



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

Thursday
December 14, 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. ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS-ELECTION OF OFFICERS PURSUANT TO ARTICLE 1, SECTION 5, OF THE OFFICIAL ADMINISTRATIVE CODE OF THE DISTRICT.**
- 2. APPOINTMENT OF MEMBERS TO COMMITTEES AND ASSIGNMENT TO LIAISON POSITIONS.**
- 3. MINUTES OF THE SPECIAL MEETING HELD NOVEMBER 9, 2023**
- 4. MINUTES OF THE REGULAR MEETING HELD NOVEMBER 9, 2023**
- 5. 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)
- 6. GENERAL MANAGER'S REPORT**
- 7. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
 - b) Delinquent Tenant List
 - c) Budget Deviation

8. **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.
9. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE UPGRADES, SCOPE AND/OR SCHEDULE CHANGE ACKNOWLEDGMENT 1: CHANGE OF GUARANTEED CONSTRUCTION START DATE.**
10. **UPDATE FROM SAM ZANTZINGER, FROM FOREFRONT POWER, REGARDING DISTRICT SOLAR PROJECT.**
11. **DISCUSSION FROM SAM ZANTZINGER, FROM FOREFRONT POWER, REGARDING POTENTIAL LAND LEASE BETWEEN THE DISTRICT AND THE CITY OF SANTA MARIA FOR SOLAR PANELS.**
12. **NOMINATIONS FOR ONE REGULAR AND ONE ALTERNATE SPECIAL DISTRICT MEMBER TO SANTA BARBARA LAFCO AND AUTHORIZATION FOR THE PRESIDENT TO WRITE IN THE NOMINATIONS ON BEHALF OF THE DISTRICT.**
13. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE TWENTY SIXTH AMENDMENT OF LEASE BETWEEN THE DISTRICT AND CJJ FARMING.**
14. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE NINTH AMENDMENT OF LAND LEASE BETWEEN THE DISTRICT AND THE CITY OF SANTA MARIA FOR PIONEER PARK.**
15. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE TENTH AMENDMENT OF LAND LEASE BETWEEN THE DISTRICT AND THE CITY OF SANTA MARIA FOR PIONEER PARK.**
16. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF SERVICE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE SANTA MARIA AIRPORT U.S. CUSTOMS BUILDING REMODEL BETWEEN THE DISTRICT AND RAVATT ALBRECHT & ASSOCIATES, INC.**
17. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR PROFESSIONAL SERVICES FOR THE RUNWAY & TAXIWAY EMERGENCY REPAIRS.**
18. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT TO LICENSE AGREEMENT AND CONSENT OF LICENSE BETWEEN SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT AND THE MALDONADO COMPANIES, LLC, PURSUANT TO LEGAL COUNSEL REVIEW AND APPROVAL.**
19. **AUTHORIZATION FOR TWO STAFF MEMBERS TO ATTEND THE CENTRAL VALLEY FACILITIES EXPO TO BE HELD MARCH 20TH THROUGH THE 21ST, 2024, IN MODESTO, CA.**
20. **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: (Two cases).**
 - b) **Conference with Legal Counsel-Initiation of Litigation (Paragraph (4) of Subdivision (d) of Gov. Code Section 54956.9): (One case).**
21. **DIRECTORS' COMMENTS.**
22. **ADJOURNMENT.**



**2024 SMPAD BOARD OF DIRECTORS
COMMITTEE AND LIAISON APPOINTMENTS**

AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)

Directors &

ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)

Directors &

MARKETING & PROMOTIONS (Standing or Ad Hoc)

Directors &

BUSINESS PARK (Standing or Ad Hoc)

Directors &

CITY & COUNTY LIAISON

Directors &

STATE & FEDERAL LIAISON

Directors &

VANDENBERG LIAISON

Directors &

MINUTES OF THE SPECIAL BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD NOVEMBER 9, 2023

The Board of Directors of the Santa Maria Public Airport District held a Special Meeting at the regular meeting place at 5:30 p.m. Present were Directors Moreno, Adams, Baskett, Clayton, and Brown, General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. PUBLIC SESSION: Statements from the floor will be heard during public session for items on the agenda for the special meeting. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. 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.
2. Resolution 929. A Resolution of the Board of Directors of the Santa Maria Public Airport District finding sufficient basis for emergency contracting procedures pursuant to Public Contract Code Section 22050, Authorization for the award of the Runway and Taxiway Emergency Repair Project, and Authorization for the President and Secretary to execute the contract between the District and Granite Construction Company for the Runway and Taxiway Emergency Repair Project upon District Counsel's review of the contract, insurance, and bonds. Director Baskett made a Motion to approve. Director Brown Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, Baskett, Clayton, and Brown voted "Yes".
3. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on November 9, 2023, at 6:00 p.m. at the regular meeting place. Director Brown made that Motion, Director Adams Seconded and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Special Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 5:42 p.m. on November 9, 2023.

, President

, Secretary

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD NOVEMBER 9, 2023

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 5:57 p.m. Present were Directors Moreno, Adams, Baskett, Clayton, and Brown, General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD October 26, 2023. Director Baskett made a Motion to approve the minutes of the regular meeting held October 26, 2023. Director Clayton Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Pehl notified the Board he will be presenting to the Civil Grand Jury on November 13th.
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 072078 through 072119 in the amount of \$159,287.30, was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Brown Seconded and it was carried by a 5-0 vote.
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.

6. Presentation by Glenn Morris, Suzanne Singh, and Jennifer Harrison for the annual Chamber of Commerce update. Ms. Singh was the only presenter and updated the Board on her role as the Economic Development Director and provided tourism statistics.
7. Authorization for tuition reimbursement for one staff member. Director Baskett made a Motion to approve. Director Clayton Seconded and it was carried by a 5-0 vote.
8. Authorization for the President to execute the Proposal for PFAS Assessment between the District and SCS Engineers. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.
9. Resolution 928. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation for Carla Osborn for service as an employee of the Santa Maria Public Airport District. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, Baskett, Clayton, and Brown voted "Yes".
10. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and Tartaglia Engineering for the (Design, Bidding, and Construction phase services for Rehabilitate Parallel and Connecting Taxiways Phase 1) at the Santa Maria Public Airport District. Director Brown made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.
11. Authorization for the President and Secretary to execute the Assignment of the Commercial Hangar/Building Space Lease between the District and International Emergency Services, Inc. to James S. Bagnard for the hangar located at 3117-C Liberator Street, Santa Maria, CA 93455. Director Adams made a Motion to approve. Director Brown Seconded and it was carried by a 4-0 vote. Directors Moreno, Adams, Clayton, and Brown voted "Yes". Director Baskett abstained.
12. Nominations for one Regular and one Alternate Special District member to Santa Barbara LAFCO and authorization for the President to write in the nominations on behalf of the District. This item was tabled until the next regular meeting.
13. Authorization for the President and Secretary to execute a Consent of Lessor between Maldonado Companies and Santa Barbara County Fire Protection District pursuant to legal counsel review and approval. Direction was given to staff for Mr. Maldonado to meet with the Business Park committee.

RECESS: At 6:40 p.m.

Return to OPEN SESSION: At 6:45 p.m. The Board and staff reconvened to Open Session

14. CLOSED SESSION. At 6:45 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: (Two cases).

At 7:12 pm., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

15. DIRECTORS' COMMENTS: Directors Brown and Adams had no comment.

Director Baskett questioned the effectiveness of the non-airworthy policy.

Director Clayton thanked the Veterans and invited everyone to his Veterans Day BBQ.

President Moreno said the BBQ was a great event and he thanked the Veterans as well.

16. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on December 14, 2023, at 6:00 p.m. at the regular meeting place. Director Clayton made that Motion, Director Baskett 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 7:15 p.m. on November 9, 2023.

, President

, 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 072120 to 072249 and electronic payments on Pacific Premier Bank and in the total amount of \$3,657,416.11.

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 072120 to 072249 and electronic payments on Pacific Premier Bank in the total amount of \$3,657,416.11 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 DECEMBER 14, 2023.

SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
72086		VOID		
72079		VOID		
72090		VOID		
* 72120	11/8/2023	American Assn of Airport Exec	\$3,000.00	2023 USCTA Membership
* 72121	11/8/2023	Adams, Chuck	\$300.00	Director's Fees
* 72122	11/8/2023	AT&T	\$178.71	Telephone Service
* 72123	11/8/2023	Avsurance Corporation	\$17,763.00	Airport Liability Insurance
* 72124	11/8/2023	Bomar Security & Investigation	\$10,949.75	Security Service
* 72125	11/8/2023	Brown, Steve	\$300.00	Director's Fees
* 72126	11/8/2023	Coast Networx	\$210.00	Computer Support Services
* 72127	11/8/2023	City of Guadalupe	\$26,203.85	Security Service/ LEO September 2023
* 72128	11/8/2023	Clark Pest Control	\$1,533.00	Weed/Wildlife Abatement
* 72129	11/8/2023	Comcast	\$1,304.15	Cable/Internet/Digital Voice
* 72130	11/8/2023	C.J. Brown & Company, CPAs	\$19,356.00	Annual Audit
* 72131	11/8/2023	Federal Express	\$11.45	Shipping Services
* 72132	11/8/2023	Fenton, Kerry	\$108.74	Reimbursement - Uniform Jacket
* 72133	11/8/2023	Frontier Communications	\$983.17	Telephone Service
* 72134	11/8/2023	Groveman Hiete LLP	\$16,271.00	Legal Counsel Services
* 72135	11/8/2023	J B Dewar, Inc	\$954.98	Unleaded/Diesel Fuel
* 72136	11/8/2023	MarTeeny Designs	\$275.00	Website Maintenance
* 72137	11/8/2023	Mead & Hunt, Inc.	\$6,975.00	Airport Consulting Service
* 72138	11/8/2023	Mission Linen Service	\$129.27	Uniform Service
* 72139	11/8/2023	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 72140	11/8/2023	Pathpoint	\$1,785.53	Airport Maint. Svc - Window Cleaning
* 72141	11/8/2023	Linde Gas&Equipment	\$1,635.09	Shop Supplies
* 72142	11/8/2023	RRM Design Group	\$2,580.75	Parcel Rezoning/Plan Amendment
* 72143	11/8/2023	State Water Resources Control Board	\$44.05	Site Cleanup Prgm 7/1 -9/30/23
* 72144	11/8/2023	Total Compensation Systems, Inc.	\$697.50	Actuarial Services - 2nd Installment
* 72145	11/8/2023	Ultrax Business Solutions	\$12.93	Equipment Lease- Usage Charge
* 72146	11/8/2023	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 72147	11/8/2023	Work World	\$402.33	Shop Supplies - Work Uniform
* 72148	11/8/2023	HR Your Way, Inc.	\$1,812.50	Recruitment Services
* 72149	11/8/2023	Baskett, David	\$200.00	Director's Fees
* 72150	11/8/2023	Digital West	\$950.65	Network Services - Terminal
* 72151	11/8/2023	Moreno, Ignacio	\$107.10	Director's Fees
* 72152	11/15/2023	Airports Council International-NA	\$1,815.00	2024 Airport Member Dues
* 72153	11/15/2023	Adamski Moroski	\$6,616.00	Legal Counsel Services
* 72154	11/15/2023	Advantage Answering Plus	\$781.34	Answering Service
* 72155	11/15/2023	Bartlett, Pringle & Wolf	\$875.00	Software Support - Acumatica
* 72156	11/15/2023	Bob's Rubber Stamps	\$45.66	Name Plate

