



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

**Thursday
May 9, 2024**

**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, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD APRIL 25, 2024**
- 2. COMMITTEE REPORT(S):**
 - a) EXECUTIVE**
 - b) ADMINISTRATION & FINANCIAL**
 - c) SAFETY & SECURITY**
 - d) REAL ESTATE**
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT**
 - f) GOVERNMENT AFFAIRS**
 - g) MARKETING & PROMOTIONS**
- 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. **PRESENTATION BY SANTA MARIA FIRE CHIEF, BRAD DANDRIDGE, REGARDING STATION 6 AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT.**
7. **PRESENTATION BY JASON HARGREAVES, TARTAGLIA ENGINEERING, PROVIDING AN UPDATE OF AIRPORT IMPROVEMENT PROJECTS.**
8. **DISCUSSION AND DIRECTION TO STAFF REGARDING THE REQUEST FOR RENT ABATEMENT FROM ARTCRAFT PAINT FOR OPERATIONAL COSTS INCURRED FOR ONGOING FLOODING AND ROOF LEAKS.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE FOXENWOOD DRAINAGE STUDY.**
11. **RESOLUTION 930. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT AMENDING THE RATES AND CHARGES FOR FISCAL YEAR 2024-2025.**
12. **DIRECTORS' COMMENTS.**
13. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD APRIL 25, 2024

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, Clayton, and Baskett, General Manager Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD April 11, 2024. Director Baskett made a Motion to approve the minutes of the regular meeting held April 11, 2024. Director Clayton Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – No meeting scheduled.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT – No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
3. GENERAL MANAGER’S REPORT. Mr. Pehl updated the Board on meetings he attended which included Custom pre-construction and Social Media interviews. He notified them of the annual Fish & Wildlife CTS roundup and the Delta Air Lines photo shoot.
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 072606 through 072634 in the amount of \$159,719.85, was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by a 5-0 vote.
 - b) Budget to 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. Resolution 930. A Resolution of the Board of Directors of the Santa Maria Public Airport District amending the rates and charges for fiscal year 2024-2025.

Discussion was held between the Directors. Director Baskett stated his opposition to the 50% hangar rental rate increase. He read a partial statement prepared by a current hangar tenant opposing the same. He suggested the Board vote to continue to increase the rates based on CPI. Director Adams supports bringing the hangars to the market rate but opposed the continuation of the non-airworthy fee. Director Brown would support the removal of the non-airworthy fee but asked to see the agricultural rates increased as well.

Discussion was then open to the public for comment.

Rene Minjares, a hangar tenant, is opposed to the proposed rate increase.

Joe Cronan, a hangar tenant, opposes the proposed rate increase. He also stated our duty to support and promote general aviation and asked the security fence to be removed.

Steve Dayton, a hangar tenant, is opposed to the proposed rate increase.

Robert Rodden, a hangar tenant, is opposed to the proposed rate increase. He doesn't agree with the market rate trend.

Rich Jensen, a hangar tenant, would like to see improved communication from the District to tenants and stated that there is a general disrespect from the District towards the GA community.

Joe Lesmeister, a hangar tenant, is opposed to the proposed rate increase. He stated his opinions on Santa Maria being a small town for hobby pilots.

Thomas Gibbons, a member of the public, read a selection of the Brown Act Policy with regards to new taxes.

Lloyd Massey, a hangar tenant, asked the Board rhetorical questions on why they are raising rents. He then stated that raising rents will hurt other tenants on the airfield.

Jim Bagnard, a hangar tenant, asked the Board for the justification for raising rents. He asked if there were other means to raise capital and asked if the rents are raised 50%, they be collected over a period of 5-10 years. He also stated this could impact other local businesses.

Kathleen Bagnard, a member of the public, wants to see what the increased revenue is being spent on. She wants to see an improvement plan and asked if this just applied to hangar tenants or every tenant on the airfield.

Ryan Ayers stated that SMPAD was following a trend to match market rates and opposed the proposed rent increase.

Nik Kozak, a hangar tenant, suggested we can't raise the rents 50% and the need to make aviation affordable for the GA community.

Charles Griffith, a hangar tenant, asked if this was a strategic vision. He also stated that the District needs to promote aviation. He pointed out several areas on the airfield that needs work.

Vance Breese, a hangar tenant, suggested the rents should be lower due to location.

John Herlihy, a hangar tenant, prefers this airport due to its affordability. Other airports have various options including options to buy. SMPAD only has the option to rent a hangar or a tie down.

Discussion was then turned back over to the Board.

Director Brown made a Motion the item be tabled until the next scheduled meeting. Director Clayton Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, Clayton, and Baskett voted "Yes".

7. Resolution 931. A Resolution of the Board of Directors of the Santa Maria Public Airport District approving salaries and salary increases for District employees for fiscal year 2024-2025. Director Brown made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, Clayton, and Baskett voted "Yes".
8. Authorization for the President to execute the Compensation Agreement pursuant to Health and Safety Code Section 34180(f) for transfer of the Royal Theater properties for future development activity. Director Brown made a Motion to approve. Director Baskett Seconded and it was carried by a 5-0 vote.
9. Discussion and direction to staff regarding the request for rent abatement from Artcraft Paint for operation costs incurred for ongoing flooding and roof leaks. This item was tabled to the next meeting.
10. Authorization for the President and Secretary to execute the Twenty Seventh Amendment of Lease between the District and CJJ Farming. Director Baskett 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 Second Amendment of Service Agreement between the District and Ravatt Albrecht and Associates, Inc., for professional services for the Santa Maria Airport U.S. Customs Building. Director Baskett made a Motion to approve. Director Clayton Seconded and it was carried by a 5-0 vote.
12. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and Tartaglia Engineering for the Runway and Taxiway Emergency Repair at the Santa Maria Public Airport District. Director Adams made a Motion to approve. Director Brown Seconded and it was carried by a 5-0 vote.
13. Authorization for the President and Secretary to execute the Second Amendment of Service Agreement between the District and Tartaglia Engineering for the Rehabilitate Parallel and Connecting Taxiways, Phase 1. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.

RECESS: At 7:18 p.m.

Return to OPEN SESSION: At 7:28 p.m. The Board and staff reconvened to Open Session.

14. CLOSED SESSION. At 7:28 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: (Three cases).
 - b) Conference with Legal Counsel-Initiation of Litigation (Paragraph (4) of Subdivision (d) of Gov. Code Section 54956.9): (One Case).
- At 8:14 pm., the Board and staff reconvened to Open Public Session.
- There was one reportable action. Item 14a, one claim brought by Mr. Ades, was unanimously rejected by the board.
15. DIRECTORS' COMMENTS: Director Baskett stated the lack of economic benefit to raising rents. Asked for a study to be conducted. He reiterated his concerns over security and the lack of information for tenants.
- Director Clayton hopes to solve some cases and move on. He stated the rent is too low and the District needs to be more competitive. The Board needs to be good stewards of the District and grow the airport and aviation.
- President Moreno shares Director Clayton's sentiment about moving forward and improving infrastructure. He also thanked everyone who came to the meeting and would like more participation in the future.
- Director Adams stated it was good to see everyone. He hears all the complaints about what infrastructure needs to be fixed and states the money must be raised to be spent.
- Director Brown called out Director Baskett's perpetual bad behavior. He stated that Director Baskett has already cost the District over \$250,000.00 in write-offs and frivolous lawsuits that he continues to lose. He lost the one filed against Director Brown this past week and now owes attorney's fees. He would like to see reporting done on what payments have been paid to the insurance company by Mr. Baskett each meeting.
16. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on May 9, 2024, at the regular meeting place. Director Adams made that Motion, Director Brown 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 8:22 p.m. on April 25, 2024.

Ignacio Moreno, President

Steve Brown, 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 072635 to 072671 and electronic payments on Pacific Premier Bank and in the total amount of \$354,497.67.

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 072635 to 072671 and electronic payments on Pacific Premier Bank in the total amount of \$354,497.67 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 9, 2024.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72635	4/23/2024	Adams, Chuck	\$600.00	Director's Fees
* 72636	4/23/2024	ADB SAFEGATE Americas LLC	\$7,324.85	Lighting Maintenance
* 72637	4/23/2024	AT&T	\$46.24	Telephone Service
* 72638	4/23/2024	Baskett, David	\$300.00	Director's Fees
* 72639	4/23/2024	BMI PacWest	\$1,854.00	HVAC Services - 4/1/24 - 6/30/24
* 72640	4/23/2024	Bomar Security & Investigation	\$2,854.50	Security Service
* 72641	4/23/2024	Brown, Steve	\$100.00	Director's Fees
* 72642	4/23/2024	Central City Tool Supply, Inc.	\$150.05	Shop Supplies
* 72643	4/23/2024	City of Santa Maria	\$1,030.00	Construction Meter Fees
* 72644	4/23/2024	City of Santa Maria	\$225,432.50	ARFF Services (January - March 2024)
* 72645	4/23/2024	City of Santa Maria-Util Div	\$4,678.60	Utilities - Water
* 72646	4/23/2024	Comcast Business	\$2,205.77	Internet Service
* 72647	4/23/2024	Consolidated Electrical Distributors, Inc.	\$432.28	Hangar Lighting Maintenance
* 72648	4/23/2024	Grainger	\$534.70	Vehicle Maintenance
* 72649	4/23/2024	Gsolutionz, Inc.	\$551.17	Voice Services 3/22/4 - 4/21/24
* 72650	4/23/2024	Hayward Lumber Company	\$205.04	Hangar Maintenance
* 72651	4/23/2024	Interstate Batteries	\$57.58	Vehicle Maintenance
* 72652	4/23/2024	IRIS Companies	\$2,476.25	Badging Cardstock
* 72653	4/23/2024	J B Dewar, Inc	\$1,359.85	Unleaded/Diesel Fuel
* 72654	4/23/2024	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 72655	4/23/2024	Kimball Midwest	\$59.76	Shop Supplies
* 72656	4/23/2024	Letters, Inc.	\$105.85	Car Wash
* 72657	4/23/2024	Liebert Cassidy Whitmore	\$5,252.50	Personnel Rule Review
* 72658	4/23/2024	Los Padres Fire Protection	\$160.84	Vehicle Maintenance
* 72659	4/23/2024	LSC Communications	\$38.89	FAA Publications
* 72660	4/23/2024	Mission Linen Service	\$146.69	Uniform Service
* 72661	4/23/2024	Moreno, Ignacio	\$600.00	Director's Fees
* 72662	4/23/2024	Napa Auto Parts	\$34.22	Vehicle Maintenance
* 72663	4/23/2024	Pat's Automotive	\$1,263.81	Vehicle Maintenance
* 72664	4/23/2024	Perry's Electric Motors & Controls	\$753.37	Vehicle Maintenance
* 72665	4/23/2024	RRM Design Group	\$4,376.25	Lot Line Adjustment/Spec. Plan Amendment
* 72666	4/23/2024	S Lombardi & Assoc., Inc.	\$2,900.00	Airport Advertising
* 72667	4/23/2024	Safety-Kleen	\$281.94	Hangar Maintenance
* 72668	4/23/2024	Santa Maria Ford Lincoln	\$2,694.31	Vehicle Maintenance
* 72669	4/23/2024	SB County Air Pollution	\$535.00	Permit Fee 3249 Terminal Drive
* 72670	4/23/2024	Western Propane Service	\$21.54	Vehicle Maintenance
* 72671	4/23/2024	Winema Industrial & Safety Supply	\$146.05	Shop Supplies
Subtotal			<u>\$276,519.40</u>	

