

### SANTA MARIA PUBLIC AIRPORT DISTRICT BOARD OF DIRECTORS

Thursday August 14, 2025 Administration Building Airport Boardroom 6:00 P.M.

#### REGULAR MEETING A G E N D A

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

**CALL TO ORDER** 

#### PLEDGE OF ALLEGIANCE

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

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

- 5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
- 6. RESOLUTION 951. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2025-2026 UNDER CALIFORNIA CONSTITUTION ARTICLE XIIIB (AS AMENDED) AND IMPLEMENTING STATUTES.
- 7. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONSULTING SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE CONSERVATION EASEMENT.
- 8. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE LANDSIDE IMPROVEMENT PROJECT.
- 9. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FOURTH AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR U.S. CUSTOMS BUILDING UPGRADES.
- 10. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIFTH AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND RAVATT ALBRECHT AND ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE U.S. CUSTOMS BUILDING REMODEL.
- 11. AUTHORIZATION FOR THE GENERAL MANAGER TO ATTEND THE ACA CONFERENCE TO BE HELD SEPTEMBER 15-19, 2025, IN SOUTH LAKE TAHOE, CA.
- 12. CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):
  - a) Public Employment Legal Counsel pursuant to Gov. Code Section 54957.
- 13. DIRECTORS' COMMENTS.
- 14. ADJOURNMENT.

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

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

- MINUTES OF THE REGULAR MEETING HELD July 10, 2025. Director Brown made a Motion to approve the minutes of the regular meeting held July 10, 2025. Director Clayton Seconded, and it was carried by a 4-0 vote.
- 2. COMMITTEE REPORT(S):
  - a) EXECUTIVE The committee met twice. Once to set the agenda and once to discuss the current economic development agreement in place with the Santa Maria Valley Chamber of Commerce.
  - b) ADMINISTRATION & FINANCIAL No meeting scheduled.
  - c) SAFETY & SECURITY No meeting scheduled.
  - d) REAL ESTATE The committee met three times to discuss various lease agreements and future development.
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT— No meeting scheduled.
  - f) GOVERNMENT AFFAIRS No meeting scheduled.
  - g) MARKETING & PROMOTIONS No meeting scheduled.
  - h) GENERAL AVIATION No meeting scheduled.
- 3. GENERAL MANAGER'S REPORT: General Manager Pehl updated the Board on the status of the runway project. Mr. Ric Tokoph, Operations and Maintenance Manager, spoke about the project and the upcoming runway closure dates.
- 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 073858 through 073905 in the amount of \$759,728.80, was recommended for approval as presented. Director Brown made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 4-0 vote.

b) Budget vs. Actual. Received and filed.

c) Financial Statements. Received and filed.

d) Quarterly Investment Report. Received and filed.

5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

- 6. Authorization for the General Manager to remove Veroneka Reade and add Katya Haussler as an authorized signature on the account at Pacific Premier Bank. Director Adams made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.
- 7. Resolution 949. A Resolution of the Board of Directors of the Santa Maria Public Airport District authorizing transfer of excess funds from Pacific Premier Bank to and from Local Agency Investment Fund. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, and Clayton voted "Yes".
- 8. Nominations for on Regular Special District member to Santa Barbara LAFCO and authorization for the Vice President to write in the nominations on behalf of the District. Director Brown made a Motion to cast a vote for President Moreno to serve on LAFCO. Director Adams Seconded, and it was carried by the following roll call vote. Directors Adams, Brown, and Clayton voted "Yes". President Moreno abstained from the vote.
- 9. Resolution 950. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation to Veroneka Reade for service as the Manager of Finance and Administration of the Santa Maria Public Airport District. President Moreno made a Motion to approve. Director Adams Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, and Clayton voted "Yes".

RECESS: At 6:13 p.m.

Return to OPEN SESSION: At 6:19 p.m. The Board and staff reconvened to Open Session.

- 10. Closed Session. At 6:19 p.m. the Board went into Closed Session to discuss the following item(s):
  - a) Public Employment Legal Counsel pursuant to Gov. Code Section 54957.

At 6:26 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

11. Directors' Comments. Director Adams stated his appreciation for his time working with Ms. Reade. She was an asset to the District and looks forward to hearing about her life post-retirement.

