



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

**Thursday
May 8, 2025**

**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, Brown, Clayton, Guy

- 1. MINUTES OF THE REGULAR MEETING HELD APRIL 24, 2025**
- 2. COMMITTEE REPORT(S):**
 - a) EXECUTIVE**
 - b) ADMINISTRATION & FINANCIAL**
 - c) SAFETY & SECURITY**
 - d) REAL ESTATE**
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT**
 - f) GOVERNMENT AFFAIRS**
 - g) MARKETING & PROMOTIONS**
 - h) GENERAL AVIATION**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
 - b) Budget Deviation**

5. **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 a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **PRESENTATION BY FOREFRONT POWER REGARDING DISTRICT SOLAR PROJECT.**
7. **MANDATORY REPORT ON STATUS OF VACANCIES AND RECRUITMENT (AB 2561).**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A SERVICE AGREEMENT BETWEEN THE DISTRICT AND AVIATION MANAGEMENT CONSULTING GROUP FOR AN AIRPORT RENTS STUDY AND AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE STATEMENTS OF WORK UNDER THE AGREEMENT.**
9. **RESOLUTION 944. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT AMENDING RATES AND CHARGES FOR 2025/2026 FISCAL YEAR.**
10. **RESOLUTION 945. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVING SALARIES AND SALARY INCREASES FOR DISTRICT EMPLOYEES FOR FISCAL YEAR 2025/2026.**
11. **AUTHORIZATION FOR GENERAL MANAGER TO EXECUTE THE LETTER OF AUTHORIZATION AND THE PRESIDENT AND SECRETARY TO EXECUTE THE THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT BETWEEN THE DISTRICT AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO SANTA BARBARA CELLULAR SYSTEMS, LTD, A GA LIMITED LIABILITY PARTNERSHIP, DBA AT&T WIRELESS SERVICES SUBJECT TO REVIEW AND APPROVAL BY DISTRICT COUNSEL.**
12. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER FOR THE U.S. CUSTOMS UPGRADES: BUILDING & SITE CIVIL BETWEEN THE DISTRICT AND NEWTON CONSTRUCTION & MANAGEMENT, INC.**
13. **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE NATIONAL TRANSPORTATION SAFETY BOARD TRANSPORTATION DISASTER ASSISTANCE DIVISION'S INITIAL RESPONSE PHASE AIRPORT INVESTIGATION AND FAMILY ASSISTANCE OPERATIONS OVERVIEW COURSE TO BE HELD JUNE 26, 2025, IN WASHINGTON, DC.**
14. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD APRIL 24, 2025

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, Brown, Guy, and Clayton. Manager of Finance & Administration Reade, and District Counsel Cheung. General Manager, Pehl, was absent.

1. MINUTES OF THE REGULAR MEETING HELD April 10, 2025. Director Adams made a Motion to approve the minutes of the regular meeting held April 10, 2025. Director Clayton Seconded, and it was carried by a 3-0 vote. Directors Brown and Guy abstained.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – The committee met to discuss an ongoing lease.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
 - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl was at the California Airports Council meeting. Nothing additional to report.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 073614 through 073663 in the amount of \$709,233.92, was recommended for approval as presented. Director Brown made a Motion to accept the Demand Register as presented. Director Adams Seconded, and it was carried by a 5-0 vote.
 - b) Budget vs. Actual. Received and filed.
 - c) Quarterly Investment Report. Received and filed.
 - d) Financial Statements. Received and filed.
 - e) Delinquent Tenant Report. Received and filed.
5. 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.

Martin Testa, a tenant, discussed his lease that is in place with the District. He disagreed with the classification of outdoor storage and asked for a smaller rental rate increase.

6. Consent Items are considered routine and may be approved by one motion. Any member of the Board or staff may request to have an item removed from the Consent Calendar. If an item is pulled, the President of the Board may consider hearing the item separately from the rest of the consent items. Members of the public wishing to speak on consent items may do so when recognized by the Presiding Officer.
 - a) Authorization for the President and Secretary to execute the Lease between the District and Restoration Masters. Director Moreno stated that he had a conflict and recused himself. Director Adams made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote. Director Moreno recused himself from the vote.
 - b) Authorization for the President and Secretary to execute the Lease between the District and New Life Bath & Kitchen.
 - c) Authorization for the President and Secretary to execute the Lease between the District and Testa Catering.

Directors Moreno and Brown stated that they had a conflict and recused themselves. A Motion was made to approve items 'b and c' by Director Clayton with the new lease term to begin on August 1st. Director Adams Seconded, and it was carried by a 3-0 vote. Directors Moreno and Brown recused themselves from the vote.
7. Authorization for the President and Secretary to execute a Service Agreement between the District and Aviation Management Consulting Group for an Airport Rent Study. This item was tabled until a later meeting.
8. Authorization for the General Manager to provide an annual sponsorship and serve as the primary member for the REACH Council. This item was tabled until a later meeting.
9. Authorization for the General Manager to execute Change Order No. 2 for the U.S. Customs Upgrades: Building & Site Civil between the District and Newton Construction & Management, Inc. This item was tabled until a later meeting.
10. Closed Session. At 6:27 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379).
 - b) Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of Subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (One case).

- c) Conference with Real Property Negotiators (Gov. Code Section 54956.8): 3249 Terminal Drive, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: City of Santa Maria Fire Department. Under Negotiation: Price and Terms for Station Lease.

At 7:02 pm, the Board and staff reconvened to Open Public Session.

There was one reportable action regarding item 10b. The board has voted 5-0 to reject the claim that was received by Dave Baskett.

11. Directors' Comments. Director Guy expressed how happy he was to be a part of this board of directors and the direction the District is moving in.

Directors Adams, Brown, Clayton, and Moreno all expressed the same sentiment as Director Guy.

12. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on May 8, 2025, at the regular meeting place. Director Adams made that Motion, Director Clayton 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 7:04 p.m. on April 24, 2025.

