



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

**Thursday  
July 13, 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 JUNE 22, 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. **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. **AUTHORIZATION FOR ONE DIRECTOR AND TWO STAFF MEMBERS TO ATTEND THE ASSOCIATION OF CALIFORNIA AIRPORTS ANNUAL CONFERENCE TO BE HELD SEPTEMBER 12<sup>TH</sup>-15<sup>TH</sup>, 2023, IN SOUTH LAKE TAHOE, CA.**
7. **DISCUSSION AND DIRECTION TO STAFF REGARDING A HANGAR WAIT LIST APPLICATION FROM DAVID BASKETT.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF 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.**
9. **DISCUSSION AND DIRECTION TO STAFF REGARDING ONE STAFF MEMBER AND ONE DIRECTOR TO ATTEND THE COUNTER-UAS SUMMIT TO BE HELD AUGUST 15-16, 2023, IN OLD TOWN ALEXANDRIA, VA.**
10. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) **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).**
  - b) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States Bankruptcy Court Central District of California – Northern Division Case No. 9:22-bk-10011-RC.**
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**



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 two Directors to attend the CSDA's Special District Leadership Academy to be held October 22<sup>nd</sup> – 25<sup>th</sup>, 2023, in Sonoma County. Director Baskett made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.

8. Authorization for the General Manager to enter into an agreement with California Cooperative Liquid Assets Securities System (CLASS). Director Baskett made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.

9. Authorization for the President and Secretary to execute the Seventh Amendment of Lease between the District and the City of Santa Maria for Pioneer Park.

Tom Gibbons, a member of the public, addressed the Board and spoke in favor of the City continuing to manage Pioneer Park.

Director Brown made a Motion that the lease be amended to 3 months. Director Clayton Seconded, and it was carried by a 4-0 vote.

10. Authorization for the President to execute the First Amendment of Service Agreement between the District and Kimley-Horn and Associates for the Santa Maria Airport Business Park Specific Plan Support Services. This matter was tabled until a later date.

11. CLOSED SESSION. At 6:21 p.m. the Board went into Closed Session to discuss the following item(s):

- a) 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).

At 6:45 pm., the Board and staff reconvened to Open Public Session.

No reportable actions.

12. DIRECTORS' COMMENTS: Director's Clayton and Adams had no comment.

Director Baskett expressed his unhappiness with the non-airworthiness fee.

Director Brown commented that he had received multiple emails from Director Baskett regarding Director Baskett's outstanding debt to the airport. Director Brown did not find

evidence of a financial agreement from Director Baskett and requested that Director Baskett cease all further emails.

13. ADJOURNMENT. Vice President Adams asked for a Motion to adjourn to a Regular Meeting to be held on July 13th, 2023, at 6:00 p.m. at the regular meeting place. Director Baskett made that Motion, Director Clayton Seconded and it was carried by a 4-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:50 p.m. on June 22, 2023.

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Ignacio Moreno President

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David Baskett, Secretary

2023-2024

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 071677 to 071724 and electronic payments on Pacific Premier Bank and in the total amount of \$689,297.93.

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MARTIN PEHL  
GENERAL MANAGER

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DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 071677 to 071724 and electronic payments on Pacific Premier Bank in the total amount of \$689,297.93 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.

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VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

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DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JULY 13, 2023.

