Web Page Maintenance	6,148	18,100	(11,952)
87510-562	Bank Charges - Service Charges	5,851	5,579	272
87520-566	Freight & Common Carrier		294	(294)
87520-567	Postage	600	417	183
87520-568	Printing & Stationery		229	(229)
87520-570	Misc. Office Supplies	4,424	5,693	(1,268)
87520-572	Books & Publications	62	1,072	(1,010)
87530-581	Computer Supplies	2,221	7,621	(5,400)
87530-583	Computer Support Services	60,711	47,898	12,813
87540-600	Dues and Memberships	2,051	2,289	(238)
87540-601	Dues -AAAE	3,250	1,708	1,542
87540-603	Dues - SWAAAE	285	142	143
87540-605	Dues - Chamber of Commerce	8,050	3,333	4,717
87540-606	Dues - National Notary Association		63	(63)
87540-607	Dues - CA Special Districts Association	7,253	3,195	4,058
87540-608	Dues - AAAE ARDF CA Airport Storm	4,950	2,063	2,888
87540-610	Costco Membership	240	69	171
87540-618	Santa Maria Times		63	(63)
87540-628	Pro-rata Share of LAFCO Budget	2,515	1,219	1,296
87600-596	Advertising - Legal		417	(417)
87600-599	Advertising - Airport Advertising	21,049	65,208	(44,159)
87610-100	Depreciation - Landing Area	381,512	553,562	(172,050)
87610-200	Depreciation - Hangar Area	25,680	49,847	(24,167)
87610-250	Depreciation - Terminal Area	93,369	152,403	(59,034)
87610-300	Depreciation - Revenue Generating Land	59,833	102,374	(42,541)
87610-400	Depreciation - Main Hangar & FBO	9,419	22,302	(12,883)
87610-500	Depreciation - Administration	45,648	77,693	(32,045)
87618-500	Election Expense		10,417	(10,417)
87620-692	Emergency Exercises		208	(208)
87630-591	Insurance - Airport Liability	3,238	5,396	(2,158)
87630-592	Insurance - Auto, Fire, Property	31,218	57,863	(26,645)
87630-595	Insurance - General Liability	13,720	24,489	(10,769)

Santa Maria Public Airport District

For the Month Ending November 30, 2020

Account Number	Account Title	Actual YTD August	Budget YTD August	Over (Under) Budget
87650-641	Taxes - Sales	(730)		(730)
87650-643	Permits	1,902	1,945	(43)
87650-646	Storm Water Permits		583	(583)
87660-500	Education	2,676	6,667	(3,991)
87670-500	Business Travel & Entertainment	495	27,654	(27,159)
87670-501	AAAE Annual Conference	50		50
87679-500	Employee Recognition	777	1,583	(806)
87700-791	Sig Items - Training Live Burn		16,728	(16,728)
88680-681	SM Chamber Economic Development	38,000	15,833	22,167
88680-685	Museum of Flight		4,167	(4,167)
88680-691	Planning & Marketing	5,039	14,583	(9,544)
88680-692	Consulting Services - Marketing Aviation Related	7,304	32,025	(24,721)
88680-693	Consulting Services - Contingencies	33,846	68,972	(35,126)
88680-702	Rent Credit - Operations	4,262		4,262
88700-705	Airfest Expenses- Miscellaneous	141		141
	Total	2,337,186	3,140,898	(803,713)

Santa Maria Public Airport District
Statement of Net Position
November 30, 2020

Current assets:

Cash and cash equivalents	2,048,098
Restricted - cash and cash equivalents	5,073,255
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	124,403
Prepaid expenses and deposits	266,943

Total current assets	7,520,699
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Non-current assets:

Note receivable	154,414
Interest Receivable	7,254
Capital assets, not being depreciated	6,843,943
Depreciable capital assets	23,987,964
Deferred other post-employment benefits outflows	7,387
Deferred pension outflows	410,884

Total non-current assets	31,411,846
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Total assets	38,932,545
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Current liabilities:

Accounts payable and accrued expenses	97,356
Accrued wages and related payables	5,283
Unearned Revenue (customer prepaid)	187,116
Hangar and other deposits	112,356
Long-term liabilities - due in one year:	
Compensated absences	31,142
Land improvements payable	20,629

Total current liabilities	453,882
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Long-term liabilities - due in more than one year

Compensated absences	93,426
Land improvements payable	116,895
Total other post-employment benefits liability	279,903
Net pension liability	1,894,820
Deferred pension inflows	119,557

Total long term liabilities	2,504,601
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Total liabilities	2,958,483
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Net position:

Retained Earnings	36,008,963
Change in Net Position	(34,901)

Total net position	35,974,062
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Total liabilities and net position	38,932,545
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Santa Maria Public Airport District
Net Income Statement
For the Month Ending November 30, 2020