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72157	11/15/2023	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 72158	11/15/2023	Consolidated Electrical Distributors, Inc.	\$752.87	Lighting Maint. / Shop Supplies
* 72159	11/15/2023	City of Guadalupe	\$30,065.56	Security Service /LEO October 23
* 72160	11/15/2023	City of Santa Maria	\$779.71	Construction Meter Fees
* 72161	11/15/2023	City of Santa Maria-Util Div	\$11,501.05	Utilities - Water
* 72162	11/15/2023	Clark Pest Control	\$983.00	Weed/Wildlife Maintenance
* 72163	11/15/2023	Comcast Business	\$2,205.77	Internet Service
* 72164	11/15/2023	Electronic Parts Store	\$25.00	Shop Supplies
* 72165	11/15/2023	Frontier Communications	\$245.35	Telephone Service
* 72166	11/15/2023	Grainger	\$799.39	Shop Supplies
* 72167	11/15/2023	Haussler, Yekaterina	\$1,630.00	Tuition Reimbursement
* 72168	11/15/2023	J C Beasley Enterprises	\$367.50	Fencing and Gates
* 72169	11/15/2023	J.D. Humann Landscape Contr.	\$5,015.28	Landscaping - Terminal
* 72170	11/15/2023	Mission Linen Service	\$129.27	Uniform Service
* 72171	11/15/2023	Napa Auto Parts	\$271.21	Vehicle Maintenance
* 72172	11/15/2023	RRM Design Group	\$4,290.00	SMX Business Park Lot Line Adj.
* 72173	11/15/2023	Safety-Kleen	\$261.10	Used Oil Recycling
* 72174	11/15/2023	Service Star	\$25,254.12	Janitorial Service
* 72175	11/15/2023	S Lombardi & Assoc., Inc.	\$9,900.00	Airport Advertising
* 72176	11/15/2023	Trinity Landscape Center	\$225.74	Weed/Wildlife Maintenance
* 72177	11/15/2023	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 72178	11/15/2023	The Widroe Group, Inc.	\$1,992.65	NBAA Convention - Reimb.
* 72179	11/15/2023	Easley, Justin	\$1,834.15	AAAE Study Course - Travel Reimb.
* 72180	11/15/2023	Central Coast Jet Center	\$2,655.00	Tenant Refund
* 72181	11/15/2023	Hi-Per Aviation, Inc.	\$452.00	Tenant Refund
* 72182	11/20/2023	Tartaglia Engineering	\$240,705.41	Taxiway Rehabilitation
* 72183	11/20/2023	Granite Construction	\$2,833,652.75	Taxiway Rehabilitation
* 72184	11/29/2023	Alpha Fire Corporation	\$850.00	Annual Fire Sprinkler Inspection
* 72185	11/29/2023	AT&T	\$171.22	Telephone Service
* 72186	11/29/2023	CNH Industrial Accounts	\$1,490.29	Vehicle Maintenance
* 72187	11/29/2023	Bomar Security & Investigation	\$2,821.50	Security Service
* 72188	11/29/2023	CA Department of Tax and Fee Administration	\$375.21	Water Rights 7/1/23 - 6/30/24
* 72189	11/29/2023	Consolidated Electrical Distributors, Inc.	\$149.86	Terminal Maintenance
* 72190	11/29/2023	City of Santa Maria-Util Div	\$12,075.49	Utilities - Water
* 72191	11/29/2023	Clark Pest Control	\$272.00	Building Maintenance - Terminal
* 72192	11/29/2023	Coast Clutch & Brake Supply	\$753.32	Vehicle Maintenance
* 72193	11/29/2023	Fence Factory	\$802.85	Fencing and Gates
* 72194	11/29/2023	Frontier Communications	\$789.66	Telephone Service
* 72195	11/29/2023	Grainger	\$481.95	Shop Supplies

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72196	11/29/2023	Hayward Lumber Company	\$40.22	Dump Truck Bed
* 72197	11/29/2023	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 72198	11/29/2023	J B Dewar, Inc	\$726.80	Unleaded/Diesel Fuel
* 72199	11/29/2023	Letters, Inc.	\$75.00	Car Wash
* 72200	11/29/2023	LSC Communications	\$39.03	FAA Publications
* 72201	11/29/2023	McMaster-Carr	\$814.45	Shop Supplies
* 72202	11/29/2023	Mission Linen Service	\$129.27	Uniform Service
* 72203	11/29/2023	Napa Auto Parts	\$23.36	Vehicle Maintenance
* 72204	11/29/2023	Outdoor Supply Hardware	\$154.75	Pavement Landing/Hangar Maintenance
* 72205	11/29/2023	Pat's Automotive	\$90.75	Vehicle Maintenance
* 72206	11/29/2023	San Luis Powerhouse	\$3,433.20	Kohler Emergency Generator - Annual Svs
* 72207	11/29/2023	SB County Air Pollution	\$535.00	Permit Reevaluation Fee 3237 Lightning St
* 72208	11/29/2023	SCS Engineers	\$1,760.00	PFAS Assessment Workplan - October 2023
* 72209	11/29/2023	Smith's Alarms & Electronics Inc.	\$651.75	Fire Alarm Service
* 72210	11/29/2023	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 72211	11/29/2023	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 72212	11/29/2023	Western Propane Service	\$24.43	Vehicle Maintenance
* 72213	11/29/2023	Winema Industrial & Safety Supply	\$129.90	Shop Supplies
* 72214	11/29/2023	David K. Wolff Environmental, LLC	\$3,045.00	Environmental Consulting
* 72215	11/29/2023	Gsolutionz, Inc.	\$546.28	Voice/Cloud Svcs 11/15-12/14/23
* 72216	12/7/2023	Adams, Chuck	\$300.00	Director's Fees
* 72217	12/7/2023	Adamski Moroski	\$6,370.00	Legal Counsel Services
* 72218	12/7/2023	ADB SAFEGATE Americas LLC	\$9,082.76	Signs - Landing Area
* 72219	12/7/2023	Advantage Answering Plus	\$544.88	Answering Service
* 72220	12/7/2023	AT&T	\$132.01	Telephone Service
* 72221	12/7/2023	Bedford Enterprises, Inc.	\$386.66	Hangar Maintenance
* 72222	12/7/2023	BMI PacWest	\$123.28	Terminal Maintenance
* 72223	12/7/2023	Bomar Security & Investigation	\$5,026.69	Security Service
* 72224	12/7/2023	Brown, Steve	\$200.00	Director's Fees
* 72225	12/7/2023	Consolidated Electrical Distributors, Inc.	\$508.32	Hangar/Terminal Lighting Maint.
* 72226	12/7/2023	Coast Networx	\$210.00	Computer Support Services
* 72227	12/7/2023	Clark Pest Control	\$983.00	Weed/Wildlife Maintenance
* 72228	12/7/2023	De Lage Landen	\$83.74	Copier
* 72229	12/7/2023	Emergency Repair Door Service	\$270.00	Shop Supplies
* 72230	12/7/2023	Frontier Communications	\$983.17	Telephone Service
* 72231	12/7/2023	Grainger	\$80.60	Shop Supplies
* 72232	12/7/2023	J B Dewar, Inc	\$2,738.31	Unleaded/Diesel Fuel
* 72233	12/7/2023	MarTeeny Designs	\$275.00	Website Maintenance
* 72234	12/7/2023	McMaster-Carr	\$65.05	Terminal Maintenance
* 72235	12/7/2023	Mission Linen Service	\$258.54	Uniform Service

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72236	12/7/2023	Pathpoint	\$1,922.29	Airport Maint. Svc - Window Cleaning
* 72237	12/7/2023	Planes of Fame Air Museum	\$2,500.00	Airfest Security Deposit Refund
* 72238	12/7/2023	SBCCSDA	\$300.00	2024 Annual Dues
* 72239	12/7/2023	Santa Maria Times	\$240.00	Annual Subscription - Newspaper
* 72240	12/7/2023	Verizon Wireless	\$1,223.38	Mobile Devices
* 72241	12/7/2023	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 72242	12/7/2023	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 72243	12/7/2023	Oberon3, Inc	\$50.00	Terminal Maintenance
* 72244	12/7/2023	Baskett, David	\$100.00	Director's Fees
* 72245	12/7/2023	Moreno, Ignacio	\$300.00	Director's Fees
* 72246	12/7/2023	U.S. Bank Equipment Finance	\$544.96	RICOH Printer Lease
* 72247	12/7/2023	International Emergency Services, Inc.	\$1,434.00	Tenant Refund
* 72248	12/7/2023	Haberman, Kathleen	\$5.00	Tenant Refund
* 72249	12/7/2023	WW Fly, LLC	\$259.00	Tenant Refund
		Subtotal	<u>\$3,414,848.76</u>	
ACH	11/7/2023	Empower Retirement	\$1,173.19	Employee Paid Retirement
ACH	11/7/2023	PG&E	\$18,266.15	Terminal/Admin/Hangar Electricity
ACH	11/7/2023	CalPers	\$6,969.41	Employee Retirement
ACH	11/8/2023	Empower Retirement	\$5,737.55	Employee Paid Retirement
ACH	11/9/2023	Paychex	\$26,120.20	Payroll
ACH	11/9/2023	Paychex	\$7,354.59	Payroll Taxes
ACH	11/9/2023	Umpqua Bank	\$114.90	CC Fees
ACH	11/10/2023	Paychex	\$195.09	Paychex Invoice
ACH	11/10/2023	CalPers	\$13,908.50	Employee Health Insurance
ACH	11/14/2023	Pacific Premier Bank	\$271.87	Analysis Activity
ACH	11/14/2023	PG&E	\$1,284.89	Terminal/Admin/Hangar Electricity
ACH	11/14/2023	The Gas Company	\$179.22	Utilities -Gas
ACH	11/14/2023	Quadient	\$200.00	Postage
ACH	11/15/2023	Collective Communications	\$7,500.00	Collective Strategies
ACH	11/20/2023	Amazon Capital Services	\$1,644.41	Office Equipment, Shop Supplies, Vehicle Maint.
ACH	11/21/2023	CalPers	\$6,969.41	Employee Retirement
ACH	11/22/2023	Paychex	\$26,081.82	Payroll
ACH	11/22/2023	Paychex	\$7,339.23	Payroll Taxes
ACH	11/22/2023	Empower Retirement	\$5,737.55	Employee Paid Retirement
ACH	11/24/2023	Paychex	\$195.09	Paychex Invoice

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	11/27/2023	Ready Refresh	\$51.54	Water Delivery
ACH	11/27/2023	Umpqua Bank	\$12,130.07	Bus. Travel, Terminal Maint., Shop Supplies
ACH	11/30/2023	Aflac	\$204.24	Voluntary Insurance - Employee
ACH	12/1/2023	Principal	\$2,491.87	Employee Dental/Life/Disability Insurance
ACH	12/4/2023	Ready Refresh	\$341.68	Water Delivery
ACH	12/4/2023	Collective Communications	\$7,500.00	Collective Strategies
ACH	12/5/2023	CalPers	\$7,343.63	Employee Retirement
ACH	12/7/2023	Paychex	\$29,040.63	Payroll
ACH	12/7/2023	Paychex	\$8,269.37	Payroll Taxes
ACH	12/8/2023	Paychex	\$195.09	Paychex Invoice
ACH	12/8/2023	PG&E	\$18,012.73	Terminal/Admin/Hangar Electricity
ACH	12/8/2023	Empower Retirement	\$5,834.93	Employee Paid Retirement
ACH	12/11/2023	CalPers	\$13,908.50	Employee Health Insurance
		Subtotal	<u>\$242,567.35</u>	
		Total	<u><u>\$3,657,416.11</u></u>	

Santa Maria Public Airport District
DELINQUENT TENANT LIST
as of December 2023

HANGAR	TOTAL OWED	DAYS DELINQUENT
3027-B	\$329.00	

GRAND TOTAL:
\$329.00



Santa Maria Public Airport District

December 14, 2023

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #1 for 2023-2024 Budget

It is recommended that the 2023 - 2024 Budget be amended to include the following changes:

Expenses	Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.) 87000 Bad Debt Expense	\$19,682.01	\$0.00	\$19,682.01
Total	<u>\$19,682.01</u>	<u>\$0.00</u>	<u>\$19,682.01</u>

1.) Write off revenue incurred but not collected for Hangar 3029-B Airpark Drive, Baskett hangar.