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DAVID BASKETT  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71677	7/6/2023	Advantage Answering Plus	\$686.80	Answering Service
* 71678	7/6/2023	Architect's Consulting Service	\$1,785.00	Hangar 3001 Roof Replacement
* 71679	7/6/2023	Armstrong's Lock and Key	\$2,165.14	Terminal Maintenance
* 71680	7/6/2023	AT&T	\$290.84	Telephone Service
* 71681	7/6/2023	CNH Industrial Accounts	\$1,579.37	Vehicle Maintenance
* 71682	7/6/2023	Bomar Security & Investigation	\$2,838.00	Security Service
* 71683	7/6/2023	CalPortland Construction	\$360.97	Misc Maintenance
* 71684	7/6/2023	Consolidated Electrical Distributors, Inc.	\$78.54	Shop Supplies
* 71685	7/6/2023	Coast Networkx	\$210.00	Computer Support Services
* 71686	7/6/2023	City of Guadalupe	\$22,292.65	Security Service/LEO
* 71687	7/6/2023	City of Santa Maria	\$426.52	Construction Meter Fees
* 71688	7/6/2023	City of Santa Maria-Util Div	\$6,128.73	Utiities - Water
* 71689	7/6/2023	Clark Pest Control	\$983.00	Weed/Wildlife Maintenance
* 71690	7/6/2023	De Lage Landen	\$165.31	Copier
* 71691	7/6/2023	Fence Factory	\$65.12	Drainage Maintenance
* 71692	7/6/2023	Frontier Communications	\$1,707.71	Telephone Service
* 71693	7/6/2023	Grainger	\$1,254.45	Fire Station/Shop Supplies
* 71694	7/6/2023	Groveman Hiete LLP	\$15,948.00	Legal Counsel Services
* 71695	7/6/2023	Hayward Lumber Company	\$701.40	MHP/Drainage Maint.
* 71696	7/6/2023	Heath, Ray	\$3,575.20	Consulting Svcs - Contingencies
* 71697	7/6/2023	Home Depot	\$172.30	Fencing /Hangar Maintenance
* 71698	7/6/2023	J B Dewar, Inc	\$93.72	Unleaded/Diesel Fuel
* 71699	7/6/2023	J.D. Humann Landscape Contr.	\$1,311.23	Janitorial Maint. - Terminal
* 71700	7/6/2023	MarTeeny Designs	\$275.00	Website Maintenance
* 71701	7/6/2023	McMaster-Carr	\$1,566.18	Signs/Shop Supplies
* 71702	7/6/2023	Mead & Hunt, Inc.	\$8,176.53	Airport Consulting Service
* 71703	7/6/2023	Mission Linen Service	\$138.19	Uniform Service
* 71704	7/6/2023	Mr. Backflow	\$360.00	FBO/Hangar Maintenance
* 71705	7/6/2023	Quadient Leasing USA, Inc.	\$440.67	Postage Machine Lease
* 71706	7/6/2023	Outdoor Supply Hardware	\$602.11	Shop Supplies
* 71707	7/6/2023	Quinn Company	\$569.38	Drainage /Misc Maintenance
* 71708	7/6/2023	MRC	\$44.94	Toner- Copier 3/11/23-6/11/23
* 71709	7/6/2023	SCS Engineers	\$6,045.50	PFAS Assessment Workplan
* 71710	7/6/2023	Special District Risk Management Authority	\$446,119.10	Worker's Comp/Liability Insurance
* 71711	7/6/2023	S Lombardi & Assoc., Inc.	\$2,273.75	Airport Advertising
* 71712	7/6/2023	Santa Maria Times	\$682.60	Airport Advertising
* 71713	7/6/2023	Trinity Landscape Center	\$687.45	MHP Maintenance
* 71714	7/6/2023	Verizon Wireless	\$1,078.67	Mobile Devices
* 71715	7/6/2023	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 71716	7/6/2023	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 71717	7/6/2023	Western Tree Service	\$2,950.00	Tree Removal - Go-Cart Area
* 71718	7/6/2023	Oberon3, Inc	\$50.00	Terminal Maintenance
* 71719	7/6/2023	Gsolutionz, Inc.	\$545.22	iCloud Voice Svcs 4/22/23-5/22/23
* 71720	7/6/2023	Kimley-Horn and Associates, Inc.	\$1,783.43	SMX Specific Plan Support
* 71721	7/6/2023	U.S. Bank Equipment Finance	\$544.96	RICOH Printer Lease
* 71722	7/6/2023	Floor Connection	\$8,702.00	Building Maintenance - TSA
* 71723	7/6/2023	Cali Coast Construction and Remodeling	\$17,144.60	Building Maintenance - Fire Station

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71724	7/6/2023	Pereira, Alison	\$60.31	Reimbursement - Meeting Supplies
		Subtotal	<u>\$565,830.59</u>	
ACH	6/20/2023	CalPers	\$6,572.75	Employee Retirement
ACH	6/21/2023	Empower Retirement	\$4,147.88	Employee Paid Retirement
ACH	6/22/2023	Paychex	\$27,150.70	Payroll
ACH	6/23/2023	Paychex	\$201.55	Paychex Invoice
ACH	6/23/2023	Paychex	\$7,351.08	Payroll Taxes
ACH	6/26/2023	Umpqua Bank	\$4,988.05	Business Travel, Security, Office Supplies
ACH	6/30/2023	Aflac	\$277.56	Employee Voluntary Insurance
ACH	7/3/2023	Ready Refresh	\$139.86	Water Delivery
ACH	7/3/2023	Principal	\$2,794.13	Employee Dental/Life/Disability Insurance
ACH	7/3/2023	Pacific Premier Bank	\$44.90	Credit Card Fees
ACH	7/3/2023	Collective Communications	\$7,500.00	Collective Strategies
ACH	7/6/2023	PG&E	\$14,629.23	Terminal/Admin/Hangar Electricity
ACH	7/6/2023	Paychex	\$27,544.94	Payroll
ACH	7/6/2023	Empower Retirement	\$12,437.35	Employee Paid Retirement
ACH	7/6/2023	Paychex	\$216.55	Paychex Invoice
ACH	7/6/2023	Paychex	\$7,470.81	Payroll Taxes
		Subtotal	<u>\$123,467.34</u>	
		Total	<u><u>\$689,297.93</u></u>	





July 13, 2023

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

**Subject:** Authorization for one Director and two staff members to attend the Association of California Airports annual conference to be held September 12<sup>th</sup>-15<sup>th</sup>, 2023, in South Lake Tahoe, CA.

