



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

**Thursday
March 9, 2023**

**Administration Building
Airport Boardroom
6:00 P.M.**

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Moreno, Adams, Baskett, Clayton, Brown

- 1. MINUTES OF THE REGULAR MEETING HELD FEBRUARY 23, 2023**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **RESOLUTION 923. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT IMPOSING A SURCHARGE FEE TO CUSTOMERS FOR USE OF CREDIT CARDS.**
8. **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE LIEBERT CASSIDY WHITMORE PUBLIC SECTOR EMPLOYMENT LAW CONFERENCE TO BE HELD MARCH 15-17, 2023, IN SAN DIEGO, CA.**
9. **DISCUSSION AND DIRECTION TO STAFF REGARDING THE ROOF REPLACEMENT ON THE MAIN HANGAR LOCATED AT 3203 LIGHTNING STREET.**
10. **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE STATION 6 KITCHEN REMODEL NOT TO EXCEED \$31,185.00.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE BUILDING SPACE LEASE BETWEEN THE DISTRICT AND MICHAEL WHITFORD DBA WEST COAST SPECIALTIES FOR 3117-B LIBERATOR STREET.**
12. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Four Cases.**
 - b) **Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: 3107-H & 3111-K Airpark Drive, Santa Maria, CA 93455 (Gov. Code Section 54956.8)**
13. **DIRECTORS' COMMENTS.**
14. **ADJOURNMENT.**

c) Financial Statements Received and filed.

5. DISTRICT COUNSEL'S REPORT. District Counsel George informed the Board that he received information from a tenant regarding their 3-day notice after the agenda for the meeting was posted. As the item is time sensitive, he recommended that it be added to closed session under item 16b. Director Baskett made a motion to approve. Director Clayton seconded, and it went to a roll call vote. Directors Moreno, Adams, Baskett, Clayton and Brown voted "Yes", and the motion was carried by a 5-0 vote.
6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.
7. Authorization for the President and Secretary to execute the employment contract for the newly appointed General Manager, Martin Pehl. Director Baskett made a motion to approve. Director Adams seconded, and it went to a roll call vote. Directors Moreno, Adams, Baskett, Clayton, and Brown voted "Yes", and the motion was carried with a 5-0 vote.
8. Discussion and direction to staff regarding the Santa Maria Public Airport District imposing a surcharge fee to customers for use of a credit card. A discussion was held, and Director Adams requested that Staff investigate the possibility of only charging the surcharge on payments over a certain amount. A surcharge policy will be brought to the Board for approval at a later date.
9. Authorization for two staff members to attend the Central Valley Facilities Expo to be held March 15th through March 16th, 2023, in Modesto, CA. Director Baskett made a motion to approve. Director Adams seconded, and the motion carried by a 5-0 vote.
10. Authorization for two staff members to attend the Southern California Facilities Expo on April 5th through April 6th, 2023, to be held in Anaheim, CA. Director Baskett made a motion to approve. Director Adams seconded, and it was carried by a 5-0 vote.
11. Authorization for one staff member or designee to attend the Sun 'N Fun Aerospace Expo to be held March 28th through April 2nd, 2023, in Lakeland, FL. Alejandro Arredondo, a representative of Artcraft, stated that he felt that attending this conference would be a good opportunity for the Airport. The Board did not approve this item as no one will be available to attend.
12. Authorization for one Director to attend the EAA Airventure Oshkosh to be held July 24th through the 30th, 2023, in Oshkosh, WI. This item was tabled for the time being, the Board requested an action plan.

13. Presentation by Tom Widroe regarding U.S. Customs.
14. Discussion and Direction to Staff regarding outside communications. A discussion was held, and the Board directed its members to refrain from speaking for the board collectively when giving interviews.
15. Authorization for the President and Secretary to execute the Lease Agreement between the District and the United States of America for the office space leased for the Transportation Security Administration located at 3249 Terminal Drive, Santa Maria, CA 93455. Director Baskett made a motion to approve. Director Brown seconded, and it was carried by a 5-0 vote.

RECESS: At 6:54 p.m.

Return to OPEN SESSION: At 7:01 p.m. The Board and staff reconvened to Open Session.

Harvey Corr, a member of the public, requested to speak to the board regarding item 16b, which will be discussed in closed session. He apologized for not responding to District notifications regarding his hangar. He explained that he does have an aircraft and showed proof that he was changing the name to his on the registration. He asked the board to reconsider his eviction.