Veroneka Reade, Manager of Finance and Administration

Recommended: _____
Martin Pehl, General Manager

Approved Board Meeting
of December 14, 2023 _____
_____, Secretary

Santa Maria Airport District – Main Terminal

**Upgrades, Scope and/or Schedule Change Acknowledgment 1:
Change of Guaranteed Construction Start Date**

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – Solar, between Santa Maria Public Airport District, a public agency (“Purchaser”) and FFP BTM Solar, LLC, a Delaware limited liability company (“Provider”), dated September 22nd, 2022 (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of November 9th, 2023 (the “Acknowledgment Effective Date”).

1. Type of Change:

- Distribution Upgrades
- Scope Changes (ITC Eligible)
- Scope Changes (Non-ITC Eligible)
- Day for Day Extension
- Extension for Good Cause

2. Description of Change:

- Guaranteed Construction Start Date change due to long electrical equipment lead times and design review/permitting timelines.

3. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date:

- Section 5.1 of the Special Conditions is hereby amended by deleting “450 days from the Effective Date” and replacing it with “670 days from the Effective Date”.
- The Guaranteed Commercial Operation Date is 270 days from the Guaranteed Construction Start Date.

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

SANTA MARIA AIRPORT DISTRICT

FFP BTM Solar, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ENERGY SERVICES AGREEMENT – SOLAR

Santa Maria Airport District Main Terminal

This Energy Services Agreement (“Agreement”) is made and entered into as of this 22nd day of September, 2022 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between FFP BTM SOLAR, LLC, a Delaware limited liability company (“Provider”), and *Santa Maria Public Airport District, a public agency* (“Purchaser”; and, together with Provider, each, a “Party” and together, the “Parties”).

RECITALS

- A. Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;
- B. Provider is in the business of designing, constructing, owning, financing, and operating solar photovoltaic systems for the purpose of selling power generated by the systems to its purchasers;
- C. California Government Code sections 4217.10 et seq. authorizes a public entity to enter into energy service contracts, facility financing contracts, and related agreements to implement the State’s conservation and alternative energy supply source policy;
- D. Purchaser’s governing body has made those findings required by Government Code section 4217.12 that the anticipated cost to the Purchaser for Energy Services provided by the System under this Agreement is expected to be less than the anticipated marginal cost to the Purchaser of electrical energy that would have been consumed by Purchaser in the absence of its purchase of the Energy Services;
- E. Provider and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between FFP BTM Solar, LLC and Purchaser dated as of September 22, 2022 (“General Terms and Conditions”), which are incorporated by reference as set forth herein; and
- F. The terms and conditions of this Energy Services Agreement, excluding the General Terms and Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Terms and Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Terms and Conditions. The General Terms and Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Terms and Conditions), unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the “Initial Term”). After the Initial Term, this Agreement may be renewed for an additional five (5) year term (a “Renewal Term”). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of this Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

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Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Reserved
Schedule 7	Specific Items for Scope of Work
Schedule 8	Acknowledgment of Upgrades, Schedule or Scope Change
Schedule 9	Site Diagram
Schedule 10	Microgrid Feasibility Analysis

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser’s electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser’s country.
5. Milestone Dates.
- 5.1 The Guaranteed Construction Start Date is 450 days from Effective Date provided that the Local Electric Utility is prepared to begin its construction on any required utility, (distribution or transmission), upgrades, if any. In the event that the Local Electric Utility is not prepared to commence construction on required upgrades, if any are required, Provider will be allowed a day for day extension to the Guaranteed Construction Start Date, as defined in the Definitions section of Exhibit A General Terms and Conditions between the Parties.
- 5.2 The Guaranteed Commercial Operation Date is 270 days from Guaranteed Construction Start Date.
6. Purchase Requirement; Energy Services Payment. “Energy Services” means the supply of electrical energy output from the System and any associated reductions in Purchaser’s peak demand from its Local Electric Utility. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.
7. Net Energy Metering.
- 7.1 The Parties acknowledge that the pricing assumes Net Energy Metering (NEM) 2.0 for the Initial Term. If (i) Provider fails to submit interconnection applications by October 31, 2022, or (ii) prior to the Commercial Operation Date, Provider fails to keep such interconnection applications in good standing such that the System would not be eligible for NEM 2.0, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee. The foregoing shall not apply to the extent Provider’s failure is caused by an act or omission by Purchaser in connection with Provider’s submittal of interconnection applications.
- Provided, however*, that in the event of a change in Applicable Law that occurs after the Commercial Operation Date and results in a loss of NEM 2.0 grandfathering, Purchaser shall have no such termination right. Provided further that Purchaser shall ensure any correspondence with the Local Electric Utility regarding the tariff and changes to the interconnection agreement are promptly shared with Provider.
8. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions (“Estimated Annual Production”). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, Provider will provide

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a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).

9. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

10. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Terms and Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.

11. Distribution Upgrades, Scope and Schedule Changes.

- 11.1 For any distribution upgrades required or changes to the scope of Installation Work made pursuant to Schedule 2 of the Special Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the description of the distribution upgrades or change in scope of the Installation Work (ii) the amount of the adjustment in the kWh Rate and Early Termination Fee that corresponds to such costs, if any (iii) changes to the Estimated Annual

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Production in Schedule IV, if any, and (iv) any change to the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date resulting from such upgrades or scope changes;

11.2 For any day for day extensions made pursuant to Section 2.2(b) of the General Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the circumstances that warrant such day for day extension and (ii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date;

11.3 For any extensions that are not made pursuant to Section 2.2(b) of the General Conditions, Provider may request extensions to the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date to the extent that Provider can demonstrate to Purchaser that Provider is seeking such extension for good cause. Purchaser in its sole discretion may approve such extension(s) by executing an acknowledgment in the form attached hereto as Schedule 8 on which Provider details (i) the circumstances for which Provider deems good cause for such extension(s), (ii) the actions that Provider is taking to complete the System on a schedule agreeable to the Purchaser and (iii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date.

For the avoidance of doubt, Purchaser designates the District’s General Manager as authorized to execute the acknowledgment form attached hereto as Schedule 8 provided the terms of such acknowledgment comply with this Section 11.

12. Sunlight Access. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

13. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

PROVIDER:
FFP BTM SOLAR, LLC

PURCHASER:
Santa Maria Public Airport District

By: Michael Smith
Name: Michael Smith
Title: President
Date: Sep 29, 2022

By: Chris Hastert
Name: Chris Hastert
Title: General Manager
Date: Sep 29, 2022

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

<u>A. Premises</u>	349 Terminal Drive Santa Maria, CA 93455, USA
Site diagram attached:	X Yes <input type="checkbox"/> No
<u>B. Description of Solar System</u>	Behind the meter, grid interconnected, canopy mounted solar. (the “ <u>System</u> .”)
Solar System Size:	524.61 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
<u>C. Anticipated Subsidy or Rebate</u>	\$0

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

PPA Rate Table

Term Year	kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	\$0.1620	11	\$0.1620
2	\$0.1620	12	\$0.1620
3	\$0.1620	13	\$0.1620
4	\$0.1620	14	\$0.1620
5	\$0.1620	15	\$0.1620
6	\$0.1620	16	\$0.1620
7	\$0.1620	17	\$0.1620
8	\$0.1620	18	\$0.1620
9	\$0.1620	19	\$0.1620
10	\$0.1620	20	\$0.1620

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Distribution Upgrades. Within thirty (30) days of receipt of notice from the Local Electric Utility of distribution upgrade costs required by the Local Electric Utility, Purchaser will provide written notice (email is acceptable) to Provider of Purchaser's election of one of the following options:

- a. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in PPA Rate Table will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
- b. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in PPA Rate Table will increase \$0.0007 per kWh.

Scope Changes (ITC Eligible): If changes in project scope occur that are eligible for the Federal Investment Tax Credit (such as but not limited to adverse geotechnical conditions) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table will remain unchanged.
- b. For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table will increase \$0.00044 per kWh.

Scope Changes (Non-ITC Eligible): If changes in project scope occur that are not eligible for the Federal Investment Tax Credit (such as but not limited to additional required ADA upgrades) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- c. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table will remain unchanged.
- d. For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table will increase \$0.00058 per kWh.

If the aggregate of costs set forth above for which Purchaser has elected to pay for via increased kWh Rate exceed the maximum total kWh Rate increase of \$0.02883 the Provider has the option to terminate this Agreement and to remove the System pursuant to Section 2.4 of the General Conditions. In no event shall Purchaser be responsible for costs that exceed the stated kWh Rate increase.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
1*	\$5.09		--
2	\$4.32		--
3	\$4.06		--
4	\$3.81		--
5	\$3.57		--
6	\$3.33	5 th Anniversary	\$2.83
7	\$3.28	6 th Anniversary	\$2.78
8	\$3.25	7 th Anniversary	\$2.75
9	\$3.21	8 th Anniversary	\$2.71
10	\$3.17	9 th Anniversary	\$2.67
11	\$3.13	10 th Anniversary	\$2.63
12	\$3.08	11 th Anniversary	\$2.58
13	\$3.04	12 th Anniversary	\$2.54
14	\$2.99	13 th Anniversary	\$2.49
15	\$2.95	14 th Anniversary	\$2.45
16	\$2.90	15 th Anniversary	\$2.40
17	\$2.85	16 th Anniversary	\$2.35
18	\$2.79	17 th Anniversary	\$2.29
19	\$2.74	18 th Anniversary	\$2.24
20	\$2.68	19 th Anniversary	\$2.18

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	896,034	11	852,227
2	891,554	12	847,966
3	887,096	13	843,726
4	882,660	14	839,507
5	878,247	15	835,310
6	873,856	16	831,133
7	869,487	17	826,978
8	865,139	18	822,843
9	860,814	19	818,728
10	856,509	20	814,635

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Provider may deliver to Purchaser an updated table on or about the Commercial Operation Date based on the actual System size and design.

