



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

**Thursday
May 12, 2022**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [820 6332 8775](https://zoom.us/j/82063328775)
Meeting Password: 3217
7:00 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: Engel, Brown, Rafferty, Adams, Baskett

- 1. RESOLUTION 913. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT FOR THE PERIOD OF MAY 12, 2022, TO JUNE 11, 2022, PURSUANT TO BROWN ACT PROVISIONS.**
- 2. MINUTES OF THE REGULAR MEETING HELD APRIL 14, 2022.**
- 3. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**

4. **GENERAL MANAGER'S REPORT**
5. **MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
 - b) Budget to Actual
 - c) Financial Statements
 - d) Quarterly Investment Report
6. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
7. **PUBLIC SESSION:** Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

Telephone: Press "*9" to raise your hand and notify the meeting Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

Computer and Mobile: Click the "raise hand" button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

8. **RESOLUTION 914. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT AMENDING RATES AND CHARGES FOR 2022-2023 FISCAL YEAR.**
9. **RESOLUTION 915. 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 2022-2023.**
10. **PRESENTATION BY TOM WIDROE REGARDING U.S. CUSTOMS AT THE SANTA MARIA AIRPORT.**
11. **PRESENTATION BY TRINA FROEHLICH REGARDING AIR SERVICE DEVELOPMENT EFFORTS AT THE SANTA MARIA AIRPORT.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
13. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-291-033 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.

c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.

d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case

14. DIRECTORS' COMMENTS.

15. ADJOURNMENT.

RESOLUTION NO. 913

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT FOR THE PERIOD OF MAY 12, 2022, TO JUNE 11, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recitals

WHEREAS, the SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, on September 5, 2021, the Santa Barbara County Health Officer issued Order 2021-10.4 requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California and the Santa Barbara County Health Officer's Order 2021-10.4; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors adopted virtual meeting protocols on April 9, 2020, which include options for public participation.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Santa Maria Public District, as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.
3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Staff of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect on May 12, 2022 and shall be effective until the earlier of (i) June 11, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED by the Board of Directors of the Santa Maria Public Airport District on May 12, 2022, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

Dated: May 12, 2022

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____

Carl Engel, President

Approved as to form for District:

By: _____

Hugh Rafferty, Secretary

District Counsel

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD APRIL 14, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Engel, Brown, Rafferty, Adams, and Baskett. General Manager Hastert, Manager of Finance & Administration Reade, and District Counsel George.

1. MINUTES OF THE SPECIAL MEETING HELD April 7, 2022. Director Adams made a Motion to approve the minutes of the special meeting held April 7, 2022. Director Brown Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – The committee will meet with Customs in the upcoming weeks.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met to discuss current projects.
3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the board on the Allegiant Air service.
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 070064 through 070151 in the amount of \$243,828.24 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by a 5-0 vote.
5. DISTRICT COUNSEL'S REPORT. District Counsel George notified the Board possible changes may be made to the Brown Act regarding virtual meetings.
6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda

items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

7. Resolution 910. A Resolution of the Board of Directors of the Santa Maria Public Airport District amending Ordinance to Adopt new District Voting Area maps. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".
8. Authorization for the President and Secretary to execute the Land Lease Agreement between the District and Gouin Construction. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by a 5-0 vote.
9. Resolution 912. A Resolution of the Board of Directors of the Santa Maria Public Airport District to oppose Initiative 21-0042A1. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Engel, Brown, Rafferty, Adams, and Baskett voted "Yes".
10. Authorization for the President to execute the Amendment of Listing Agreement between the District and Tom Ross Realty. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.
11. CLOSED SESSION. At 7:16 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-291-033 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case

At 7:37 p.m., the Board and staff reconvened to Open Public Session.

No reportable actions.

12. DIRECTORS' COMMENTS: Directors Engel and Adams had no comment.

Directors Brown and Rafferty expressed how good it was to be back in-person.

Director Baskett reiterated his concerns about energy and drones.

13. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Regular Meeting to be held on April 28, 2022, at 7:00 p.m. 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 7:41 p.m. on April 14, 2022.

Carl Engel, President

Hugh Rafferty, Secretary

2021-2022

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 070152 to 070245 and electronic payments on Pacific Premier Bank and in the total amount of \$513,754.43.

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 070152 to 070245 and electronic payments on Pacific Premier Bank in the total amount of \$513,754.43 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 12, 2022.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 070152	4/19/2022	Aflac	\$277.56	Voluntary Insurance - Employee
* 070153	4/19/2022	American Industrial Supply	\$108.22	Weed/Wildlife Abatement
* 070154	4/19/2022	AT&T	\$41.92	Telephone Service
* 070155	4/19/2022	Aviation Week & Space Technolo	\$359.00	Subscription Renewal - 3 years
* 070156	4/19/2022	B&B Steel & Supply of SM	\$1,497.49	Shop Supplies
* 070157	4/19/2022	Bartlett, Pringle & Wolf	\$150.00	Computer Support Services - Acumatica
* 070158	4/19/2022	Bedford Enterprises, Inc.	\$320.85	Building Maintenance - Hangar Area
* 070159	4/19/2022	City of Santa Maria	\$442.00	Construction Meter Fees
* 070160	4/19/2022	City of Santa Maria	\$209,860.00	ARFF Services - January-March 2022
* 070161	4/19/2022	Clark Pest Control	\$2,411.42	Weed/Wildlife Abatement
* 070162	4/19/2022	Comcast	\$1,259.14	Cable/Internet/Digital Voice
* 070163	4/19/2022	Comcast Business	\$2,205.77	Internet Service
* 070164	4/19/2022	De Lage Landen	\$102.18	Copier
* 070165	4/19/2022	Emergency Repair Door Service	\$5,305.75	Building Maintenance - Terminal
* 070166	4/19/2022	Fastenal Company	\$280.14	Shop Supplies
* 070167	4/19/2022	Ferguson Enterprises, Inc.	\$26.17	Weed/Wildlife Maintenance
* 070168	4/19/2022	Frontier Communications	\$196.36	Telephone Service
* 070169	4/19/2022	Hayward Lumber Company	\$8.02	Signs
* 070170	4/19/2022	Interstate Batteries	\$145.67	Vehicle Maintenance
* 070171	4/19/2022	J B Dewar, Inc	\$983.45	Unleaded/Diesel Fuel
* 070172	4/19/2022	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 070173	4/19/2022	Kaman Industrial Technologies	\$19.87	Weed/Wildlife Maintenace - Landing Area
* 070174	4/19/2022	Lowe's	\$120.65	Building Maintenance - Hangar Area
* 070175	4/19/2022	McMasters and Carr	\$518.29	Terminal Maintenance/Shop Supplies
* 070176	4/19/2022	Mead & Hunt, Inc.	\$4,540.80	Airport Consulting Service
* 070177	4/19/2022	Mission Linen Service	\$177.89	Uniform Service
* 070178	4/19/2022	Quadient Finance	\$400.00	Prepaid Postage
* 070179	4/19/2022	Pacific Telemanagement Services	\$230.92	Pay Phone Services - Terminal
* 070180	4/19/2022	Pathpoint	\$2,191.20	Airport Maintenance Svc - Window Cleaning
* 070181	4/19/2022	Pat's Automotive	\$1,103.20	Vehicle Maintenance
* 070182	4/19/2022	RRM Design Group	\$2,157.50	Industrial Pkwy Parcel Map
* 070183	4/19/2022	Service Star	\$11,011.77	Janitorial Service
* 070184	4/19/2022	Sign Creations	\$619.88	Signs - Terminal