Director Clayton is excited about the runway project. He congratulated Ms. Reade on her retirement and reflected on the short time they worked together.

Director Brown enjoyed working with Ms. Reade for many years and wished her well in retirement.

President Moreno thanked Ms. Reade for her service and let her know she will be missed.

	ORDER OF ADJ	OURNMENT
gular Meeting of the p.m. on July 24, 20		he Santa Maria Public Airport District is hereby adjourr
		Ignacio Moreno, President
		Steven Brown, Secretary

#### DEMAND REGISTER SANTA MARIA PUBLIC AIRPORT DISTRICT

Full consideration has been received by the Santa Marieach demand, numbers 073906 to 073936 and electronic	*
Bank and in the total amount of \$274,699.33.	payments on racino ricinio
MARTIN PEHL GENERAL MANAGER	DATE
The undersigned certifies that the attached register Santa Maria Public Airport District for each demand, and electronic payments on Pacific Premier Bank \$274,699.33 has been approved as being in conformity by the Santa Maria Public Airport District and fur payment.	numbers 073906 to 073936 in the total amount of with the budget approved
VERONEKA READE MANAGER OF FINANCE AND ADMINISTRATION	DATE
THE BOARD OF DIRECTORS OF THE SANTA M DISTRICT APPROVED PAYMENT OF THE ATTACK MEETING OF AUGUST 14, 2025.	
STEVE BROWN SECRETARY	

#### **Santa Maria Public Airport District**

#### **Demand Register**

	Check Number	Check Date	Vendor Name	Check Amount	Description
*	73906	8/5/2025	American Industrial Supply	\$252.81	Vehicle Maintenance
*	73907	8/5/2025	AT&T	\$181.14	Telephone Service
*	73908	8/5/2025	Bomar Security & Investigation	\$5,088.75	Security Service
*	73909	8/5/2025	Boyer's Diesel	\$1,100.65	Vehicle Maintenance
*	73910	8/5/2025	City of Guadalupe	\$31,069.28	Security Service / LEO
*	73911	8/5/2025	City of Santa Maria	\$515.00	Construction Meter Fees
*	73912	8/5/2025	City of Santa Maria-Util Div	\$13,058.48	Utilities - Water
*	73913	8/5/2025	Comcast	\$438.86	Internet - Customs
*	73914	8/5/2025	Consolidated Electrical Distributors, Inc.	\$190.49	Terminal Maintenance - Lighting
*	73915	8/5/2025	GGM Transport, LLC	\$58.00	Tenant Refund
*	73916	8/5/2025	Grainger	\$158.14	Shop Supplies
*	73917	8/5/2025	Gsolutionz, Inc.	\$406.80	Voice Services July 2025
*	73918	8/5/2025	Heath, Ray	\$3,575.20	Consulting Svcs - Contingencies
*	73919	8/5/2025	Home Depot	\$833.53	Terminal/Hangar/FBO Maintenance
*	73920	8/5/2025	Interstate Batteries	\$259.85	Vehicle Maintenance
*	73921	8/5/2025	Jack's All American Plumbing	\$190.00	Terminal Maintenance
*	73922	8/5/2025	Letters, Inc.	\$24.00	Car Wash
*	73923	8/5/2025	Liebert Cassidy Whitmore	\$810.00	Personnel Rule Review
*	73924	8/5/2025	LSC Communications	\$42.59	FAA Publications
*	73925	8/5/2025	McMaster-Carr	\$1,745.79	Signs/Shop Supplies
*	73926	8/5/2025	Mead & Hunt, Inc.	\$11,494.37	Airport Consulting Service
*	73927	8/5/2025	Mission Linen Service	\$576.86	Uniform Service
*	73928	8/5/2025	Mr. Backflow	\$300.00	FBO Maintenance
*	73929	8/5/2025	Napa Auto Parts	\$249.07	Vehicle Maintenance
*	73930	8/5/2025	Novak, Gregory	\$430.00	Tenant Refund
*	73931	8/5/2025	Oberon3, Inc	\$50.00	Terminal Maintenance
*	73932	8/5/2025	RB Clean & Sweep	\$500.00	Street Sweeping
*	73933	8/5/2025	Service Star	\$12,596.85	Janitorial Service
*	73934	8/5/2025	Sherwin-Williams	\$548.67	Terminal/Landing Pavement Maint.
*	73935	8/5/2025	Tower Patrol	\$7,202.19	Security Trailer
*	73936	8/5/2025	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
			Subtotal	\$94,222.37	
	ACH	7/23/2025	Frontier	\$949.86	Telephone Service
	ACH	7/24/2025	Quadient	\$200.00	Postage
	ACH	7/28/2025	Ultrex	\$30.27	Equipment Lease - Usage Charge
	ACH	7/28/2025	Umpqua Bank	\$10,291.39	Self Serve Fuel Farm, Office Equipment, Business Travel
	ACH	7/28/2025	Amazon Capital Services	\$1,258.56	Vehicle /Terminal Maint., Airport Advertising
	ACH	7/29/2025	CalPers	\$7,376.72	Employee Retirement
	ACH	7/30/2025	Aflac	\$204.24	Employee Voluntary Insurance