**Summary**

ACA hosts an annual conference, providing a wide range of information in an interactive forum that allows all attendees to participate. The conference is affordable and conducted in a manner that brings together the diverse membership of ACA and others with an interest in aviation issues. The conference provides an excellent venue to promote the betterment of the California Aviation Transportation System through the cooperative efforts of all participants.

**Budget**

		Attendees	Days	Rate	Total
Fees:	Registration	3		\$275.00	\$825.00
	Air Travel	3		\$672.00	\$2,016.00
	Ground Transportation	1		\$296.00	\$296.00
	Lodging	3	4	\$194.68	\$2,336.16
	Meals	1	4	\$100.00	\$400.00
	<b>Total:</b>				\$5,873.16

**Overall Impact:**

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$31,677.21
Current Balance for Business Travel	\$53,322.79
Amount of this Request	\$5,873.16
Balance Remaining if Approved	\$47,449.63

**Recommendation**

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade  
 Manager of Finance and Administration

## SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS HANGAR LEASE ELIGIBILITY AND USE POLICY

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1. **Eligibility.** To be eligible for an aircraft storage hangar, a potential tenant must:
  - a. Own an aircraft which is properly registered to the potential tenant, a partnership of which the potential tenants a member, a corporation of which the potential tenants an owner, or a club of which the potential tenants an officer, or;
  - b. Show proof that the potential tenant has purchased an aircraft which will be properly registered as in (a.) above, or;
  - c. Show proof that the potential tenant intends to construct an aircraft and District has the right to inspect the progress of completion on a yearly basis, and;
  - d. Apply at District's office (if no vacant hangars are available) for placement on the Hangar Waiting List.
  - e. Will agree to the stipulations that the potential tenant:
    - (1) Will not store any flammable fluids, welding, spray painting or flame producing equipment inside the hangar, except in accordance with current Santa Maria Fire Department fire safety regulations, and;
    - (2) Will permit no activity within the premises involving fuel transfer, welding, torch cutting, torch soldering, doping (except with nonflammable dope), or spray painting, and;
    - (3) Will perform no maintenance, nor cause to have performed, any maintenance on aircraft while it is stored within the hangar beyond the "preventive maintenance" described in FAR Part 43, Appendix A, except "major repairs or major alterations" of an aircraft under the direct supervision of a mechanic (1) properly and appropriately certificated by the Federal Aviation Administration and in compliance with Santa Maria Fire Department fire safety regulations and (2) having a fixed place of business on the airport or holding a Commercial Use Permit from the District for aircraft maintenance services (per paragraph 16 of the Santa Maria Public Airport Rules and Regulations as amended through 6/24/04). This restriction does not relieve the operator, or pilot in command, of the requirement to ensure the airworthiness of the aircraft as required by appropriate Federal Aviation Regulations, and;
    - (4) Will not use the premises for construction of an aircraft, except in strict compliance with the applicable provisions of FAR Part 21 and the direction of the type certificate holder and under the supervision of a Designated Airworthiness Representative of the FAA, and;
    - (5) Will store only such additional material within the hangar as may be necessary for the proper maintenance and care of the aircraft, and, after written notice, will immediately remove any material judged by District's General Manager to be inappropriate or hazardous, and;
    - (6) Will allow automobiles to be parked within the hangar temporarily, and then only while the aircraft is out of the hangar, and;
    - (7) Will not install any lock, except the one provided by the District, and;
    - (8) Will maintain each aircraft stored in a hangar in operating and airworthy condition,

excepting active restoration by Tenant of his or her aircraft or building of a "homebuilt" type aircraft which is subject to periodic inspection. Supervision by a mechanic as described in paragraph 1, subparagraph e (3) or e (4) is required, and;

(9) Will not have been previously evicted from any premises on the airport. If such eviction has occurred Tenant may appeal to the Board of Directors and be allowed on the wait list upon a four-fifths favorable vote of the Board. Tenant must also reimburse District for all legal fees incurred due to the previous eviction prior to entering into a new lease or taking possession of the premises. This provision shall also apply to any applicant that is affiliated with any previously evicted tenant including, but not limited to, an Applicant that is or was an owner, officer, partner, shareholder, member, manager of a previous tenant, and;

(10) Will not conduct a commercial activity on the premises. The District has hangars that have been specifically established for commercial activity. Please contact District to determine which premises are currently available for commercial use.