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 070185	4/19/2022	Santa Maria Times	\$61.00	Publication - Legals
* 070186	4/19/2022	Santa Maria Valley Crop Service	\$3,782.02	Weed/Wildlife Maintenance
* 070187	4/19/2022	Statewide Safety & Signs, Inc	\$659.03	Pavement Maintenance - Terminal Area
* 070188	4/19/2022	State Water Resources Control Board	\$1,738.00	Annual Permit Fee
* 070189	4/19/2022	Tri-Counties Plant Service	\$275.00	Interior Plants Service - Terminal
* 070190	4/19/2022	Trinity Landscape Center	\$447.17	Weed/Wildlife Abatement
* 070191	4/19/2022	U.S. Dept. of Agriculture	\$185.30	Wildlife Abatement
* 070192	4/19/2022	WageWorks	\$50.00	Cafeteria Plan - Admin Fee
* 070193	4/19/2022	Zee Medical Service Company	\$180.95	First Aid
* 070194	4/19/2022	SWCA Environmental Consultants	\$5,512.89	Wildlife/Environmental Services Consult
* 070195	4/19/2022	American Public Works Association	\$222.00	Individual Membership - Ric Tokoph
* 070196	4/27/2022	Adamski Moroski	\$6,876.67	Legal Counsel Services
* 070197	4/27/2022	ADB SAFEGATE Americas LLC	\$6,685.20	Signs - Landing Area
* 070198	4/27/2022	AT&T	\$41.93	Telephone Service
* 070199	4/27/2022	B&B Steel & Supply of SM	\$513.30	Shop Supplies
* 070200	4/27/2022	Blueglobes, Inc.	\$226.69	Lighting Maintenance - Landing Area
* 070201	4/27/2022	Bomar Security & Investigation	\$2,560.00	Security Service
* 070202	4/27/2022	Central City Tool Supply, Inc.	\$81.53	Shop Supplies
* 070203	4/27/2022	City of Guadalupe	\$30,059.92	Security Service/LEO - March 2022
* 070204	4/27/2022	City of Santa Maria-Util Div	\$5,704.80	Utilities - Water
* 070205	4/27/2022	Fastenal Company	\$267.38	Shop Supplies
* 070206	4/27/2022	Fence Factory	\$279.20	Fencing and Gates
* 070207	4/27/2022	Frontier Communications	\$667.94	Telephone Service
* 070208	4/27/2022	The Garland Company, Inc	\$483.90	Building Maintenance - Hangar Area
* 070209	4/27/2022	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 070210	4/27/2022	Home Depot	\$138.25	Building Maintenance - Hangar Area
* 070211	4/27/2022	McMasters and Carr	\$372.86	Fencing and Gates
* 070212	4/27/2022	Mission Linen Service	\$201.89	Uniform Service
* 070213	4/27/2022	National Business Aviation Assoc., Inc.	\$592.50	NBAA Membership - Annual
* 070214	4/27/2022	Outdoor Supply Hardware	\$948.78	Shop Supplies/Wildlife Maintenance
* 070215	4/27/2022	Playnetwork, Inc.	\$95.85	Audio/Video Media Services
* 070216		Check Voided		
* 070217	4/27/2022	RRM Design Group	\$4,487.50	SMX Business Park Plan Amendment