Ignacio Moreno, President

Steven Brown, Secretary

2024-2025

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073664 to 073694 and electronic payments on Pacific Premier Bank and in the total amount of \$189,199.14.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073664 to 073694 and electronic payments on Pacific Premier Bank in the total amount of \$189,199.14 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 MAY 8, 2025.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
73664	5/6/2025	Adams, Chuck	\$600.00	Director's Fees
73665	5/6/2025	American Industrial Supply	\$8.27	Weed/Wildlife Maintenance
73666	5/6/2025	AT&T	\$130.41	Telephone Service
73667	5/6/2025	Bomar Security & Investigation	\$8,400.38	Security Service
73668	5/6/2025	Brown, Steve	\$200.00	Director's Fees
73669	5/6/2025	City of Santa Maria	\$530.00	Construction Meter Fees
73670	5/6/2025	City of Santa Maria-Util Div	\$5,463.55	Utilities - Water
73671	5/6/2025	Consolidated Electrical Distributors, Inc.	\$641.42	Terminal Lighting Maint.
73672	5/6/2025	GCP WW Holdco LLC	\$119.60	Uniforms
73673	5/6/2025	Grainger	\$93.89	Office Equipment
73674	5/6/2025	Groveman Hiete LLP	\$17,232.50	Legal Consulting
73675	5/6/2025	Guy, Anthony Ted	\$100.00	Director's Fees
73676	5/6/2025	Hayward Lumber Company	\$145.44	Terminal Maintenance
73677	5/6/2025	Heath, Ray	\$3,575.20	Consulting Svcs- Contingencies
73678	5/6/2025	J B Dewar, Inc	\$664.51	Unleaded/Diesel Fuel
73679	5/6/2025	Jack's All American Plumbing	\$1,085.37	Terminal Maintenance
73680	5/6/2025	Kimball Midwest	\$59.81	Hangar Maintenance
73681	5/6/2025	Los Padres Fire Protection	\$4,746.97	Terminal/Hangar Maintenance
73682	5/6/2025	McMaster-Carr	\$354.02	Shop Supplies
73683	5/6/2025	Mission Linen Service	\$304.54	Uniform Service
73684	5/6/2025	Moreno, Ignacio	\$400.00	Director's Fees
73685	5/6/2025	Oberon3, Inc	\$50.00	Terminal Maintenance
73686	5/6/2025	RB Clean & Sweep	\$500.00	Street Sweeping
73687	5/6/2025	RRM Design Group	\$17,522.00	Bus. Park Spec Plan Amendment
73688	5/6/2025	Safety-Kleen	\$346.25	Misc Hangar Maintenance
73689	5/6/2025	Santa Barbara Cnty Special District Assoc.	\$40.00	Dinner Meeting
73690	5/6/2025	Santa Maria Valley Crop Service	\$10,547.91	Weed Abatement Chemicals
73691	5/6/2025	Service Star	\$12,748.05	Janitorial Service
73692	5/6/2025	The Widroe Group, Inc.	\$18,000.00	Consulting Services
73693	5/6/2025	United Rentals	\$599.55	Vehicle Maintenance
73694	5/6/2025	Verizon Wireless	\$1,081.66	Mobile Devices
Subtotal			<u>\$106,291.30</u>	
ACH	4/24/2025	Paychex	\$29,677.28	Payroll
ACH	4/24/2025	Paychex	\$8,016.47	Payroll Taxes
ACH	4/25/2025	Paychex	\$194.45	Paychex Invoice
ACH	4/28/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
ACH	4/28/2025	Umpqua Bank	\$7,424.04	Business Travel, Shop Supplies, Hangar Maint.

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	4/28/2025	Aflac	\$204.24	Employee Voluntary Insurance
ACH	4/28/2025	Clark Pest Control	\$1,255.00	Weed/Wildlife Maintenance
ACH	4/28/2025	Amazon Capital Services	\$1,343.34	Shop Supplies, Office Equipment, Signs
ACH	4/30/2025	Clark Pest Control	\$1,985.75	Weed/Wildlife Maintenance
ACH	5/1/2025	Principal	\$2,825.60	Employee Dental/Life/Disability Insurance
ACH	5/1/2025	CalPers	\$16,846.00	Unfunded Liability
ACH	5/5/2025	Ready Refresh	\$209.44	Water Delivery
ACH	5/6/2025	CalPers	\$7,353.53	Employee Retirement
Subtotal			<u>\$82,907.84</u>	
Total			<u><u>\$189,199.14</u></u>	



MEMORANDUM

DATE: May 8, 2025

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #2 for 2024-2025 Budget

It is recommended that the 2024 - 2025 Budget be amended to include the following changes:

Expenses				Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.)	86002	700	Consulting Professional	\$283,185	\$151,774	\$131,411
2.)	88609	700	Computer Software	\$175,904	\$143,500	\$32,404
3.)	86900	700	Election Expense	\$30,623	\$20,000	\$10,623
4.)	82410	700	Supplies Shop	\$36,016	\$30,000	\$6,016
Total				<u>\$525,727</u>	<u>\$345,274</u>	<u>\$180,453</u>

- 1.) Budget estimated a reduction in consulting for fiscal year ending June 30, 2025.
No reduction occurred.
- 2.) Unable to cancel software subscription.
- 3.) Budget estimate lower than actual cost.
- 4.) Still establishing baseline for office supplies after theft.

Veroneka Reade, Manager of Finance and Administration

Recommended: _____

Martin Pehl, General Manager

Approved Board Meeting
of May 8, 2025:

Steve Brown, Secretary



May 8, 2025

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

RECOMMENDATION: Hold a Public Hearing pursuant to California State Assembly Bill 2561 (AB 2561 codified at Cal. Govt. Code § 3502.3) and review and comment on the report of the status of District vacancies and recruitment and retention efforts

SUMMARY: AB 2561, which was signed into law on September 2024 with an effective date of January 1, 2025, requires public agencies, including the District, to hold at least one public hearing per fiscal year to report on vacancies and recruitment efforts and to identify any policies, procedures, and recruitment activities that may present obstacles in the agency's hiring process. AB 2561 also provides all recognized employee organizations the opportunity to make a presentation to the Board. The District employees have elected not to exercise their rights to form a recognized employee organization as that term is defined in the Employee Relations Policy.

DISCUSSION: At the public hearing, staff will provide an update on current vacancies within the District, as well as the District's recruitment and retention efforts. The District is committed to positive employee engagement and has numerous programs in place to foster positive employee experiences such as a comprehensive onboarding program, employee engagement and recognition programs, A five percent (5%) longevity increase is available after 10 years of continuous employment and a ten percent (10%) at twenty years. The District is currently updating the personnel policy to include alternative work schedules and telework. Training and career growth opportunities are made available to staff with full reimbursement available to employees with a grade point average of 2.5 or better in each course taken. The current vacancy rate for positions in the District is 0%. The District employs a recruiting firm committed to quality and efficient recruitment processes designed to attract well-qualified candidates. Recruitments within the District are not ongoing with no current vacancies of staff. AB 2561 also provides that the District should identify any necessary changes to policies and procedures that may present obstacles in the hiring process. Staff continues to employ modern and efficient recruitment processes to fill vacant positions and will continue to review processes to look for ways to improve the effectiveness of the process.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.

SANTA MARIA PUBLIC AIRPORT DISTRICT
SERVICE AGREEMENT – STANDARD TERMS AND CONDITIONS

This Service Agreement (the “Agreement”) is effective May 8, 2025 (the “Effective Date”) and is by and between the Santa Maria Public Airport District, a public airport district formed pursuant to Public Utilities Code Section 22001 *et. seq.* (the “District” or “Client”) and the Aviation Management Consulting Group Inc., a Colorado Domestic Profit Corporation (the “Contractor”, and collectively with the District, the “Parties”).

1. Services. District desires to retain Contractor to perform certain studies regarding rents, rates, fees, and other charges of the District. Consultant shall provide professional services (the “Services”) for District as set forth in statements of work executed by the parties from time to time (each, a “Statement of Work”). Contractor will perform the Services and provide any deliverables in accordance with the descriptions, specifications, and delivery schedule in the applicable Statement of Work. If a Statement of Work does not set forth a delivery schedule or milestones for the performance of the Services, then Contractor will perform such Services with due diligence under the circumstances. Pursuant to the terms and subject to the conditions set forth in these Standard Terms and Conditions and the Statement of Work, District hereby engages Contractor to provide the Services set forth in the Statement of Work to District beginning on the effective date specified in the Statement of Work (“SOW Date”).

2. General. These Standard Terms and Conditions are intended to supplement the Statement of Work and shall be read with the Statement of Work. All defined terms in these Standard Terms and Conditions shall apply to the Statement of Work. If there is a conflict between these Standard Terms and Conditions and the Statement of Work, the terms of the Statement of Work shall govern.

3. Fees and Payment. Fees and payments are set forth in the Statement of Work. However, under no circumstances shall the total amounts paid by District to Contractor for any and all work performed under this Agreement exceed eighty-thousand dollars (\$80,000) without an express amendment to this Agreement signed by the Parties.

4. Conditions. Contractor represents and warrants that it is and at all times during the Agreement will be in full compliance with applicable state, federal and local laws including, without limitations, the guidelines and regulations set forth by the United States Federal Aviation Administration.

5. Term; Termination.

A. **Term.** The term of the Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the Agreement, shall continue for a term of one (1) year from the Effective Date unless earlier terminated in accordance with this Agreement.