**2. Retention of Hangar.** To be eligible to retain a hangar currently under lease:

a. A potential tenant must continue to meet the requirements of 1 (a) through 1 (c). A tenant, who is not in default under his or her lease, shall not be evicted to make the hangar available for a larger aircraft.

b. A tenant, who sells an aircraft which qualifies him for a hangar space lease, has ninety (90) days to replace that aircraft in order to retain the lease. At the end of ninety (90) days, if the aircraft has not been replaced, the District will give thirty (30) days' written notice to vacate, as provided in paragraph 3 of the lease.

c. The sublease of a hangar unit is specifically prohibited, except when authorized by the General Manager pursuant to a hangar space sublease. General Manager may make such authorization on a case by case basis, upon written request. In no case shall a sublease exceed six consecutive months.

**3. Waiting Lists:**

a. Separate waiting lists will be maintained for applicants for T-hangars and Corporate hangars.

b. As a hangar becomes available, the Applicant who has been on the list the longest, and who has selected the hangar type (as discussed below) will be contacted and offered the hangar. Upon the second refusal or failure to respond, applicant will be removed from the waiting list. After removal, individual must wait 6 months before filling out a new application. The Lease will commence no later than 30 days following the availability of the hangar. Upon the commencement of the lease, a security deposit of \$250.00 and first-month's rent will be due.

**4. General.** The District reserves the right to establish, from time to time, rules and regulations that will apply to hangar tenants in their use of the leased premises and in their use of the rest of the airport facilities. The District agrees to give three-(3) weeks' advance written notice to tenants and hold a public hearing, prior to adopting such rules and regulations. Tenant agrees to comply with such rules and regulations.

## **SANTA MARIA PUBLIC AIRPORT DISTRICT HANGAR WAITING LIST RULES**

Applicants will be added to the Hangar Waiting List on a first come, first served basis. Applicants will be added to the list only after signing a copy of the Hangar Waiting List Rules and indicating the desired hangar from the "List of District Hangars". **It is the responsibility of the applicant to keep this information current with Airport Administration.**

- To prove eligibility for a hangar, an aircraft owner must provide one of the following documents at the time of application:
  - Individual Ownership: Federal Aviation Administration (FAA) Certificate of Aircraft Registration with the aircraft owner's name listed
  - Co-ownership/Partnership: FAA Certificate of Aircraft Registration with co-owners/partners names listed. All members of any co-ownership shall also be listed as such on the hangar lease agreement.
  - A copy of an Aircraft Bill of Sale and an application for Aircraft Registration that has been submitted to the FAA, will satisfy this requirement for a period of ninety (90) days or until the official FAA Aircraft Registration is received.
  - If tenant intends to construct an aircraft, District will request pictures or inspect the progress of completion on a yearly basis.
- Position on the waiting list will be determined by the date and time of the request.
- Current tenants who wish to lease additional hangars must be in good financial standing with the District before signing a new lease.
- When a hangar becomes available, the Airport Administration will notify the individual at the top of the appropriate waiting list. Offers shall be made chronologically (oldest to newest). The Lease will commence no later than 30 days following the availability of the hangar. Upon the commencement of the lease, a security deposit of \$250.00 and first-month's rent will be due.
- Applicant must respond to the offer made within three (3) business days. A "pass" response or failure to respond in three (3) business days will be considered a decline.
- Airport Administration will attempt to contact individuals on the list by two different means. Each applicant is permitted one (1) refusal or pass-over. Upon the second refusal or failure to respond, applicant will be removed from the waiting list. *After removal, individual must wait 6 months before filling out a new application.*

Hangar occupancy is dependent on the applicant's ability to meet all conditions specified in the Santa Maria Public Airport District Hangar Space Lease and does not guarantee a lease commitment.

**Any Applicant previously evicted from District property is not eligible to be placed upon the wait list. Applicant can appeal this decision and be placed on the wait list if the Board of Directors approves the request by a four fifths favorable vote of the Board. All legal fees associated with**

the previous eviction must be reimbursed to the District prior to being placed on the wait list. This provision shall also apply to any applicant that is affiliated with any previously evicted tenant including, but not limited to, an Applicant that is or was an owner, officer, partner, shareholder, member, manager of a previous tenant.

Hangar swaps will be evaluated on a case-by-case basis incorporating the hangar waiting list as priority. If a tenant wishes to obtain a different hangar, he/she may establish a position on the wait list. Tenant will not be eligible to obtain a different hangar within the first three months of the start of a new lease.