	Year To Date	Monthly Average	Month Ending 11/30/20	Percentage Of Average
Revenues from Operations:				
Landing area				
Landing fees and tiedowns	47,871	9,574	4,392	46%
Fuel flowage fees	45,848	9,170	3,387	37%
Subtotal	93,719	18,744	7,780	42%
Hangar area				
T- Hangar	156,688	31,338	31,108	99%
Corporate T-Hangars	106,754	21,351	21,646	101%
T-Hangar Storage Units	12,220	2,444	2,444	100%
Owner Build Hangars	8,245	1,649	1,649	100%
Subtotal	283,907	56,781	56,847	100%
Main hangar and F.B.O. area				
Main Hangar	78,987	15,797	15,785	100%
Commercial Hangars	173,751	34,750	26,842	77%
Land Leases	39,875	7,975	7,975	100%
Subtotal	292,612	58,522	50,603	86%
Terminal area				
Car Rental and Ground Transportatic	58,055	11,611	4,908	42%
Terminal Space Lease	69,945	13,989	14,042	100%
TSA LEO Reimbursement	3,540	708	900	127%
Subtotal	131,539	26,308	19,850	75%
Revenue generating land				
Land Lease Recreational	29,170	5,834	4,556	78%
Agricultural Leases	301,690	60,338	60,333	100%
Airport Business Park	58,000	11,600	11,600	100%
Airport Hotel	60,300	12,060	12,060	100%
Airport Mobile Home Park	194,636	38,927	40,300	104%
Subtotal	643,796	128,759	128,849	100%
Administrative				
Badging Income	7,265	1,453	720	50%
Miscellaneous Income	5,258	1,315	5,150	392%
Cares Grant Revenue	474,859	158,286	51,567	33%
Subtotal	487,382	97,476	57,437	59%
Total revenues from operations	1,932,955	386,591	321,366	83%

Santa Maria Public Airport District
Net Income Statement
For the Month Ending November 30, 2020

	Year To Date	Monthly Average	Month Ending 11/30/20	Percentage Of Average
Operating Expenses:				
Landing area	30,516	6,103	5,377	88%
Hangar area	33,425	6,685	4,644	69%
Main hangar and F.B.O.	34,615	6,923	6,587	95%
Terminal area	129,043	25,809	28,240	109%
Revenue generating land	158,183	31,637	24,723	78%
Payroll and Benefits	561,061	112,212	103,116	92%
Utilities	38,149	7,630	7,150	94%
Supplies	21,329	4,266	4,371	102%
Maintenance and Repairs	38,885	7,777	6,151	79%
Contractual Services	230,584	46,117	18,115	39%
ARFF Services	203,926	101,963		0%
Security Services	127,310	25,462	25,366	100%
Office Supplies/Postage/Printing and St	7,307	1,461	1,088	74%
Dues and Subscriptions	28,594	5,719	240	4%
Advertising	21,049	4,210	4,205	100%
Depreciation	615,461	615,461		0%
Insurance	48,176	24,088		0%
Business Travel and Entertainment	545	182	50	28%
Air Show Expense	141	141		0%
Other Miscellaneous Expense	8,887	1,777	2,691	151%
Total Expenses	2,337,186	467,437	242,113	52%
Operating income (loss)	(404,230)	(80,846)	79,253	-98%
Non-Operating Revenues (Expenses):				
PFC Revenue	15,672	3,918		0%
Interest income	14,845	3,711		0%
Tax revenues	338,812	84,703	275,537	325%
Miscellaneous income				
Total non-operating rev (exp)	369,329	73,866	275,537	325%
Net Income	(34,901)	(6,980)	354,790	227%



DATE: January 28, 2021
TO: Board of Directors
FROM: Veroneka Reade, Manager of Finance and Administration
SUBJECT: Quarterly Investment Report – December 31, 2020

On April 11, 1996, the Board of Directors adopted Resolution 557 establishing an investment policy for the Santa Maria Public Airport District. Paragraph 12 of that resolution requires the District Manager of Finance and Administration to submit a quarterly investment report to the Board of Directors. This report covers the quarter ending December 31, 2020.

California Government Code Section 53646(e) specifies that if all funds of the District are placed in the Local Agency Investment Fund (LAIF), FDIC-insured accounts and/or in a county investment pool, then the quarterly investment report may consist of copies of the latest statements from such institutions.

The Local Agency Investment Fund (LAIF) is a division of the Pooled Money Investment Account of the State of California (PMIA). Statements of the District's LAIF account activity and the Pooled Money Investment Board Report as of December 31, 2020 are attached and made a part of this quarterly investment report to the District's Board of Directors.

California Government Code Section 53646(b)(1) specifies that the quarterly report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall also include a current market value as of the date of the report and shall include the source of this same valuation. This information is included in the local agency report as of December 31, 2020. Statements of the District's Pacific Premier account activity and the Local Agency report as of December 31, 2020 are attached and made a part of this quarterly investment report to the District's Board of Directors.