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 070218	4/27/2022	SBCCSDA	\$80.00	Special District Dinner Meeting
* 070219	4/27/2022	SCS Engineers	\$1,155.00	PFAS Assessment - March 2022
* 070220	4/27/2022	S Lombardi & Assoc., Inc.	\$6,172.94	Airport Advertising
* 070221	4/27/2022	SMV Discovery Museum	\$10,000.00	Kite Festival - Airport Advertising
* 070222	4/27/2022	Farmer & Ready	\$2,888.08	Legal Counsel Service
* 070223	4/27/2022	Ravatt Albrecht & Associates	\$2,810.00	SMX Main Hangar 1 Renovation
* 070224	4/27/2022	Watts, Brett	\$315.00	Tenant Refund
* 070225	5/4/2022	AT&T	\$135.03	Telephone Service
* 070226	5/4/2022	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 070227	5/4/2022	Consolidated Electrical Distributors, Inc.	\$17.27	Fencing and Gates
* 070228	5/4/2022	Coast Networx	\$210.00	Computer Support Services
* 070229	5/4/2022	Clark Pest Control	\$709.00	Weed/Wildlife Maintenance
* 070230	5/4/2022	L.N Curtis and sons	\$630.00	Vehicle Maintenance
* 070231	5/4/2022	Frontier Communications	\$120.91	Telephone Service
* 070232	5/4/2022	J C Beasley Enterprises	\$506.75	Building Maintenance - FBO
* 070233	5/4/2022	Keylock Security Specialists	\$320.00	Terminal Maintenance
* 070234	5/4/2022	Los Padres Fire Protection	\$2,136.83	Annual Fire Extinguisher Inspection and Certification
* 070235	5/4/2022	MarTeeny Designs	\$275.00	Website Maintenance
* 070236	5/4/2022	Mission Linen Service	\$225.62	Uniform Service
* 070237	5/4/2022	Rafferty, Hugh - Reimbursement	\$29.25	Quarterly SBCCSDA Meeting - Travel Reimbursement
* 070238	5/4/2022	S Lombardi & Assoc., Inc.	\$4,690.00	Airport Advertising
* 070239	5/4/2022	Santa Maria Times	\$92.50	Publication - Legals
* 070240	5/4/2022	Verizon Wireless	\$925.44	Mobile Devices
* 070241	5/4/2022	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 070242	5/4/2022	Gsolutionz, Inc.	\$97.95	Cloud Support Services - Phones 6/1-6/30/22
* 070243	5/4/2022	Arnolds Office Furniture	\$20,088.30	Admin Cubicle Addition
* 070244	5/4/2022	Latting, Mitchell B	\$44.30	Tenant Refund
* 070245	5/4/2022	Gamble, William	\$48.00	Tenant Refund
Subtotal			<u>\$387,325.90</u>	
ACH	4/12/2022	CalPers	\$5,629.92	Employee Retirement
ACH	4/14/2022	Paychex	\$26,243.33	Payroll

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	4/15/2022	Paychex	\$5,777.59	Payroll Taxes
ACH	4/15/2022	Paychex	\$204.12	Paychex Invoice
ACH	4/15/2022	Empower Retirement	\$4,621.56	Employee Paid Retirement
ACH	4/15/2022	PG&E	\$1,033.99	Terminal/Admin/Hangar Electricity
ACH	4/22/2022	Principal	\$5,099.54	Employee Dental/Life/Disability - April, May 2022
ACH	4/26/2022	CalPers	\$5,629.92	Employee Retirement
ACH	4/26/2022	Umpqua Bank	\$6,255.26	Business Travel/Consulting Services
ACH	4/27/2022	Empower Retirement	\$4,621.56	Employee Paid Retirement
ACH	4/28/2022	Paychex	\$26,243.33	Payroll
ACH	4/29/2022	Paychex	\$5,777.59	Payroll Taxes
ACH	4/29/2022	Paychex	\$190.12	Paychex Invoice
ACH	5/2/2022	Pacific Premier Bank	\$939.59	Credit Card Fees
ACH	5/2/2022	CA Dept of Tax and Fee Administration	\$22.00	Sales and Use Tax
ACH	5/2/2022	CalPers	\$12,931.83	Unfunded Liability
ACH	5/2/2022	Collective Communications	\$7,500.00	Consulting Services
ACH	5/2/2022	Ready Refresh	\$300.21	Water Delivery
ACH	5/6/2022	PG&E	\$7,407.07	Terminal/Admin/Hangar Electricity
Subtotal			<u>\$126,428.53</u>	
Total			<u><u>\$513,754.43</u></u>	

Santa Maria Public Airport District**Budget vs. Actual - YTD****As of March 31, 2022**