The attached form is a listing and description of the hangars owned by the Santa Maria Public Airport District. The Applicant will only be assigned a hangar, which has been previously selected on the List of District Hangars form by the Applicant. An Applicant must select at least one size/type of hangar but may select any and all available hangars. Forms may **only** be modified by the Applicant at any time **prior** to the offer of a hangar. Any additional hangars selected will be added to bottom of wait list.

The Applicant, by signing this document, certifies receipt of an agreement with these rules.

**I, the applicant, agree to pay first month's rent of the assigned hangar I have selected on the attached form, and an additional \$250.00 security deposit upon commencement of the lease.**


**A written decline to accept the hangar is required which will begin forfeiture process as described. However, should the applicant fail to provide a written decline, Airport Administration can write in the file the date and time of the verbal decline.**

**I acknowledge receipt of the Santa Maria Public Airport District's Hangar Space Lease Policy.**

**I authorize the Santa Maria Public Airport District to prepare the necessary Hangar Space Lease when a hangar, which I have selected, becomes available.**

  
Name

  
Date

  
Signature

# LIST OF DISTRICT HANGARS

## T-HANGARS

Address	W	D	H	Sq. Ft.	Mo. Rent
<input type="checkbox"/> 3005 Airpark Drive	42'1"	34'0"	12'8"	1,078	\$278
<input type="checkbox"/> 3009 Airpark Drive	41'5"	33'0"	12'9"	1,040	\$268
<input type="checkbox"/> 3011 Airpark Drive	41'8"	32'1"	12'6"	1,000	\$257
<input type="checkbox"/> 3019 Airpark Drive	41'8"	32'1"	12'6"	1,000	\$257
<input type="checkbox"/> 3023 Airpark Drive	41'5"	33'0"	12'9"	1,040	\$268
<input type="checkbox"/> 3027 Airpark Drive	42'0"	32'8"	12'7"	1,026	\$265
<input type="checkbox"/> 3031 Airpark Drive	42'0"	32'8"	12'7"	1,026	\$265
<input type="checkbox"/> 3039 Airpark Drive	41'8"	32'0"	12'8"	994	\$256
<input type="checkbox"/> 3103 Airpark Drive	41'8"	34'0"	14'3"	1,043	\$268
<input type="checkbox"/> 3107 Airpark Drive	39'1"	30'4"	11'0"	870	\$224
<input type="checkbox"/> 3109 Airpark Drive	39'6"	31'9"	11'0"	940	\$243
<input type="checkbox"/> 3111 Airpark Drive	40'8"	32'10"	12'0"	963	\$248

## CORPORATE T-HANGARS

<input type="checkbox"/> 3035 Airpark Drive (Unit A)	54'8"	45'11"	16'1"	1,982	\$510
<input type="checkbox"/> 3035 Airpark Drive	53'8"	45'11"	16'1"	1,839	\$473

## CORPORATE HANGARS

<input type="checkbox"/> 3001 Airpark Drive (Units A, D, H)	52'0"	40'9"	14'0"	2,119	\$546
<input type="checkbox"/> 3001 Airpark Drive (Units B, G)	50'8"	40'9"	14'0"	2,064	\$532
<input type="checkbox"/> 3001 Airpark Drive (Units C, F)	49'10"	40'9"	14'0"	2,027	\$522
<input type="checkbox"/> 3001 Airpark Drive (Unit E)	51'10"	40'9"	14'0"	2,109	\$544
<input checked="" type="checkbox"/> 3029 Airpark Drive (Units A, F)	61'8"	50'3"	16'0"	3,098	\$797
<input checked="" type="checkbox"/> 3029 Airpark Drive (Units B-E)	60'6"	50'3"	16'0"	3,040	\$782
<input checked="" type="checkbox"/> 3043 Airpark Drive (Units A-G)	60'6"	50'3"	16'0"	3,040	\$782
<input checked="" type="checkbox"/> 3105 Airpark Drive (Units A)	60'6"	51'6"	16'2"	3,115	\$888
<input checked="" type="checkbox"/> 3105 Airpark Drive (Units B-G)	60'6"	51'6"	16'2"	3,115	\$802

David E Baskett

6/5/23

Name

Date

Address

Signature

N#

N21PF

Email:

July 1, 2022

Plus, INTENT TO RESTORE N3011T IN PARTNERSHIP WITH DANIEL PUCKETT

Please submit this form to the District Office. You can either email, fax, mail it in or drop it off.

## HANGAR SPACE LEASE

By this lease, dated **January 3, 2023** and commencing **January 4, 2023** District leases to Tenant, on the terms and conditions hereinafter set forth, the Premises at the Airport on a calendar month-to-month tenancy in consideration of payment by Tenant to District of monthly rent for the month-to-month tenancy of **\$237** (subject to increase as provided in Section 4), in advance, on the first day of each and every calendar month, without prior notice, demand, deduction or offset, and continuing thereafter until this lease is terminated.