I certify with the filing of this quarterly investment report for the periods ending December 31, 2020 that (1) all investment actions executed during the quarter were made in full compliance with the Investment Policy and, (2) the portfolio is in compliance with the investment policy and (3) the Santa Maria Public Airport District will meet its expenditure obligations for the next six months.

California State Treasurer

Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 22, 2021

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

Account Number: 80-42-001

October 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2020	10/14/2020	QRD	1657213	N/A	SYSTEM	7,254.17

Account Summary

Total Deposit:	7,254.17	Beginning Balance:	3,358,475.75
Total Withdrawal:	0.00	Ending Balance:	3,365,729.92

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 22, 2021

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

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Account Number: 80-42-001

November 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,365,729.92
Total Withdrawal:	0.00	Ending Balance:	3,365,729.92

California State Treasurer

Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 22, 2021

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[PMIA Average Monthly Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

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Account Number: 80-42-001

December 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/4/2020	12/3/2020	RD	1661142	N/A	VERONEKA READE	400,000.00

Account Summary

Total Deposit:	400,000.00	Beginning Balance:	3,365,729.92
Total Withdrawal:	0.00	Ending Balance:	3,765,729.92



State of California

Pooled Money Investment Account

Market Valuation

12/31/2020

Carrying Cost Plus				
Description	Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 35,405,712,930.37	\$ 35,432,444,038.95	\$ 35,437,534,000.00	NA
Notes	\$ 22,978,289,919.79	\$ 22,975,600,175.26	\$ 23,203,472,000.00	\$ 87,687,683.50
Federal Agency:				
SBA	\$ 457,313,707.11	\$ 457,313,707.11	\$ 453,196,763.66	\$ 194,387.40
MBS-REMICs	\$ 13,009,086.19	\$ 13,009,086.19	\$ 13,667,627.97	\$ 60,269.69
Debentures	\$ 2,847,411,888.51	\$ 2,847,280,694.06	\$ 2,860,796,440.00	\$ 5,309,372.25
Debentures FR	\$ 50,004,819.33	\$ 49,999,902.66	\$ 49,999,902.66	\$ 7,000.00
Debentures CL	\$ 500,000,000.00	\$ 500,000,000.00	\$ 499,778,000.00	\$ 675,389.00
Discount Notes	\$ 15,173,292,694.21	\$ 15,178,921,383.10	\$ 15,179,217,080.00	NA
Supranational Debentures	\$ 418,341,915.19	\$ 417,532,042.97	\$ 418,199,950.00	\$ 2,285,076.75
Supranational Debentures FR	\$ 150,065,910.68	\$ 150,065,910.68	\$ 150,116,479.89	\$ 71,271.38
CDs and YCDs FR	\$ 300,000,000.00	\$ 300,000,000.00	\$ 300,031,000.00	\$ 55,330.75
Bank Notes	\$ -	\$ -	\$ -	\$ -
CDs and YCDs	\$ 15,150,000,000.00	\$ 15,150,000,000.00	\$ 15,149,513,647.63	\$ 14,168,375.02
Commercial Paper	\$ 8,843,502,722.19	\$ 8,847,289,347.29	\$ 8,847,888,754.14	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,396,500,000.00	\$ 4,396,500,000.00	\$ 4,396,500,000.00	NA
PMIA & GF Loans	\$ 691,023,000.00	\$ 691,023,000.00	\$ 691,023,000.00	NA
TOTAL	\$ 107,374,468,593.57	\$ 107,406,979,288.27	\$ 107,650,934,645.95	\$ 110,514,155.74

Fair Value Including Accrued Interest

\$ 107,761,448,801.69

Repurchase Agreements, Reverse Repurchases, Time Deposits, and PMIA & General Fund loans are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.002271318). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,045,426.35 or \$20,000,000.00 x 1.002271318.



Pooled Money Investment Account

Portfolio as of 12-31-20

PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out
TREASURY	\$ 1,850	\$ 6,500	\$ 5,700	\$ 4,200	\$ 7,400	\$ 3,000	\$ 6,300	\$ 6,500	\$ 10,750	\$ 5,450	\$ 750		
REPO													
TDs	\$ 1,441	\$ 783	\$ 981	\$ 293	\$ 400	\$ 500							
AGENCY	\$ 2,807	\$ 5,002	\$ 1,975	\$ 1,770	\$ 2,100	\$ 1,248	\$ 1,250	\$ 850	\$ 1,675	\$ 833	\$ 1,200		
CP	\$ 3,450	\$ 2,200	\$ 1,600	\$ 600	\$ 550	\$ 100	\$ 200	\$ 150					
CDs + BNs	\$ 3,000	\$ 5,400	\$ 1,650	\$ 1,700	\$ 1,100	\$ 650	\$ 1,100	\$ 600	\$ 250				
CORP BND													
TOTAL													
\$ 107,807	\$ 12,548	\$ 19,885	\$ 11,906	\$ 8,563	\$ 11,550	\$ 5,498	\$ 8,850	\$ 8,100	\$ 12,675	\$ 6,283	\$ 1,950	\$ -	\$ -
PERCENT	11.6%	18.4%	11.0%	7.9%	10.7%	5.1%	8.2%	7.5%	11.8%	5.8%	1.8%	0.0%	0.0%

Notes:

1. SBA Floating Rate Securities are represented at coupon change date.
2. Mortgages are represented at current book value.
3. Figures are rounded to the nearest million.
4. Does not include AB55 and General Fund loans.