#### **Santa Maria Public Airport District**

#### **Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	7/30/2025	Paychex	\$5,588.26	Payroll - V Reade
ACH	7/30/2025	Paychex	\$1,289.74	Payroll Taxes - V Reade
ACH	7/30/2025	Paychex	\$34,816.77	Leave Pay - V Reade
ACH	7/30/2025	Paychex	\$5,313.90	Leave Taxes - V Reade
ACH	7/31/2025	Paychex	\$355.47	Paychex Invoice
ACH	7/31/2025	Principal	\$2,902.08	Employee Dental/Life/Disability Insurance
ACH	7/31/2025	CalPers	\$22,339.83	Unfunded Liability
ACH	7/31/2025	Paychex	\$27,244.08	Payroll
ACH	7/31/2025	Paychex	\$7,412.94	Payroll Taxes
ACH	8/1/2025	Paychex	\$193.41	Paychex Invoice
ACH	8/1/2025	Ready Refresh	\$119.31	Water Delivery
ACH	8/4/2025	<b>Empower Retirement</b>	\$4,841.16	Employee Paid Retirement
ACH	8/4/2025	Frontier	\$341.15	Telephone Service
ACH	8/6/2025	PG&E	\$26,130.10	Terminal/Admin/Hangar Electricity
ACH	8/6/2025	Frontier	\$121.85	Telephone Service
ACH	8/7/2025	Clark Pest Control	\$3,240.75	Weed/Wildlife Maintenance
ACH	8/11/2025	CalPers	\$17,036.21	Employee Health Insurance
ACH	8/11/2025	Frontier	\$878.91	Telephone Service
		Subtotal	\$180,476.96	
		Total	\$274,699.33	

#### **RESOLUTION 951**

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT ADOPTING THE APPROPRIATIONS
SUBJECT TO LIMITATION FOR FISCAL YEAR
2025-2026 UNDER CALIFORNIA CONSTITUTION
ARTICLE XIIIB (AS AMENDED) AND
IMPLEMENTING STATUTES

**WHEREAS,** Article XIIIB of the California Constitution provides that beginning with the 1980-1981 fiscal year, an appropriations limit for each local government shall be established for each fiscal year.

**WHEREAS,** Government Code Section 7910 provides that each year the governing body of each local jurisdiction shall by resolution establish its appropriations limit for the following fiscal year pursuant to Article XIIIB of the California Constitution at a regularly scheduled meeting or noticed special meeting; that 15 days prior to such meeting documentation used in the determination of the appropriations limit shall be available to the public.

**WHEREAS,** Article XIIIB of the California Constitution was amended by Proposition 111 to change the price and population factors that may be used by a local jurisdiction in setting the appropriations limit.

**THEREFORE, BE IT RESOLVED,** that the sum of \$9,281,909.00 is the appropriations limit of the Santa Maria Public Airport District subject to California Constitution Article XIIIB for fiscal year 2025-2026.