16. CLOSED SESSION. At 7:09 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Three Cases.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.

At 8:11 pm., the Board and staff reconvened to Open Public Session.

There was one reportable action. The Board reported that they have decided to have Harvey Corr's hangar inspected and if he has an aircraft, they will stop the eviction process.

17. DIRECTORS' COMMENTS: Director Baskett reiterated his opinion that energy independence is very important to the future of the airport.

Directors Moreno, Adams, Clayton, and Brown had no comment.

18. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on March 9th, at 6:00 p.m. at the regular meeting place. Director Adams made that Motion, Director Brown Seconded and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:20 p.m. on February 23, 2023.

Ignacio Moreno, President

David Baskett, Secretary

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 071296 to 071343 and electronic payments on Pacific Premier Bank and in the total amount of \$165,069.88.

KERRY FENTON
INTERIM GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 071296 to 071343 and electronic payments on Pacific Premier Bank in the total amount of \$165,069.88 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 MARCH 9, 2023.

DAVID BASKETT
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71296	2/23/2023	AT&T	\$46.04	Telephone Service
* 71297	2/23/2023	BMI PacWest	\$19,465.00	Terminal Maintenance - AC Unit Replacement
* 71298	2/23/2023	Bomar Security & Investigation	\$2,838.00	Security Service
* 71299	2/23/2023	City of Santa Maria-Util Div	\$4,288.37	Utilities - Water
* 71300	2/23/2023	De Lage Landen	\$102.18	Copier
* 71301	2/23/2023	Fenton, Kerry	\$199.12	ProDIGIQ HDQ Visit - Mileage Reimbursement
* 71302	2/23/2023	Grainger	\$93.37	Hangar Maintenance
* 71303	2/23/2023	J B Dewar, Inc	\$863.28	Unleaded/Diesel Fuel
* 71304	2/23/2023	Mission Linen Service	\$215.02	Uniform Service
* 71305	2/23/2023	National Business Aviation Assoc., Inc.	\$435.00	NBAA Annual Dues
* 71306	2/23/2023	Quinn Company	\$458.83	Shop Supplies/Pavement Maintenance
* 71307	2/23/2023	Safety-Kleen	\$259.18	Misc Maintenance - Hangar Area
* 71308	2/23/2023	SCS Engineers	\$834.50	PFAS Assessment Workplan - January 2023
* 71309	2/23/2023	Sherwin-Williams	\$127.51	Building Maintenance - Admin
* 71310	2/23/2023	S Lombardi & Assoc., Inc.	\$7,667.00	Airport Advertising
* 71311	2/23/2023	Ultrex Business Solutions	\$1.37	Equipment Lease - Usage Charge
* 71312	2/23/2023	Qovo Solutions Inc.	\$10,126.20	Camera Upgrades
* 71313	2/23/2023	Gsolutionz, Inc.	\$540.73	iCloud Voice Services - 12/22/22 - 01/22/23
* 71314	2/23/2023	Kimley-Horn and Associates, Inc.	\$8,464.76	SMX Specific Plan Support
* 71315	2/23/2023	ADK Consulting	\$14,499.08	Executive Search Services
* 71316	2/23/2023	New Life Restoration	\$2,789.85	Fire Station Kitchen - Mold Remediation
* 71317	2/23/2023	Contractor's Maintenance Service	\$1,017.41	Paint Striper
* 71318	3/2/2023	Adams, Chuck	\$300.00	Director's Fees
* 71319	3/2/2023	Adamski Moroski	\$8,589.50	Legal Counsel Service
* 71320	3/2/2023	AT&T	\$124.31	Telephone Service
* 71321	3/2/2023	Brown, Steve	\$500.00	Director's Fees
* 71322	3/2/2023	Consolidated Electrical Distributors, Inc.	\$1,703.96	Lighting Maintenance
* 71323	3/2/2023	Coast Networkx	\$210.00	Computer Support Services
* 71324	3/2/2023	City of Santa Maria - Alarm Permit	\$15.00	Alarm Permit Renewal Charges
* 71325	3/2/2023	Clark Pest Control	\$272.00	Building Maintenance - Terminal
* 71326	3/2/2023	Fenton, Kerry	\$50.00	Cell Phone Allowance
* 71327	3/2/2023	Frontier Communications	\$757.11	Telephone Service
* 71328	3/2/2023	Hayward Lumber Company	\$272.07	Main Hangar Roof
* 71329	3/2/2023	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 71330	3/2/2023	Letters, Inc.	\$21.00	Car Wash
* 71331	3/2/2023	Local Copies, Etc.	\$517.11	Window Envelopes
* 71332	3/2/2023	Outdoor Supply Hardware	\$666.77	Terminal/Admin/Hangar Maintenance