B. **Termination.** Notwithstanding any other provision in the Agreement, either Party may terminate the Agreement at any time on thirty (30) days prior written notice.

6. Authority; Representations. Each of the Parties hereto represents to the other that: (A) it has the authority or other requisite power and authority to execute, deliver and perform the Agreement, (B) the execution, delivery and performance of the Agreement by it have been duly authorized by all necessary corporate or agency actions, (C) it has duly and validly executed and delivered the Agreement, and (D) the Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles. Upon approval of this Agreement by the District’s Board of Directors, the District’s General Manager is authorized to approve Statements of Work on behalf of the District.

7. Relationship of the Parties. Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and that the Parties are independent contractors and neither Party shall have authority or power to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose. In accepting the Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which could conflict in any manner or degree with the performance of the

Agreement. Contractor further covenants that, in the performance of the Agreement, it will not employ any subcontractor or person having such an interest.

8. Indemnity. To the fullest extent allowed by law, Contractor shall defend, indemnify and save harmless the District, and each of its constituent agencies, and each of their officers, board members, council members, officers, and all agents and employees of the District and agencies from any and all claims, demands, damages, costs, expenses, judgments or liability (including attorneys and other legal fees and costs) arising out of the Agreement or performance of the Services including, without limitation, predicated upon theories of violation statute, ordinance, or regulation, professional malpractice, negligence, or recklessness, including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, employment claims (including, without limitation, wage and hour, improper employee classification, harassment, discrimination, state and federal and state income or employment tax withholding, failure to comply with workers' compensation laws) and or any act or omission to act, whether willful, intentional or actively or passively negligent on the part of Contractor or his agents, employees or other Contractors directly responsible to Contractor and providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor or Contractor's agents, employees or other independent Contractors and the District its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, or judgments resulting solely from the intentional or active negligence of the District.

9. Insurance. Contractor shall obtain and maintain for the entire term of the Agreement at the Contractor's expense, and Contractor shall not perform any work under the Agreement until after Contractor has obtained comprehensive general public liability insurance with companies acceptable to the District, and which are authorized to issue such insurance in the State of California, including:

A. Liability Insurance. Contractor shall maintain at all times during the entire term of the Agreement, bodily and personal injury, including death resulting therefrom, and property damage insurance. This liability insurance shall include, but not be limited to,

protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of the Contract in the amount of \$1,000,000/occurrence and \$2,000,000/aggregate, with the District listed as additional insured - Form CG 20 10, with coverage for Automobile Liability with \$500,000 combined single limit per accident for "any auto" and the District listed as additional insured. A certificate alone is not acceptable. The policies shall also provide:

- i. Contractor's insurance shall be primary and the District insurance not contributory;
- ii. Should any of the requested policies be canceled before the expiration date, notice will be provided in accordance with Contractor's policy provisions; and
- iii. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor may be held responsible for payment or damages resulting from Contractor's Services or operations pursuant to the Agreement.

D. Workers' Compensation as required by the State of California. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the District, its officers, officials, employees, representatives, or agents.

E. Employer's Liability. Contractor shall maintain Employer's liability insurance in the amount of \$ \$1,000,000 per accident for bodily injury or disease.

F. Termination for Failure to Comply. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish the District with required proof that insurance has been procured and is in force and paid for, the District shall have the right, without obligation, to terminate the Agreement, without prejudice to its rights of indemnification under the Agreement.

10. Faithful Performance/Security Instrument. The District reserves the right to require the Contractor to furnish a Faithful Performance Security Instrument, in the form of a performance bond up to \$1,000,000 to cover any clean up, waste hauling, waste disposal, and fines levied against the District arising from non-performance by Contractor or its subcontractors. Contractor must furnish said instrument within ten (10) working days upon receipt of written notice by the District. Any bond or letter of credit must be executed

by a responsible surety that is authorized to transact business in the State of California. If the Contractor should fail to furnish the security instrument for the full amount within ten (10) working days, the Agreement may be terminated by the District at its election.

11. Public Records Act Disclosure. Contractor is advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the District may be subject to public disclosure as required by the California Public Records Act (Government Code Section 6250 *et seq.*). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in Government Code Section 6254.7. The District will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Contractor that the Contractor has reasonably designated in writing to the District as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Contractor if disclosure is deemed by the District to be required by law or by court order.

11. Nondiscrimination. In providing the Services pursuant to the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, medical condition or other protected class identifier. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to any protected class under state or federal law. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable federal, State and local laws and regulations including all applicable policies concerning nondiscrimination and equal opportunity in contracting.

12. Drug-Free Workplace Policy. Contractor acknowledges that the District agencies adhere to policies regarding a drug free workplace.

13. Prevailing Wage. Contractor acknowledges the

requirements of Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance.” Contractor shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

14. Violation Notification. Contractor must agree to notify the District’s General Manager within five (5) working days if any of the following occur between now and termination of the Agreement:

A. The Contractor or its subcontractors are served with a notice of violation of any laws, regulations or permits that relates to or impacts Contractor’s performance under the Agreement.

B. Proceedings are commenced against the Contractor or its subcontractors that could lead to revocation of permits or licenses that relate to the Services specified in the Statement of Work.

15. Entire Agreement; Amendments. The Agreement contains the entire terms and conditions agreed upon by the Parties. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of the Agreement are merged into the Agreement. The Agreement may be amended only by an instrument signed by the Parties. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and subject to the District budget and funding.

16. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the Agreement.

17. Waiver. No delay or failure to require performance of any provision of the Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and will apply only to the specific instance expressly stated.

18. Governing Law and Venue. The Parties hereto agree that the provision of the Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the

formation, interpretation, and performance of this Agreement shall be in Santa Barbara County, California.

19. Counterpart and Digital Signatures. The Agreement may be executed in multiple counterparts which, when combined, shall constitute the same instrument. The Agreement may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), and Uniform Electronic Transactions Act (“UETA”), unless a handwritten signature is required by law. “Electronic signature” for the purposes of this Section 19, shall have the meaning as stated in California Civil Code Section 1633.2(h), as may be amended.

20. Limitation of Liability. In no event shall either Party be liable under the Agreement for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of the Agreement, regardless of (A) whether such damages were foreseeable, (B) whether it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

21. Notices. Any notice, request, or other communication to any party by any other Party as provided for herein shall be given in writing and shall be deemed given on the earlier of the date: (i) actually received and acknowledged; (ii) five (5) days after mailing by certified or registered mail, return receipt requested; or (iii) immediately following its delivery, evidenced by receipt, to any reputable overnight

carrier or transmission via facsimile or email, in each case properly addressed to the intended recipient at its address (or facsimile transmission number or email address) set forth in the Statement of Work.

22. Assignment. The Client may assign the Agreement to its constituent agencies, provided they assume the obligations set forth herein. The Agreement shall not be assignable in whole or in part by Contractor without the prior written consent of Client, except that Contractor may assign any of its rights pursuant to the Agreement to its affiliates or successor, if any. Additionally, but not by way of limitation, the services and performance under the Agreement by Contractor may be performed by one or more subsidiaries, affiliates and/or subcontractors, at Contractor's discretion, provided Contractor remains obligated to comply with the terms of the Agreement.

23. Interpretation. The section/paragraph headings contained in the Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of the Agreement.

24. Counterparts; Signatures. The Agreement may be signed in counterparts, each of which shall constitute an original. The Agreement may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), and Uniform Electronic Transactions Act (“UETA”), unless a handwritten signature is required by law. “Electronic signature” for the purposes of this Section 24, shall have the meaning as stated in California Civil Code Section 1633.2(h), as may be amended.