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 Address: 3217 Terminal Drive  
Santa Maria, CA 93455

District's Phone: (805) 922-1726

Facsimile: (805) 922-0677

Tenant (s): **First Last, An Individual**

Tenant's Address: **3217 Terminal Drive, Santa Maria, CA 93455**

Tenant's Phone: **(805) 922-1726**

Airport: Santa Maria Public Airport  
Santa Maria, California

Premises: Hangar **A** at **3001** Airpark Drive at the Airport

2. **Permitted Uses of Premises. Tenant shall use the Premises only for the Permitted Uses of Premises, as described below:**

(a) Storage of aircraft registered to Tenant.

(b) Storage of an automobile while the aircraft is being operated outside the hangar. (Per District Resolution 686 regarding Airport Driving Rules and Regulations marked Exhibit "A" attached hereto and made a part hereof)

(c) Storage of equipment and tools used for preventive maintenance, construction or restoration of an aircraft, including, but not limited to, personal items such as chairs, refrigerators and flameless heaters located 36 or more inches above the floor. Catalytic heaters are not permitted.

(d) Maintenance, construction and restoration of an aircraft as described in FAR Part 43, Appendix A, or under the direct supervision of a mechanic, properly and appropriately certified by the Federal Aviation Administration ("FAA") and in compliance with the Santa Maria Fire Department fire safety regulations and having a fixed place of business on the airport or holding a Commercial Use Permit from the District for aircraft maintenance services. This provision does not relieve the operator or pilot in command of the requirement to ensure the airworthiness of the aircraft as required by appropriate Federal Aviation Regulations. If Tenant intends to construct an aircraft, District reserves the right to inspect the progress of completion on a yearly basis.

**3. Termination.** Except as otherwise specifically provided in Section 8. Damage or Destruction of Premises, either party may terminate this lease upon giving the other party at least thirty (30) days' prior written notice of termination. The monthly rent will be prorated to the date of termination.

**4. Rent Payments; Monthly Rent Increases.** All rent is payable by Tenant to District at District's Address, or at such other address as District may direct in writing to Tenant. Monthly rent for the month-to-month tenancy may be increased from time to time (based on the Consumer Price Index (CPI)) by District's board of directors by giving Tenant at least thirty (30) days' prior written notice of such increase.

(a) **Security Deposit:** A security deposit of **\$250.00** is due and payable upon commencement of the lease. The Airport District may use the security deposit of **\$250.00**, or any portion thereof, to cure default or compensate District for damages sustained from Tenant's default. Upon lease termination and a final accounting by District, any balance of the security deposit shall be refunded to Tenant without interest. If Tenant fails to return access security cards, an amount equal to the amount listed in the rates in charges for replacement card will be deducted from the security deposit for each unreturned card.

(b) **Additional Non-Airworthy Aircraft Storage Fee:** An additional 30% charge will be in effect for non-airworthy aircraft. District Staff will determine the status of an aircraft and applicability of the fee based on logged flights through 3rd party sources, actual observation of flight activity, and annual hangar inspections. Should an aircraft be identified as non-airworthy, tenants may provide evidence that the aircraft listed on the Hangar Lease meets the conditions of Part § 91.409. The following options are acceptable records that meet the intent of the Non-Airworthy Aircraft Fee:

1. Copy of the Aircraft Maintenance Logbook entry that indicates current airworthy status (annual inspection); or

2. Annual Inspection Receipt or an invoice from aircraft maintenance shop or inspector that includes the Aircraft Registration Number; or

3. Other means that meets the intent of the Non-Airworthy Aircraft Fee, including condition inspections for experimental aircraft.



4. The General Manager or designee may authorize a fee waiver if requested upon changed circumstances in a particular aircraft that will be corrected within a set period of time. Requests will be evaluated on a case-by-case basis and limited to a six (6) month waiver upon submission of a plan to correct any issues with the aircraft, with the flexibility to further extend for another period not to exceed a total waiver of twelve (12) months based on demonstrated progress or circumstances that warrant an extension.

5. **Late Charge.** Tenant acknowledges that late payment by Tenant to District of rent will cause District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), 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 is not a penalty and 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.

6. **Tenant's Agreements:** Tenant shall do all of the following:

(a) Comply with the rules, regulations and directives of the District related to use of the Airport and its facilities.

(b) Comply with, at Tenant's expense, all laws, regulations, ordinances and orders of federal, state and local governments as they relate to Tenant's use of Tenant's aircraft or Tenant's use or occupation of the Premises, the Airport, or Airport facilities. Tenant acknowledges receipt of a copy of the District's Policy Regarding Hangar Lease Eligibility and Use Policy as amended on April 22, 2021 (marked Exhibit "B" attached hereto and made a part hereof).