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	57,962.05	66,904.83	(8,942.78)	(13.4 %)
61100-Tiedowns	17,361.00	17,478.36	(117.36)	(.7 %)
61200-Fuel Flowage Fees	53,166.18	61,928.73	(8,762.55)	(14.1 %)
62000-T-Hangar	295,469.00	297,840.42	(2,371.42)	(.8 %)
62100-Corporate Hangar	199,143.00	199,097.91	45.09	.0 %
62200-Owner Build Hangar	14,841.00	14,841.00	0.00	.0 %
63000-T-Hangar Storage	22,509.00	22,479.93	29.07	.1 %
64100-Main Hangar	100,520.82	90,366.03	10,154.79	11.2 %
64200-Commercial Aviation	292,727.23	255,154.77	37,572.46	14.7 %
64300-Land Lease - Commercial Aviation	73,899.00	127,050.39	(53,151.39)	(41.8 %)
65000-Car Rental	131,599.54	92,047.14	39,552.40	43.0 %
65100-Terminal Space Lease	119,993.52	119,919.96	73.56	.1 %
66100-Agricultural Lease	636,312.55	649,867.05	(13,554.50)	(2.1 %)
66200-Non Aviation Land Leases	252,566.24	243,965.16	8,601.08	3.5 %
66300-Cell Tower Lease	45,450.00	45,450.00	0.00	.0 %
66400-Mobile Home Parks	366,315.80	359,739.72	6,576.08	1.8 %
67000-Administrative Income	29,075.02	30,559.05	(1,484.03)	(4.9 %)
67100-Plans and Specs	20.00	0.00	20.00	.0 %
67200-Cares Grant	850,803.06	1,595,822.22	(745,019.16)	(46.7 %)
67210-Leo Reimbursement	10,700.00	9,659.97	1,040.03	10.8 %
69100-Interest and Investment Earnings	14,424.58	20,247.75	(5,823.17)	(28.8 %)
69110-AIP Reimbursement	0.00	5,437,500.03	(5,437,500.03)	(100.0 %)
69120-PFC Revenue	87,659.52	55,721.25	31,938.27	57.3 %
69200-Tax Revenues	1,091,467.79	1,363,707.72	(272,239.93)	(20.0 %)
Total Income	4,763,985.90	11,177,349.39	(6,413,363.49)	(57.4 %)
80000-G&A	9,589.10	12,096.72	(2,507.62)	(20.7 %)
80001-MHP - Maintenance	19,390.27	21,967.47	(2,577.20)	(11.7 %)
80002-MHP - MHP Liability Insurance	7,713.60	5,699.97	2,013.63	35.3 %
80003-MHP - Property Management	21,150.00	21,150.00	0.00	.0 %
80004-MHP - Salaries/ Employee Related Expenses	74,829.86	72,724.50	2,105.36	2.9 %
80005-MHP - Utilities	132,708.84	139,059.00	(6,350.16)	(4.6 %)
80100-Salaries- Administration	324,690.14	324,176.58	513.56	.2 %
80101-Salaries - Maintenance & Operations	317,719.96	319,706.82	(1,986.86)	(.6 %)
80102-Employee Benefits - Other	28,560.03	49,131.54	(20,571.51)	(41.9 %)
80103-Employee Benefits - Other	2,075.20	0.00	2,075.20	.0 %
80104-Employee Benefits - Medical	202,108.00	186,522.75	15,585.25	8.4 %
80105-Medicare Tax	10,487.00	9,635.94	851.06	8.8 %
80106-PERS Retirement	211,349.87	202,349.97	8,999.90	4.4 %
81000-ARFF Services	419,720.00	669,172.50	(249,452.50)	(37.3 %)
81100-Electricity	147,870.21	140,825.34	7,044.87	5.0 %
81200-Natural Gas	7,538.41	7,587.09	(48.68)	(.6 %)
81300-Water	53,150.55	52,134.93	1,015.62	1.9 %
81600-Communications	10,623.78	14,897.70	(4,273.92)	(28.7 %)
81601-Communications - Alarm	10,055.16	9,769.77	285.39	2.9 %
81602-Communications - Wireless	10,417.40	14,536.35	(4,118.95)	(28.3 %)
81603-Communications - Access Control	939.40	960.93	(21.53)	(2.2 %)
82400-Supplies Office	27,692.45	62,002.53	(34,310.08)	(55.3 %)
82410-Supplies Shop	28,311.48	30,814.65	(2,503.17)	(8.1 %)
82500-Fuel Expense	23,203.89	16,499.97	6,703.92	40.6 %
83000-Maintenance - Misc	9,383.38	12,189.87	(2,806.49)	(23.0 %)
83001-Maintenance - Lighting	10,660.41	39,168.72	(28,508.31)	(72.8 %)
83002-Maintenance - Generator	2,931.54	11,718.72	(8,787.18)	(75.0 %)
83003-Maintenance - Pavement	13,635.43	30,525.03	(16,889.60)	(55.3 %)
83004-Maintenance - Weed/Wildlife	32,422.49	38,452.50	(6,030.01)	(15.7 %)
83005-Maintenance - Fencing & Gates	8,384.92	16,125.03	(7,740.11)	(48.0 %)
83006-Maintenance - Building	48,489.10	66,547.53	(18,058.43)	(27.1 %)
83007-Maintenance - Fire Alarm	4,921.33	24,116.04	(19,194.71)	(79.6 %)
83008-Maintenance - Drainage	6,972.46	6,000.03	972.43	16.2 %

