



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

**Thursday  
June 12, 2025**

**Administration Building  
Airport Boardroom  
5:55 P.M.**

**SPECIAL 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. PUBLIC SESSION FOR ITEMS ON THE AGENDA:** 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. The Board will establish a time limit for receipt of testimony.
- 2. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE AGREEMENT FOR SALE OF CONSERVATION CREDITS BETWEEN THE DISTRICT AND RANCHO PURISMA LLC, IN SATISFACTION OF THE DISTRICT'S SETTLEMENT AGREEMENT WITH THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW).**
- 3. ADJOURNMENT**

## AGREEMENT FOR SALE OF CONSERVATION CREDITS

This Agreement for Sale of Conservation Credits ("**Agreement**") is entered into this 12th day of June, 2025, by and between Rancho Purisima LLC, a California limited liability company ("**Bank Sponsor**") and the Santa Maria Airport District ("**District**" or "**Project Applicant**"), jointly referred to as the "**Parties**," as follows:

### RECITALS

A. Bank Sponsor has developed the La Purisima Conservation Bank ("**Bank**") located in Santa Barbara County, California pursuant to that certain *La Purisima Conservation Bank Enabling Instrument* ("**Bank Agreement**") by and among Bank Sponsor, Purisima Preserve LLC, a California limited liability company, Purisima Santa Barbara LLC, a California limited liability company, Rancho Santa Rita Preserve LLC, and Cebada Canyon LLC, a California limited liability company (collectively, "**Property Owner**"), the United States Fish and Wildlife Service ("**USFWS**" or "**Service**"), and the California Department of Fish and Wildlife ("**CDFW**" or "**Department**"). The USFWS and CDFW are sometimes referred to collectively as the "**Wildlife Agencies**"; and

B. The Bank was approved by the Wildlife Agencies on March 13, 2014, and is currently in good standing with the Wildlife Agencies; and

C. The USFWS alleged that certain actions by the District resulted in impacts to habitat, including alleged take, of California tiger salamander, and the District and Wildlife Agencies, without any admission of liability by the District, entered into that certain Settlement Agreement dated August 15, 2024 ("**Settlement Agreement**"); and

D. Pursuant to the Settlement Agreement, the District agreed to provide for the conservation of California tiger salamander by contributing funds to the California Tiger Salamander Mitigation and Conservation Account ("**CTS Account**") held by the National Fish and Wildlife Foundation ("**NFWF**"); and

E. As described in the Settlement Agreement, at the direction of CDFW after consultation with the USFWS, CTS Account funds may be used to acquire credits from a USFWS-approved conservation bank; and

F. The Bank has received approval from the USFWS and CDFW to offer California tiger salamander and Western spadefoot toad Credits as compensation for the loss of breeding and upland habitat for California tiger salamander and Western spadefoot toad as specified in the Bank Agreement; and

G. The Wildlife Agencies previously approved the variance from the Settlement Agreement, as drafted, for the District to acquire California tiger salamander Credits directly from Bank Sponsor, upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for sale. District wishes to acquire from Bank Sponsor, and Bank Sponsor wishes to transfer to District, Thirty-Eight and One-Tenth (38.1) California tiger salamander Credits; and

H. Substantially concurrently herewith, and pursuant to the terms of the Settlement Agreement, CDFW will direct NFWF to disburse funds from the CTS Account to Bank Sponsor as compensation for the transfer of Thirty-Eight and One-Tenth (38.1) California tiger salamander Credits to District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby transfers to District and District hereby acquires from Bank Sponsor Thirty-Eight and One-Tenth (38.1) California tiger salamander Credits for the total amount of One Million Dollars (\$1,000,000.00). Bank Sponsor will deliver to District an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "A". The purchase price for said Credits shall be paid by ACH or wire transfer of funds from the CTS Account held by NFWF as directed by CDFW in writing and in accordance with written payment instructions provided by Bank Sponsor to NFWF.
2. The sale and transfer herein is not intended as a sale or transfer to District of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
3. District shall have no obligation whatsoever by reason of the acquisition of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Sponsor shall monitor and make reports to the USFWS and CDFW on the status of any Conservation Credits allocated to District. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by the Service and Department.
4. The Conservation Credits sold and transferred to District shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other purpose, except as set forth herein.
5. District must exercise its right to acquire the Credits within 30 days of the date of this Agreement. After the 30-day period, this Agreement will be considered null and void.
6. Upon acquisition of the Credits specified in Recital G above, the Bank Sponsor shall submit to the parties listed in the Notices section of the Bank Agreement copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt (Exhibit "B"); and d) an updated inventory / ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) USFWS File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

*(Remainder of page intentionally left blank; signature page(s) follow(s).)*

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**BANK SPONSOR:**

RANCHO PURISIMA LLC, a California limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian Sweeney, Manager

**PROJECT APPLICANT:**

SANTA MARIA AIRPORT DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ignacio Moreno, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Brown, Secretary

**APPROVED:**

UNITED STATES FISH AND WILDLIFE SERVICE:

The Service verifies that the La Purisima Conservation Bank is in good standing as of the date of this Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ventura Fish and Wildlife Office

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE:

The Department verifies that the La Purisima Conservation Bank is in good standing as of the date of this Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Manager  
California Department of Fish and Wildlife  
South Coast Region

Exhibit "A"

**BILL OF SALE**

Service File # N/A

Department File # N/A

In consideration of One Million Dollars (\$1,000,000.00), receipt of which is hereby acknowledged, Rancho Purisima LLC, a California limited liability company, does hereby transfer to the Santa Maria Airport District Thirty-Eight and One-Tenth (38.1) credits in the *La Purisima Conservation Bank* in Santa Barbara County, California, developed, and approved by the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife pursuant to the *La Purisima Conservation Bank Enabling Instrument* (the "***Bank Agreement***").

Rancho Purisima LLC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances other than those authorized by the Bank Agreement.

Rancho Purisima LLC covenants and agrees with the Santa Maria Airport District to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

RANCHO PURISIMA, LLC, a California limited liability company

By: \_\_\_\_\_  
Brian Sweeney, Manager

Exhibit "B"

La Purisima Conservation Bank

**CALIFORNIA TIGER SALAMANDER CREDITS**

**PAYMENT RECEIPT**

**PROJECT APPLICANT INFORMATION**

Name: Santa Maria Airport District

Address:

Telephone:

Contact:

**CREDIT INFORMATION**

Species/Habitat Affected:

Credits Acquired: Thirty-Eight and One-Tenth (38.1)

Payment Amount: One Million Dollars (\$1,000,000.00)

**PAYMENT INFORMATION**

Payee: Rancho Purisima LLC

Payer: Santa Maria Airport District

Amount: One Million Dollars (\$1,000,000.00)

Method of payment: ACH or Wire from National Fish and Wildlife Foundation (California Tiger Salamander Mitigation and Conservation Account)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name: Brian Sweeney Title: Manager