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 041
Account Number: 4108097100
Date 10/30/2020

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/20	3,239,533.83
Deposits / Misc Credits	2	61,639.85
Withdrawals / Misc Debits	2	60,001.00
** Ending Balance	10/31/20	3,241,172.68 **
Service Charge		.00
Interest Paid Thru 10/31/20		1,638.85
Interest Paid Year To Date		38,687.88
Average Collected Balance		3,224,049
Average Rate / Cycle Days		.60000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
10/09	60,001.00		Ref C7NXUVM From *1229
10/30	1,638.85		INTEREST EARNED

Withdrawals and Debits

Date	Deposits	Withdrawals	Activity Description
10/01		1.00	Ref BWM1OVH To *1229
10/01		60,000.00	Ref BWM2J03 To *1229

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/01	3,179,532.83	10/09	3,239,533.83	10/30	3,241,172.68



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 128
Account Number: 4108097100
Date 11/30/2020

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	11/01/20	3,241,172.68
Deposits / Misc Credits	1	1,594.40
Withdrawals / Misc Debits	0	.00
** Ending Balance	11/30/20	3,242,767.08 **
Service Charge		.00
Interest Paid Thru 11/30/20		1,594.40
Interest Paid Year To Date		40,282.28
Average Collected Balance		3,241,172
Average Rate / Cycle Days		.60000 / 30

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
11/30	1,594.40		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30	3,242,767.08				



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 128
Account Number: 4108097100
Date 12/31/2020

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	12/01/20	3,242,767.08
Deposits / Misc Credits	1	1,648.37
Withdrawals / Misc Debits	0	.00
** Ending Balance	12/31/20	3,244,415.45 **
Service Charge		.00
Interest Paid Thru 12/31/20		1,648.37
Interest Paid Year To Date		41,930.65
Average Collected Balance		3,242,767
Average Rate / Cycle Days		.60000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
12/31	1,648.37		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31	3,244,415.45				

SANTA MARIA PUBLIC AIRPORT DISTRICT

STATEMENT OF PACIFIC PREMIER INVESTMENT ACCOUNT ACTIVITIES

For Quarter Ending December 31, 2020

Pacific Premeier	
BEGINNING BALANCE PACIFIC PREMIER BANK (09/30/20)	<u>\$3,239,533.83</u>
PREVIOUS QUARTER'S INTEREST POSTED	<u>\$4,881.62</u>
Deposits	
ENDING BALANCE HERITAGE OAKS	<u>\$3,244,415.45</u>

Note: Pacific Premier was earning .60000% as of 12/31/20

ASSIGNMENT OF LEASE

2989-A Airpark Drive

The Assignment of Lease is made this *28th day of January 2021*, by and between Ruth Holden, 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 January 28, 2021, 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: Ruth Holden
4655 Freedom Blvd.
Aptos, CA 95003**

Notices to Assignee shall be sent to:

**ASSIGNEE: Robert J. or Mary Ellen Lepper Revocable Living Trust
510 Jones Lane
Nipomo, CA 93444**

Dated: _____

Tenant: Ruth Holden

Dated: _____

Assignee: Robert J. Lepper

Dated: _____

Assignee: Mary Ellen Leper

12. Consent of Landlord

The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated January 28, 2021 from Ruth Holden, Assignor, to Robert J. or Mary Ellen Lepper Revocable Living Trust, 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 28, 2021

Approved as to content for District:

Santa Maria Public Airport District

General Manager

Steve Brown, President

Approved as to form for District:

District Counsel

Hugh Rafferty, Secretary

LEASE AND AGREEMENT

Owner/Built Hangar Site

As of March 1, 2004, SANTA MARIA PUBLIC AIRPORT DISTRICT, (herein called "District"), and PATRICK H. MARLETT, 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 3**, commonly as **2989-A Airpark Drive**, in the City of Santa Maria, County of Santa Barbara, State of California, consisting of **3575 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 **\$ 60.78**, 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

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 *Patrick Marlett*
Address *5080 Union Ave*
City, State & Zip Code *Sisquoc, CA 93454*
Phone *(805) 937-3899 - cell 878-3135*