**IT IS FURTHER RESOLVED,** that the calculations establishing the foregoing appropriations subject to the limitations imposed by Article XIIIB of the California Constitution (as amended), which were made available to the public at least 15 days prior to the date of the meeting at which this resolution was adopted, are as follows:

Factor for percentage change in California Capita personal income pursuant to Government Code Section 7901	.1.0644
Factor for annual population percentage Change for State of California Determined by Department of Finance, State of California, pursuant to Revenue and Taxation Code Section 2228(a)(iii)	1.0028

Ratio change in above factors: Appropriations limits of District For Fiscal year 2025-2026	1.0644 x 1.0028 = 1.0674				
2024-2025 appropriations limits of Distrestablished by Resolution 933	ict as 8,669,318				
Addition to District's appropriation limit For property tax administration fee Imposed by Senate Bill 2557	<u>26,652</u> 8,695,970				
Multiplied by above factors change ratio	x 1.0674				
2025 – 2026 appropriations limit	\$9,281,909				
	Regular, meeting of the Board of Directors istrict held, 2025, on Motion by:				
AYES: NOES: ABSENT: ABSTAINED:					
	Ignacio Moreno, President				
Steve Brown, Secretary					

## CONSULTING SERVICE AGREEMENT SERVICES FOR THE CONSERVATION EASEMENT AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

By this Agreement, dated August 14, 2025, 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 "Conservation Easement Legal Documents". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

#### 2. <u>TIME OF PERFORMANCE</u>

Performance of the services hereunder by Engineer will commence retroactively on December 1, 2024, or upon sooner under the direction of the General Manager, with time of completion on or before December 31, 2025.

#### 3. COMPENSATION

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" 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. <u>INDEPENDENT CONTRACTOR</u>

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" 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.

<u>Professional Errors and Omissions Insurance</u>. 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. <u>INDEMNITY</u>

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. <u>ATTORNEY'S FEES</u>

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.

eneral Manager  Ignacio Moreno, President  pproved as to form:  Steve Brown, Secretary	
Approved as to form on behalf of District:	DISTRICT:
General Manager	Ignacio Moreno, President
Approved as to form:	Steve Brown, Secretary
District Counsel	Engineer:
	John A. Smith, P.E. Principal

#### **CERTIFICATION OF ENGINEER**

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of TARTAGLIA ENGINEERING, ENGINEERING a sole proprietorship owned by John A. Smith, whose address is 7360 El Camino Real, Suite E, P.O. Box 1930, Atascadero, California 93423, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract.
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I hereby certify that I am a registered and California licensed civil engineer. License Number: C46852

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

(Date)	JOHN A. SMITH, Owner	

#### STATEMENT OF UNDERSTANDING

The following reflects our understanding of the project and our involvement therein, based on recent communications, "Teams" meetings, and several site visits to the airport.

- A. A Settlement Agreement between the United States Fish and Wildlife Service, the California Department of Fish and Wildlife, and the Santa Maria Public Airport District has been prepared, signed, and processed by and between these agencies.
- B. Among other provisions, the Agreement includes creation of an approximately three hundred sixty-five (365) acre Conservation Easement on District property.
- C. Exhibit "A" of the Agreement is a map of the proposed easement. Exhibit "B" of the Agreement is a general description of the proposed easement in text. Both exhibits are included as attachments to this Exhibit "A".
- D. The map and description of the easement included in the Agreement provide the direction for our work. They are considered as "approximate" with regards to landmark and feature limits, to be further and more precisely defined, prepared, and described through the work of this Agreement by an appropriately licensed professional engineer / land surveyor.

#### SCOPE OF SERVICES

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

#### A. Research:

- a. Receive, review, and gain a working knowledge of the Agreement between the United States Fish and Wildlife Service, the California Department of Fish and Wildlife, and the Santa Maria Public Airport District, including Exhibits "A" and "B" of the Agreement.
- b. Review existing Title Reports, parcel maps, easements and other mapping documentation for the airport property areas of interest.
- B. Attend and provide active participation in meetings and calls regarding the easement including its overall physical location relative to features and property lines.
- C. Perform a field survey effort as necessary to more precisely locate and document existing features, property corners, airport boundary, utility features, etc.
- D. Generate draft documents:
  - a. Metes and bounds legal description of the easement as Exhibit A.
  - b. Map of the easement as Exhibit B.
- E. Receive and review all comments to easement documentation. Perform updates and revisions to Exhibits A and B, reflecting comments received. Sign and stamp final documents and distribute to Team members at the District for District use in approval and for incorporation into legal documents prepared by District counsel for recording at the County.