(Signature page or pages follow)

Exhibit A
Statement of Work - SAMPLE

This Statement of Work (“SOW”) is entered into as of [DATE] (“SOW Date”) between the Santa Maria Public Airport District (“District”) and Airport Management Consulting Group, Inc. (“Contractor”) pursuant to the Services Agreement between District and Consultant dated May 8, 2025 (the “Agreement”). Contractor agrees to provide to District the Services set forth in this Statement of Work, in accordance with the terms of this SOW and the Agreement, for the fees set forth in this Statement of Work. Terms not defined in this SOW have the same meaning set forth in the Agreement.

1. SOW Number: [#]

2. Services Term

- a. Start Date: SOW Effective Date
- b. End Date: On or around [DATE]

3. Description of Services and Planned Deliverables.

The purpose of this SOW is to assist District with [TASKS].

Contractor will work interactively with relevant District staff to provide the following Services:

Item #	Planned Deliverable
1	Review (or prepare as needed) ...
2	Prepare for and/or support ...
3	Assist with drafting ...
4	Coordinate and assist with timely filing of ...
5	Ad hoc projects as requested

Services are highly dependent on the availability of relevant District staff, which could impact the timing to complete the Services during the Services Term. All Services are being provided on a time and materials basis. District’s requirements may change during the Services Term. Accordingly, Contractor gives no warranty that the Planned Deliverables detailed above will be completed within the Total Fees detailed below.

4. Fees.

Estimated hours: [X] Hours
*Based on the deliverables schedule to be determined by the Parties
Hourly rate: See attached fee schedule
Fees: \$[###]
Estimate Travel & Expenses: \$[###]
Total Estimated Fees: \$[###]

Fees and Travel & Expenses are estimates and subject to change based on actual hours required to complete the Services, and actual expenses incurred (if any). The fees herein are for budgetary purposes only.

5. Payment. Invoices shall be paid by District in accordance with the terms of the Agreement.

6. Project Manager/Point of Contact.

	Contractor Project Manager	District Project Manager
Name:		
Title:		
Email:		
Phone:		

8. “Out of Scope” Deliverables.

Any features and/or deliverables that are not contemplated and described in this Statement of Work shall be considered “Out of Scope” of this Statement of Work. Any unauthorized modifications to the project scope, by either party, are “Outside the Scope” of this Statement of Work.

9. Notification of Completion.

This SOW will be deemed completed on the earlier of (i) the End Date of this SOW and no extensions have been submitted and approved by both parties or (ii) when either party terminates this SOW in accordance with the termination provisions contained in the Agreement.

The parties hereby execute this SOW through their duly authorized representatives as of the SOW Effective Date above.

“Contractor”

Signature: **SAMPLE**

Print Name:

Title:

Date: _

“District”

Signature: **SAMPLE**

Print Name:

Title:

Date:

Exhibit B
Contractor Work Proposal

[This work proposal dated April 24, 2025, is attached herein for illustrative purposes only and is not intended to reflect acceptance of its terms by the Parties. The specific description of services, fees, and deliverables shall be contained in a Statement of Work signed by the Parties.]



Prospect: Santa Maria Public Airport District (District)
3217 Terminal Drive
Santa Maria, California 93455

Contact: Veroneka Reade, Manager of Finance and Administration

Location: Santa Maria Airport (Airport)

Services: Airport Rent Study and Airport Fee Study

Scope: Aviation Management Consulting Group (AMCG) will provide the scope of services outlined in the following elements:

Element 1: AMCG proposes conducting an *Airport Rent Study* to estimate an opinion of market rent for certain Airport land and improvements (Subject Properties) for the District at the Airport.

Element 2: AMCG proposes conducting an *Airport Fee Study* to establish aeronautical and administrative fees to help recover the operating expenses and non-operating sources of funds (e.g., non-AIP or other grant funds) that have been and are anticipated to be incurred by the District relating to the planning, development, operation, and management of the Airport.

The proposed work plans are provided in **Attachment A**.

Fees: Based on the proposed scope of services, attached work plans, and AMCG's experience with similar projects, the *Airport Rent Study* can be provided for a fixed fee of \$39,100 and the *Airport Fee Study* can be provided for a fixed fee of \$36,550.

AMCG VALUES THE OPPORTUNITY TO CONTINUE WORKING WITH THE DISTRICT AND WE TRULY APPRECIATE YOUR CONFIDENCE IN OUR SERVICES. AS SUCH, AMCG WILL APPLY AN EXISTING CLIENT DISCOUNT OF 5.0% FOR A **DISCOUNTED FEE OF \$37,145 (AIRPORT RENT STUDY) AND \$34,725 (AIRPORT FEE STUDY) FOR A TOTAL DISCOUNTED FEE OF \$71,870.**

Expenses: An expense allocation of \$3,500 is included in the Fees identified herein to cover the direct (project-related) expenses for the proposed scope of services and work plan. The expense allocation includes one site visit that will consist of two people for two days on-site. Any direct (project-related) expenses incurred by AMCG more than the expense allocation would be reimbursed to AMCG (at cost without mark-up).

Direct (project-related) expenses include air and ground transportation, lodging, subsistence, and costs for outside services (e.g., overnight or courier service, copying, printing, and document production/duplication, etc.).

Schedule: Notwithstanding circumstances beyond AMCG's control and based on AMCG's experience with similar projects, the proposed scope of services and work plan can be completed within 18 weeks from the site visit date.

Other: This proposal is valid through June 20, 2025, and is subject to change thereafter including, but not limited to, withdrawal in whole or in part. Fees and expenses (and completion of the project in accordance with the schedule) are dependent on the: (1) quality, composition, and timeliness of the information provided to/obtained by AMCG and (2) the time required by the District, its representatives, or others to review draft work products and/or provide comments.

A signed Project Authorization Agreement will be required to commence work on the project.



ATTACHMENT A – WORK PLANS

Airport Rent Study

AMCG proposes conducting an *Airport Rent Study* to estimate an opinion of market rent for certain Airport land and improvements (Subject Properties) identified in the following tables:

Box Hangar Summary			
Address	Identification	Number of Units	Size (SF)
3115 Airpark Drive	A-C	3	2,160
3117 Liberator Street	A	1	1,287
	C	1	2,475
	D	1	2,649
	E	1	2,200
3119 Liberator Street	North	1	3,120
	South	1	3,690
3121 Liberator Street	N/A	1	2,100
3125 Liberator Street	Wyatt	1	4,465
	Hensley	1	4,465
3001 Airpark Drive	A, D, H	3	2,119
	B, G	2	2,064
	C, F	2	2,027
	E	1	2,109
3029 Airpark Drive	A, F	2	3,098
	B-E	4	3,040
3035 Airpark Drive	A	1	1,982
	B-D, G-J	7	1,839
3043 Airpark Drive	B-G	7	3,040
3105 Airpark Drive	A-G	8	3,115
Total		49	128,990

Community Hangar Summary			
Address	Identification	Number of Units	Size (SF)
3203 Lightning Street	108	1	11,895
	128	1	11,702
3409 Corsair Circle	N/A	1	10,800
3940 Mitchell Road	N/A	1	21,700
3944 Mitchell Road	N/A	1	6,400
Total		5	62,497

Small T-Hangar Summary			
Address	Identification	Number of Units	Size (SF)
3039 Airpark Drive	C-Q	15	994
3107 Airpark Drive	B-R	14	870
3109 Airpark Drive	B-L	9	940
3111 Airpark Drive	B-L	10	963
Total		48	45,180

Medium T-Hangar Summary			
Address	Identification	Number of Units	Size (SF)
3005 Airpark Drive	C-Q	15	1,078
3009 Airpark Drive	B-L	10	1,040
3011 Airpark Drive	B-L	10	1,000
3019 Airpark Drive	B-L	10	1,000
3023 Airpark Drive	B-L	10	1,040
3027 Airpark Drive	B-L	10	1,026
3031 Airpark Drive	B-L	10	1,026
3103 Airpark Drive	B-R	16	1,043
Total		91	94,178