(c) Keep the Premises in good order and condition, free of dirt, 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 and damage by fire or act of God excepted, and free of any personal property.

(e) Pay, before delinquency, all taxes and assessments levied by any governmental agency on the leasehold interest of Tenant. Tenant acknowledges that by entering into this lease, a possessory interest subject to taxation may be created. Tenant shall pay all such possessory interest taxes.

(f) Furnish District a copy of the FAA registration certificate for each aircraft

stored in the Premises, within thirty (30) days of commencement of the lease, within thirty (30) days of acquiring a different or additional aircraft, and immediately after District's written request for such a copy at any other time. Should Tenant's aircraft registration with the FAA expire, Tenant shall have thirty (30) days after expiration to register the aircraft.

(g) Use only the lock provided by District to secure the Premises.

(h) If Tenant sells aircraft, he is required to notify the District's Administration Office within ten (10) working days. Tenant agrees to replace sold aircraft within ninety (90) days.

(i) In the event of Tenant's death, Tenant's personal representative or heirs at law will have six (6) months from the date of death to vacate the premises.

(j) The rental fee includes a charge for electricity. Gas, water and sewer are not available. Trash disposal is Tenant responsibility.

(k) Tenant understands that the electrical usage is limited to the activities associated with aircraft storage only. The electrical service provided to the Premises shall not be altered in any way, unless authorized by District.

**7. Prohibitions.** Tenant shall not do any of the following:

(a) Store property outside the Premises or store any property in the Premises, unless authorized as Permitted Uses of the Premises.

(b) Commit or suffer excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport.

(c) Alterations shall not be made without District approval. If alterations are made, Tenant shall restore Premises to its original state upon vacating or obtain permission from District to vacate without such restoration.

(d) Fasten or erect any sign on the Airport.

(e) Assign this lease or sublet the Premises. The sublease of all or any part of a hangar unit is specifically prohibited, except with prior written approval by the General Manager. Pursuant to a hangar space sublease, General Manager or his designee may make such authorization on a case-by-case basis upon written request. Approval of the sublease is contingent upon the Tenant's continued storage of an aircraft registered in his/her name in the hangar. The General Manager, or his designee, reserves the right to deny any such application to sublease when, in his sole discretion, he determines that such sublease agreement would not be in the best interests of the District, would conflict with the District's current policy regarding hangar lease eligibility and use, would interfere with the efficient and effective administration or enforcement of hangar space leases of the District, or would allow

circumvention of the Hangar Waiting List maintained by the District. The Tenant under this lease agreement shall continue to be responsible for the performance of the terms and conditions of the lease and sublease and shall indemnify and hold the District harmless from any failure of the subtenant to perform under the sublease.

(f) Permit a third party to use the Premises except with prior written approval of District.

(g) 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.

(h) Use, keep or store in the Premises any combustible or flammable liquids, gases, or substances, except fuel and lubricants in the aircraft's systems and excepting new lubricating engine oil, grease and other combustible liquids necessary to the permitted uses when stored in Underwriter Laboratory listed containers.

(i) Permit any activity within the Premises involving fuel transfer, welding, torch cutting soldering, doping (except with nonflammable dope) or spray painting.

(j) Conduct a commercial activity on the Premises.

(k) "Swapping" hangars with another tenant is prohibited. This practice affects the prospective hangar wait list tenants.

(l) Adding names to this lease after it is signed is prohibited. This practice affects the prospective hangar wait list tenants.

**8. 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.

A Tenant so terminated retains priority for the next available hangar if the damage or destruction is due to events beyond the Tenant's control. Where more than one tenant is terminated pursuant to this clause, replacement hangar space will be provided according to seniority of occupancy.

**9. Entry by District.** District reserves the right to enter the Premises at any reasonable time to make repairs, inspect for lease compliance, or in case of emergency. District will provide Tenant with a combination lock. The lock will be returned to District upon termination of this lease. If Tenant fails to do so, Tenant shall pay for a new lock, re-keying deemed necessary by District. Tenant acknowledges that use of a lock other than that supplied by District is not authorized. Tenant further agrees that District may remove any unauthorized lock at any time without notice, with no liability to District, and replace any such lock with a District lock.

**10. Notices.** Any notice under this lease shall be deemed to have been delivered forty-eight (48) hours after mailing by first-class, U.S. mail, postage paid, to District's address and Tenant's address, or at any other time of personal delivery, telephone message, or facsimile; provided either party may change its address, phone number or facsimile number for notices only by written notice to the other party.