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

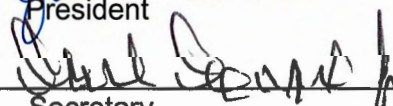
APPROVED AS TO CONTENT:


General Manager

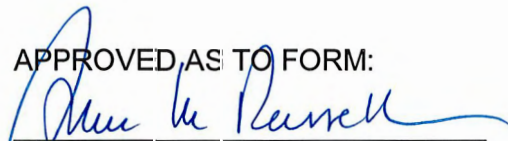
DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTR1CT

By: 
President

By: 
Secretary

APPROVED AS TO FORM:


District Counsel

TENANT:


PATRICK H. MARLETT

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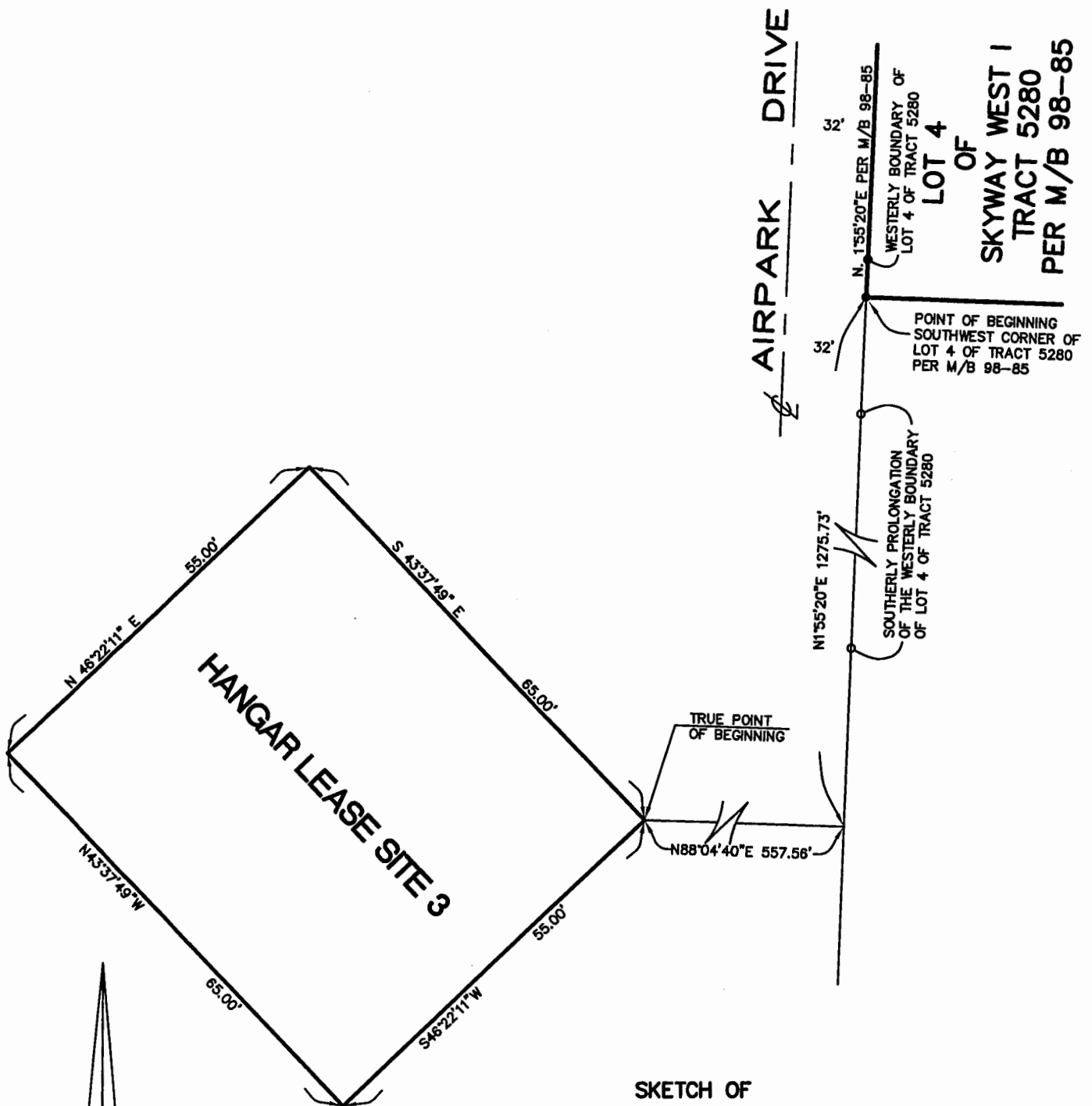
EXHIBIT "B"

LEASE DESCRIPTION FOR HANGAR SITE 3

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 $1^{\circ} 55' 20''$ WEST 1275.73 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF SAID LOT 4 TO A POINT; THENCE NORTH $88^{\circ} 04' 40''$ WEST 557.56 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $46^{\circ} 22' 11''$ WEST 55.00 FEET; THENCE NORTH $43^{\circ} 37' 49''$ WEST 65.00 FEET; THENCE NORTH $46^{\circ} 22' 11''$ EAST 55.00 FEET; THENCE SOUTH $43^{\circ} 37' 49''$ EAST 65.00 FEET TO THE **TRUE POINT OF BEGINNING**.