Office Summary			
Address	Identification	Number of Units	Size (SF)
3119 Liberator Street	North	1	720
3123 Liberator Street	N/A	1	1,056
3203 Lightning Street	East (1st floor)	1	3,367
	East (2nd floor)	1	3,367
	West (1st floor)	1	4,417
	West (2nd floor)	1	4,285
3409 Corsair Circle	1st floor	1	1,915
	2nd floor	1	2,386
3940 Mitchell Road	1st floor	1	3,174
	2nd floor	1	2,647
3944 Mitchell Road	East	1	1,120
	West	1	1,120
Total		12	29,574

Terminal Space Summary			
User	Identification	Number of Units	Size (SF)
Air Carrier	Counter Space	N/A	TBD
	Office Space	N/A	TBD
	Baggage Area	N/A	TBD
	Storage/Other	N/A	TBD
Rental Car	Counter Space	N/A	TBD
	Office Space	N/A	TBD
	Storage Space	N/A	TBD
	Ready Parking	N/A	TBD
Miscellaneous	Restaurant	N/A	TBD
	Shuttle Space	N/A	TBD
	TSA Facilities	N/A	TBD
Total		N/A	N/A

Shop/Storage Summary			
Address	Identification	Number of Units	Size (SF)
3409 Corsair Circle	N/A	1	823
Total		1	823

Apron Summary			
Address	Identification	Number of Units	Size (SF)
3409 Corsair Circle	N/A	1	4,500
N/A	Up to 99,999	N/A	TBD
	100,000 and greater	N/A	TBD
Total		N/A	4,500

Aeronautical Land Summary			
Address	Identification	Number of Units	Size (SF)
N/A	Up to 49,999	N/A	TBD
	50,000 - 249,999	N/A	TBD
	250,000 - 999,999	N/A	TBD
Total		N/A	N/A

Aeronautical Land and Improvements

To estimate the market rent for aeronautical airport properties, AMCG will analyze rental rates on a comparative basis for similar land and improvements at comparable and competitive airports (and at national and regional airports) to support a market based rental rate conclusion for each component of the Subject Properties. If fees are charged in lieu of or in addition to rent, AMCG will take that into account.

MARKETPLACE CONSIDERATIONS

General conditions, trends, and demographics in the market will be considered by AMCG (as appropriate).

OTHER CONSIDERATIONS

AMCG will review the highest and best use of the Subject Properties but assume the highest and best use will continue as an aviation-related aeronautical use, that the Subject Properties will continue to be part of an operating airport, and that access to the infrastructure and amenities of the airport will be available.

Work Plan

To accomplish the scope of work for an ***Airport Rent Study***, AMCG will complete the following:

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a virtual project initialization meeting with Airport management to discuss (1) the methodology and Subject Properties, (2) the information to be gathered in Task 2, and (3) site visit coordination in Task 3.

TASK 2: INFORMATION COLLECTION

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. AMCG will provide a written information request to help facilitate this process.

TASK 3: SITE VISIT

Conduct a site visit to include: (1) a site visit initialization meeting with Airport management, (2) a tour of the Airport and Subject Properties, (3) photographs of the Subject Properties, and (4) meetings with select stakeholders (i.e., representatives of the aviation businesses and/or non-commercial entities) – as determined by Airport management working in collaboration with the team and based on available budget and schedule.

While on-site, AMCG will review the location of and access to the Subject Properties and work with representatives of Airport management to verify/confirm (as necessary) the type, use, and attributes of each property. AMCG will review and analyze additional information, data, and documentation obtained during the site visit and conduct additional research.

TASK 4: RESEARCH AIRPORT IDENTIFICATION

Develop a preliminary list of comparable and competitive airports (based on the Airport's existing infrastructure and activity indicators) for review by Airport management. AMCG will identify regional airports.

The selection of comparable airports and the assimilation and analysis of data for similar properties (including, but not limited to, type, use, and attributes) at comparable and competitive airports is essential to the rent study process.

AMCG COMPILED A DATABASE OF THE 19,536 AIRPORTS LOCATED IN THE UNITED STATES INCLUDING 3,332 PUBLIC-USE, NPIAS DESIGNATED AIRPORTS.

Multiple variables will be considered when identifying and selecting comparable airports including, but not limited to, the following:

- Infrastructure (number, configuration, and capacity of runways and taxiways)
- Approaches (precision versus non-precision)
- Presence or absence of a control tower
- Number and type of aviation businesses (including the number of fuel providers)
- Amount of available land for aviation development (and related land use considerations)
- Type of market
- Number and type of airports in the market
- Activity levels (based aircraft, aircraft operations, and fuel volumes)

TASK 5: COMPARATIVE ANALYSIS

Collect, review, and analyze information, data, and documents from comparable, competitive, regional, and national airports using AMCG's proprietary database, reference library, and/or directly from the airports identified in Task 4.

AMCG MAINTAINS AN EXTENSIVE DATABASE OF MORE THAN 725 AIRPORTS LOCATED IN THE UNITED STATES WITH MORE THAN 4,600 DATA POINTS SPECIFICALLY FOR THIS PURPOSE.

AMCG will derive the market rental rate for the Subject Properties (by component and use).

CONSIDERATION OF REGIONAL AND NATIONAL AIRPORT DATA

As a supplement to the comparable and competitive airport data, the rental rates being charged at airports within the FAA's Western-Pacific Region as well as those being charged at airports located throughout the United States – as maintained within AMCG's proprietary database – will be considered by AMCG.

IDENTIFICATION AND SELECTION OF SIMILAR PROPERTIES (CRITERIA)

AMCG will consider the following factors when identifying and selecting similar properties at comparable and competitive airports, including, but not limited to, the following:

- Use (commercial versus non-commercial)
- Size (usable versus unusable)
- Location and access (landside and airside) to/from the Subject Properties, infrastructure, and utilities
- Lease terms and conditions
- Type, quality, condition, and functional utility or limitations of the Subject Properties (this includes, but is not necessarily limited to, any restrictions on the development of the land, the availability of utilities, and the ability of the land to support the aircraft that normally frequent the subject airport)

THE RENTAL RATES BEING CHARGED FOR SIMILAR PROPERTIES AT COMPETITIVE AIRPORTS WILL BE CONSIDERED AS WELL (AS APPROPRIATE).

TASK 6: DRAFT DOCUMENT (FIRST)

Develop the first draft of the appraisal report in summary format (based on the comparative analysis) conveying the market rental rate for the Subject Properties (by component and use) and provide to Airport management for review.

DETERMINING MARKET RENTS

Based on an analysis of the data compiled, AMCG will conclude a market-based and supported rental rate for each component of the Subject Properties.

A written appraisal report in summary format will be provided as the final work product or deliverable. In addition to conveying AMCG's opinion of the market rental rate for the Subject Properties, the appraisal report will describe and summarize the data, reasoning, and analysis (and identify the approach utilized) to develop AMCG's opinion.

Unless otherwise noted, market rental rates will be conveyed on a "per square foot per year" or "per unit per month" and a "triple net" basis. As part of the rent study process, AMCG will evaluate the market rental rates for reasonableness to ensure compliance with federal mandates.

TASK 7: WORKING SESSION – DRAFT DOCUMENT

Conduct a virtual working session with Airport management to review the draft appraisal report and provide comments, identify questions, and make recommendations.

TASK 8: DRAFT DOCUMENT (SECOND AND FINAL)

AMCG will finalize and provide the final appraisal report.