V. Schedule 5 – Notice Information

Purchaser:

[]

Provider:

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 725
San Francisco, CA 94104

With a copy to

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Legal Department
100 Montgomery St., Suite 725
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Reserved

VII. Schedule 7 – Specific Items for Scope of Work

- 1.1. All System structures shall be permitted through the authority having jurisdiction as carports or shade structures, as applicable. Provider shall obtain permits on behalf of the project(s), including building department, structural, grading, and/or electrical permits as required.
- 1.2. Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption (NOE), and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment.
- 1.3. Solar arrays will be canopy height of 10' minimum clearance.
- 1.4. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Provider will remove tree such that area is flush with grade. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the system and such approval shall not be unreasonably withheld. Purchaser shall be

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responsible for the costs associated with afforestation or reforestation for any trees removed. Purchaser can elect to address afforestation or reforestation itself, or require that Provider address it through the change order process described in Schedule 2. Irrigation re-routing shall not be the responsibility of the Provider.

- 1.5. Provider shall be responsible for verifying and understanding existing ADA parking, striping, and paths of travel and what code-required upgrades may be necessary as a result of the System and any pre-existing non-compliance. Provider shall be responsible for all required ADA striping, signage within the solar canopy footprint and connecting to existing ADA-compliant path of travel. Provider's scope excludes any demolition, grading, paving, curb cuts, or truncated domes throughout the Premises to achieve ADA compliance, or any required ADA striping and signage outside of the solar canopy footprint and connecting to the existing ADA-compliant path of travel. Should any excluded items for ADA-compliance be required, Provider will work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay the costs associated with such upgrades, including potentially an increase in the kWh rate in Schedule 2.
- 1.6. Provider assumes that soil conditions are not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. Specifically, ForeFront Power assumes no required shoring or de-watering for trenches, and a maximum required pier depth of 10' and diameter of 30". If soil conditions prove to be more adverse than these assumptions, Provider shall not be responsible for such additional expenses. Provider shall work with Purchaser in good faith to determine a mutually acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.
- 1.7. Provider and Purchaser are operating under the assumption that the Federal Aviation Administration (FAA) will determine that Project has no hazard, will not require any mitigations, and their review will not cause construction delay. If mitigation is required as a result of the FAA review, Purchaser shall be responsible for the costs of such mitigations, provided, Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2. Provider shall also be granted a day for day extension for any additional studies mitigation work to reach a no hazard determination.
- 1.8. Provider agrees to construct the System in no more than 1 construction phase, and that Provider will be allowed ample space, to the extent that it is available, to store material on site.
- 1.9. Provider has determined through preliminary site visits and review that Purchaser's current 480V main electrical service equipment will need to be replaced in order to facilitate installation and energization of the System. Provider shall be responsible for replacing the existing service equipment with new equipment with no reduction in functionality to Purchaser's electrical infrastructure. Provider assumes that the upgrades will be considered by the serving electric utility as a "like-for-like" replacement, allowing the new service equipment to be located where the existing service equipment is located and that no additional utility upgrades will be required. Provider's also assumes that existing branch circuit conductors are of sufficient length for re-terminating in the new service equipment or can be spliced to new conductors. Should additional work be required to Purchaser's electrical infrastructure, Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay such additional costs, if any, including potentially an increase in the kWh rate by exercising the Scope Changes (Distribution, Transmission, and Electrical Infrastructure Upgrades) rates in Schedule 2. Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for transmission and distribution upgrades determined necessary by the Local Electric Utility.

VIII. Schedule 8 – Acknowledgment of Upgrades, Schedule or Scope Change

Upgrades, Scope and/or Schedule Change Acknowledgment

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – [Solar], between [PURCHASER] (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated [, 20] (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of [INSERT DATE] (the “Acknowledgment Effective Date”).

1. Type of Change:

- Distribution Upgrades
- Scope Changes (ITC Eligible)
- Scope Changes (Non-ITC Eligible)
- Day for Day Extension
- Extension for Good Cause

2. Description of Change

[INSERT DESCRIPTION AND IF PROVIDER SEEKING EXTENSION FOR GOOD CAUSE, PROVIDER TO DETAIL CIRCUMSTANCES AND ACTIONS PROVIDER IS TAKING TO COMPLETE SYSTEM ON AGREED UPON SCHEDULE]

3. kWh Rate and Early Termination Fee [IF NO IMPACT TO RATE OR ETF THEN DELETE]

[INSERT UPDATED KWH RATE AND EARLY TERMINATION FEE TABLE]

4. Estimated Annual Production [IF NO IMPACT TO ESTIMATED ANNUAL PRODUCTION THEN DELETE]

[INSERT UPDATED SCHEDULE 4 ESTIMATED ANNUAL PRODUCTION TABLE]

5. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date [IF NO IMPACT TO CLIFF DATES THEN DELETE]

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

Guaranteed Construction Start Date: []
Guaranteed Commercial Operation Date: []

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

[PURCHASER]

FFP BTM Solar, LLC

By: _____

By: _____

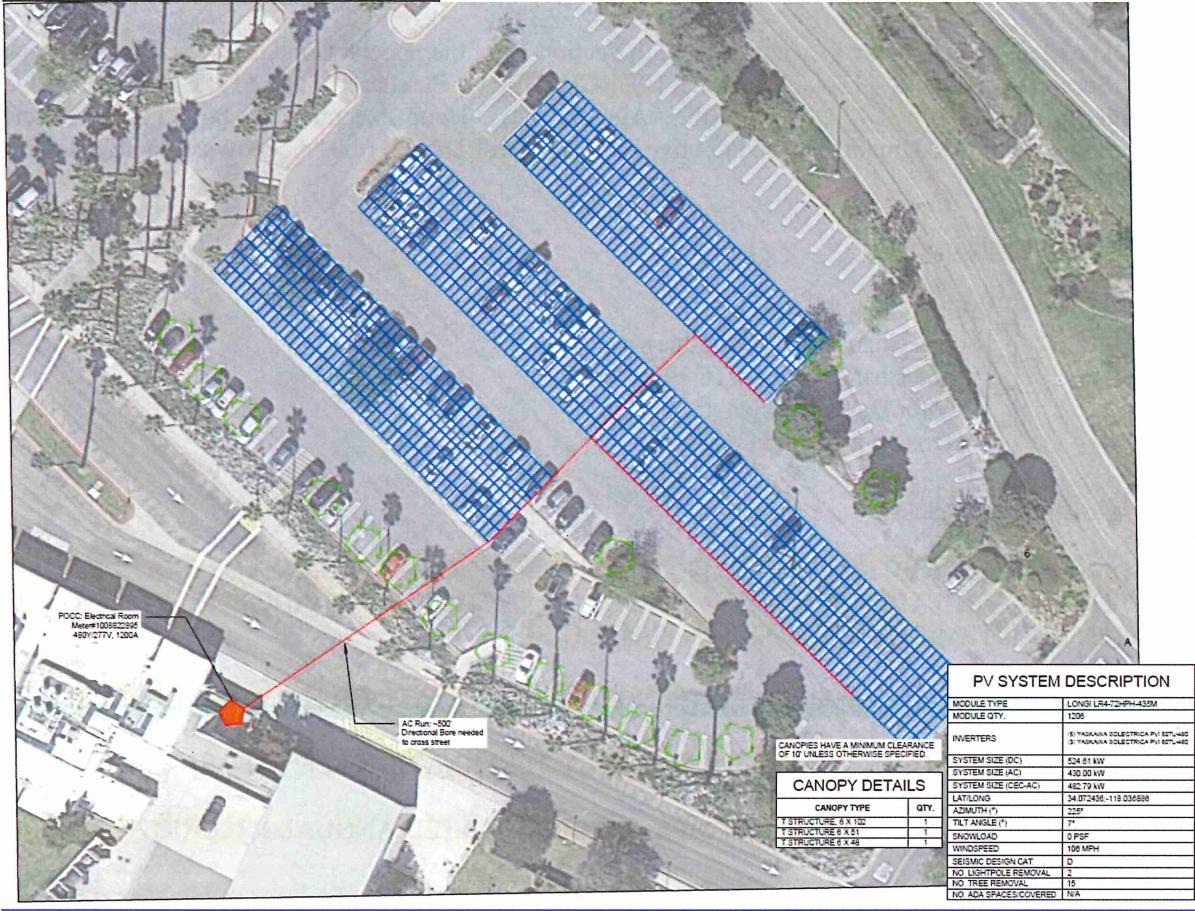
Name: _____

Name: _____

Title: _____

Title: _____

IX. Schedule 9 – Site Diagram












Clean_SPURR Solar ESA Special Conditions - Santa Maria Airport District - 9.12.22

Final Audit Report

2022-09-29

Created:	2022-09-28
By:	Kerry Fenton (kfenton@santamariaairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeTIWsfGCQA3Nrz3J6KKQK74LUZPv6SP

"Clean_SPURR Solar ESA Special Conditions - Santa Maria Airport District - 9.12.22" History

-  Document created by Kerry Fenton (kfenton@santamariaairport.com)
2022-09-28 - 0:45:07 AM GMT- IP address: 50.216.198.146
-  Document emailed to msmith@forefrontpower.com for signature
2022-09-28 - 0:47:29 AM GMT
-  Email viewed by msmith@forefrontpower.com
2022-09-28 - 1:24:20 AM GMT- IP address: 74.77.171.205
-  Signer msmith@forefrontpower.com entered name at signing as Michael Smith
2022-09-29 - 11:34:16 PM GMT- IP address: 74.77.171.205
-  Document e-signed by Michael Smith (msmith@forefrontpower.com)
Signature Date: 2022-09-29 - 11:34:18 PM GMT - Time Source: server- IP address: 74.77.171.205
-  Document emailed to Chris Hastert (chastert@santamariaairport.com) for signature
2022-09-29 - 11:34:20 PM GMT
-  Email viewed by Chris Hastert (chastert@santamariaairport.com)
2022-09-29 - 11:36:49 PM GMT- IP address: 50.216.198.146
-  Document e-signed by Chris Hastert (chastert@santamariaairport.com)
Signature Date: 2022-09-29 - 11:37:13 PM GMT - Time Source: server- IP address: 50.216.198.146
-  Agreement completed.
2022-09-29 - 11:37:13 PM GMT

LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
805/568-3391 ♦ FAX 805/568-2249
www.sblafco.org ♦ lafco@sblafco.org

November 1, 2023

TO: Members of the Independent Special District Selection Committee

SUBJECT: Nominations for one Regular and one Alternate Special District Member to Santa Barbara LAFCO;

CALL FOR NOMINATIONS FOR AND NOTICE OF ELECTION FOR LAFCO

REGULAR AND ALTERNATE SPECIAL DISTRICT MEMBERS

This is a Call for Nominations of one Regular and one Alternate Special District Member to serve as the special district members on LAFCO. It is recommended that this be placed on your Board's Agenda. The Committee is made up of the presiding officer of each district; however, if a presiding officer is unable to participate, a district board may appoint one of its members as an alternate to participate in the presiding officer's place, a copy of the meeting minutes showing the appointment needs to be presented along with your nomination form.

A Nomination Form is attached and must be filled out and signed by the presiding officer of a district or, if that person is unable to participate, then by his or her alternate as designated by the district board. (See GC § 56332.) Nominations are requested by no later than January 4, 2024.