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	4/23/2024	Frontier Communications	\$856.98	Telephone Service
ACH	4/23/2024	CalPers	\$6,597.13	Employee Retirement
ACH	4/23/2024	Amazon Capital Services	\$332.45	Shop/Office Supplies
ACH	4/24/2024	Empower Retirement	\$5,237.84	Employee Paid Retirement
ACH	4/25/2024	Paychex	\$26,651.27	Payroll
ACH	4/25/2024	Paychex	\$7,368.24	Payroll Taxes
ACH	4/26/2024	Paychex	\$195.09	Paychex Invoice
ACH	4/26/2024	Frontier Communications	\$244.14	Telephone Service
ACH	4/26/2024	Clark Pest Control	\$2,968.75	Weed/Wildlife Maintenance
ACH	4/26/2024	Umpqua Bank	\$17,073.47	Business Travel
ACH	5/1/2024	Principal	\$2,517.22	Employee Dental/Life/Disability Insurance
ACH	5/1/2024	Aflac	\$204.24	Employee Voluntary Insurance
ACH	5/2/2024	Collective Communications	\$7,500.00	Collective Strategies
ACH	5/3/2024	Ultrex	\$17.17	Equipment Lease - Usage Charge
ACH	5/3/2024	Ready Refresh	\$214.28	Water Delivery
		Subtotal	<u>\$77,978.27</u>	
		Total	<u><u>\$354,497.67</u></u>	



CITY OF SANTA MARIA FIRE DEPARTMENT



FIRE CHIEF

Brad Dandridge



HISTORY

- 1884 “BIG FIRE” – burned every building northeast block of Broadway and Main (fought with bucket brigade)
- 1897 First organized volunteer fire department in the valley, used hand-drawn hose carts
- 1900 Santa Maria Hotel Fire (southwest block of Broadway and Main) – bucket brigade little to stop flames
- 1904 Arthur MacLaughlin appointed as first Fire Chief - \$10/month



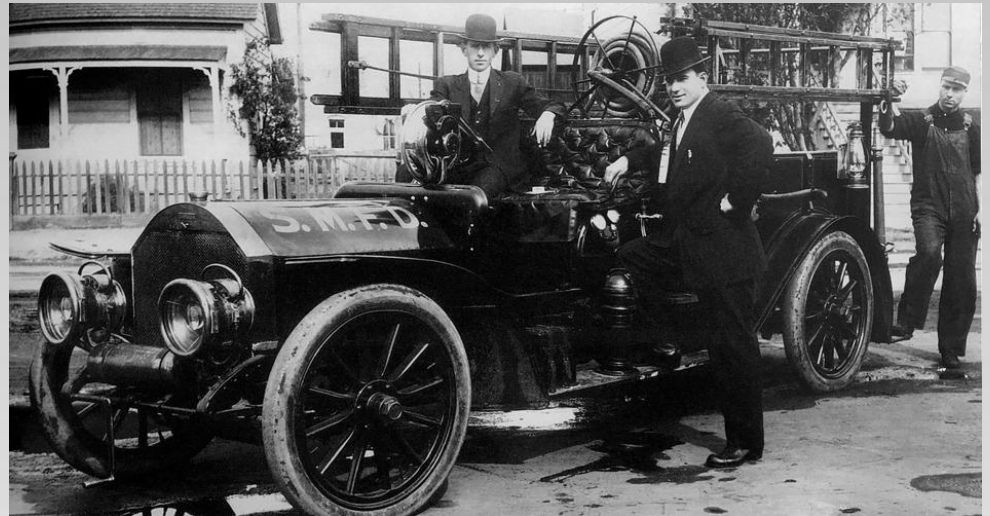
CITY OF SANTA MARIA FIRE DEPARTMENT

- 1905 Santa Maria was incorporated and bought bell from the Presbyterian Church to sound alarm for fires
- 1911 Deane Laughlin Fire Chief paid \$20/month
- First Fire Station small building leased from Santa Maria Gas Co. (100 block of N. Lincoln St.)
- 1957 New fire station built at the SM Airport staffed with an engine and a crew of three who also staffed the crash truck owned by Airport District



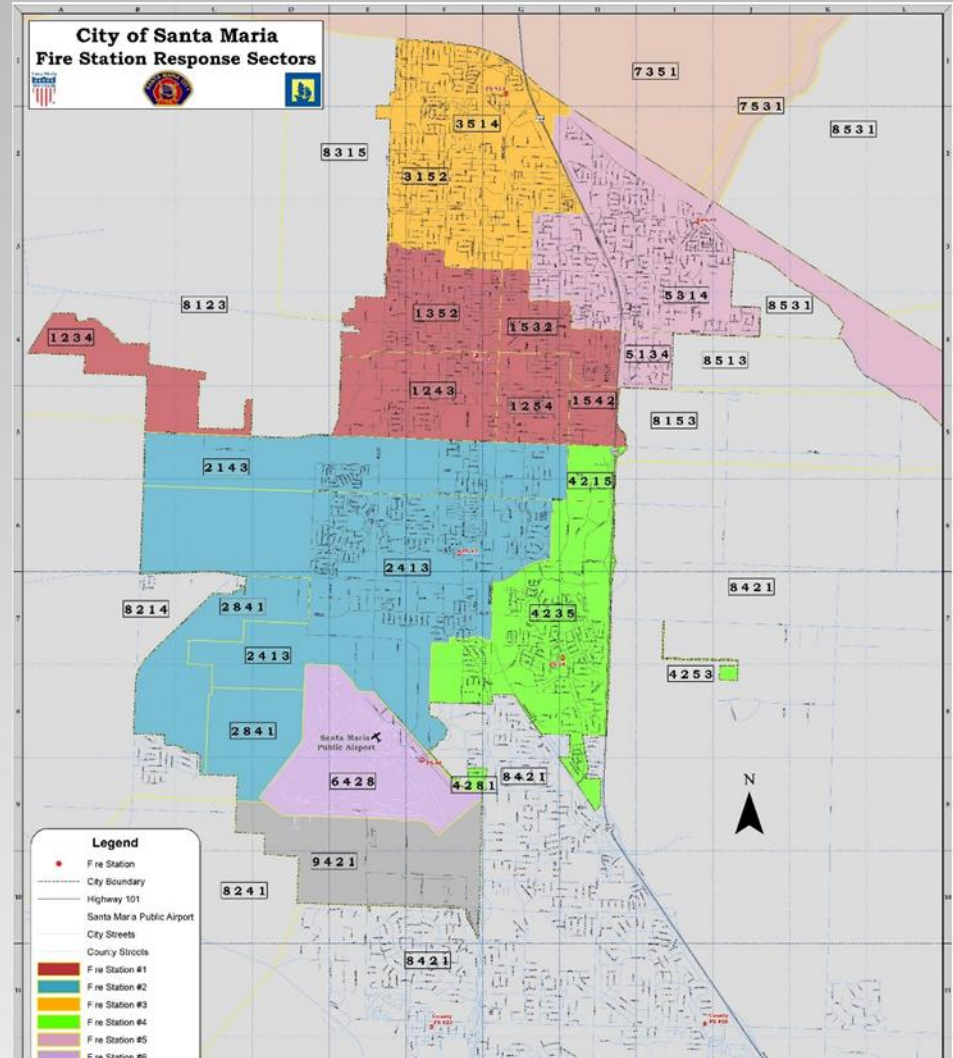
CITY OF SANTA MARIA FIRE DEPARTMENT

- 1912 Columbia Touring Car Purchased and modified as the first fire engine for the City.
- Red with 40 gallons chemical tank
- 1000 ft of hose, 2 ladders, axes and pike poles
- Mix of soda/acid caused pressure to force gallons through hose
- “quick attack” for fires





Approx. 23 Sq. Miles





Response Areas

- City of Santa Maria
- Orcutt
- Guadalupe
- Nipomo
- Unincorporated Areas
- Statewide Master Mutual Aid System



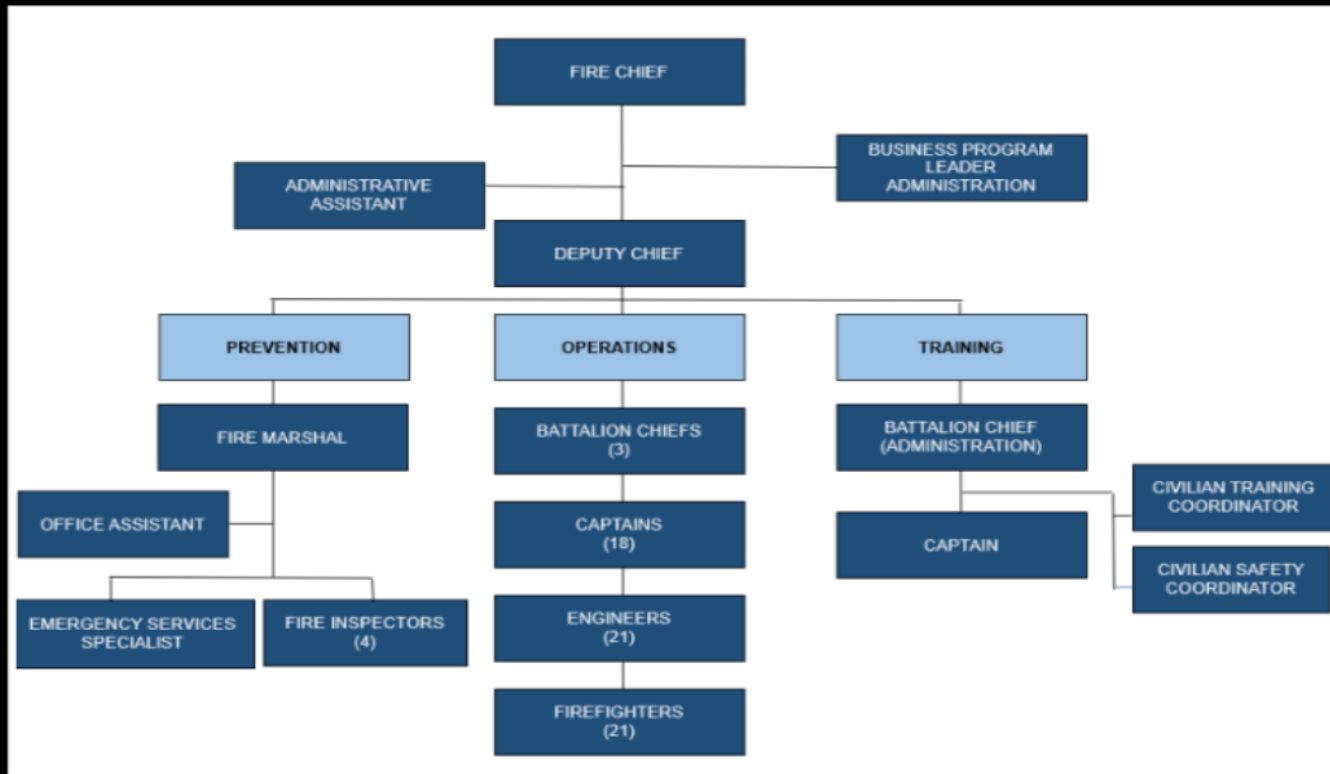
Services Provided

- Traditional Structural and Wildland Fire Suppression
- EMS Fire Response at the Basic Level
- Hazardous Materials Response
- Low-angle Rescue, Swift Water, and Vehicle Extrication
- Life-Safety Programs (Inspections, Plan Reviews)
- Public Education and Prevention Programs
- Aircraft Rescue and Firefighting (ARFF)