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71333	3/2/2023	Quinn Company	\$236.87	Mobile Home Park Maintenance
* 71334	3/2/2023	Reade, Veroneka	\$235.80	SWAAAE - Mileage Reimbursement
* 71335	3/2/2023	San Luis Powerhouse	\$675.00	Generator Quarterly Inspections
* 71336	3/2/2023	Santa Barbara Cnty Special District Assoc.	\$40.00	Special District Dinner Meeting
* 71337	3/2/2023	Sherwin-Williams	\$181.74	Building Maintenance - Admin
* 71338	3/2/2023	S Lombardi & Assoc., Inc.	\$8,140.00	Airport Advertising
* 71339	3/2/2023	Vision Communications Co	\$151.14	Misc Maintenance - Admin
* 71340	3/2/2023	Oberon3, Inc	\$50.00	Building Maintenance - Terminal
* 71341	3/2/2023	Baskett, David	\$200.00	Director's Fees
* 71342	3/2/2023	AEDs for Hearts	\$1,495.31	Philips FRx AED w/Child Key
* 71343	3/2/2023	Moreno, Ignacio	\$600.00	Director's Fees
		Subtotal	<u>\$104,911.69</u>	
ACH	2/22/2023	Umpqua Bank	\$14,813.39	Business Travel, Office Supplies
ACH	2/23/2023	Ready Refresh	\$167.41	Water Delivery
ACH	2/28/2023	Principal	\$2,453.37	Employee Dental/Life/Disability Insurance
ACH	2/28/2023	CalPers	\$5,334.65	Employee Retirement
ACH	3/1/2023	Aflac	\$277.56	Employee Voluntary Insurance
ACH	3/2/2023	Paychex	\$25,009.79	Payroll
ACH	3/2/2023	Pacific Premier Bank	\$1,077.88	Credit Card Fees
ACH	3/2/2023	Empower Retirement	\$4,503.82	Employee Paid Retirement
ACH	3/3/2023	Paychex	\$6,168.58	Payroll Taxes
ACH	3/3/2023	Paychex	\$183.03	Paychex Invoice
ACH	3/3/2023	Ready Refresh	\$168.71	Water Delivery
		Subtotal	<u>\$60,158.19</u>	
		Total	<u><u>\$165,069.88</u></u>	

RESOLUTION NO. 923

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT IMPOSING A SURCHARGE FEE TO CUSTOMERS FOR USE OF CREDIT CARDS

WHEREAS, the State of California Government Code Section §6159(h) et seq. allows the District to impose a fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the agency in providing for payment by credit or debit card or electronic funds transfer, and

WHEREAS, the District has determined that it has received many requests to pay for fees, services and other debts owed to the District by credit card; and

WHEREAS, the District has determined that it is in the best interest of the District, its citizens and the business community to accept credit cards to pay for fees, services and other debts owed to the District, and

WHEREAS, the District has investigated and determined that allowing payments by credit card requires the District to incur additional expenses for offering this service, and

WHEREAS, the use of credit cards and related processing costs are expected to increase further with the new online payment portal, and

NOW, THEREFORE, THE SANTA MARIA PUBLIC AIRPORT DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The District hereby finds and determines the above recitals are true and correct and incorporates them herein.

Section 2. Pursuant to Government Code section §6159(h)(1), the District approves Convenience Fees for Credit Card Payments as set forth below:

The Credit Card Convenience Fee amount shall be calculated at 2.25% of the transaction amount and added to the credit card transaction to be collected at point of sale for use of a credit card. These fees are to take effect immediately upon adoption.

Section 3. The District finds and determines that the Credit Card Convenience Fees outlined above do not exceed the actual transactional costs incurred by the District in providing for Credit Card Payments.

Section 4. The District General Manager and Manager of Finance and Administration are hereby authorized to take all actions necessary to implement and collect the Credit Card Convenience Fees.