0313 HANGAR SITE 3 - 2/19/04 4:48 PM



SKETCH OF HANGAR LEASE SITE 3 2989-A AIRPARK DRIVE

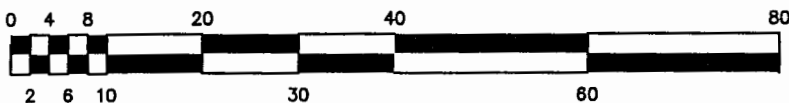
BEING A PORTION OF THE WESTERLY HALF
OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34
WEST, SAN BERNARDINO MERIDIAN, IN THE CITY
OF SANTA MARIA, COUNTY OF SANTA BARBARA,
STATE OF CALIFORNIA

EXHIBIT "B"

PREPARED BY:



SCALE: 1"=20'



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 Floor Slabs.

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".

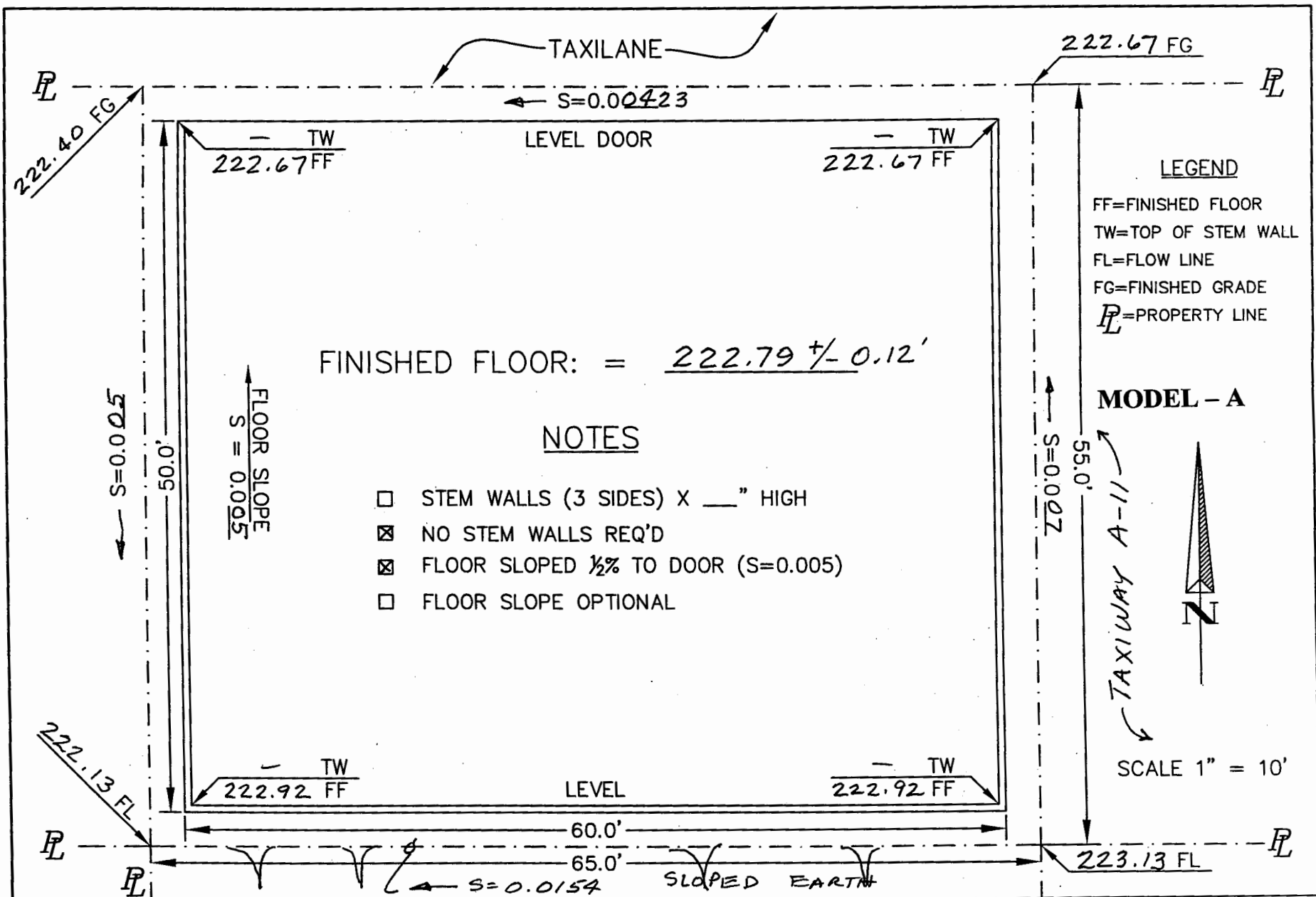
Contraction Joints

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 taxiway in front of hangar.