**11. Compliance With Governmental Requirements.** Tenant shall comply with all rules and regulations, ordinances, statutes and laws of all county, state, federal and other governmental authorities, now or hereafter in effect pertaining to the Airport, the Premises, or Tenant's use thereof.

**12. Hazardous Substance And Waste.** Tenant shall comply with all laws regarding hazardous substances and wastes relative to occupancy and use of the Premises. Hazardous substances and wastes located on the Premises or Airport by Tenant, Tenant shall be liable and responsible for:

- a. removal of any such substances and wastes,
- b. costs associated with storage or use of hazardous substances,
- c. any damages to persons, property and the Premises or Airport,
- d. any claims resulting therefrom,
- e. any fines imposed by any governmental agency,
- f. any other liability as provided by law,
- g. reporting any release of hazardous materials to District
- h. placing a drip pan under each engine of stored aircraft

**13. Indemnification.** Tenant shall defend, protect, indemnify and hold harmless District, its directors, officers, employees, agents, and representatives ("District etc. "), at all times from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("liabilities, etc.") arising out of or in any way connected with: the acts omissions of Tenant or his/her its officers, agents, employees, guests, customers, visitors, or invitees; or Tenant's operations on, or use of occupancy of, the Premises or the Airport or Airport Facilities. Tenant shall indemnify and hold "District, etc. "harmless from and against any "liabilities, etc." Including third party claims, environmental requirements and environmental damages defined in Exhibit "C", Hazardous Material Definitions, as attached and incorporated herein by reference. Tenant shall notify District and City of Santa Maria Fire Department and County Fire Department immediately of any release of hazardous or toxic materials on the Premises or by Tenant elsewhere on the Airport.

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

**14. Environmental Requirements.** Tenant's use of Premises shall comply with the Airport District General Storm Water Discharge Permit, Federal Water Pollution Control Act, National Pollutant Discharge Elimination Permit and the Santa Maria Public Airport District Storm Water Prevention Plan.

**15. 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.

**16. Attorneys' Fees.** In event of action at law or in equity between District and Tenant arising out of this Agreement or any right or obligation derived herefrom, then in addition to all other relief at law or in equity, the prevailing party shall be entitled to recover from the unsuccessful party all attorneys' fees and costs incurred by the prevailing party.

**17. Possessory Taxes.** Tenant shall be solely responsible for the payment of possessory interest taxes as might be levied by the County of Santa Barbara. (Initial Here \_\_\_\_\_)

**18. Waiver.** No waiver by District of any breach of any covenant or condition shall be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's acceptance of rent with knowledge of Tenant's violation of a covenant, including nonpayment of rent, shall not waive District's right to enforce any covenant of this lease. District shall not be deemed to have waived any provision of this lease unless the waiver is in writing and signed by District.

**19. Insurance.**

(a). A certificate of insurance must be provided with a 30-day cancellation notice. The District must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the below requirements. Tenant's aircraft(s) shall not be operated without the required insurance coverage.

(b). The following insurance coverage is required for Tenant's aircraft(s). Aircraft Liability: Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be excluded.

IN WITNESS WHEREOF, the parties have executed this lease.

District

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: \_\_\_\_\_  
Martin Pehl, General Manager

Tenant

By: \_\_\_\_\_  
First Last

SAMPLE

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA01777
ADDRESS OF PREMISES: SANTA MARIA PUBLIC AIRPORT TERMINAL BUILDING 3249 TERMINAL DRIVE SANTA MARIA, CA 93455	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between: SANTA MARIA PUBLIC AIRPORT DISTRICT

whose address is: 3217 Terminal Drive  
Santa Maria, CA 93455

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to reconcile the Rent, and add FAR 52.204-27 clause.

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, effective upon execution by the Government, as follows:

Paragraph 1.03 A is deleted and replaced. FAR 52.204-27 Prohibition on a ByteDance Covered Application (June 2023) is added.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2022)**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 5 (June 20, 2023 – June 19, 2028)		Years 6 – 10 (June 20, 2028 – June 19, 2033)	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
SHELL RENT <sup>1</sup>	\$93,699.67	\$64.31	\$93,699.67	\$64.31
OPERATING COSTS <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00
TENANT IMPROVEMENTS RENT <sup>3</sup>	2,280.40	\$1.57	\$0.00	\$0.00
Full Service Rate	\$95,980.07	\$65.88	\$93,699.67	\$64.31

<sup>1</sup>Shell rent calculation:

(Firm Term) **\$64.31** per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) **\$64.31** per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: **\$0** per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Tenant Improvements of **\$11,402** are amortized at a rate of **0** percent per annum over **5** years

The following clause is added to the Lease.

**52.204-27 Prohibition on a ByteDance Covered Application (June 2023)**

(a) *Definitions.* As used in this clause—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR LESSOR GOV'T



(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOV'T