- F. If necessary, perform Survey efforts of Record to further document existing airport boundary:
  - a. Generate and file Corner Record surveys with the County of Santa Barbara on behalf of the District, providing permanent documentation of existing property corners.
  - b. Set property corners for any corners not presently monumented. File appropriate Record of Surveys.

#### SERVICES NOT PROVIDED

To help keep the fee component of this agreement in-line, Tartaglia is intentionally limiting our scope of services. Under normal conditions and based on our level of understanding of required tasks, proposed services are adequate to start and successfully complete the effort. The following services are excluded from this Agreement. They can be added at any time in the future should their need be deemed appropriate:

- A. Topographic survey of any features or the conservation itself, in-part or in-whole.
- B. Field setting of monuments reflecting easement boundary limits / corners.
- C. Generation of any legal documents other than those described.
- D. Attendance at public hearings or workshops.
- E. Processing of any documents with / through the Federal Aviation Administration (FAA).
- F. Improvement plans.

#### TIME FOR PERFORMANCE

Tartaglia Engineering will provide and perform the work of this Agreement in a most expeditious manner, remaining engaged from start through completion of the effort. Services will be performed according to:

Items	Summary	Time for Performance					
A, B,	Research, review, field survey, generation of	Within 30 days of NTP					
C, D	draft documents.						
Е	Revise documents based on comments received.	Within 30 days of receipt of comments					
	Sign and stamp final documents for recordation.						
F	Additional survey effort, if deemed necessary.	Within 30 days of determination of					
		necessity, from District, Agreement					
		partners, or County Surveyor.					

#### **COMPENSATION SUMMARY**

All services identified in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed Twenty-Two Thousand, Seven Hundred Thirty Dollars (\$22,730.00).

#### PROFESSIONAL REPRESENTATION

The work of this contract will be performed under the control, oversite, and at the direction of John A. Smith, PE. Mr. Smith is a registered California civil engineer (RCE 46852).

Surveying including mapping and generation of legal sketches and descriptions suitable for recording will be performed by Jon Bratt, LSIT, under the direction of Robert Tartaglia, PE. Mr. Tartaglia's civil engineering registration (RCE 24084) includes authority to perform land surveying and mapping.

#### TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE

Hourly Rate
\$243.00
\$185.00
\$205.00
\$165.00
\$144.00
\$118.00
\$95.00
\$76.00
\$114.00
\$250.00
\$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	\$0.70 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

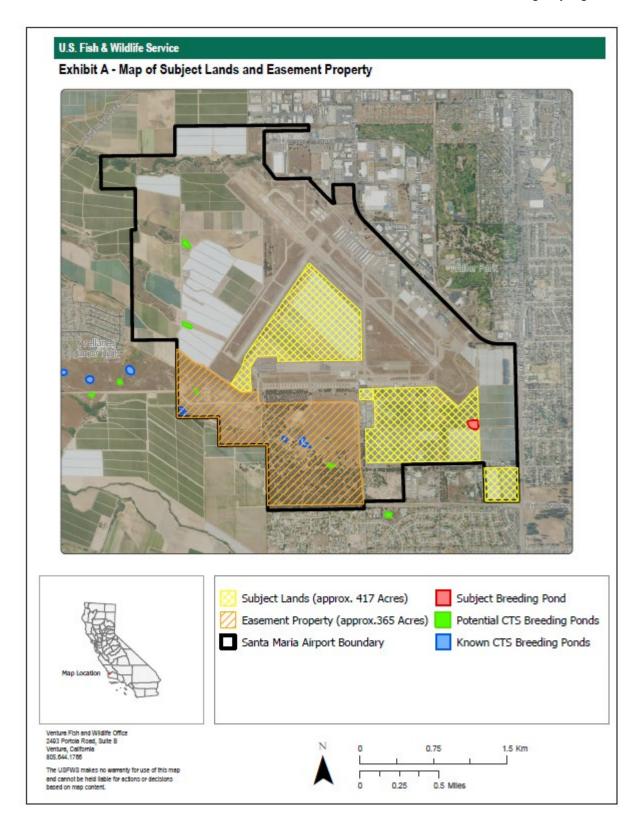
Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2025