CITY OF SANTA MARIA FIRE DEPARTMENT

Organizational Structure





Operations Staff

- Shift Battalion Chief (3)
- Captains (19)
- Engineers/ARFF Specialist (21)
- Firefighters (21)

Minimum Daily Staffing 20



CITY OF SANTA MARIA FIRE DEPARTMENT

Department Statistics

	2021	2022	2023
Total Emergency Incidents	10868	12366	12373
Fire	356	460	427
EMS	5882	6983	6060
Traffic Collision	469	562	662
Hazardous Condition	465	307	315
False Alarm	395	438	476
Miscellaneous	3301	3616	4433



CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 1 300 W. Cook Street



Total Responses

Engine 1	3150
Truck 1	1066



CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 1 Apparatus

Truck 1

Reserve Engine 101



Engine 1

Breathing
Support
Unit





CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 2 416 W. Carmen Lane



Total Responses

Engine 2	2599
USAR	21



CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 2 Apparatus



Engine 2

USAR





CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 3 2305 N. Preisker Lane



Total Responses

Engine 3	2651
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CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 3 Apparatus



Engine 3



CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 4 2637 S. College Drive



Total Responses

Engine 4	1713
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CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 4 Apparatus



Engine 4

Reserve Engine 4





CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 5 1670 E. Donovan Road



Total Responses

Engine 5	2562
Engine 305	37



CITY OF SANTA MARIA FIRE DEPARTMENT

Fire Station 5 Apparatus



Engine 305

Reserve Engine 105



Engine 5





CITY OF SANTA MARIA FIRE DEPARTMENT

Airport/Fire Station 6 3339 Terminal Drive



Total Responses

ARFF 6	132
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CITY OF SANTA MARIA FIRE DEPARTMENT

Airport/Fire Station 6 Apparatus



ARFF 6

ARFF 106





CITY OF SANTA MARIA FIRE DEPARTMENT

FIRE PREVENTION DIVISION

- Staff

- Fire Marshal
- Fire Inspectors (4)

- Responsibilities

- Development review
- Plan check conditions
- New construction inspections
- Implementation of Fire Code
- Apartment/Hotel/Motel inspections
- Fire investigations
- Fireworks booth regulations
- Business license inspections
- Assembly Inspections (including restaurants)

End of Year Statistics

- | | |
|------------------------------------|------|
| • Annual Inspections | 1146 |
| • Permit Inspections | 423 |
| • Development Review | 1281 |
| • California Fire Code Inspections | 450 |

- | | |
|---------------------|----|
| Fire Investigations | 68 |
| • Accidental | 30 |
| • Suspicious | 19 |
| • Intentional | 19 |



Where do we go from here?

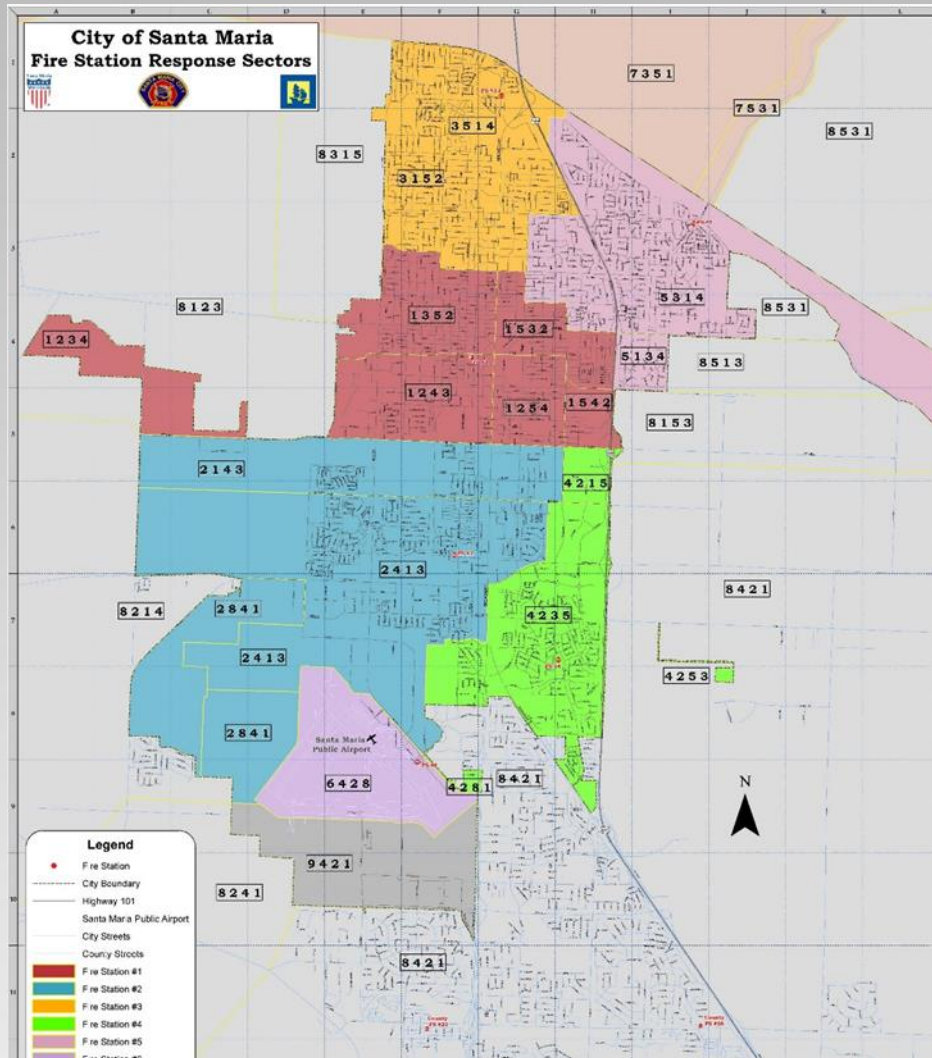


CITY OF SANTA MARIA FIRE DEPARTMENT

- Regional Dispatch
 - Closest Unit Response
- Training – 240 hrs. minimum
 - Standardization
 - City Training Tower
- Expansion of Service
 - Addition of Type 1 Engine Company
 - Relocation of Station 2
- ISO Rating
 - Currently ISO Class 3
 - 73.85 points, 6.15 points to a Class 2
 - ISO evaluation in August 2024

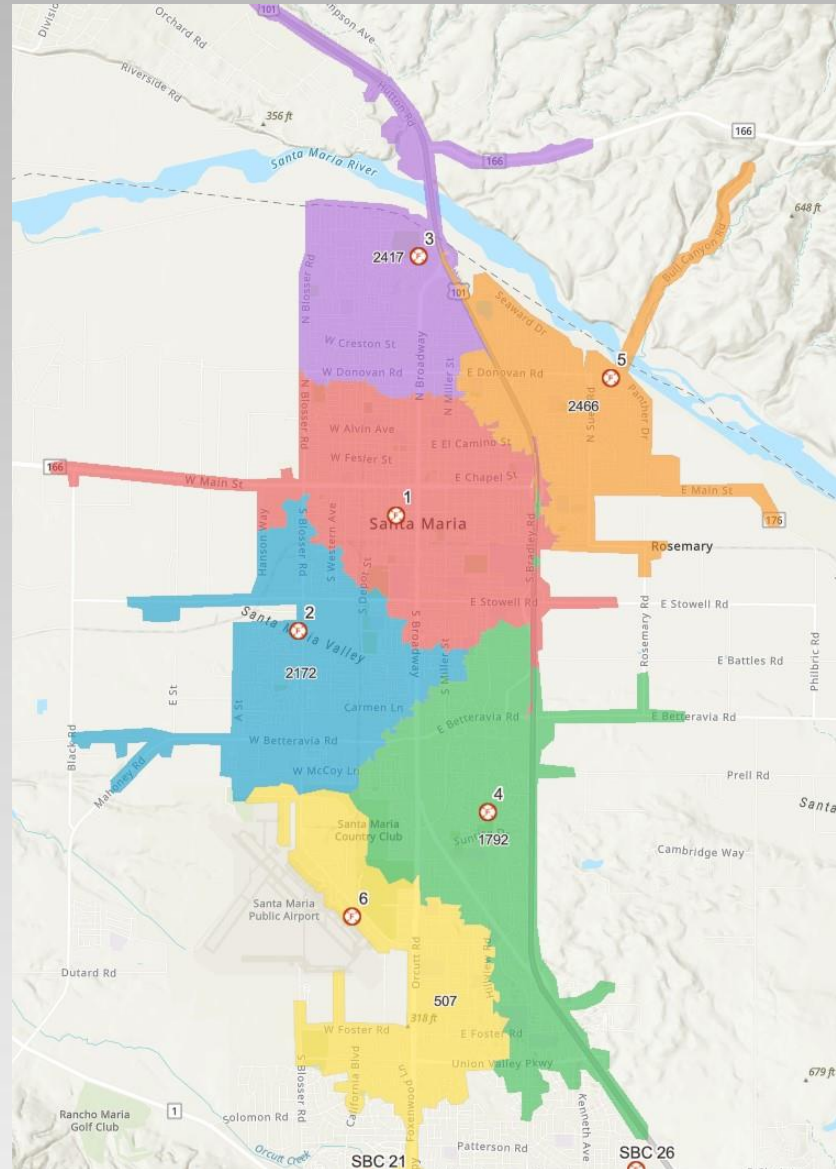


CITY OF SANTA MARIA FIRE DEPARTMENT





CITY OF SANTA MARIA FIRE DEPARTMENT





CITY OF SANTA MARIA FIRE DEPARTMENT

AGREEMENT FOR AIRCRAFT RESCUE AND FIEFIGHTING (ARFF) SERVICES

Contract Expiring June 30, 2026



DISTRICT RESPONSIBILITIES

- 4.1: Fund initial training for up to 12 City firefighters as ARFF trained
- 4.2: Fund annual ARFF live burn fire drill
- 4.4: Provide and fund operations and maintenance cost associated with District owned vehicles
- 4.5: Fund costs of ARFF related equipment



CITY RESPONSIBILITIES

- 3.1: Provide 1 ARFF trained and qualified member on airport property 24 hrs./day, 7 days/week
- 3.9: Provide additional City emergency response resources from existing fire stations to support ARFF operations
- 3.10: Provide additional resources for staging purposes at airport for Index B flights
- 3.24: Use the Airport Fire Station and ARFF facilities on Airport exclusively for housing personnel and equipment for ARFF and other permitted Airport emergency services, or contract ambulance, fire suppression, rescue/life support equipment , and/or personnel.