Airport Fee Study

AMCG proposes conducting an *Airport Fee Study* to establish aeronautical and administrative fees to help recover the operating expenses and non-operating sources of funds (e.g., non-AIP or other grant funds) that have been and are anticipated to be incurred by the District relating to the planning, development, operation, and management of the Airport. It is important to note AMCG believes the basis for aeronautical fees is cost-recovery, influenced by airport demand and industry trends. AMCG understands the current aeronautical and administrative fees include:

- | | |
|---|---|
| <p>➤ Aeronautical</p> <ul style="list-style-type: none">○ Landing Fee (Scheduled Air Carrier, Nonscheduled Air Carrier, Freight, USFS)○ Fuel Flowage Fee (Jet, Avgas)○ Non-Airworthy Aircraft Storage○ Monthly Tiedown (single-engine, multi-engine)○ Monthly Tiedown (freight, mooring)○ AOA Access Card (initial, renewal, re-activation)○ SIDA Access Card (initial, renewal, re-activation)○ Lost Card Replacement | <p>➤ Administrative</p> <ul style="list-style-type: none">○ Concession Fee (Rental Cars)○ Concession Fee (Restaurant)○ Percentage of Gross (Vending)○ Boardroom Use Fee○ Special Event Permit○ Use Permit○ Filming Permit (Aeronautical Impact)○ Filming Permit (No Aeronautical Impact)○ Abandoned Vehicle Removal Fee○ Copy Fee○ Security Deposit (Hangar, Storage Units) |
|---|---|

Under Phase I, AMCG will (1) review the current fee program for the Airport, (2) the methodologies currently being utilized to establish the fees and the basis (or the unit measure) currently being deployed for charging fees, and (3) identify current industry practices for establishing airport fees including summarizing the types of fees generally being charged, the methodologies generally being utilized, and the measures generally being deployed in the industry. The Phase I summary report will provide AMCG's findings and recommendations regarding the types of fees that could be charged, the methodology for establishing such fees, and the basis (or the unit measure) for charging such fees.

Under Phase II, once the types of fees, the methodologies, and the basis for charging fees have been selected by the District, AMCG will conduct a cost recovery financial analysis of the Airport's operating expenses and non-operating sources of funds and calculate fees (dollar amounts for each fee) for the Airport.

Work Plan

To accomplish the scope of work for an ***Airport Fee Study***, AMCG will complete the following:

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a virtual project initialization meeting with Airport management to discuss (1) historical challenges at the Airport, (2) the information to be gathered in Task 2, and (3) site visit coordination to be conducted in Task 3.

TASK 2: INFORMATION COLLECTION

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. AMCG will provide a written information request to help facilitate this process.

Review current fee program for the Airport, including the types of fees currently being charged at the Airport, the methodologies currently being utilized to establish the fees, and the basis (or the unit measure) currently being deployed for charging fees.

Identify current industry practices for establishing fees including summarizing the types of fees generally being charged, the methodologies generally being utilized, and the measures generally being deployed in the industry.

TASK 3: SITE VISIT

Conduct a site visit to include: (1) a site visit initialization meeting with Airport management and (2) a tour of the Airport.

While on-site, AMCG will discuss the current fee program and understand the methods and metrics utilized to collect fees. Also, AMCG will discuss questions pertinent to the accounting protocols and financial statements in preparation for the cost-recovery analysis.

TASK 4: RESEARCH AIRPORT IDENTIFICATION

Develop a preliminary list of comparable airports (based on the Airport's existing infrastructure and activity indicators) for review by Airport management. AMCG will identify regional airports.

AMCG COMPILED A DATABASE OF THE 19,536 AIRPORTS LOCATED IN THE UNITED STATES INCLUDING 3,332 PUBLIC-USE, NPIAS DESIGNATED AIRPORTS.

Multiple variables will be considered when identifying and selecting comparable airports including, but not limited to, the following:

- Infrastructure (number, configuration, and capacity of runways and taxiways)
- Approaches (precision versus non-precision)
- Presence or absence of a control tower
- Number and type of aviation businesses (including the number of fuel providers)
- Amount of available land for aviation development (and related land use considerations)
- Type of market
- Number and type of airports in the market
- Activity levels (based aircraft, aircraft operations, and fuel volumes)

TASK 5: COMPARATIVE ANALYSIS

Collect, review, and analyze information, data, and documents from comparable airports using AMCG's proprietary database, reference library, and/or directly from the research airports.

AMCG MAINTAINS AN EXTENSIVE DATABASE OF MORE THAN 700 AIRPORTS LOCATED IN THE UNITED STATES WITH MORE THAN 4,600 DATA POINTS SPECIFICALLY FOR THIS PURPOSE.

TASK 6: DRAFT DOCUMENT (PHASE I)

AMCG will prepare the first draft of the report (based on the comparative analysis) to include (1) the identification of current industry practices for establishing aeronautical and administrative fees including summarizing the types of fees typically being charged in the industry, the methodologies typically being utilized in the industry to establish fees, and the basis typically being deployed in the industry for charging fees and (2) the comparison of the current fee program at the Airport to the current fee programs at comparable airports.

TASK 7: WORKING SESSION – PHASE I

AMCG will conduct a virtual review session with Airport management to review the draft summary report conveying the comparative analysis.

TASK 8: COST RECOVERY ANALYSIS

Conduct a cost recovery analysis of the aeronautical fees based on the types, the methodologies, and the basis selected by Airport management.

TASK 9: DRAFT DOCUMENT (PHASE II)

Calculate proposed fees (dollar amounts for each fee) for the Airports based on the cost recovery analysis with consideration to the comparative analysis findings. Prepare the second draft of the report to include a recommended Schedule of Fees.

TASK 10: WORKING SESSION – PHASE II

AMCG will conduct a virtual working session with Airport management to review the cost recovery analysis, the fee calculations, and the draft report.

TASK 11: DRAFT DOCUMENT (FINAL)

AMCG will finalize the summary report and provide the final report.

RESOLUTION 945

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVING SALARIES AND SALARY INCREASES FOR DISTRICT EMPLOYEES FOR FISCAL YEAR 2025-2026

WHEREAS, Resolution 513, the Board of Directors approved a Memorandum of Understanding between the District and the Santa Maria Public District Employees' Association which adopted, among other things, an Employee Relations Policy ("Employee Relations Policy") and established a process for recognition of employee organizations: and

WHEREAS, the District employees have elected not to exercise their rights to form a recognized employee organization as that term is defined in the Employee Relations Policy; and

WHEREAS, the Board of Directors wishes to establish salaries and provide for salary increases for District employees.