Fee Work-Up

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Survey 2-Man	Prof. Travel	Mileage	Total
Task	Description	\$243.00	\$185.00	\$205.00	\$144.00	\$118.00	\$95.00	\$76.00	\$250.00	\$344.00	\$114.00	\$0.75	
	Scope of Services												
A	Research	3.0	3.0										\$1,284.00
В	Attend and participate in meetings	1.0		5.0									\$1,268.00
С	Field survey effort		1.0						24.0				\$6,185.00
D	Generate draft sketches and description		3.0		73.0			3.0					\$11,295.00
Е	Receive comments. Revise documents. Stamp and sign.	3.0	3.0	1.0	8.0								\$2,641.00
	Supplies, Postage		1		.!					.,			\$57.00
	Sub-Total												\$22,730.00
	Additional - If Deemed Necessary												
F	Generate & file Records of Survey, set easement corners.		No	budget pro	ovided. Prop	osal amend	lment will	be prepared	l should ad	lditional se	rvices be	required.	
	Sub-Total												
	Agreement Total, Not to Exceed											\$	22,730.00
Note	es and Assumptions												

- 1 Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.
- 2 Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.
- 3



**Exhibit A** 

Page 1 of 2

#### Exhibit B - Description of Easement Property

The Santa Maria Public Airport District (Airport) Easement Property as depicted on Exhibit A encompasses 365 acres on Airport lands in the southwest corner of the Airport west of Blosser Road as follows. All distances are approximate pending legal description to convey a conservation easement.

- The southern boundary of the Easement Property runs from the intersection of Union Valley
  Parkway and Blosser Road east along a line approximately 200-feet north of the Airport Property line to
  accommodate right-of-way for a potential future extension of Union Valley Parkway. Then runs along the
  southern Airport Boundary to the furthest southwest corner of Airport land.
- The western boundary of the Easement Property runs from the above furthest southwest corner
   2,260 feet north to the northwest corner of the Easement Property to a point where natural ground ends at agricultural fields.
- The northern boundary of the Easement Property runs from the above northwest corner on a southeast diagonal for 2,500 feet, west 560 feet, south 411 feet, and west 3,355 feet to the northeast corner of the Easement Property at Blosser Road.
- The western boundary of the Easement Property runs from the above northeast corner south 3,330 feet along Blosser Road to a point approximately 200 feet north of the southern Airport property line.

# FOURTH AMENDMENT OF CONSULTING SERVICE AGREEMENT (PRELIMINARY, DESIGN, BIDDING, CONSTRUCTION, AND COMPLETION PHASE) SERVICES FOR THE U.S. CUSTOMS BUILDING UPGRADES AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

RE: By this Service Agreement ("Agreement") dated April 11, 2024, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("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.

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and TARTAGLIA ENGINEERING. ("Engineer"), agree to amend the Agreement effective retroactively to August 1, 2025, as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services is extended from July 31, 2025, to November 30, 2025.

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

DISTRICT:
SANTA MARIA PUBLIC AIRPORT DISTRICT
Ignacio Moreno, President
Steve Brown, Secretary
ENGINEER:
TARTAGLIA ENGINEERING
John A. Smith, P.E. Principal

#### FIFTH 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 August 1, 2025, as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services is extended from July 31, 2025, to November 30, 2025.

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

Dated: August 14, 2025	DISTRICT:
Approved as to content for District:	SANTA MARIA PUBLIC AIRPORT DISTRICT
General Manager	Ignacio Moreno, President
Approved as to form for District	
	Steve Brown, Secretary
District Counsel	
	ARCHITECT:
	RAVATT ALBRECHT & ASSOCIATES, INC.
	Greg Ravatt, AIA, CID, Principal Architect



August 14, 2025

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

#### Subject

Authorization for the General Manager to attend the ACA Conference to be held September 15-19, 2025, in South Lake Tahoe, CA.

#### **Summary**

This conference focuses on interactive topics using roundtable discussions involving current events, challenges, and opportunities in the airport industry.

#### **Budget**

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$400.00	\$400.00
	Air Transportation				
	Ground Transportation			\$600.00	\$600.00
	Lodging	1	4	\$185.00	\$740.00
	Meals	1	5	\$100.00	\$500.00
	Total:				\$2,240.00

#### **Overall Impact:**

2025-2026 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$6,938.60
Current Balance for Business Travel	\$23,061.40
Amount of this Request	\$2,240.00
Balance Remaining if Approved	\$20,821.40

#### Recommendation

Staff recommends the Board approve this conference.