MISCELLANEOUS PROVISIONS

Section 7.8

There will be no payment by the District for extra services rendered by City unless the services are expressly authorized in writing by District's General Manager before the services are performed; provided any extra services in excess of \$10,000 require the prior written approval of District's Board of Directors.



Benefits

- Support future growth of the Airport District and development of surrounding areas
- Quicker response times to emergencies on airport grounds and surrounding areas
 - Medical Aids/Traffic Accidents
 - Alert I: SMFD (1) Engine, (1) Truck, (1) BC, ARFF
 - Alert II: (2) Engines, (1) Truck, (1) BC, ARFF
 - Alert III: (2) Engines, (1) Truck, (1) BC, USAR, ARFF
- Added security with response originating from Station
- No additional cost to district



Recommendation:

Allow City to open a Type 1 Engine, providing enhanced service to the District and surrounding areas from current Airport Station 6.

Initiate discussions for the renewal of the Agreement for Aircraft Rescue and Firefighting (ARFF) Services.



CITY OF SANTA MARIA FIRE DEPARTMENT

Questions?



Art Craft Paint
805.925.5934
3203 Lighting St, Ste 108
Santa Maria, CA 93455

Martin Pehl, General Manager

Santa Maria Airport (SMx)
3217 Terminal Dr.
Santa Maria, CA 93455

4-10-24

Petition For Lease Abatement – ArtCraft Paint, Inc.

Dear Mr. Martin Pehl,

I am writing to request a rent abatement due to the ongoing flooding and roof leaking conditions of the property leased by ArtCraft Paint, Inc. (ACP).

As reported since the beginning of the year, 1/1/24, you've been presented with documentation of the situation, personally witnessed the situation on an occasion or two. Summary of documentation is as follows:

1. On 1-17-24, ACP initiated email communications to SMx regarding water leaks.
2. On 2-08-24, ACP initiated email communications to SMx regarding flooding in both hangars.
3. On 2-19-24, ACP initiated email communications to SMx regarding electrical damage due to leaking roof.
4. On 2-20-24, ACP initiated email communications to SMx summarizing operational expenses incurred due to leaking, flooding.
5. On 3-04-24, ACP initiated email communications to SMx summarizing all operational costs for the year that are a direct result of building rood and grounds being neglected by lessor. Those costs over 3 events in 2024 **Totaling: \$25,200.75, minimally to date.**
6. On 3-08-24, ACP requested SMx to consider "Rent credit/s".
7. On 3-14-24, ACP requested SMx to provide status update to the "Rent Credit/s". None was provided.
8. On 3-27-24, ACP requested SMx to provide status update to the "Rent Credit/s". None was provided.
9. On 4-04-24, ACP discussed the issue of Rent Credits with you at a meeting in your facility. You provided ACP with the option to file a Petition, which is the impetus for this filing.

ACP is Petitioning for the \$25,200.75 amount of operational cost to be deducted from the May and June, 2024 lease payments, \$12,600.38 from both the May and June payments, respectively.

As you are aware, ACP is not absolving SMx from resolving the flooding and roof leaking issues. ACP anticipates continuing to petition SMx for lease abatement following every event where ACP incurs operational costs due to SMx facility neglect.

Thank you for your consideration of my request. I look forward to hearing from you soon.

Sincerely,

Kevin G. Yakes

Chief Operations Officer

ArtCraft Paint, Inc.
952.239.4550 m
kyakes@artcraftpaint.com

REVOCABLE PERMIT AGREEMENT
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 9th day of May 2024;

BY AND BETWEEN

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district organized pursuant to Public Utilities Code Sections 22001, et seq., hereinafter referred to as "District";
and
SKYDIVE SANTA BARBARA LLC., a California Limited Liability Company, hereinafter referred to as "Permittee";

WITNESSETH

WHEREAS, District is the owner of the Santa Maria Public Airport ("Airport"), which airport is located in the City of Santa Maria, County of Santa Barbara, California; and

WHEREAS, Permittee desires to use portions of said Airport at various times throughout the year from June 1, 2024, to May 31, 2025, for the purpose of preparing for and conducting skydiving activities; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein below, it is mutually agreed as follows:

1. SCOPE OF PERMIT

District hereby gives Permittee permission to utilize portions of the Santa Maria Public Airport for staging and conducting skydiving activities, hereinafter referred to as "Activities", and for purposes incidental thereto for the dates and times described in Paragraph 4 below, subject to the conditions set forth below.

2. FEE

Pursuant the Districts' rates and charges schedule, the fee for this permit is \$150.00.

3. NATURE OF INTEREST GRANTED

For all the purposes of this permit, Permittee is and shall be deemed to be, with respect to District, a licensee. It is mutually agreed and understood that nothing contained in this permit shall be deemed or construed to constitute a partnership or joint venture between the parties to this permit. This Agreement is merely for the purpose of allowing Permittee to use the airport and the facilities thereon to stage and conduct said Event and activities related and incidental thereto.

4. EFFECTIVE DATES OF PERMIT

This permit shall allow Permittee to utilize portions of the airfield of the Santa Maria Public Airport depicted in Exhibit "A" attached and incorporated by this reference, pursuant to the terms and conditions of this Agreement and any reasonable access for preparation, removal of equipment, and cleanup associated with the Activities.

5. OBLIGATIONS OF PERMITTEE

This Agreement is contingent upon the following:

A. Permittee shall obtain the approval of the Federal Aviation Administration (FAA) for all phases of said Activities requiring such approval.

B. Permittee shall notify and coordinate with the District and obtain approval for specific dates and times for use. The Activities shall not affect normal airport operations and shall minimize the Activity's impact to tenants and other users.

C. Permittee shall furnish all personnel necessary to direct automobile parking, give traffic direction, and provide crowd control.

D. Permittee shall provide all sanitary and first aid facilities necessary to accommodate expected crowds and sufficient adult security personnel to protect based and transient aircraft and participating aircraft, vehicles and equipment, to direct automobile parking, give traffic directions, to provide crowd control, and to prevent attendees from leaving the Activity area and entering onto active aircraft pavements during the period of this permit.

E. Permittee shall arrange all fire protection, ambulance and aircraft crash rescue functions as are deemed necessary by the parties hereto or by any agency with jurisdiction.

F. Permittee shall clean up, repair and maintain any area of the Santa Maria Public Airport impacted by activity under this permit, immediately subsequent to the close of the Activities. Permittee shall clean the entire area used by it, remove any and all debris and trash, and restore the area to the condition existing immediately prior to the commencement of Permittee's operations.

G. Permittee shall obtain and timely bear the expense of all licenses, permits, and other authorization required by applicable public agencies. Permittee shall pay promptly all lawful taxes and assessments which may be levied by federal, state, county, city or other tax levying body on any taxable interest of Permittee, including possessory interest taxes, as well as all taxes and assessments on taxable personal property of whatever nature owned by Permittee and located on the permit premises.

H. Permittee and its invitees shall access the Activity area only through the gates 16 and 17. Use of any other gate is specifically prohibited.

6. OBLIGATIONS OF DISTRICT

A. District may in its sole discretion make available for use by Permittee District-owned property, both real (buildings, etc.) and personal for which District may charge a reasonable fee.

B. The use of District's real or personal property shall be at no cost to District above and beyond normal operating costs of the Airport and Permittee shall bear all costs connected with the staging of said activities incidental thereto.

C. Permittee shall not interfere with the regular operation of persons engaged in air commerce or tenants doing business on the airport by virtue of a lease with District.

7. SAFETY

Safety shall be the keynote of this Activity. Anyone deemed to have acted, flown or driven in an unsafe or reckless manner, or in a manner and style considered beyond good airmanship and safety shall be barred from the Event, escorted from the airport by Permittee or District, and barred from any further flight. It shall be the duty of Permittee to ensure that safety and proper airmanship will be observed at all times. Permittee shall take any and all steps necessary, including prohibition of flying, when Permittee or District determine that the principles of good airmanship and/or safety have been violated. In the absence of an FAA monitor, District's General Manager, or his representative, may stop any and/or all unsatisfactory flight operation until the unsafe or unsatisfactory condition is corrected.

8. INSURANCE

A. To the extent insurance covering the Event is available, Permittee shall obtain and maintain in full force and effect during the period of the Event and/or any activity pertaining thereto (including setup of premises, practice flights, performance, cleanup, and dismantling):

a) Commercial general liability insurance, including bodily injury and death liability, property damage liability and premises liability of at least \$300,000 for each accident or occurrence.

b) The Santa Maria Public Airport District, its directors, employees, officers, agents, and representatives, are to be included as additional named insured.

c) Comprehensive general liability insurance including public liability, contractual liability and property damage.

d) The Santa Maria Public Airport District shall be an additional insured on the policy and shall be provided a Certificate of Insurance not less than fifteen (15) days prior to the scheduled event date showing that coverage is in effect for the entire period of the Permit. No material change in coverage or cancellation may be made after that time.

B. Permittee shall file with District's General Manager prior to any and all activities pertinent to the granting of this permit and/or its rights and privileges (including setup of premises, practices, performances, cleanup, and dismantling), a Worker's Compensation insurance certificate covering its employees (if any). Coverage shall be statutory limits.

9. DISTRICT HELD HARMLESS

Permittee shall defend (with legal counsel acceptable to District), indemnify, and hold harmless the District, its officers, employees and agents from and against all liability, loss, judgment, claims, demands, costs and expenses for injuries to or death of persons, or damages to property caused by Permittee, its agents, invitees, performers or employees, or by their use or occupancy of the Santa Maria Public Airport, excluding only liability or loss occasioned, caused or suffered by the sole active negligence or willful misconduct of District.

Further, Permittee shall defend, indemnify, and hold harmless the District, its officers, employees and agents, from and against all liability, judgment, loss, claims, demands, costs and expenses which may accrue, as a consequence of District granting this permit and agreement to Permittee, and from Permittee's compliance with the provisions of District's rules, regulations, resolutions and ordinances required by District.

10. NO DEMANDS UPON DISTRICT

Permittee accepts the Santa Maria Public Airport in the condition the Airport is in immediately prior to Permittee's occupation and use thereof for the purposes of this permit and shall make no demand upon District for any alterations, repairs, or construction.