1. **Nominations for the one LAFCO Regular and one Alternate Special District Member.** The current term of office of the current Regular Special District Member and the Alternate Special District Member ends on March 1, 2024. The term of office shall be four years or until the appointment and qualification of his or her successor. The new term of office ends on March 1, 2028.
2. **Voting Requirements.** The Independent Special District Selection Committee consist of the presiding officer of the legislative body of each independent special district. If the presiding officer of an independent special district is unable to participate in the nomination process or an election, the legislative body of the district may appoint one of its members as an alternate to participate in the presiding officer's

place. A copy of the meeting minutes showing the appointment needs to be presented along with your nomination form and future ballot.

3. **Nomination Period and Voting Period.** The Nomination Period will end on January 4, 2024. Following the nomination period, unless there is only one nominee for a seat, ballots containing the names of qualified nominees will be mailed to each eligible special district. The voting period will be up to 45-days.
4. **Quorum; Majority Vote; Possible Runoff Election.** There are 39 special districts. For the election to be valid, at least 20 valid votes must be received. Election shall be by a majority of those voting, and not by plurality. In the event that a nominee does not receive a majority of votes cast, a runoff election shall be held between the two nominees receiving the highest number of votes.

Notice: There will be no election if pursuant to Government Code section 56332(c)(2), “[at] the end of the nomination period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed” to the Commission.

Nominations for one Regular Special District Member and one Alternate Special District Member should be submitted to the LAFCO Executive Officer, at the following address, faxed, or emailed by **January 4, 2024** Nomination Forms are attached to this notice.

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street, Santa Barbara CA 93101
FAX 805/568-2249
Email Address: lafco@sblafco.org

Please contact the LAFCO office if you have any questions.

Sincerely,



Mike Prater
Executive Officer

Enc.

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;">NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to lafco@sblafco.org</p>	<p>LAFCO STAFF USE</p> <p>Date Received: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

Please print in ink or type

POSITION SOUGHT:	Regular Special District Member
-------------------------	---------------------------------

NAME OF NOMINEE: _____
NOMINEE'S DISTRICT: _____
MAILING ADDRESS: _____ _____
π Phone: Bus. _____, Cell: _____

<p>SIGNATURE OF NOMINATOR:</p> <p>_____ Name of Independent Special District</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>Nominator Title (please check one)</p> <p><input type="checkbox"/> Presiding Officer of the Special District Board</p> <p><input type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p>Date: _____</p>

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Regular Special District Member: This information will be distributed to all independent special districts.

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;">NOMINATION FOR <u>ALTERNATE</u> SPECIAL DISTRICT MEMBER</p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to lafco@sblafco.org</p>	<p>LAFCO STAFF USE</p> <p>Date Received: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

Please print in ink or type

POSITION SOUGHT:	Alternate Special District Member
-------------------------	-----------------------------------

NAME OF NOMINEE: _____
NOMINEE'S DISTRICT: _____
MAILING ADDRESS: _____ _____
π Phone: Bus. _____, Cell: _____

<p>SIGNATURE OF NOMINATOR:</p> <p>_____ Name of Independent Special District</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>Nominator Title (please check one)</p> <p><input type="checkbox"/> Presiding Officer of the Special District Board</p> <p><input type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p>Date: _____</p>

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member: This information will be distributed to all independent special districts.

TWENTY SIXTH AMENDMENT OF LEASE

Re: Land Lease (Farming) dated April 13, 2000, commencing retroactively on April 1, 2000 between SANTA MARIA PUBLIC AIRPORT DISTRICT and CJJ FARMING, a California corporation, covering land at the Santa Maria Public Airport, as extended ("Lease")

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and CJJ FARMING, a California corporation ("Tenant") do hereby agree to amend the above-referenced Lease effective immediately, as follows:

1. Rent. Effective January 1, 2024, rent is increased to \$39,956.07 per month, based upon approximately 339.57 acres of land for agricultural/farming at the rate of \$1,412.00 per acre, per year. No water is included in the rent, and District shall have no obligation to provide water to the Premises.

2. Extension of Term. District grants Tenant a one (1) year extension of the Lease, commencing January 1, 2024, and expiring on December 31, 2024, for the 308.61 acre portion of the premises shown on Exhibit "A" dated December 1, 2023, unless sooner terminated. District further grants a six-month extension of the lease commencing January 1, 2024, and expiring June 30, 2024, for the 30.96-acre portion of the premises shown on Exhibit "B" dated December 1, 2023, unless sooner terminated. District grants no options to extend; any additional extension of this Lease shall be by mutual written agreement of the parties only.

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

Dated: December 14, 2023

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT
DISTRICT

General Manager

, President

Approved as to form for District:

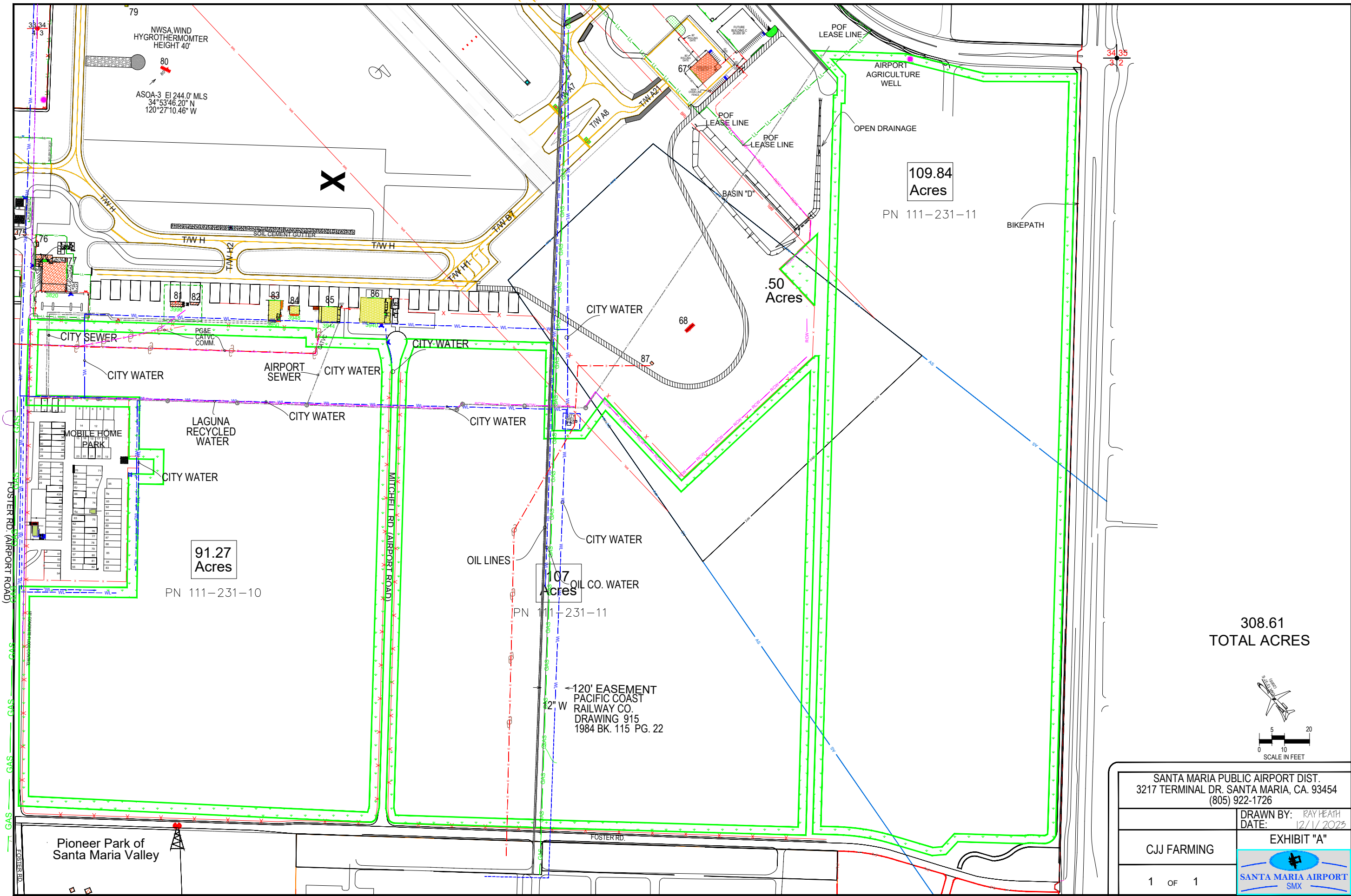
, Secretary

District Counsel

CJJ FARMING, a California corporation

Juan Cisneros, General Manager

Jesus Cisneros, Secretary



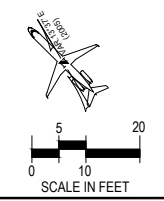
79
 NWSA WIND
 HYGROTHERMOMETER
 HEIGHT 40'
 80
 ASOA-3 EI 244.0' MLS
 34°53'46.20" N
 120°27'10.46" W