BE IT THEREFORE RESOLVED, by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Affected employees shall receive a 3% (three percent) cost of living increase based on the Consumer Price Index, all items 1982-84=100, Los Angeles-Long Beach-Anaheim, for all Urban Consumers (CPI) effective July 1, 2025, reflected in new monthly salary ranges as follows:

GENERAL MANAGER

STEP:	a	b	c	d	e
SALARY:	\$13,771	\$14,459	\$15,182	\$15,942	\$16,739

MANAGER OF FINANCE AND ADMINISTRATION

STEP:	a	b	c	d	e
SALARY:	\$8,151	\$8,560	\$8,987	\$9,437	\$9,908

MANAGER OF OPERATIONS AND MAINTENANCE

STEP:	a	b	c	d	e
SALARY:	\$8,559	\$8,987	\$9,436	\$9,908	\$10,404

RESOLUTION 945

OPERATIONS SUPERVISOR

STEP:	a	b	c	d	e
SALARY:	\$7,160	\$7,518	\$7,894	\$8,288	\$8,703

MAINTENANCE SUPERVISOR

STEP:	a	b	c	d	e
SALARY:	\$7,160	\$7,518	\$7,894	\$8,288	\$8,703

FOREMAN

STEP:	a	b	c	d	e
SALARY:	\$6,495	\$6,819	\$7,160	\$7,518	\$7,894

AIRPORT MAINTENANCE WORKER I

STEP:	a	b	c	d	e
SALARY:	\$3,562	\$3,740	\$3,927	\$4,123	\$4,329

AIRPORT MAINTENANCE WORKER II

STEP:	a	b	c	d	e
SALARY:	\$3,881	\$4,075	\$4,279	\$4,493	\$4,718

AIRPORT MAINTENANCE WORKER III

STEP:	a	b	c	d	e
SALARY:	\$4,344	\$4,561	\$4,789	\$5,028	\$5,280

RESOLUTION 945

AIRPORT MAINTENANCE WORKER IV

STEP:	a	b	c	d	e
SALARY:	\$4,656	\$4,889	\$5,133	\$5,390	\$5,659

OPERATIONS OFFICER

STEP:	a	b	c	d	e
SALARY:	\$4,888	\$5,134	\$5,390	\$5,660	\$5,942

ADMINISTRATIVE ASSISTANT

STEP:	a	b	c	d	e
SALARY:	\$5,324	\$5,589	\$5,869	\$6,162	\$6,471

ADMINISTRATIVE SECRETARY

STEP:	a	b	c	d	e
SALARY:	\$5,164	\$5,423	\$5,694	\$5,978	\$6,277

RECEPTIONIST/SECRETARY

STEP:	a	b	c	d	e
SALARY:	\$4,209	\$4,420	\$4,641	\$4,873	\$5,117

ACCOUNTING CLERK

STEP:	a	b	c	d	e
SALARY:	\$4,580	\$4,809	\$5,050	\$5,302	\$5,567

RESOLUTION 945

ACCOUNTING TECHNICIAN II

STEP:	a	b	c	d	e
SALARY:	\$5,474	\$5,747	\$6,034	\$6,336	\$6,654

PASSED AND ADOPTED at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held May 8, 2025, on Motion of Director _____, Seconded by Director _____, and carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Ignacio Moreno, President

Steve Brown, Secretary



Via E-Mail:

mpehl@santamariaairport.com

April 11th, 2025

To:

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California

RE: Addition of a stand-by generator at AT&T Wireless Facility – SBSB38, Site name: SANTA MARIA AIRPORT,
Located at: 3203 Lightning Street, Santa Maria, CA 93455.

To Whom it May Concern,

Smartlink Group has been hired by AT&T Mobility to work in cooperation with state and local agencies to provide uninterrupted AT&T wireless communications during an emergency. To that end we are proposing the addition of an emergency, stand-by generator at the above referenced location. AT&T's current leased space is insufficient to accommodate the placement of the generator therefore we will need to add lease area specific to the generator.

This generator will ensure continued service to local emergency service personnel in the event of a commercial power shutdown, natural catastrophe, or other emergency. Every minute counts during an emergency, and AT&T's First Net service made only available to emergency personnel will ensure the response teams stay in contact and keep the public and communities safe from harm. Because the generator will only be in service during an extended power outage the addition of the generator is being done as a service to enhance safety in the community rather than to generate revenue for AT&T.

The scope of work will entail the following:

1. INSTALL NEW 50KW DIESEL GENERATOR
2. INSTALL NEW CONCRETE PAD
3. INSTALL REMOVEABLE BOLLARDS

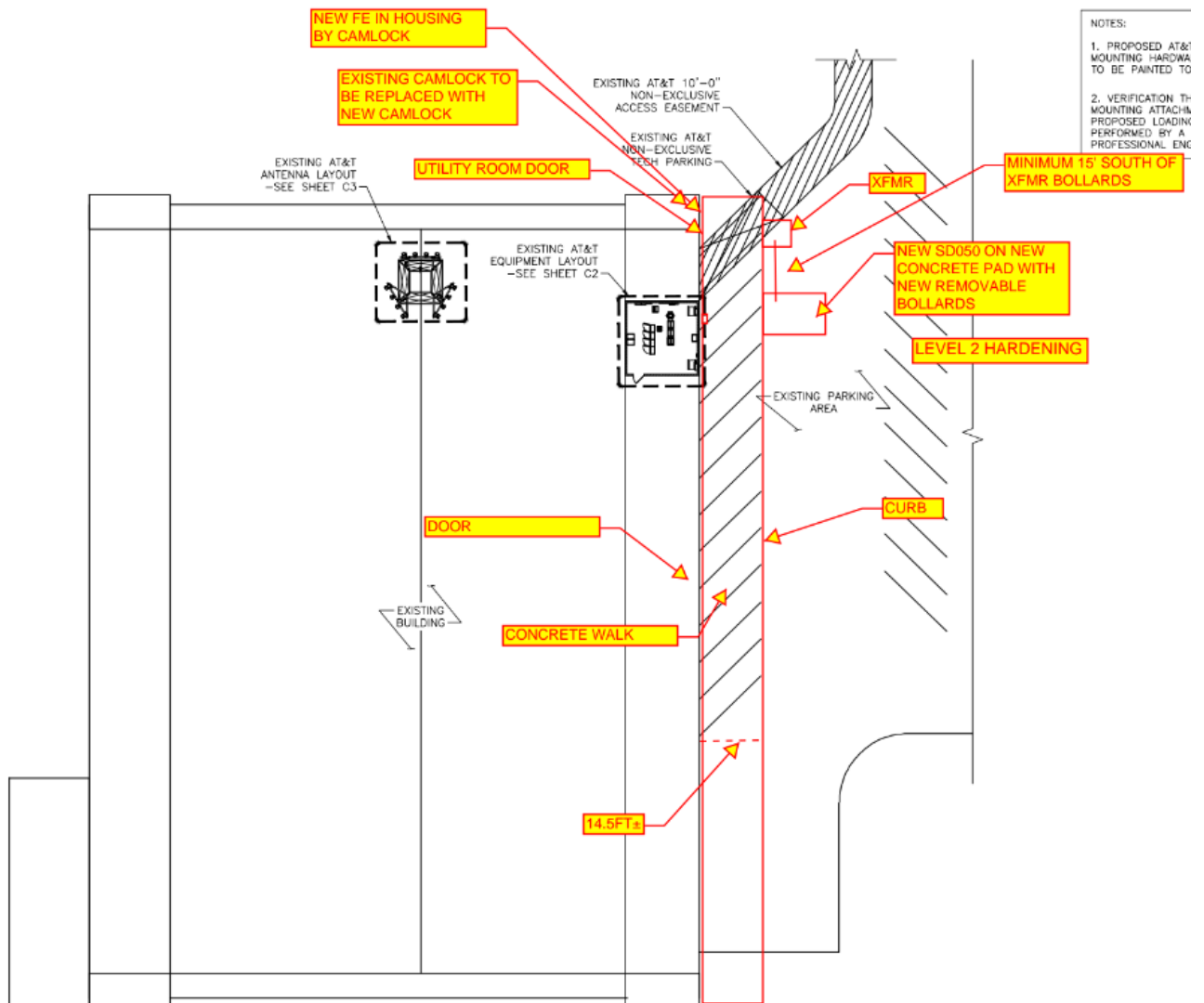
I would like to discuss this improvement with you at your earliest convenience. Please feel free to contact me at (714)-305-4108 or gavin.luna@smartlinkgroup.com.