11. USE OF SANTA MARIA PUBLIC AIRPORT

Permittee may use such public-use areas and facilities at the Santa Maria Public Airport as are designated by District's General Manager. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this permit, including controlling the ingress and egress of the public and Event participants, provided District's General Manager first approves any such temporary facilities and/or structures. Upon the request of District's General Manager, Permittee shall remove said temporary facilities and/or structures.

12. DAMAGE TO SANTA MARIA PUBLIC AIRPORT

Permittee shall repair or cause to be repaired, at its own expense, any and all damage and injury to the property of District or to the property of others on the Santa Maria Public Airport, and which damage has been caused by Permittee, its agents, employees, or others who may be on the airport for any purpose connected with the staging and operation of the Event or attendance at the Event. This provision includes but is not limited to all aircraft moved from their normal and regular tiedown or parking spaces to make room for Event activities, until returned to their normal and regular tiedown or parking spaces. Permittee accepts full legal liability and responsibility for all such aircraft while located at the Santa Maria Public Airport whether at their regular tiedown locations or otherwise.

13. COVENANTS

Permittee specifically agrees, and covenants as follows:

A. That in its operation of the Activity and the operation of all of its activities on the Santa Maria Public Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of age, disability, sex, race, color, creed, or national origin in the use of any facilities provided for the public on the airport.

B. That in rendering to the public any service (including the furnishing or sale of admission tickets, transportation, supplies, or materials) essential to its operation at the airport, it will:

1) Furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and

2) Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. This permit is subject to all existing leases, licenses, and other agreements for the use of the Airport between District and any other person or entity.

D. Permittee will obey the rules and regulations as may from time to time be promulgated by District or its authorized agents in charge of the airport, to ensure the safe and orderly conduct of operations at the Airport. Permittee shall also obey the aviation-related rules and regulations as may from time to time be promulgated by the United States, or by any of its departments or agencies, and by the State of California. Specifically, District's official Rules and Regulations governing operations at the Santa Maria Public Airport, as may be amended from time to time, are incorporated by reference into this permit and made a part hereof.

E. Permittee shall use the airport in an orderly, peaceable, and quiet manner, and in strict compliance with all applicable laws and ordinances and shall not use the premises, nor allow any person or persons to use the premises, for any purpose whatsoever that is in violation of any law or ordinance.

14. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING

This Agreement, being the nature of a personal and revocable permit, may not be assigned, delegated, nor can it as a whole, be the subject of a concession or sublicense agreement. However, Permittee may allow concessionaires to enter upon the Santa Maria Public Airport for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Agreement. To avoid uncontrolled vending of merchandise during the period of this permit, only those tenants having an agreement with District, and concessionaires, exhibitors, and salespersons having written agreements with Permittee, will be allowed to sell to the public on the airport.

15. RIGHT TO AMEND

This permit shall be subordinate to the provisions of any existing or future Agreement between District and the United States, including those by which District obtains federally owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. In the event that the Federal Aviation Administration, or any other federal agency, requires modifications or changes in or revocation of this permit as a condition for the granting of funds for the improvement of the airline terminal or lands and improvements covered by its laws, rules, or regulations, Permittee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements, or revocation of this permit as may be required to obtain such funds.

16. SPECIAL PROVISION

Nothing contained in this permit shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

17. CANCELLATION BY DISTRICT

District, in addition to any rights to which it may be entitled by law, may cancel or revoke this permit upon or after the occurrence of any of the following events:

A. The assumption by the United States Government, or any of its authorized agencies, of the operational use or control of the Santa Maria Public Airport, or any substantial part of the airport, in such manner as to substantially restrict the use of the airport for any of the purposes for which Permittee is authorized;

B. The existence or operation of any rule, regulation, sponsor assurance, or order of the Federal Aviation Administration, directly or indirectly, requiring the discontinuance or substantial reduction of the use of the airport for any of the purposes for which Permittee is authorized;

C. The issuance of an injunction by any court of competent jurisdiction restraining the use of the airport for any of the purposes for which Permittee or District are authorized;

D. The appointment of a receiver of Permittee's assets which results in a liquidation of Permittee's assets;

E. The general assignment of this permit by Permittee for the benefit of creditors;

F. The default by Permittee in the performance of any of the terms and conditions required by this permit to be kept and performed.

G. The occurrence of any event which in the opinion of District's General Manager threatens the safety of those using the Airport, the Airport itself, or property on the Airport.

18. WAIVER

It is agreed that a failure on the part of District to take appropriate action or to declare this permit terminated for default by Permittee in any one or more of the terms, covenants, or conditions will not be considered or construed as a waiver by District of such right on any further or future default on the part of Permittee.

19. SURRENDER

Permittee covenants that on the expiration of this permit, Permittee will peaceably and quietly leave and surrender the premises in as good condition as they are now (or may be at time of entry under this permit) after making alterations, additions, or improvements as permitted by District, ordinary wear and tear excepted.

20. TIME

Concerning this permit and the performance of each and every provision contained in it, time is of the essence.

21. SECTION HEADINGS

The section headings contained in this permit are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this permit.

22. NOTICES

Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

District: SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 Terminal Drive
Santa Maria, CA 93455

Permittee: David Hughes, Member/Manager
SKYDIVE SANTA BARBARA LLC
1801 North H St.
Lompoc, CA 93436

23. ATTORNEY FEES

In the event of any action, proceeding or lawsuit to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees.

24. PARTICIPANT RELEASES

Permittee shall ensure that all participants in the Event execute the Acknowledgement/Release of Indemnity in the form attached hereto as Exhibit "B" prior to participation in any Event activities.

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

DATE: May 9, 2024

Approved as to content
for District:

General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By _____
Ignacio Moreno, President

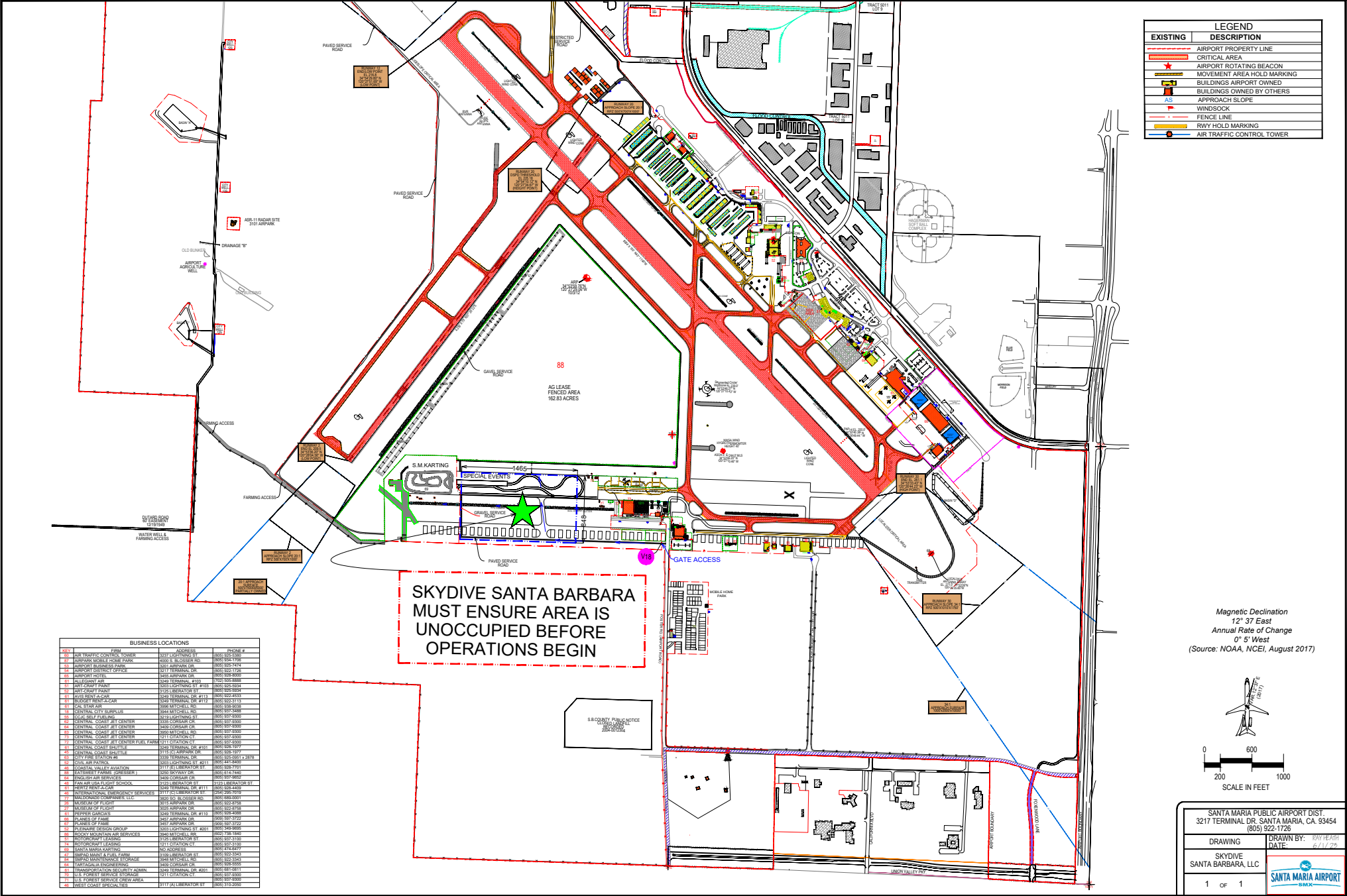
Approved as to form
for District:

District Counsel

By _____
Steve Brown, Secretary

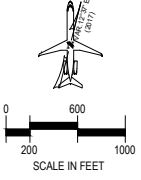
SKYDIVE SANTA BARBARA LLC.