83100-Signs	10,917.61	16,762.50	(5,844.89)	(34.9 %)
84000-Equipment Lease	7,237.59	7,410.42	(172.83)	(2.3 %)
84500-Janitorial	94,464.00	94,464.00	0.00	.0 %
84700-Landscaping	50,502.96	48,345.03	2,157.93	4.5 %
85000-Vehicle Maintenance	22,227.94	55,500.03	(33,272.09)	(59.9 %)
85400-Dues and Membership	78,334.06	53,555.49	24,778.57	46.3 %
86000-Advertising	81,914.14	87,000.03	(5,085.89)	(5.8 %)
86001-Consulting - Admin	461,446.82	375,927.93	85,518.89	22.7 %
86002-Consulting Professional	125,520.07	121,701.78	3,818.29	3.1 %
86003-Consulting - Legal	78,828.86	46,861.20	31,967.66	68.2 %
86004-Consulting - Security	299,661.21	287,345.97	12,315.24	4.3 %
86005-Bank Fees	3,817.34	13,209.93	(9,392.59)	(71.1 %)
86015-Depreciation - Hangar Area	69,204.87	172,499.99	(103,295.12)	(59.9 %)
86025-Depreciation - Landing Area	1,142,758.16	1,125,000.00	17,758.16	1.6 %
86035-Depreciation - FBO	26,587.21	33,750.00	(7,162.79)	(21.2 %)
86045-Depreciation - Revenue Gen Land	176,307.39	176,250.01	57.38	.0 %
86055- Depreciation - Terminal Area	277,720.34	284,999.99	(7,279.65)	(2.6 %)
86100-Depreciation - Administration	152,796.84	1,939,500.00	(1,786,703.16)	(92.1 %)
86200-Insurance	227,996.31	228,536.55	(540.24)	(.2 %)
86500-Permits	9,536.39	5,724.72	3,811.67	66.6 %
86600-Education and Recognition	7,500.85	16,049.97	(8,549.12)	(53.3 %)
86700-Business Travel	45,100.81	62,745.03	(17,644.22)	(28.1 %)
86800-Fire Fighting Training	0.00	35,624.97	(35,624.97)	(100.0 %)
87025-Rent Credit	7,362.00	0.00	7,362.00	.0 %
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	5,697,439.43	7,917,032.03	(2,219,592.60)	(28.0 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	(933,453.53)	3,260,317.36	(4,193,770.89)	(29.3 %)
	<hr/>	<hr/>	<hr/>	<hr/>

Current Assets:

Cash and cash equivalents	6,319,863
Restricted - cash and cash equivalents	3,005,183
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(190,243)
Prepaid expenses and deposits	81,450

Total current assets	9,224,253
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Non-current assets:

Note receivable	164,355
Interest Receivable	0
Capital assets, not being depreciated	6,479,480
Depreciable capital assets	21,078,291
Deferred other post-employment benefits outflows	77,902
Deferred pension outflows	445,936

Total non-current assets	28,245,964
--------------------------	------------

Total assets	37,470,217
--------------	------------

Current Liabilities:

Accounts payable and accrued expenses	121,652
Accrued wages and related payables	15,159
Unearned Revenue (customer prepaid)	0
Hangar and other deposits	113,660
Long-term liabilities - due in one year:	
Compensated absences	36,526
Land improvements payable	20,396

Total current liabilities	307,394
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Long-term liabilities - due in more than one year

Compensated absences	109,578
Land improvements payable	115,580
Total other post-employment benefits liability	373,325
Net pension liability	2,056,379
Deferred pension inflows	92,912

Total long term liabilities	2,747,774
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Total Liabilities	3,055,167
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Net position:

Retained Earnings	35,348,504
Change in Net Position	(933,454)

Total net position	34,415,050
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Total liabilities and net position	37,470,217
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Santa Maria Public Airport District
Profit & Loss
As of March 31, 2022

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	75,323.05	5,706.45	8,369.23	146.7 %
Fuel flowage fees	53,166.18	3,840.42	5,907.35	153.8 %
Subtotal	128,489.23	9,546.87	14,276.58	149.5 %
Hangar area				
T-Hangar	295,469.00	33,333.00	32,829.89	98.5 %
Corporate T-Hangars	199,143.00	22,127.00	22,127.00	100.0 %
T-Hangar Storage Units	22,509.00	2,501.00	2,501.00	100.0 %
Owner Build Hangars	14,841.00	1,649.00	1,649.00	100.0 %
Subtotal	531,962.00	59,610.00	59,106.89	99.2 %
Main hangar and F.B.O. area				
Main Hangar	100,520.82	10,042.00	11,168.98	111.2 %
Commercial Hangars	292,727.23	31,261.64	32,525.25	104.0 %
Land Leases	73,899.00	8,211.00	8,211.00	100.0 %
Subtotal	467,147.05	49,514.64	51,905.23	104.8 %
Terminal Area				
Car Rental and Ground Transportation	131,599.54	13,691.16	14,622.17	106.8 %
Terminal Space Lease	119,993.52	13,629.41	13,332.61	97.8 %
TSA LEO Reimbursement	10,700.00	1,140.00	1,188.89	104.3 %
Subtotal	262,293.06	28,460.57	29,143.67	102.4 %
Revenue generating land				
Land Lease Recreational	252,566.24	26,976.67	28,062.92	104.0 %
Agricultural Leases	636,312.55	85,473.19	70,701.39	82.7 %
Airport Business Park - on	45,450.00	5,050.00	5,050.00	100.0 %
Administration Bldg. Control Tower	29,075.02	1,975.00	3,230.56	163.6 %
Airport Hotel	366,315.80	42,656.27	40,701.76	95.4 %
Airport Mobile Home Park - on				
Administration Bldg. Administration				
Subtotal	1,329,719.61	162,131.13	147,746.63	91.1 %
Administrative				
Badging Income			0.00	
Miscellaneous Income			0.00	
Plans and Specs	20.00	0.00	2.22	
Cares Grant Revenue	850,803.06	0.00	94,533.67	
Subtotal	850,823.06	0.00	94,535.89	
Total Revenue from operations	3,570,434.01	309,263.21	396,714.89	128.3 %
			0.00	