109.84
 Acres
 PN 111-231-11

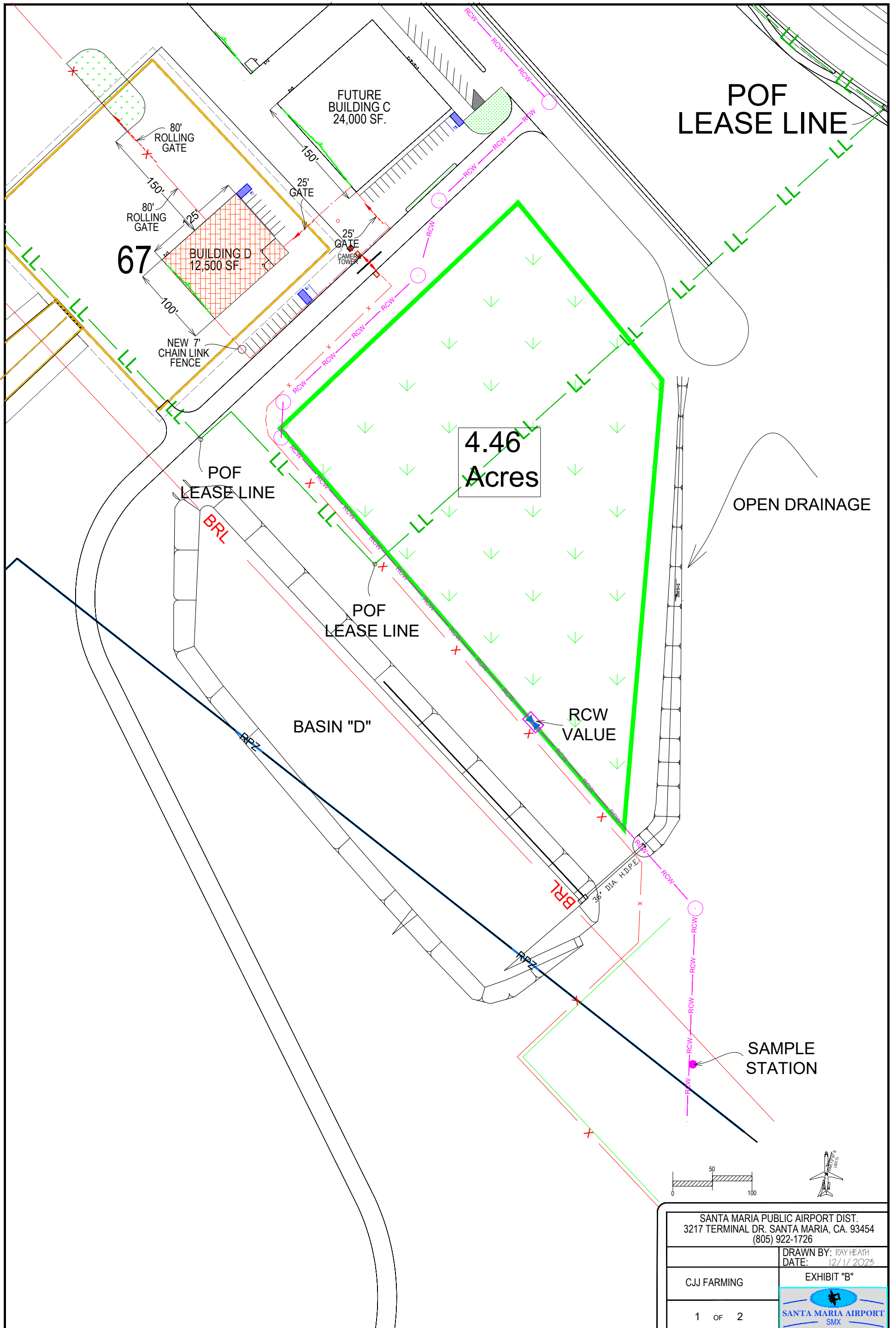
91.27
 Acres
 PN 111-231-10

107
 Acres
 PN 111-231-11

308.61
 TOTAL ACRES



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWN BY: RAY HEATH DATE: 12/11/2023	EXHIBIT "A"
CJJ FARMING	
1 OF 1	



**POF
LEASE LINE**

67

FUTURE
BUILDING C
24,000 SF.

BUILDING D
12,500 SF.

**4.46
Acres**

OPEN DRAINAGE

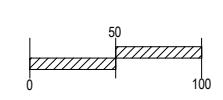
POF
LEASE LINE

POF
LEASE LINE

BASIN "D"

RCW
VALUE

SAMPLE
STATION



SANTA MARIA PUBLIC AIRPORT DIST.
3217 TERMINAL DR. SANTA MARIA, CA. 93454
(805) 922-1726

DRAWN BY: RAY HEATH
DATE: 12/11/2023

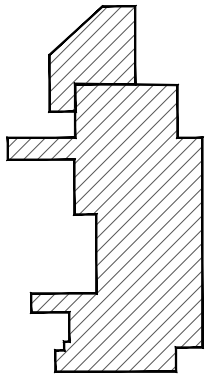
CJJ FARMING

EXHIBIT "B"

1 OF 2



FOSTER RD.



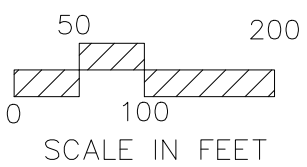
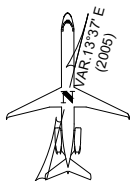
13.52 AC.


12.98 AC.

FOXENWOOD LANE

ORCUTT RD AIRPORT BOUNDARY

UNION VALLEY PKY.



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
CJJ FARMING	DRAWN BY: RAY HEATH DATE: 12/11/2023
2 OF 2	EXHIBIT "B" 

NINTH AMENDMENT OF LEASE

Re: Land Lease dated July 14, 1994, between SANTA MARIA PUBLIC AIRPORT DISTRICT and CITY OF SANTA MARIA, covering land on the southeast corner of Blosser Road and Foster Road at Santa Maria Public Airport.

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and CITY OF SANTA MARIA ("Tenant") do hereby agree to amend the above-referenced Lease, effective January 1, 2024, as follows:

1. Extension of Term. District grants Tenant a One (1) Month extension of the Lease, commencing January 1, 2024, and expiring on January 31, 2024, unless sooner terminated. No options to extend are granted; any additional extension of this Lease shall be by mutual agreement of the parties only.

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

Dated: December 14, 2023

Approved as to content for District

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By: _____
, President

Approved as to form for District

By: _____
, Secretary

District Counsel

TENANT- CITY OF SANTA MARIA

By: _____
Angela Oslund,
Interim Director Recreation & Parks Department

TENTH AMENDMENT OF LEASE

Re: Land Lease dated July 14, 1994, between SANTA MARIA PUBLIC AIRPORT DISTRICT and CITY OF SANTA MARIA, covering land on the southeast corner of Blosser Road and Foster Road at Santa Maria Public Airport.

The undersigned, SANTA MARIA PUBLIC AIRPORT DISTRICT, ("District") and CITY OF SANTA MARIA ("Tenant") do hereby agree to amend the above-referenced Lease, effective February 1, 2024, as follows:

1. Extension of Term. District grants Tenant a Five (5) Year extension of the Lease, commencing February 1, 2024, and expiring on January 31, 2029, unless sooner terminated. No options to extend are granted; any additional extension of this Lease shall be by mutual agreement of the parties only.

2. Paragraph 3. Rent. Subparagraph (a) is deleted in its entirety and the following substituted in its place:

“(a) Tenant agrees to and shall pay to District as rent for the lease premises \$8,561.00 per year. One-quarter thereof is payable in advance on the first day of each November, February, May, and August during the term of the lease at the rate of \$2,140.25 per quarter. Payment for the quarter beginning February 1, 2024, is due on execution of this lease amendment.

Beginning February 1, 2025, Rent shall be adjusted on February 1st of every year (the "Adjustment Date"). Adjustments, if any, shall be based upon increases, if any, in the consumer Price Index, All Items, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area for All Urban Consumers ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the quarterly Rent payable during the ensuing year shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Rent for the ensuing year shall remain unchanged. When the Rent payable as of each Adjustment Date is determined, District shall promptly give Tenant written notice of such adjusted Rent and the manner in which it was computed. The adjusted Rent shall not exceed five percent (5%) CPI increase per year.”

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

Dated: December 14, 2023

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By: _____
, President

Approved as to form for District:

By: _____
, Secretary

District Counsel

Dated:

TENANT- CITY OF SANTA MARIA

Approved as to content for Tenant:

By: _____
Alice Patino, Mayor

City Attorney

Attest:

Approved as to content for Tenant:

By: _____
Alex Posada, Interim City Manager

Angela Oslund,
Interim Director Recreation & Parks Department

**FIRST AMENDMENT OF SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES FOR THE SANTA MARIA AIRPORT U.S.
CUSTOMS BUILDING REMODEL**

RE: By this Service Agreement ("Agreement") dated December 28, 2022, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("District") and RAVATT ALBRECHT & ASSOCIATES, INC. ("Architect"), District hires Architect to perform, and Architect agrees to perform, the professional Architect and Mechanical Engineering services described below, subject to the following terms, conditions, and provisions:

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and RAVATT ALBRECHT & ASSOCIATES, INC. ("Architect"), agree to amend the Agreement effective retroactively to November 1, 2023, as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services is extended from October 31, 2023, to April 30, 2024.

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

Dated: **December 14, 2023**

DISTRICT:

Approved as to content for
District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

, President

Approved as to form for District

, Secretary

District Counsel

ARCHITECT:

RAVATT ALBRECHT & ASSOCIATES, INC.

Greg Ravatt, AIA, CID,
Principal Architect

SERVICE AGREEMENT
(RUNWAY & TAXIWAY EMERGENCY REPAIR) AT THE SANTA MARIA PUBLIC
AIRPORT DISTRICT

By this Agreement, dated December 14th, 2023 between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Engineer agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Engineer's Scope of Work and Compensation" dated November 21st, 2023. Engineer agrees to perform said services and accept the compensation set forth in said Exhibits "A" & "A-1".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Engineer will commence December 14th, 2023, or upon sooner under the direction of the General Manager, with time of completion on or before April 30th, 2024.

3. COMPENSATION

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" & "A-1" attached hereto and incorporated by this reference. Engineer shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Engineer. Engineer may retain copies for its files.

Engineer shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Engineer in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Engineer.

6. INDEPENDENT CONTRACTOR

The parties intend that Engineer shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Engineer. Engineer is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Engineer are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Engineer is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Engineer shall not incur any obligations or provide any services for District without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Engineer's bills.

8. ENGINEER' RECORDS

Full and complete records of Engineer's services and expenses and records between District and Engineer shall be kept and maintained by Engineer and shall be retained by Engineer for three (3) years after District makes final payment to Engineer hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Engineer which are directly pertinent to Engineer's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Engineer shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Engineer, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Engineer, as full and final settlement, compensation for all of Engineer's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Engineer's services rendered to the date

of receipt of such notice bears to the total compensation the Engineer would have received in accordance with Exhibit "A" & "A-1" had the project been completed.

11. INSURANCE Engineer shall, at Engineer's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Engineer and Engineer's officers and employees:

Automotive and Public Liability and Property Damage Insurance: Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence.

Before or concurrently with the execution of this Agreement, Engineer shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. INDEMNITY

Engineer shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Engineer, or arising from the negligence, act or omission of Engineer, its officers and employees, provided, however, that Engineer is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. EXTRA SERVICES

There will be no payment for extra services by Engineer unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

14. RIGHT TO AMEND

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Engineer agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Engineer for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Engineer at Tartaglia Engineering, 359 Front Street, Suite E & F, Grover Beach, CA 93433. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER ENGINEERING SERVICES

District reserves the right to contract with Engineer or other engineering firms for engineering and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: December 14th, 2023

Approved as to form on behalf of District:

DISTRICT:

General Manager

, President

Approved as to form:

, Secretary

District Counsel

Engineer:

John Smith, P.E.
Principal

SCOPE OF PROJECT

The goal of the Runway and Taxiway Emergency Repair project is to fix pavement markings and cracks that FAA staff found concerning during the most recent FAA Part 139 inspections. The work of this project is focused on Runway 12-30, Taxiway A, and connecting taxiways between Runway 12-30 and Taxiway A. Extent of Project:

- A. Taxiway A and connecting Taxiways A1 through A8:
Project improvements include single-coat pavement markings over existing, and crack repair on Taxiway A Holding Bay.
- B. Runway 12-30:
On the main runway, work includes pavement marking removals, rubber removal, crack repair, and application of pavement markings over existing.

To accomplish the work, the project includes the following work elements:

- A. Airfield safety and security.
- B. Pavement marking removal.
- C. Accumulated rubber removal.
- D. Crack fill and seal pavement joints.
- E. Pavement marking over existing: single coat.
- F. Pavement marking where existing marking removed through other activities: two coats.

This contract is for professional services related to all five phases: Preliminary, Design, Bidding, Construction, and Completion. It is anticipated that this will be a District-funded project, with construction beginning in early December 2023. Due to the emergency nature of the proposed improvements, the procurement process will be conducted in line with public contract law section 22050 emergency contracting procedures.

Construction activities that are within the Runway 12-30 Safety Area will require overnight closure of Runway 12-30.