By _____
David Hughes, Member/Manager



LEGEND	
EXISTING	DESCRIPTION
	AIRPORT PROPERTY LINE
	CRITICAL AREA
	AIRPORT ROTATING BEACON
	MOVEMENT AREA HOLD MARKING
	BUILDINGS AIRPORT OWNED
	BUILDINGS OWNED BY OTHERS
	APPROACH SLOPE
	WINDSOCK
	FENCE LINE
	RWY HOLD MARKING
	AIR TRAFFIC CONTROL TOWER

Magnetic Declination
12° 37' East
Annual Rate of Change
0° 5' West
(Source: NOAA, NCEI, August 2017)



BUSINESS LOCATIONS			
NO.	NAME	ADDRESS	PHONE #
1	AIR TRAFFIC CONTROL TOWER	3217 TERMINAL DR.	(805) 922-1228
2	AIRPORT BUSINESS PARK	4000 S. BLISSER RD.	(805) 924-1700
3	AIRPORT DISTRICT OFFICE	3217 TERMINAL DR.	(805) 922-1228
4	AIRPORT OFFICE	3217 TERMINAL DR.	(805) 922-1228
5	ALLEGANY AIR	3217 TERMINAL DR.	(805) 922-1228
6	ART CRAFT PARTS	3217 TERMINAL DR.	(805) 922-1228
7	AVIATION SERVICES	3217 TERMINAL DR.	(805) 922-1228
8	BLISSER RENT-A-CAR	3217 TERMINAL DR.	(805) 922-1228
9	CAL STAR AIR	3217 TERMINAL DR.	(805) 922-1228
10	CENTRAL CITY AIRPORT	3217 TERMINAL DR.	(805) 922-1228
11	COASTAL VALLEY AVIATION	3217 TERMINAL DR.	(805) 922-1228
12	CENTRAL COAST JET CENTER	3217 TERMINAL DR.	(805) 922-1228
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100	CENTRAL COAST JET CENTER	3217 TERMINAL DR.	(805) 922-1228

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

DRAWING
SKYDIVE
SANTA BARBARA, LLC

DRAWN BY: DATE:
6/1/22

1 OF 1

SANTA MARIA AIRPORT
BANK

SKYDIVE SANTA BARBARA, L.L.C.
1801 NORTH H. ST, LOMPOC, CA 93436

PLEASE PRINT CLEARLY

DATE _____

NAME _____ AGE _____ WEIGHT _____ LBS

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE (_____) _____ BIRTHDATE ____ / ____ / ____ I.D. _____

E-MAIL

(FOR FUTURE PROMOTIONS)

IN CASE OF EMERGENCY NOTIFY _____

TELEPHONE (_____) _____ RELATIONSHIP _____

EXPERIENCE STATUS:

☐

I HAVE NEVER JUMPED BEFORE

I HAVE _____

JUMPS

USPA MEMBERSHIP NO. _____ EXPIRATION DATE _____ LICENSE NO. _____

THIS IS AN IMPORTANT DOCUMENT - READ IT CAREFULLY

WARNING!!!

By signing this legal document your are giving up important legal rights. You will probably not be able to win a lawsuit, even though your injury(s) is the fault of someone other than yourself. Do not sign this document until you have thought about the consequences.

NOTICE:

There is an accident report available for your inspection. These reports detail some of the accidents and injuries that have occurred in skydiving.

INSURANCE:

Your skydiving activities are not covered by any insurance. If you require insurance, you must furnish your own insurance, through your own insurance carrier.

As per public utilities code section 24351: NO LIABILITY INSURANCE COVERAGE WHILE RIDING IN THE AIRCRAFT.

WARNING:

Skydiving and all associated activities are **HIGH RISK**. They include the risk of sprains, broken bones, serious injury, and the risk of death.

I have read and understand the above 4 paragraphs. (Sign) _____

In consideration for being allowed to utilize the facilities and equipment of **SKYDIVE SANTA BARBARA, L.L.C.**, and to engage in **INSTRUCTION, GROUND TRAINING, FLYING, SKYDIVING**, and any and all related activities (hereinafter referred to, collectively, as skydiving activities);

I, _____, hereby agree as follows:

NOTE: Read and understand each provision of this agreement and so indicate by placing your initials in the space provided at the end of each important item.

RELEASE OF LIABILITY INDEMNITY AGREEMENT ASSUMPTION OF RISK, COVENANT NOT TO SUE, HOLD HARMLESS CONTINUATION OF OBLIGATION, AND WAIVER OF RIGHTS. (____)

1. I hereby forever **RELEASE AND DISCHARGE SKYDIVE SANTA BARBARA, L.L.C., CITY OF LOMPOC**, land owners, aircraft owners, pilots, instructors, concessionaires, contractors, officers, agents, United States Parachute Association and manufacturers, distributors and dealers of skydiving equipment; employees and volunteers of any of the above named parties, and other parties as may be named by **SKYDIVE SANTA BARBARA, L.L.C.**, (hereinafter referred to collectively as the released parties), **FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF ANY INJURY OR DEATH TO ME OR ANY DAMAGE OR LOSS TO MY PROPERTY WHILE PARTICIPATING IN SKYDIVING ACTIVITIES, INCLUDING, BUT NOT LIMITED TO SUCH LOSS, DAMAGE, INJURY OR DEATH, CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES (____) OR HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE EQUIPMENT USED, OR IN OR ON ANY PART OF THE PREMISES (____)** for the purposes of this document, "premises" shall mean and refer to any and all of the following used in the activities contemplated under this agreement: (I) Aircraft; (II) airport; (III) the real property where the landing from the jump occurs and the surrounding area (drop zone) whether or not it is the intended drop zone.

2. I further agree that **I WILL NOT SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR LOSS OR DAMAGE SUSTAINED AS A RESULT OF MY PARTICIPATION IN SKYDIVING ACTIVITIES, WHETHER IT BE TO MY PROPERTY OR TO MY PERSON, INCLUDING DEATH. (____) I ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ALL CLAIMS, JUDGEMENTS AND COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN CONNECTION WITH ANY ACTION BROUGHT AS A RESULT OF MY PARTICIPATION IN SKYDIVING ACTIVITIES. (____)** -THIS MEANS, AMONG OTHER THINGS, THAT IF AS A RESULT OF MY ACTIVITIES CONTEMPLATED IN THIS AGREEMENT A CLAIM IS MADE AGAINST ANY ONE OR MORE RELEASED PARTIES, OR IF A JUDGEMENT IS OBTAINED AS A RESULT OF ANY SUCH CLAIM, I OR MY ESTATE IF I AM DECEASED, WILL HAVE TO PAY ON BEHALF OF THE RELEASED PARTIES THEIR COSTS, INCLUDING ATTORNEY'S FEES, IN DEFENDING THEMSELVES FROM THE CLAIM, AND IF A JUDGEMENT IS FOUND AGAINST ANY ONE OR MORE OF THE RELEASED PARTIES, THE AMOUNT OF THE JUDGEMENT (____). I hereby instruct my heirs, executors and administrators never to institute any suit or action at law against any of the released parties, **even if losses are caused by the PASSIVE OR ACTIVE NEGLIGENCE OF ANY OR ALL OF THE RELEASED PARTIES, OR OBVIOUS OR HIDDEN DEFECTS OF THE PREMISES, EQUIPMENT, OR AIRCRAFT USED. (____)** I acknowledge and agree that this agreement shall remain in full force and effect now and in the future. (____) This agreement shall be binding upon my heirs, executors, and administrators of my estate. (____) **THE INTENT OF THIS RELEASE AND DISCHARGE IS TO REMOVE ANY DUTY OF CARE TO ME BY THE RELEASED PARTIES, WHATSOEVER. (____)**

3. I understand and acknowledge that skydiving activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS (____)** associated with skydiving activities. I am fully aware that skydiving activities include the possibility of **SERIOUS INJURY AND/OR DEATH**. Knowing this **I ASSUME ALL RISKS OF INJURY OR DEATH**, even though there may be **PASSIVE OR ACTIVE NEGLIGENCE, HIDDEN, LATENT, OR OBVIOUS DEFECTS** in or on the premises, equipment, aircraft, or instruction and training.

4. I understand that the parachutes and associated equipment I will use are provided without warranty. They are expressly not warranted that they are fit for a particular purpose, whatsoever. **PARACHUTES DO NOT ALWAYS WORK THE WAY THEY ARE EXPECTED OR INTENDED**. Furthermore, I

understand my body position and stability can drastically effect the deployment and operation of the parachute. (____)

5. I understand that the nature of skydiving makes it impossible for an instructor to determine, with any degree of certainty, that I have been trained properly and adequately, or that I have grasped and comprehend the instruction given to me. (____) Furthermore, it is impossible for an instructor to predict how I will react under the high-speed conditions and stress that are inherent in skydiving activities. (____) I understand that there is no warranty, expressed or implied, whatsoever, as to the adequacy of the training provided to me. (____) I understand that if I am not sure of any part of the training I can return and re-train with any scheduled class at no additional cost to me. (____) Should I elect to participate in skydiving activities, I will be deemed to have warranted to **SKYDIVE SANTA BARBARA, L.L.C.**, that based on my own evaluation and understanding of training I have received, that I can safely perform a skydive, and cope with the high speed conditions and stress. (____)

6. I specifically agree that I have been afforded the opportunity to inspect all of the equipment, aircraft and facilities provided by **SKYDIVE SANTA BARBARA, L.L.C.**, their concessionaires, and the released parties, together with the intended drop zone and the area around the intended drop zone. (____) I acknowledge the landing area contains such dangerous objects such as trees, fences, power lines, hills, canals, large bodies of water, buildings, rocks, holes, uneven terrain, clods, unpredictable wind conditions, and other natural and man-made objects that can cause injury to me upon landing. (____) Furthermore, I understand the landing area is expected to be, or depending on the circumstances for the skydiving activities, may be, in the vicinity of an active aircraft taxi-way and runway, and if I land on or near aircraft that are running, taxiing, landing, or taking off, I assume the risk of injury or death upon landing. (____) Even under the best of circumstances landing can be an extremely dangerous activity in which many injuries or death occurs. (____) Based upon my independent evaluation of the risks involved, I **REAFFIRM MY ASSUMPTION OF RISKS AND DANGERS OUTLINED IN THIS DOCUMENT.** (____)

7. I certify that I have made adequate provision for those persons dependent upon me, and my heirs, if any, so that in the event of my injury or death they will have suffered no financial loss. (____)

8. It is specifically agreed that venue and jurisdiction for any legal action arising out of any matter, which is the subject of this document, shall be in the Superior Court of the State of California, County of Santa Barbara. (____)

9. If the court should decide that any clause in this contract is unenforceable or illegal, such determination shall not effect the validity of the remaining provisions, all of which shall remain in full force and effect. (____)

10. I hereby certify that I do not suffer from any physical infirmity, previous injury, or chronic illness that could effect my ability to safely engage in skydiving activities. (____) I am under treatment for

(if none, state none) and/or taking medication for _____

(if none, state none) If you have any question how an injury, illness or medication might effect your ability to safely engage in skydiving activities, you must check with your doctor. (____)

FURTHER, I CERTIFY THAT I HAVE NOT CONSUMED ALCOHOL AND/OR DRUGS IN THE PAST 12 HOURS, AND THAT I WILL NOT CONSUME ALCOHOL AND/OR DRUGS WHILE ENGAGING IN SKYDIVING ACTIVITIES. (____) **WARNING;** During the opening sequence of the canopy you decelerate from 120 mph to 10 mph in approximately 2 seconds. If you have skeletal problems, please check with your doctor as to the safety of your participation in this activity. (____)

11. SUMMARY: I recognize this agreement is a contract pursuant to which I have released any and all parties from liability for any loss, either to my person or property, or from death, EVEN IF SUCH LOSS OR DEATH IS THE RESULT OF NEGLIGENCE, EITHER PASSIVE OR ACTIVE of any of the released parties, singly or collectively. Further, if I institute a lawsuit or action at law against any or all of the released parties, I agree to pay reasonable attorney's fees and court costs to the prevailing party in any such action. This document will be used in court in the event of a lawsuit. I UNDERSTAND AGREEMENTS OF THIS TYPE HAVE BEEN UPHELD IN COURTS IN SIMILAR CIRCUMSTANCES. ()

I HAVE CAREFULLY READ THIS CONTRACT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I DO NOT WEIGH MORE THAN _____ POUNDS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER. ()

Skydive Santa Barbara Refund Policy

IF YOU DECIDE NOT TO JUMP AFTER YOU ARE IN THE AIRCRAFT AND RIDE THE PLANE DOWN, THEN THERE IS NO REFUND!!