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

LOT #
 3

ADDRESS:
 2989-A

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

(viii) without limitation radon gas.

EXHIBIT "D"

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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:

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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 "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 Patrick H. Marlett, 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.

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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.

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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

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FIRST AMENDMENT OF LEASE AND AGREEMENT

Re: Lease and Agreement dated March 1, 2004, between SANTA MARIA PUBLIC AIRPORT DISTRICT and Patrick Marlett for a Hangar Site 03, located at 2989-A Airpark Drive, at the Santa Maria Public Airport for a term expiring February 29, 2044, plus options (the "Lease").

The undersigned, SANTA MARIA AIRPORT DISTRICT ("District") and Patrick Marlett ("Tenant") do hereby agree to amend the Lease, effective December 8, 2005, as follows:

1. Paragraph 13, Utilities, is amended to add the following immediately after the first paragraph, to read as follows:

"13. Utilities. (First paragraph remains as stated in Lease). Then add:

" Notwithstanding the immediately preceding paragraph, Tenant wished to avoid the cost of a separate water meter. Tenant therefore requested District to increase the size of District's water meter for the hangar area restroom and wash rack from a ¾-inch to a 1-inch meter to provide the water requested by Tenant and other hangar tenants. The larger meter cost District \$7,350.00 more than the smaller meter.

"Tenant shall pay his/her pro rata share of District's costs of enlarging the meter, less any deposit received from Tenant. Tenant's pro rata share will depend on the number of tenants requesting and paying for water at this time. Payment must be received prior to submission of this executed amendment to District.

"In addition, as long as the Premises are connected to District's pipeline, Tenant shall also pay its pro rata share of District's costs of providing water to the hangars, as additional rent, on or before the first calendar day of each month during the term, or extended term, regardless of whether Tenant has occupied his/her hangar or used any water during the billing cycle. The amount for each hangar tenant will be the same. Initially, Tenant's rent shall be increased by Fifteen Dollars (\$15) per month, effective the day Tenant connects to the District's pipeline. Tenant's share of the water and sewer bill will include payment for water used by the public at the wash rack at the terminus of the pipeline beyond the hangars. District has installed a sub-meter at the hangar area restroom. District will read the submeter and pay for water for hangar area public restrooms.

"District will periodically review its costs of providing water, including, but not limited to, staff time in reading the submeter at the hangar area restrooms, and dealing with water related issues. At that time, District may set a new monthly water charge and increase Tenant's rent accordingly, after thirty (30) days' written notice. Tenant may terminate water service at any time after thirty (30) days' written notice to District.

In the event Tenant elects to terminate water service Tenant's rent shall be reduced by the water component of the rent and other tenants' rent may be increased. Tenant shall forfeit any payments made under this Amendment, and shall not be entitled to any refund from District.

"Tenant shall obtain all appropriate permits from the City of Santa Maria to connect its hangar to District's pipeline. All connections shall comply with the City approved plan previously supplied to Tenant. In addition, it shall also include a "lockable valve" at a location specified by District. Only California licensed, bonded and insured plumbers may perform the connection work. Tenant shall maintain the plumbing from District's pipeline to the Premises. Tenant shall indemnify, defend and hold harmless District, its officers, employees, directors, agents and representatives from and against any and all liability, loss, liens, claims or demands, arising from or related to Tenant's plumbing installation on District's property or Tenant's use of water on the Premises.

"Tenant acknowledges that District's pipeline carries City of Santa Maria water. Tenant releases District from all liability to Tenant for water availability, quality, quantity or pressure.

"In the event additional tenants request a connection to District's pipeline, District may, at its sole discretion, permit or not permit the connection (at a price set by District). District shall retain any money received for future connections.

"District reserves the right at any time after January 1, 2008 to disconnect all hangar tenants' plumbing from District's pipeline, at District's cost, if District determines, in the exercise of District's reasonable discretion, that the administration of a single meter system is not cost effective, is too burdensome, or results in the expenditure of too much staff time. In such event, if District is able to reduce the size of its meter and obtain a refund from the City of Santa Maria, District shall distribute to Tenant, Tenant's pro rata share of any such refund, to the extent of Tenant's payment.