Sincerely,

Gavin Luna
Site Acquisition Specialist
Smartlink Group
Approved Agent for AT&T



Planned Generator Location





April 11th, 2025

Letter of Authorization

To whom it may concern,

This letter serves as the land owner's authorization for Smartlink, and their employees and agents to act as agents on behalf of AT&T and Eastbak, L.P. for the purpose of obtaining Land Use entitlements, Planning approvals, building permits or any other permit or approval required for the planned addition of a permanent stand-by generator at AT&T's wireless communications facility located at 3203 Lightning Street, Santa Maria, CA 93455, APN 111-231-017.

All work to be done in compliance with all applicable codes and ordinances with the appropriate permitting from any jurisdictional agency with authority over this project.

Agreed to and signed by:

Landowner authorized representative

Print name

Signature

Title

	Santa Maria Airport	Change Order No. 2 r1
	US Customs Upgrades: Building and Site Civil	May 5, 2025

Owner:	Santa Maria Public Airport District 3217 Terminal Drive, Santa Maria, CA 93455
Contractor:	Newton Construction & Management, Inc. 2436 Broad Street, San Luis Obispo, CA 93401

CONTRACT COST SUMMARY Refer to the Description of Work for Details	
ITEM	AMOUNT
Original Contract Amount:	\$694,000.00
Net Cost Change By Previous Change Orders:	\$17,566.00
Contract Sum Prior to This Change Order:	\$711,566.00
Amount of Change (Increase), This Change Order:	\$40,731.02
Net Contract Sum Including This Change Order:	\$752,297.02

CONTRACT TIME SUMMARY	
ITEM	
Original Contract Time (<u>Calendar Days</u>):	150
Net Contract Time Change By Previous Change Orders:	15
Contract Time Prior to This Change Order:	165
Amount of Contract Time Change (Increase), This Change Order:	29
Net Contract Time Including This Change Order:	194
Day One:	June 24, 2024
Initial Contract Completion Date:	November 20, 2024
Stop Work Notice	October 24, 2024
123 days consumed as of February 12, 2025.	
Revised Contract Completion Date: (reflecting this & all previous Change Orders)	TBD (based on restart date)

	Santa Maria Airport	Change Order No. 2 r1
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DESCRIPTION OF WORK

The Contract shall be amended in accordance with the following changes in scope of required work and payment therefor as follows:

ITEM	DESCRIPTION	Need verified and confirmed through site visit and contract review	REFERENCE	PRICE	TIME (working days)
2.01	Install vandal cage over domestic backflow preventer, asbestos abatement from waterline hot tap, water pipe material change into and out of backflow preventer.	Yes	Proposed CE # 1 (attached)	\$8,300.00	1 day
2.02	Over-excavate and remove material, import aggregate base, backfill and compact over and around utilities under sidewalk.	Yes	Proposed CE # 10 (attached)	\$2,208.00	1 day
2.03	Remove drywall, install ballistic paneling, replace drywall, tape and texture.	Yes	Proposed CE # 11 (attached)	\$8,133.00	1 day
2.04	Remove and replace internal communications cabling based on direction provided by USCBP during a site visit / inspection in March.	Yes	Proposed CE #13 (attached)	\$6,809.00	4 days
2.05	Adjust communications conduit entrance through the floor in the COM room by chipping out the floor and installing a long sweep radius conduit, removing access hazard.	Yes	Proposed CE #15 (attached)	\$1,990.46	2 days
2.06	Install shatter-proof cover over existing glazing in accordance with CBP requirements.	Yes	Proposed CE #16 (attached)	\$6,690.45	10 days
2.07	Floor product adjustment based on direction provided.	Yes	Proposed CE #17 (attached)	\$1,332.00	0 days
2.08	Install OSHA standard, fixed ladder guard to the existing roof ladder.	Yes	Proposed CE #18 (attached)	\$1,881.59	7 days
2.09	Address excessive HVAC opening in the Search Room by removing existing registers and installing security grills, with roof sheeting repair and painting.	Yes	Proposed CE #19 (attached)	\$2,435.78	2 days
2.10	Replace door hardware and modify door frame to meet USCBP requirements for Search Room Door.	Yes	Proposed CE #22	\$950.74	1 day
	Total			\$40,731.02	29 days

	Santa Maria Airport	Change Order No. 2 r1
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Reason for Changes:

2.01

The change in water service (including the vandal cage) was a city plan check comment. Item also includes asbestos abatement from the waterline hot tap and changes to water pipe at the above-ground double detector check assembly for the fire service – all plan check comment items.

2.02

Subgrade cleanup effort related to the unknown utilities encountered under the sidewalk, and the need to relocate some and protect others.

2.03

A building inspection during construction identified the need to install ballistic paneling on the wall between sally-port entrance and the main processing room of Customs. This requirement did not exist or was over-looked during the previous conversion of this building to US Customs, as the ballistic paneling is not present.

2.04

Existing communications cabling within the building does not meet current (recently revised) standards. Cable is to be removed and new communications cable to be installed with appropriate connections.

2.05

USCPB identified a hazard with the communications sweep in the floor within the door opening. The floor is to be chipped out, conduit removed and replaced out of the doorway, and the floor is to be grouted back.

2.06

USCPB identified the window glazing is not shatter-proof. Plans identified the potential for this condition but the actual application of shatter proof covering film was not included in the specified work.

2.07

The specification for flooring in the Sally Port was changed based on timeliness of availability of the flooring product.

2.08

A ladder guard for the roof ladder is required to reduce liability to the District and to meet USCPB standards to help prevent roof access.

2.09

The NVAC openings in the ceiling of the Search Room exceed acceptable maximum opening dimensions. Modifications to the roof to reduce opening size. Replacement grates of the appropriate / reduced size are then installed.

2.10

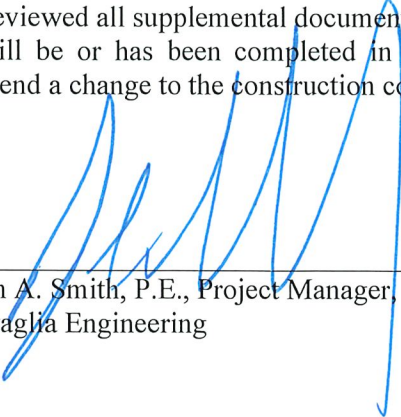
Access control into and out of the Search Room has unique requirements. This item modifies the door frame and hardware to accommodate.

	Santa Maria Airport	Change Order
	US Customs Upgrades: Building and Site Civil	No. 2 r1 May 5, 2025

APPROVALS

(Not valid unless signed by all listed below)

I have reviewed all supplemental documentation supporting this additional work requested and provided, and certify that all work will be or has been completed in accordance with the contract documents and direction provided, and hereby recommend a change to the construction contract in overall compensation and contract time as outlined herein:



 John A. Smith, P.E., Project Manager,
 Tartaglia Engineering



 Date:

 Eric Newton, Owner
 Newton Construction and Management, Inc.

 Date:

 Martin Pehl, General Manager,
 Santa Maria Airport

 Date:



May 8, 2025

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

Subject: Authorization for one staff member to attend the National Transportation Safety Board Transportation disaster assistance division's initial response phase airport investigation and family assistance operations overview course to be held June 26, 2025, in Washington, DC.

Summary

This course will provide a brief overview of the NTSB, their mission and legislated mandates, interagency coordination efforts between the NTSB, various airport response agencies and local jurisdictional stakeholders, and family assistance operations.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$0.00	\$0.00
	Transportation	1		\$638.00	\$638.00
	Ground Transportation	1	2	\$200.00	\$200.00
	Lodging	1	3	\$280.00	\$840.00
	Meals	1	3	\$100.00	\$300.00
	Total:				\$1,978.00

Overall Impact:

2024-2025 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$24,398.82
Current Balance for Business Travel	\$5,601.18
Amount of this Request	\$1,978.00
Balance Remaining if Approved	\$3,623.18

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
Manager of Finance and Administration