If you decide not to make your jump and would like to try again, you can do so at the following additional costs:

Tandem 1	Video	AFP
\$99.00	\$40.00	\$90.00

For your Skydive video and/or pictures we will only guarantee free fall. Videos and photos will vary in content due to individual photographer styles and your Skydive. For various reasons, filming of landings cannot be guaranteed. If your video or pictures do not contain free fall, you will be offered a second Skydive same day at no charge. Depending on your situation we may also offer a partial or a full refund if a second jump is declined or cannot be made. ()

Skydive Santa Barbara LLC., reserves the right to use any video/pictures of Tandem skydives in advertising for Skydive Santa Barbara or promotional use for Skydive Santa Barbara. They will not be sold to third parties. ()

If weather conditions are not safe for you to make your skydive, any deposit you placed with your reservation may not be refunded due to weather. We will gladly schedule your skydive for another day at your convenience. ()

I have read and understand the Skydive Santa Barbara refund policy agreed to.

SIGNATURE _____ **DATE** _____

WITNESS _____ **DATE** _____

UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC

TANDEM PARACHUTE JUMPER AGREEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

*Initial

In consideration of the Uninsured United Parachute Technologies, LLC, doing business as UPT Vector, and Skydive Santa Barbara L.L.C., hereinafter referred to as "Corporation", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "tandem parachute system"), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector, for the purpose of performing an intentional parachute jump, I agree that:

*Initial

1) Representations, Warranties, & Assumptions of Risk: I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper an/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

*Initial

2) Exemption and Release from Liability: I exempt and release the following persons and organizations:

*Initial

(A) The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(B) Manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

*Initial

(C) Owners, suppliers, and operators of aircraft from which I am to make my intentional parachute jump;

*Initial

(D) The owner of the dual-harness, dual-container parachute pack assembly, and any of its components, to which I will be attached during my intentional parachute jump;

*Initial

(E) The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly to which I will

be attached during my intentional parachute jump;

*Initial

(F) If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

*Initial

(G) The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted; and

*Initial

(H) The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., Uninsured (888) Skydive Leasing Corp., Uninsured (877) Skydive Leasing Corp., 1-800 FREEFALL, and any and all other skydiving referral service business entities, and/or owners of fictitious name entities which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

*Initial

(I) Any other person and/or organization which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below);

*Initial

From any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, whether occurring while I am training and/or preparing for my intentional parachute jump, while I am present in aircraft from which the jump is to be made, while I am making my intentional parachute jump, or while I am engaged in related activities (hereafter referred to as "activities covered by this Agreement"), whether such loss, damage, injury, or death results from the negligence and/or other fault, either active or passive of any of the persons and/or organizations described in paragraphs 2(A)-(I) above, or from any other cause.

*Initial

3) Covenant Not to Sue: I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A) through (I) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the organizations and/or persons described in paragraph 2(A) through (I) above for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A)

through (l) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arises from the activities covered by this Agreement, whether caused by the negligence an/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (l) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the organizations and/or persons described in paragraph 2(A) through (l) above, I agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

*Initial

4) Indemnity Against Claims: I will indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph 2(A) through (l) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph 2(A) through (l) above, or from any other cause.

*Initial

5) Validity of Waiver: I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the organizations and/or persons described in paragraph 2(A) through (l) above because of injury to my person or property, or my death, due to the activities covered by this Agreement, this Agreement can and will be used in court, and that such agreements have been upheld in courts in similar circumstances.

*Initial

6) Representations and Warranties as to Medical Condition: I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure; (b) I am not under any medication of any kind at the present time; and (c) I do/do not (strike one) wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump.

(list infirmities, if not, state "none")

*Initial

7) Waiver of Jury Trial/Applicable Law/Venue/Headings: I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida law shall govern any dispute between the parties arising from the activities covered by this Agreement. In the event this Agreement is violated and suit is brought against

any of the organizations and/or persons described in paragraph 2(A) through (l) above, I waive my right to a jury trial, and agree that Volusia County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. I agree that the headings and sub-headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

*Initial

8) Severability/Multiple Waivers: I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector shall be enforceable against me by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector.

*Initial

9) Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

*Initial

10) Viewing of Videotape: I have viewed and I warrant that I fully understand the accompanying "Tandem Vector Waiver" video tape.

*Initial

I freely and voluntarily agree to all of the above by signing this

contract on the _____ day of _____
(day) (month and year)
at Lompoc, CA
(location)

JUMPER: (Please Print Neatly)

Name: _____

Signature: _____

Driver's License Number: _____

Age: _____ Birthdate: _____

Address: _____

Telephone #: _____

Witness: _____

***Please read each paragraph carefully. Your initial indicates you understand and agree to all of the information and terms contained therein.**

CONSULTING SERVICE AGREEMENT
FOXENWOOD LANE DRAINAGE STUDY
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

By this Agreement, dated May 9, 2024, 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 Project and Compensation". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Engineer will commence retroactively from January 1, 2021, with time of completion on March 12, 2021.

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. 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" 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: May 9, 2024

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

SCOPE OF PROJECT

Background:

The Santa Maria Airport Business Park Specific Plan was adopted on January 15, 2008, and made effective February 15, 2008, following the 30-day appeal period. The Plan provided overall development guidance on about 740 acres of real property, primarily on the south and east sides of the airfield. The plan included light industrial, research, manufacturing, and commercial designated development areas. This 2008 planning effort represents the third complete public planning effort since 1987. Each successive plan built on the good direction and knowledge of the previous effort, providing more updated guidelines, development constraints, and reflecting industry trends regarding land planning and demand.

Similar to most master planning efforts, this Plan included a Storm Water Drainage / Flood Control element. The focus of this portion of the study was not only the stormwater impact to the watershed within the Business Park, but the effort necessary to characterize the portions of watersheds that direct storm water toward the Business Park from off airport property, with guidelines and direction on how to properly handle that storm water as it passes through the airport.

The storm water element of the Specific Plan concluded with a drainage model with proposed improvements necessary to accommodate storm flows. One feature of the plan is Retention Basin No. 9, planned for the south side of Foster Road between State Route 135 and Foxenwood Lane. This basin shall provide a minimum of 32 acre-feet of storm water storage capacity, necessary to address flows from approximately 594 acres of county along the east side of the highway, south of Foster Road, extending to Clark Avenue at Kenneth Avenue. To emphasize the significance of this watershed and accompanying storm flows, it was this area of the county that contributed significantly to surface flows realized along Foster Road during the large storm events of January and February 2023.

The Airport District airport is working with an interested party on a proposed development on District property south of Foster Road, on both sides of Foxenwood Lane. The developer is questioning the need for the size of the proposed basin and is also considering relocating the basin from its previously proposed location on the east side of Foxenwood Lane to now by on the west side of Foxenwood Lane.

Scope of Project:

At the request of former manager Chirs Hastert, Tartaglia Engineering was asked to review the drainage in this area, to confirm the need for the basin, to verify the appropriate capacity and performance, and to consider its possible relocation to the other side of Foxenwood Lane. This is a professional services study only, not resulting in development of any plans for construction.

At Mr. Hastert's request, Tartaglia Engineering, through Craig Steward, performed an update analysis of the inflow watershed on the east side of the highway. The update was justified due to the significant changes in storm drainage, between Broadway and Highway 101, much attributed to the construction of Union Valley Parkway. Drainage characterization presented in the Specific Plan that identified the need for the detention basin was dated. Mr. Steward was used, as he is more intimately familiar with drainage facilities and patterns in this part of the valley, having served the county and the city on the UVP project.

SCOPE OF SERVICES

Services to be provided by Tartaglia Engineering and our sub-consultant include the following:

- A. Review and become re-familiar with the storm drainage analysis of the portion of the Santa Maria Airport Business Park Specific Plan that focused on storm water drainage from contributory areas east and upstream of State Route 135.
- B. Collect, review, and gain working knowledge of publicly available record information that may be of interest / value in this analysis, including but not limited to:
 - a. Santa Barbara County Flood Control Hydrology Map of the Orcutt Area.
 - b. Public-domain Google-Earth™ data base.
 - c. Storm water reports, studies, designs, and other documentation related to storm water generation, collection, short-duration storage, and dispersion, all related to real property developments that have occurred since 2008, the date of the Research Park Specific Plan.
- C. Perform an overall evaluation of the material and the watershed(s) along the east side of State Route 135 that contribute storm flows to the Santa Maria Airport Business Park. Generate a report of findings, for use by the Santa Maria Public Airport District in future development plans for the specific plan area in general, and specifically for use by the entity pursuing development of the real property along both sides of Foxenwood Lane, south of Foster Road.

Should the District elect to perform an airport-wide storm drain analysis to help address drainage issues experienced earlier this year, this study should be an integral part of the base data of consideration.

PROFESSIONAL SUBCONSULTANT

Tartaglia Engineering will retain the services of Craig Steward to complete this drainage evaluation. Formerly of Penfield & Smith, Inc., Mr. Steward now works with Stantec, Inc. Mr. Steward has over 40 years of storm drainage and hydrology experience in Santa Barbara County. He is very highly regarded by the civil engineering design community on the central coast, providing hydrology consulting to Santa Barbara County Flood Control for years, and to every incorporated municipality in the county. His knowledge of storm drainage and hydrology in the Orcutt area is unsurpassed.

TIME FOR PERFORMANCE

The work included in this consultant services agreement is complete. The final product was provided to the Santa Maria Public Airport District and to the developer in the spring, 2021. A copy of the final analysis is included as an attachment to this Agreement.

COMPENSATION SUMMARY

All services identified in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed **Seven Thousand, Three Hundred Dollars (\$7,300.00)**.

**TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE
(2021)**

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$158.00
Licensed Land Surveyor	\$136.00
Registered Civil Engineer	\$147.00
Project Manager	\$121.00
Environmental Coordinator / CPESC	\$95.00
Engineer / Survey Technician III.....	\$111.00
Engineer / Survey Technician II	\$91.00
Engineer / Survey Technician I.....	\$73.00
Clerical.....	\$58.00
Professional Travel Time.....	\$90.00
Inspector:	
Day, Straight Time	\$136.00
Day, Overtime	\$159.00
Night, Straight Time	\$148.00
Night, Overtime.....	\$163.00
(Minimum night shift = 4 hours)	
Survey Party:	
One Man.....	\$197.00
Two Man	\$268.00

(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	\$0.56 per mile
Per diem	\$170.00 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, 2021

		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	Total
Task	Description	\$158.00	\$136.00	\$147.00	\$111.00	\$91.00	\$73.00	\$58.00	\$197.00	\$136.00	\$148.00	\$163.00	\$90.00	\$0.56	
Drainage Study															
A	Review Airport Business Park Spec. Plan	1.0		2.0											\$452.00
B	Collect and review public data	1.0		3.0											\$599.00
C	Perform evaluation, prepare report	1.0													\$158.00
	Third-Party Hydrology Analysis	Craig Steward, Stantec: Time and Materials													\$6,000.00
	Supplies, Postage														\$91.00
	Estimated Total														\$7,300.00

RESOLUTION NO. 930

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT
AMENDING RATES AND CHARGES FOR 2024/2025 FISCAL YEAR**

WHEREAS, by Resolution 930, the Board of Directors authorized and approved rates and charges for various tenants and users of Airport facilities; and

WHEREAS, periodic adjustment of rates and charges is appropriate in order to achieve the District's goal of recovering the costs of operating and maintaining the Airport from the rents, fees and charges paid by tenants and users of Airport facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Public Airport District, that the schedule of rates, charges and fees set forth in Annex "A" and Exhibit "A" and Exhibit "B" (attached and incorporated by this reference), shall be effective for the Santa Maria Public Airport, as of July 1, 2024, shall apply to all tenants and users of Airport facilities as described in Resolution No. 930.

District may implement changes in rates and charges from time to time through the adoption of future rates and charges resolutions. During the period following the adoption of this resolution, and until the effective date of a subsequent rates and charges resolution, the rates set forth in Annex "A", Exhibit "A", and Exhibit "B" shall apply; provided, District leases and rental agreements may provide for additional adjustments to rates and charges based on changes in consumer price or other indices, and market rate analysis.

If any provision, clause, sentence, paragraph, rate, charge, or fee of this Resolution, or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application. To this end, the provisions of this Resolution are declared severable.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on April 25, 2024, on Motion of _____, Seconded by _____, and carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ignacio Moreno, President

ATTEST:

Steve Brown, Secretary

ANNEX A

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SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2024-2025

TERMINAL

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
Air Carrier Space					
	Counter Space	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Office Space	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Baggage Make-Up Area	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Storage & Other Spaces	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Other	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
Rental Cars					
	Counter Space (Minimum)	Per Sq. Ft./Per Month	7/1/2023	\$2.22	\$2.31
	Office Space (Minimum)	Per Sq. Ft./Per Month	7/1/2023	\$2.22	\$2.31
	Storage Space (Minimum)	Per Sq. Ft./Per Month	7/1/2023	\$2.22	\$2.31
	Ready Parking (Minimum)	Per Space/Per Month	7/1/2023	\$29.10	\$30.26
	Concession	Monthly 8% of Sales		8%	8%
District Facilities	Boardroom Use ⁽¹⁾	Per Meeting	7/1/2008	\$50.00	\$50.00
Miscellaneous					
	Terminal Restaurant (Minimum)	Per Sq. Ft./Per Month 4% of Gross Revenue	7/1/2018	\$0.4549	\$0.4549
	Terminal Vending	10% of Gross Monthly Receipts			
	Shuttle Space Rent	Per Sq. Ft./Per Month	7/1/2023	\$1.85	\$1.92
	TSA Facilities	Per Sq. Ft./Per Month	6/20/2013	\$5.36	\$5.36
⁽¹⁾ Aviation related and/or community orientated one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the General Manager					

ANNEX A

Resolution No. 930 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2024-2025

NON-AVIATION

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
Mobile Home Park		Per Space/Per Month	9/1/2023	410.12 - 428.37	\$427.00 - \$446.00
Outside Storage		Per Sq. Ft./Per Month	7/1/2023	\$0.3300	\$0.343
Agriculture					
	AG Lease (Outside Water)	Per Acre/Per Year	9/1/2017	Grazing Rate + 50% of Sublease	Grazing Rate + 50% of Sublease
	AG Lease (District Water)	Per Acre/Per Year	9/1/2023	\$1,412.00	Market Rate
	Grazing	Per Acre/Per Year	7/1/2014	\$11.00	\$11.00
Miscellaneous					
	Special Event Permit	Per Day	7/1/2017	\$550.00	\$550.00
	Use Permit	Yearly	7/1/2009	\$150.00	\$150.00
	Filming Permit (Impact on Operations)	Daily	7/1/2009	\$5,000.00	\$5,000.00
	Filming Permit (No Impact on Operations)	Daily	7/1/2009	\$1,000.00	\$1,000.00
	Vehicle Release (Impound/Stored)	Each Incident	7/1/2009	\$100.00	\$100.00
	Abandoned Vehicle Removal	Each Incident	7/1/2009	\$200.00	\$200.00
	Copy Fee	Per Page	7/1/2009	\$0.25	\$0.25
		Per CD	7/1/2009	\$10.00	\$10.00
		Per USB	7/1/2017	\$10.00	\$10.00
Personnell					
	Maintenance Worker	Hourly	7/1/2023	\$78.00	\$81.00
	Security Escort	Hourly	7/1/2023	\$45.00	\$47.00

ANNEX A

Resolution No. 930 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2024-2025

AVIATION

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
Landing					
	Scheduled Air Carriers	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	Non-Scheduled Air Carriers	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	Freight Forwarding	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	USFS (Including Contract Aircraft)	Per 1,000 lbs CGLW	3/1/2013	\$0.50	\$0.50
Fuel Flowage					
	Jet A	Per Gallon	Prior to 1999	\$0.06	\$0.06
	100 LL	Per Gallon	Prior to 1999	\$0.06	\$0.06
Hangar Rental		Per Month (Includes Electricity)	7/1/2023	See Exhibit "A"	See Exhibit "A"
	Non-Airworthy Aircraft Storage	Per Month (Includes Electricity)	7/1/2023	30% Additional	40% Additional
Storage Units		Per Month (Includes Electricity)	7/1/2023	See Exhibit "B"	See Exhibit "B"
Security Deposit					
	Hangars	Upon Execution of Lease	7/1/2009	\$250.00	\$250.00
	Storage Units	Upon Execution of Lease	7/1/2009	\$250.00	\$250.00
Commercial Hangars:					
	Hangar Space	Per Sq.Ft./Per Month	7/1/2023	\$0.39	\$0.41
	Office Space	Per Sq.Ft./Per Month	7/1/2023	\$0.55	\$0.57
	Shop Space	Per Sq.Ft./Per Month	7/1/2023	\$0.39	\$0.41
	Ramp Space	Per Sq.Ft./Per Month	7/1/2023	\$0.05	\$0.05
Tie Down					
	Single Engine	Per Month	7/1/2023	\$80.00	\$83.00
	Light Twin Engine	Per Month	7/2/2023	\$93.00	\$97.00
	Freight Forwarding	Per Month/Per Plane	7/3/2023	\$130.00	\$135.00
	Mooring	Per Day	7/1/2018	\$150.00	\$150.00
Airport Access Card					
	AOA Access Badge	Each	7/1/2023	\$35.00	\$35.00
	AOA Renewal	Each	7/1/2023	\$25.00	\$25.00
	AOA Re-Activation	Each	7/1/2023	\$100.00	\$100.00
	SIDA Access Badge	Each	7/1/2023	\$100.00	\$100.00
	SIDA Renewal	Each	7/1/2023	\$75.00	\$75.00
	SIDA Re-Activation	Each	7/1/2023	\$150.00	\$150.00
	Lost/Replacement	Each	7/1/2023	\$150.00	\$150.00

SMPAD Hangars

Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3001- A, D, H	Corp Hgr	2,119	\$566	50%	\$849	\$283
3001- B, G	Corp Hgr	2,064	\$551	50%	\$827	\$276
3001-C, F	Corp Hgr	2,027	\$541	50%	\$812	\$271
3001-E	Corp Hgr	2,109	\$564	50%	\$846	\$282
3005	T-Hgr	1,078	\$288	50%	\$432	\$144
3009	T-Hgr	1,040	\$278	50%	\$417	\$139
3011	T-Hgr	1,000	\$267	50%	\$400	\$133
3019	T-Hgr	1,000	\$267	50%	\$400	\$133
3023	T-Hgr	1,040	\$278	50%	\$417	\$139
3027	T-Hgr	1,026	\$275	50%	\$412	\$137
3029-A, F	Corp Hgr	3,098	\$827	50%	\$1,240	\$413
3029-B-E	Corp Hgr	3,040	\$811	50%	\$1,217	\$406
3031	T-Hgr	1,026	\$275	50%	\$412	\$137
3035-A	Corp T-Hgr	1,982	\$529	50%	\$793	\$264
3035-B-D, G-J	Corp T-Hgr	1,839	\$491	50%	\$736	\$245
3039	T-Hgr	994	\$266	50%	\$398	\$132
3043	Corp Hgr	3,040	\$811	50%	\$1,217	\$406
3103	T-Hgr	1,043	\$278	50%	\$417	\$139
3105-A	Corp Hgr	3,115	\$920	50%	\$1,381	\$461
3105-B-G	Corp Hgr	3,115	\$831	50%	\$1,247	\$416
3107	T-Hgr	870	\$232	50%	\$348	\$116
3109	T-Hgr	940	\$252	50%	\$378	\$126
3111	T-Hgr	963	\$258	50%	\$386	\$128

EXHIBIT "A"

SMPAD Storage Units						
Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$ 294	50%	\$ 440	\$ 146.00
3009-F, G	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3011-F, G	Storage	190	\$ 104	50%	\$ 155	\$ 51.00
3019-F	Storage	190	\$ 104	50%	\$ 155	\$ 51.00
3023-F	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3027-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00
3031-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00
3035-E	Storage	363	\$ 198	50%	\$ 297	\$ 99.00
3039-A, I	Storage	537	\$ 294	50%	\$ 440	\$ 146.00
3107-J, K	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3109-F	Storage	155	\$ 86	50%	\$ 128	\$ 42.00
3111-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00

Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$ 294	50%	\$ 440	\$ 146.00
3009-F, G	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3011-F, G	Storage	190	\$ 104	50%	\$ 155	\$ 51.00
3019-F	Storage	190	\$ 104	50%	\$ 155	\$ 51.00
3023-F	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3027-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00
3031-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00
3035-E	Storage	363	\$ 198	50%	\$ 297	\$ 99.00
3039-A, I	Storage	537	\$ 294	50%	\$ 440	\$ 146.00
3107-J, K	Storage	180	\$ 98	50%	\$ 147	\$ 49.00
3109-F	Storage	155	\$ 86	50%	\$ 128	\$ 42.00
3111-F, G	Storage	176	\$ 97	50%	\$ 145	\$ 48.00