SCOPE OF SERVICES

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

1. PRELIMINARY ENGINEERING PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
 - Establish goals and objectives for the work.
 - Review FAA inspection letters and generate a work plan addressing non-compliance item.
 - Establish timeline for project milestones.
 - Gain an understanding of District bidding procedures – **For this project emergency contracting procedures pursuant to public contract code section 22050.**
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Establish construction constraints relative to circulation patterns.
 - Establish taxiway closure requirements, and project phasing.
 - Establish calendar, daily, and weekly work-window constraints.
- C. Inventory of existing facilities and conditions, including a review of the existing pavement cracks, pavement markings, and reflectivity of markings during the night.
- D. Prepare a preliminary summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.

The following deliverables are due during and before the conclusion of the Preliminary Phase:

- Summary report of project approach.
- Preliminary design.
- Proposed phasing.
- Preliminary construction cost estimate.

Note: A geotechnical investigation and topographic survey is not included in this scope of services.

2. DESIGN PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum:
 - Cover sheet with project description, sheet schedule and approval blocks.
 - Project layout plan identifying project elements relative to overall airport facilities.
 - Improvement Plan Sheets: Pavement Markings and Crack Repair.
 - Details.

Present plans to the District at 75%, and bid-ready stages of completion.

- C. Prepare specifications and contract documents to include the following, at a minimum:
- Notice Inviting Sealed Bids.
 - Bid Proposal.
 - Contract.
 - General Provisions.
 - Special Provisions.
 - Technical Specifications.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract.

- D. Prepare a Construction Safety Phasing Plan (CSPP). Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.
- E. Prepare Construction cost estimate after district approves 75% plans. Revise initial cost estimate after completion of 100% plans.
- F. Perform all final revisions to plans and specifications based on input and review by the District, and any other agency or entity that has an interest and has provided review comments to the documents.

The following deliverables are due during and before the conclusion of the Design Phase:

- Electronic file copy and paper copy of the approved plans.
- Electronic file copy and paper copy of the approved specifications.
- Separate electronic file copy of the CSPP.

3. BIDDING PHASE

Due to the emergency nature of the proposed improvements, the procurement process will be in accordance with emergency contracting procedures pursuant to public contract code section 22050.

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Provide Notice Inviting Sealed Bids, improvement plans, and specifications to Granite Construction (the contractor currently on-site performing work for the district).
- C. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses.
- D. Review contractor bid, including unit prices for individual line items. Prepare bid summary along with recommendations.
- E. Assist the District Attorney and his staff in preparing the Special Meeting Agenda Item. Attend a board meeting to discuss the project, the bidding process, and to address any board questions.

3 CONSTRUCTION PHASE

Contract duration based on award of construction contract:

- **Base Bid 45 Calendars (Approximately 32 Working Days)**
- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
- Part One to include general discussion about scope, phasing and sequencing, impacts to circulation around the airport.
 - Tenants and users invited to Part One.
 - Part Two to include detailed discussion about mechanics of project completion.
- C. Construction contract management:
- Assist District in the preparation of contracts.
 - Active communication between all parties of interest including the District, contractor, and tenants. Provide project updates and advance scheduling information in a format suitable for District dissemination to parties of interest.
 - Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review including: Crack fill materials, and pavement marking materials.
 - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
 - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
 - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District approval of same.
 - Review and approval of contractor periodic progress payments.
 - Receive, document, and verify DBE levels of participation.
 - Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
 - Participate in preliminary and final inspections. Prepare and distribute Punch List.
 - Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.
- D. Construction observation:
- Active inspection of all contractor operations.
 - Field engineering and interpretation of plan and specification.
 - Engaging dialog with the contractor through 'look-ahead' tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.

- Lighting, delineation, and FOD check.
- Perimeter security issues, and gate access protocol.
- Identify expectations for performance.

***Fee work-up assumptions for construction observation:**

- Total of 34 shifts, 32 working days plus 1 additional day before and after.
 - 20 Night Shifts and 14 Day Shifts.
 - Night Shifts – 11 hours of on-site inspection. (7:30 pm to 6:30 am)
 - Day Shift – 8 hours of on-site inspection.
 - 5 of the night shifts will be served by two on-site inspectors.
- Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions (twice each shift).
 - Men and equipment.
 - Work accomplished.
 - Materials delivered.
 - Materials testing.
- Scheduling and coordination of all construction materials testing for Quality Assurance.
 - Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
 - Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
 - Photo documentation of all activities.
 - Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals).
 - Review contractor-prepared "As-Built" marked up drawings.
 - Establish individual pay items quantities through field measurement or from material delivery tickets.
 - Complete contractor compensation adjustment worksheets based on performance.
 - Determine periodic pay and final pay quantities.
 - Participate in preliminary and final inspections, with input to the Punch List.

4 COMPLETION PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With Inspector input, revise electronic file version of the project plans to reflect the completed project.
- D. Assure complete contractor vacation of the airport and yard, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.

- E. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- F. Provide final accounting documentation for the contractor and professional support team.

The following deliverables are due at the conclusion of the Completion Phase:

- Final Engineer's Report.
- Project accounting including final contractor pay quantities and balancing change order.
- Project photos.
- As-Built plans.
- Material submittals.
- All weekly progress reports.
- All daily construction inspection reports.
- Documentation regarding final pay to all DBE's.
- Tartaglia Engineering letter certifying the project as complete.

TIME FOR PERFORMANCE

Tartaglia Engineering provided and performed the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff. Tartaglia Engineering will perform the services of the Construction and Completion Phases according to the following:

Pre-Construction Conference:	December, 2023
Notice to Proceed (with construction):	December, 2023
Construction:	45 calendar-day contract
Completion Phase:	Within 90 days of construction acceptance

COMPENSATION SUMMARY

All services identified in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed:

Ten Thousand Eight Hundred Forty-Nine Dollars (\$10,849.00)	Preliminary Phase
Thirty-Nine Thousand Nine Hundred Eighty Dollars (\$39,980.00)	Design Phase
Seven Thousand Nine Hundred Sixty-Nine Dollars (\$7,969.00)	Bidding Phase
One Hundred Twelve Thousand Four Hundred Ten Dollars (\$112,410.00)	Construction Phase
Fourteen Thousand Nine Hundred Twenty Dollars (\$14,920.00)	Completion Phase
Total Agreement Compensation, Not to Exceed:	\$186,000.00

TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$240.00
Licensed Land Surveyor	\$174.00
Registered Civil Engineer	\$179.00
Project Manager	\$150.00
Environmental Coordinator / CPESC	\$123.00
Engineer / Survey Technician III.....	\$140.00
Engineer / Survey Technician II	\$114.00
Engineer / Survey Technician I.....	\$92.00
Clerical.....	\$76.00
Professional Travel Time	\$114.00
Inspector: Day, Straight Time	\$168.00
Day, Overtime	\$197.00
Night, Straight Time	\$182.00
Night, Overtime.....	\$201.00
(Minimum night shift = 4 hours)	
Survey Party: One Man.....	\$250.00
Two Man	\$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$224.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2023

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$240.00	\$174.00	\$179.00	\$140.00	\$114.00	\$92.00	\$76.00	\$255.00	\$168.00	\$182.00	\$201.00	\$114.00	\$0.65	\$224.00	
1 Preliminary Eng. Phase																
A	Management of team & work	2.0						2.0								\$632.00
B	Kick-off meeting			6.0												\$1,074.00
C	Inventory & review materials	2.0		8.0		12.0										\$3,280.00
D	Prelim. design & summary	3.0		5.0		16.0	22.0									\$5,463.00
	Supplies, Postage															\$400.00
	Sub-Total															\$10,849.00
2 Design Phase																
A	Management of team & work	4.0		6.0				6.0								\$2,490.00
B	Prepare improvement plans			22.0	18.0	46.0	78.0									\$18,878.00
C	Prepare specs. / contract docs.	2.0		24.0												\$4,776.00
D	Prepare CSPP & process	2.0		6.0		12.0										\$2,922.00
E	Cost Estimate	3.0		4.0	6.0	6.0										\$2,960.00
F	Perform all revisions.			6.0	16.0	10.0	25.0									\$6,754.00
	Supplies, Prints, Postage															\$1,200.00
	Sub-Total															\$39,980.00
3 Bidding Phase																
A	Management of team and work	2.0		2.0				2.0								\$990.00
B	Provide Notice, Bid Docs			10.0												\$1,790.00
C	Answer questions			12.0		2.0										\$2,376.00
D	Bid Review and Summary	2.0		4.0												\$1,196.00
E	Board Meeting Agenda, Attend.	2.0		3.0												\$1,017.00
	Supplies, Postage															\$600.00
	Sub-Total															\$7,969.00

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total	
Task	Description	\$240.00	\$174.00	\$179.00	\$140.00	\$114.00	\$92.00	\$76.00	\$255.00	\$168.00	\$182.00	\$201.00	\$114.00	\$0.65	\$224.00		
4 Construction Phase																	
A	Management of team and work	12.0		12.0				12.0									\$5,940.00
B	Pre-Construction Conference	3.0		6.0			3.0										\$2,070.00
C	Construction management	22.0		70.0	16.0	48.0	34.0			14.0							\$31,002.00
D	Construction observation									112.0	200.0	75.0		780.0			\$70,798.00
	Supplies, Postage																\$2,600.00
	Sub-Total																\$112,410.00
5 Completion Phase																	
A	Management of team and work	4.0		4.0				2.0									\$1,828.00
B	Final pay quantity & adjustment	2.0		4.0		4.0		2.0		6.0							\$2,812.00
C&D	As-Built plans, Close out	2.0		12.0			10.0			3.0							\$4,052.00
E&F	Engineer's Report, Documen.	6.0		12.0			4.0			4.0							\$4,628.00
	Supplies, Postage																\$1,600.00
	Sub-Total																\$14,920.00
Summary																	
												Construction Cost (Contractor Bid)					\$999,825.00
															Services as a Percent of Construction		
												Preliminary, Design, and Bidding Phases Combined			5.9%	\$58,798.00	
												Construction and Completion Phases Combined			12.7%	\$127,330.00	
Total: Preliminary, Design, Bidding, Construction, and Completion Phase Services																\$186,128.00	
Notes and Assumptions																	
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.																
2	Inspector mileage on site = 20 miles per day.																
3	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.																
5	Assumed Night Shift will be 11 hours: 7:30 pm to 6:30 am																
6	Assumed 5 shift to require 2 on-site inspectors.																
7	Assumed 34 construction shifts: night work for 20 shifts, and day work for 14 shifts.																