PASSED AND ADOPTED at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held March 9, 2023, on motion of Director _____, seconded by Director _____, and carried by the following roll call vote:

AYES:
NOS:
ABSENT:
ABSTAIN:

Dated: March 9, 2023

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

Interim General Manager

By: _____
Ignacio Moreno, President

Approved as to form for District:

District Counsel

By: _____
David Baskett, Secretary



March 9, 2023

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

Subject: Authorization for one staff member to attend Liebert Cassidy Whitmore Public Sector Employment Law Conference to be held March 15-17, 2023, in San Diego, CA.

Summary

This conference offers a Human Resources Bootcamp and an overview of legal hot spots. Focusing on personnel issues for public employers.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$850.00	\$850.00
	Air Transportation	1			\$0.00
	Ground Transportation	1		\$357.63	\$357.63
	Lodging	1	3	\$389.47	\$1,168.41
	Meals	1	4	\$100.00	\$400.00
	Total:				\$2,776.04

Overall Impact:

2022-2023 Budget for Business Travel	\$83,660.00
Previously Approved Business Travel	\$67,022.70
Current Balance for Business Travel	\$16,637.30
Amount of this Request	\$2,776.04
Balance Remaining if Approved	\$13,861.26

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



March 9, 2023

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

Subject: Authorization to enter into an agreement with the lowest responsible bidder for the Station 6 Kitchen Remodel not to exceed \$31,185.00.

Discussion

In November, the Fire Department came to the District with concerns of mold in the fire station after a water leak below the kitchen sink was repaired. We had the area tested and mold was discovered in the cabinets below the sink. To remove the mold, we needed to demo walls, countertops, and cabinets that were not able to be reinstalled. We asked for three quotes to get the repair work done. We are currently in the process of getting a commitment from one of the companies to begin the work. The fire station has been without a kitchen for a few months now and request approval to move forward. This item was not accounted for in the capital budget, therefore, we are requesting an emergency reauthorization of capital funds to approve this project.

Recommendation

It is recommended that the Board authorize the General Manager to move forward with the lowest responsible bidder and to approve the expenditure.

Thank you,

Kerry Fenton
Interim General Manager

BUILDING SPACE LEASE

By this lease, dated March 9, 2023 and commencing April 1, 2023, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California, and Michael Whitford DBA West Coast Specialties, (herein called "Tenant").

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

District:	Santa Maria Public Airport District
District's Addresses:	3217 Terminal Drive Santa Maria, CA 93455
Tenant:	Michael Whitford dba West Coast Specialties 907 Amethyst Drive Santa Maria, CA 93455 Phone: (805) 310-2050
Airport:	Santa Maria Public Airport District Santa Maria, CA 93455
Premises:	3117-B Liberator Street at the Airport shown on diagram attached hereto as Exhibit "A" consisting of approximately 702 square feet of floor area.
Address of Premises:	3117-B Liberator Street Santa Maria, CA 93455

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

3. Lease Term. The term of this lease shall be month to month, commencing April 1, 2023, and continuing thereafter until this lease is terminated.

a. Early Possession. Notwithstanding anything in this lease to the contrary, provided that Tenant has delivered the security deposit required hereunder, Landlord shall permit Tenant to enter the Premises prior to April 1, 2023 solely for the purposes of (i) performing improvements (provided that such improvement work shall be performed in accordance with Article 9 hereof), and (ii) installing furniture, equipment or other personal property. Such possession prior to April 1, 2023 shall be subject to all of the terms and conditions of this lease, except that Tenant shall not be required to pay rent with respect to the period of time prior to April 1, 2023 during which Tenant occupies the Premises for such purposes.

4. Rent: Tenant shall during this lease pay to District as monthly rent, the sum of \$288 (Office-143 sq. ft. x \$0.53 + Shop-559 sq. ft. x \$0.38) on the first day of each calendar month, without prior notice, demand, deduction or offset, at District's office at 3217 Terminal Drive, or such other address as District may direct Tenant in writing (herein called "Base Rent").