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

Date: December 8, 2005

APPROVED AS TO CONTENT FOR
DISTRICT:


General Manager

APPROVED AS TO FORM FOR:
DISTRICT:

LANDLORD:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: 
President

By: 
Secretary

Amie L. Russell
District Counsel

Date: Dec 1, 2005

TENANT:
Patricia Marshall

F:\Admin Secy\Owner Build\HangarLeaseAmend 1

ASSIGNMENT OF LEASE

The Assignment of Lease is made this 23rd day of January, 2007, by and between Patrick H. Marlett, an owner, builder, hereinafter called "Tenant" or "Assignor", and Ruth Richter-Holden, 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. The District and Tenant entered into a First Amendment of Lease dated December 8, 2005, and that document is marked Exhibit "B", attached and incorporated herein in full by this reference. The term "Lease" shall include the Lease with First Amendment of Lease.

c. 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 March 1st, 2007, 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, fulfill 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 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 Exhibits "A" and "B", 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 obligations under the Lease, and accruing with respect to the period subsequent to the date of this 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 any 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. Notice to Assignor shall be sent to:

101 S. West St., Yerington, NV 89447

Notices to Assignee shall be sent to:

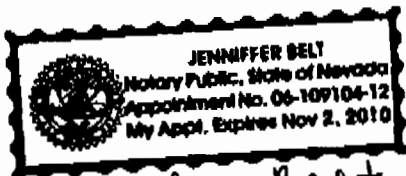
674 Church St., San Luis Obispo, CA 93401

ASSIGNOR

Patrick H. Marlett
Patrick H. Marlett

ASSIGNEE

Ruth Richter-Holden
Ruth Richter-Holden



Jennifer Belt
1-23-2007

Consent of Landlord

The undersigned, as Landlord under the Lease,, hereby consents to the foregoing Assignment of Lease dated March 1, 2004, from Patrick H. Marlett, Assignor, to Ruth Richter-Holden, 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 the future.

DATED: January 25, 2007

District

Approved as to content
For District:

Gary T. Rice
General Manager

Approved as to form
For District:

Shirley M. Russell
District Counsel

SANTA MARIA PUBLIC AIRPORT DISTRICT

By [Signature]
President

By [Signature]
Secretary

PATRICK H. MARLETT
101 S. WEST ST.
YERINGTON, NV 89447

90-7118/701
3211
40028292833

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Date 3 FEB 07

Pay to the order of

SMRAD

\$ 5,000.00

Five Thousand and No/100

Dollars



Security Features
Included.
Details on Back.

citibank

CITIBANK, N.A. BR. #701
14 SO MAIN STREET
YERINGTON, NV 89447

Memo

LEASE ASSIGNMENT 2989-A

LCB

MP

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AIRPORT MOBILE HOME PARK RECREATIONAL VEHICLE STORAGE AGREEMENT

This agreement is made between Airport Mobile Home Park (hereinafter the "Park") and _____ (hereinafter the "Renter") on this, the _____ Day of _____ 20_____. For the assigned of Space #_____.

For the consideration described below, the park agrees to provide storage to the renter for the below vehicle under the following conditions:

- All vehicles must be in operable condition.
- All vehicles must be properly registered with title and registration under the same name as the Space number.
- Working/repairing vehicles in the storage yard is strictly prohibited.
- Any damage to storage yard (i.e. oil spills, asphalt damage etc.) will be charged to the registered owner.
- Management is not responsibility for damaged to personal vehicles.
- Photograph of the registered vehicle must be provided.

Make of vehicle:_____ Model:_____ Year:_____.

License #:_____ Vin #:_____ State:_____.

Registered owner's name:_____ Phone:_____.

Address:_____

Legal owner's name and address if, different from registered owner.

Name:_____ Phone_____.

Address:_____

This agreement shall be a Month-To-Month agreement commencing on this, the _____ day of _____ 20_____, and shall terminate upon a written 30-Day Notice To Vacate.

Renter agrees to pay a park security deposit in the amount of \$_____ and a monthly charge

of **\$25.00/\$50.00** due on or before the 1st day of any given month and **NO LATER** than the 6th day of any given month. A late fee of \$10.00 will be applied after the 6th of any given month.

Park agrees to provide separate storage facilities in an area designated by the Park for the recreational vehicle(s). Park is not responsible for any damage or loss from any cause arising at any time to such recreational vehicle(s) in the storage facility. Renter agrees to such provision and agrees to indemnify and hold the park harmless from any damage or injury to any person(s) or equipment on the vehicle(s) arising from any cause or from the negligence of Renter, his/her family or guest.

Renter understands and agrees the recreational vehicle(s) stored in the Park's separate storage facilities will be subject to a claim of lien and may be sold to satisfy the lien if the rent/storage or other charges due relating to such storage remain unpaid for 14 consecutive days and that such actions are authorized by Division 8 Chapter 10 of the Business and Professions code.

Any action arising out of the Storage Agreement, the Renter understands and agrees that he/she will be held responsible for any and all reasonable attorney fees, court cost and any other legal charges.

Renter acknowledges having read this Agreement and agrees to be all terms and conditions herein contained.

Renters Signature

Date

Renters Signature

Date

Park Manager Signature

Date

Attached Photo.