Project: EMS Build-Up Facility
APN: 111-231-011 (portion)
Folio No.: 004069
Agent: AH

**FIRST AMENDMENT TO LICENSE AGREEMENT
AND CONSENT TO LICENSE (“AGREEMENT”)**

WHEREAS, SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, (“COUNTY FIRE”), and THE MALDONADO COMPANIES LLC, a California limited liability company (“LICENSOR”) entered into a License Agreement (“License Agreement”) for the exclusive use of 18,262 square feet of the Building, comprising of the first-floor corporate office, hangar, and special purpose shop rooms (“Premises”), effective November 1, 2023; and

WHEREAS, the Santa Maria Public Airport District (“LESSOR”) is the owner of the certain real property located at 3335 Corsair Circle, Santa Maria, California 93455, identified as Santa Barbara County Assessor Parcel Number 111-231-011, shown as the cross-hatched area on Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, LESSOR has entered into a ground lease (“Master Lease”) with the LICENSOR for use of a portion of the Property which portion of the Property is improved with and includes a two-story building with an address of 3820 S. Blosser Road, Santa Maria, CA 93455, and totaling approximately 24,290 square feet (“Building”) and a parking lot; and

WHEREAS, Paragraph 26 of the Master Lease requires that LICENSOR obtain written approval of LESSOR prior to the assignment, subletting, or encumbrance of any interest, right, or privilege in the Master Lease, including a requirement that “The assignee, transferee or sublessee shall expressly assume in writing, signatures acknowledged, all of the covenants and conditions of this lease on the part of Tenant to be observed and performed, in a form acceptable to District”; and

WHEREAS, LESSOR desires to consent to the sublease of the Premises between LICENSOR and COUNTY FIRE in accordance with the terms and requirements of the Master Lease.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, COUNTY FIRE, LICENSOR, and LESSOR agree as follows:

1. **Amendment to Term.** Paragraph 4 in the License Agreement is hereby amended to reflect a maximum term for the License Agreement of up to one year:
 4. **TERM:** The entire term of this Agreement shall be for sixty (60) days, (“Term”) commencing on November 8, 2023, (“Commencement Date”), and terminating on January 7, 2024, and may be renewed for additional periods by the mutual written consent of both parties, not to exceed a total of one year from the Commencement Date.
2. **Insurance.** In addition to maintaining a policy of commercial general liability and property damage insurance with respect to the Premises as specified in Paragraph 19 of the License Agreement, COUNTY FIRE shall name LESSOR as an additional insured on all insurance policies required under the Master Lease.

3. **Indemnification.** Except for any liability arising out of the willful misconduct or negligence of LESSOR, its employees, agents or contractors, COUNTY FIRE covenants to indemnify LESSOR, and save it harmless, from and against any claims, actions, damages, liability or expense, in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by COUNTY FIRE of the Premises or any part thereof: or occasioned wholly or in part by any act or omission of COUNTY FIRE, its agents, contractors or employees. This indemnification provision shall survive any expiration or termination of this Agreement or the License Agreement.
4. **Assumption of Lease Obligations.** COUNTY FIRE does hereby accept and agrees to perform in full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by LICENSOR as a tenant under the Master Lease with LESSOR, as of the Effective Date of the License Agreement, with the exception of those provisions relating to payment of rent which shall be governed by the License Agreement and paid directly to LICENSOR. COUNTY FIRE acknowledges that all terms and provisions of the ground lease between LICENSOR and LESSOR, including provisions relating to limitations on use, coverage of LESSOR as additional insured, and indemnification of LESSOR, will apply in full force and effect as to COUNTY FIRE with respect to COUNTY FIRE's use of the Premises.
5. **Certification of Signatory.** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY FIRE, LICENSOR, and LESSOR to its terms and conditions or to carry out duties contemplated herein.
6. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, including scanned email or digital signatures thereafter electronically transmitted in counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument. Electronic copies of this Agreement are acceptable as originals by all Parties
7. **Entire Agreement.** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein. This Agreement is made in multiple copies, each of which is an original hereof. This Agreement may not be altered or modified or terminated, except in writing, signed by both parties hereto. This Agreement embodies the entire understanding of the parties the subject matter hereof.

IN WITNESS WHEREOF, County of Santa Barbara, a political subdivision of the State of California, in conjunction with COUNTY FIRE, LICENSOR, and LESSOR have signed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by LESSOR.

(Signature Pages Follow)

**“LICENSOR”
THE MALDONADO COMPANIES LLC**

By:

Abel Maldonado
Principal, The Maldonado Companies LLC

Date: _____

**“LESSOR”
SANTA MARIA PUBLIC AIRPORT DISTRICT**

By:

, President

Date: _____

By:

, Secretary

Date: _____

Approved as to content for District:

General Manager

Date: _____

Approved as to form for District:

District Counsel

Date: _____

Project: Santa Maria EMS Build-Up Facility
APN: 111-231-011 (portion)
Folio No.: 004069
Agent: AH

“COUNTY FIRE”
SANTA BARBARA FIRE PROTECTION DISTRICT
a dependent special district of the County of Santa
Barbara, a political subdivision of the State of California

Kirk A. Lagerquist, Director
General Services Department
(On behalf of the Board of Directors
pursuant to County Code § 12A-11)

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Tyler Sprague
Deputy County Counsel

By: _____
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED:

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

By: _____
Skip Grey, Assistant Director
Real Property Division

By: _____
Greg Milligan
Risk Manager

RECOMMEND FOR APPROVAL:

APPROVED:

By: _____
Diane Sauer, Finance Manager
Santa Barbara County
Fire Protection District

By: _____
Mark A. Hartwig, Fire Chief
Santa Barbara County
Fire Protection District



December 14, 2023

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

Subject: Authorization for two staff members to attend the Central Valley Facilities Expo to be held March 20th through the 21st, 2024, in Modesto, CA.

Summary

The Facilities Expo provides valuable FREE learning and networking opportunities in a unique format serving the central California region.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$0.00	\$0.00
	Ground Transportation			\$300.00	\$300.00
	Lodging	2	2	\$165.00	\$660.00
	Meals	2	3	\$100.00	\$600.00
	Total:				\$1,560.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$74,591.21
Current Balance for Business Travel	\$10,408.80
Amount of this Request	\$1,560.00
Balance Remaining if Approved	\$8,848.80

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

November 20, 2023

[via email only]

Groveman Hiete LLP
Attn: Barry Groveman
Attn: Ryan Hiete
2625 Townsgate Rd, Suite 330
Westlake Village, California 91361
bgroveman@me.com
rhiete@grovemanhiete.com

Adamski Moroski Madden Cumberland
& Green LLP
Joshua M. George, General Counsel
6633 Bay Laurel Place
Avila Beach, California 93424
george@ammcqlaw.com

Dear Messrs. Groveman, Hiete, and George:

PETITION OF SANTA MARIA PUBLIC AIRPORT DISTRICT FOR REVIEW OF CLEANUP AND ABATEMENT ORDER, NO. R3-2023-0070 FOR THE FORMER SEMCO TWIST DRILL AND TOOL COMPANY, INC. ET AL, INDUSTRIAL PARKWAY, SANTA MARIA, SANTA BARBARA COUNTY; ISSUED BY THE CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD: ACKNOWLEDGMENT OF RECEIPT OF PETITION AND REQUEST FOR STAY
SWRCB/OCC FILE A-2841(b)

This will acknowledge the State Water Resources Control Board's (State Water Board's) receipt of your petition on October 25, 2023. It is important that you review the relevant dates below carefully because they identify timelines for State Water Board review of your petition, but also affect your ability to seek judicial review of the regional water quality control board's action or inaction.

Please note that State Water Board regulations provide that this petition will be dismissed by operation of law effective on January 24, 2024, unless one of the following events occurs prior to 5:00 p.m. on January 23, 2024. This petition will be deemed dismissed effective on January 24, 2024 **unless**:

- (1) the State Water Board has notified the regional water quality control board and interested persons that they have 30 days to respond to the petition (the State Water Board will send a copy of the notification to the petitioner);
- (2) the State Water Board has received a written request from the petitioner to hold this petition in abeyance; or
- (3) the State Water Board has already notified the petitioner that the petition is dismissed.

If none of these events occurs prior to 5:00 p.m. on January 23, 2024, this petition will be automatically dismissed effective on January 24, 2024 without further action by the State Water Board. Dismissal of a petition, whether by operation of law or by a letter issued by the State Water Board, is a final agency action for purposes of seeking judicial review of the regional water quality control board's action or inaction. (Cal. Code Regs., tit. 23, § 2050.5, subd. (e).)

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

Barry Groveman, Esq.
Ryan Hiete, Esq.
Joshua M. George, Esq.

November 20, 2023

Requests that petitions be held in abeyance must be sent to waterqualitypetitions@waterboards.ca.gov or to the mailing address at the bottom of the first page of this letter.

For a summary of information related to your petition, please see the table below:

SWRCB/OCC FILE NO. <i>(please use on all future correspondence)</i>	A-2841(b)
PETITION RECEIVED BY SWRCB	October 25, 2023
91st DAY AFTER RECEIPT OF PETITION	January 24, 2024
PETITIONER(S)	Santa Maria Public Airport District
DISCHARGER(S) <i>(if not the petitioner)</i>	Same
RWQCB	Central Coast Regional Water Board
RWQCB ACTION/INACTION BEING PETITIONED	Cleanup and Abatement Order, No. R3-2023-0070 for Former Semco Twist Drill and Tool Company, Inc. et al, Industrial Parkway, Santa Maria, Santa Barbara County
STAY REQUESTED	Yes
NPDES NO. <i>(if applicable)</i>	N/A
DATE OF ACTION OR INACTION	September 26, 2023

All future correspondence from the State Water Board regarding this petition will be sent electronically only. If you did not receive an electronic copy of this correspondence and you would like to receive future correspondence from the State Water Board regarding this petition, you must send your email address to waterqualitypetitions@waterboards.ca.gov and include **SWRCB/OCC File A-2841(b)** in the subject line. You will be notified of any further action on this petition by the State Water Board.

***IN ALL FUTURE CORRESPONDENCE, PLEASE REFER TO
SWRCB/OCC FILE A-2841(b)***

Sincerely,

Philip G. Wyels, Digitally signed by
Philip G. Wyels,
Assistant Chief Counsel
Date: 2023.11.20
09:28:48 -08'00'

Philip G. Wyels
Assistant Chief Counsel

cc: See next page.

Barry Groveman, Esq.
Ryan Hiete, Esq.
Joshua M. George, Esq.

- 3 -

November 20, 2023

cc: **[via U.S. Mail only]**

Curry Parkway, LP.
c/o Tom Miles
2304 West Shaw Avenue, Ste 102
Fresno, CA 93711

Fernando Figueroa Salas
340 W. Donovan Road
Santa Maria, CA 93458

City of Santa Maria
Clerk-Recorder
c/o Rhonda M. White, Deputy City Clerk
110 E. Cook Street
Santa Maria, CA 93454

County of Santa Barbara
Santa Barbara Clerk-Recorder
c/o Joseph E. Holland, County Clerk
1100 Anacapa Street
Santa Barbara, CA 93101

City of Santa Maria Public Airport District
c/o Steve Brown, Director
3217 Terminal Drive
Santa Maria, CA 93455

[All via email only]

The City of Santa Maria
Attn: Thomas Watson
204 E. Cook Street
Santa Maria, California 93454
twatson@cityofsantamaria.org

Mark Powers, Inc.
c/o Mark Powers
4161 Lockford Street
Santa Maria, CA 93455-3313
powers-sons@sbcglobal.net
m.powers@servpro.com

Rhine, LP.
Oro Financial of California, Inc.
Concha Investments, Inc.
Platino, LLC
Chris Mathys, an individual
c/o: Chris Mathys
2304 West Shaw Avenue, Suite 1 P2
Fresno, CA 93711
mathys@orofinancial.net

Ryan Lodge, Executive Officer
Central Coast Regional Water
Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Ryan.Lodge@waterboards.ca.gov

Thea Tryon, Assistant Executive
Officer
Central Coast Regional Water
Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Thea.Tryon@waterboards.ca.gov

Sophie Froelich, Esq.
Office of Chief Counsel
State Water Resources Control Board
1001 I Street, 22nd Floor [95814]
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