5. Security Deposit. On execution of this lease, Tenant shall deposit with District \$576.00 as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, District can use the security deposit, or any portion of it, to cure the default or to compensate District for any damage sustained by District resulting from Tenant's default. Tenant shall immediately upon demand pay to District a sum equal to the portion of the security deposit expended or applied by District as provided in this section so as to maintain the security deposit in the sum initially deposited with District. If Tenant is not in default at the expiration of termination of this lease, District's obligations with respect to the security deposit are those of a debtor and not the trustee. District shall deposit and maintain the security deposit in a separate interest-bearing and federally insured account in the name of District with a bank, or savings and loan association in Santa Maria, subject to withdrawal and retention by District of all or any part of the amount on deposit or accrued interest to cure the default of Tenant or to compensate District for all damage sustained by District resulting from Tenant's default.

6. Late Payment Penalty. Tenant acknowledges that late payment by Tenant to District of rent will cause the District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent installment is due falls on a Saturday, Sunday, or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

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

8. Permitted Uses of Premises. Office space for sales and storage of aviation supplies, parts, and merchandise.

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

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

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

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

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

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

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

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

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

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

- (a) Comply with the rules, regulations and directives of District related to use of the Premises, Airport and its facilities.
- (b) Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Tenant's use of the Premises, the Airport, and Airport facilities.
- (c) Keep the Premises in good order and condition, free of trash and debris, at Tenant's expense.
- (d) Deliver possession of the Premises to District on termination of this lease in at least as good condition as it is at the inception of this lease, ordinary wear and tear or act of God excepted, and free of any personal property.
- (e) Pay, before delinquency, all taxes and assessments by any governmental agency on the leasehold interest of Tenant, including any possessory interest property tax assessed by the County of Santa Barbara, and on property of Tenant.

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

- (a) Store property outside the Premises.
- (b) Commit or suffer excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport.
- (c) Permit anyone else to use the Premises except Tenant's employees, customers and invitees.
- (d) Make use of the Premises or Airport in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard.
- (e) Use, keep or store in the Premises any combustible or inflammable liquids, gases or substances, unless authorized as Permitted Uses of the Premises.
- (f) Use any torches, heaters or other devices in the Premises that cause a flame or fire, except cigarette lighters.
- (g) Store in or on the Premises any property or articles or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 5 of this lease.
- (h) Park any refueling truck within twenty-five (25) feet of the building of which the Premises forms a part.

18. Damage or Destruction of Premises. In the event the Premises are damaged or destroyed and unfit for use by Tenant, either party may terminate this lease upon seven (7) days prior written notice thereof and the monthly rent will be prorated to the date of the damage or destruction.

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

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

21. Notices. All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Tenant at 907 Amethyst Drive, Santa Maria, CA 93455. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

22. Indemnity. Tenant agrees to indemnify, protect, defend (with counsel acceptable to District) and save harmless District, its directors, officers, employees, agents and representatives and the Leased Premises at all times from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services arising out of or in any way connected with, directly or indirectly, the acts or omissions of Tenant or its officers, agents, employees, guests, customers, visitors or invitees, or the operations of the Tenant on the Airport or the use or occupancy of the Leased Premises by Tenant, excepting only liability or loss caused by the sole active negligence of District or its willful misconduct.

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

24. Compliance with Laws. Tenant will abide by and comply with all applicable and valid laws, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning air quality and/or water quality, fire and/or occupational safety, which may apply to the conduct of Tenant's business at the Airport. Subject to the provisions of Paragraph 14, Tenant specifically agrees that it is a condition of the Tenant for which a Material Safety Data Sheet is required or otherwise reference or listed on Exhibit "B" will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material

Safety Data Sheet or the requirements of the governmental agency with authority to regular such storage, use and disposal. Tenant further agrees to maintain adequate storage and disposal on the leased premises and available for inspection at any reasonable time adequate records of material stores, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests for material shipped from the lease premises.

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

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

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

IN WITNESS WHEREOF, the parties have executed this lease.

Dated: March 9, 2023

District:

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Ignacio Moreno, President

Kerry Fenton, Interim
General Manager

Approved as to form
for District:

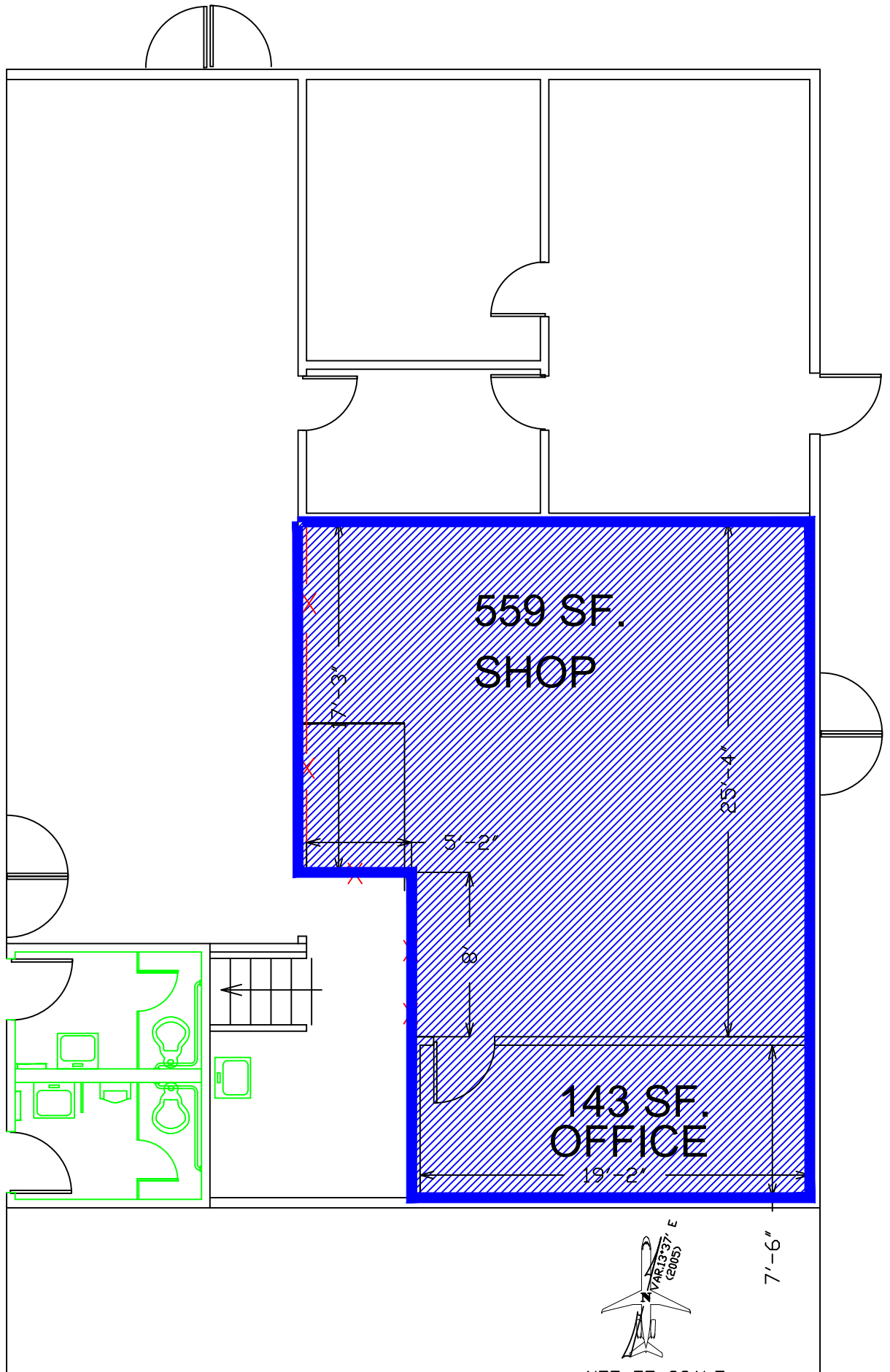
By: _____
Dave Baskett, Secretary

District Counsel

Tenant:

By: _____
Michael Whitford, President

Exhibit "A"



NOT TO SCALE



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

REVISIONS	
DATE	By:
1/11/06	RH

DRAWN BY:
BY: *RH*

APPROVED:
BY: _____

3117 B
3117 LIBERATOR ST

DRAWING NUMBER
3117 LIBERATOR
3117 B

C:\Users\Ratko\p\Santa Maria Public Airport District\Santa Maria Public Airport District Team Site - SMX\DATA Company Data\Drawings\AutoCad\BUILDINGS\3117 B LIBERATOR.dwg

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

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

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

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

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

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

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

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

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

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

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

C. ENVIRONMENTAL DAMAGES

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

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

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

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

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

EXHIBIT "C"

RIDER

Rider to the License Agreement dated March 9, 2023, herein called "License") between Santa Maria Public Airport District (herein called "District") and Michael Whitford DBA West Coast Specialties (herein called "Licensee").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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