Santa Maria Public Airport District

Profit & Loss

As of March 31, 2022

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	288,881.15	11,312.69	32,097.91	283.7 %
Hangar Area	78,222.96	6,291.81	8,691.44	138.1 %
Main hangar and Commercial	55,623.38	7,184.99	6,180.38	86.0 %
Terminal area	269,048.16	42,254.05	29,894.24	70.7 %
Revenue generating land	293,002.30	42,576.35	32,555.81	76.5 %
Salaries and Benefits	1,093,816.46	159,371.97	121,535.16	76.3 %
Utilities	56,285.32	5,374.75	6,253.92	116.4 %
Supplies	74,396.35	10,743.02	8,266.26	76.9 %
Maintenance and Repairs	52,673.40	5,297.70	5,852.60	110.5 %
Contractual Services	623,984.37	43,318.22	69,331.60	160.1 %
ARFF Services	209,860.00	0.00	23,317.78	
Security Services	299,661.21	33,975.37	33,295.69	98.0 %
Dues and Subscriptions	78,334.06	650.00	8,703.78	1339.0 %
Advertising	81,914.14	10,802.94	9,101.57	84.3 %
Depreciation	1,845,374.81	620,615.81	205,041.65	33.0 %
Insurance	227,996.31	76,502.10	25,332.92	33.1 %
Business Travel and	45,100.81	2,698.17	5,011.20	185.7 %
Rent Credit	7,362.00	818.00	818.00	100.0 %
Air Show Expense	0.00	0.00	0.00	
Other Miscellaneous Expense	15,902.24	2,855.44	1,766.92	61.9 %
Total Expenses	5,697,439.43	1,082,643.38	633,048.83	58.5 %
Operating income (loss)	(2,127,065.43)	(773,380.17)	(236,333.94)	30.6 %
Non-Operating Revenues (Expenses):				
PFC Revenue	87,659.52	11,190.11	9,739.95	87.0 %
Interest Income	14,424.58	501.01	1,602.73	319.9 %
Tax Revenues	1,091,467.79	0.00	121,274.20	
Total non-operating rev (exp)	1,193,551.89	11,691.12	132,616.88	1134.3 %
Net Income	(933,453.53)	(761,689.05)	(103,717.06)	13.6 %



MEMORANDUM

Santa Maria Public Airport District

DATE: May 12, 2022

TO: Board of Directors

FROM: Veroneka Reade, Manager of Finance and Administration

SUBJECT: Quarterly Investment Report – March 31, 2022

On April 11, 1996, the Board of Directors adopted Resolution 557 establishing an investment policy for the Santa Maria Public Airport District. Paragraph 12 of that resolution requires the District Manager of Finance and Administration to submit a quarterly investment report to the Board of Directors. This report covers the quarter ending March 31, 2022.

California Government Code Section 53646(e) specifies that if all funds of the District are placed in the Local Agency Investment Fund (LAIF), FDIC-insured accounts and/or in a county investment pool, then the quarterly investment report may consist of copies of the latest statements from such institutions.

The Local Agency Investment Fund (LAIF) is a division of the Pooled Money Investment Account of the State of California (PMIA). Statements of the District's LAIF account activity and the Pooled Money Investment Board Report as of March 31, 2022, are attached and made a part of this quarterly investment report to the District's Board of Directors.

California Government Code Section 53646(b)(1) specifies that the quarterly report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall also include a current market value as of the date of the report and shall include the source of this same valuation. This information is included in the local agency report as of March 31, 2022. Statements of the District's Pacific Premier account activity and the Local Agency report as of March 31, 2022, are attached and made a part of this quarterly investment report to the District's Board of Directors.

I certify with the filing of this quarterly investment report for the periods ending March 31, 2022, that (1) all investment actions executed during the quarter were made in full compliance with the Investment Policy and, (2) the portfolio is in compliance with the investment policy and (3) the Santa Maria Public Airport District will meet its expenditure obligations for the next six months.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 09, 2022

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

Account Number: 80-42-001

January 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/14/2022	1/13/2022	QRD	1694888	N/A	SYSTEM	2,753.04

Account Summary

Total Deposit:	2,753.04	Beginning Balance:	4,782,119.85
Total Withdrawal:	0.00	Ending Balance:	4,784,872.89

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 09, 2022

[LAIF Home](#)
[PMIA Average Monthly](#)
[Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

Account Number: 80-42-001

February 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,784,872.89
Total Withdrawal:	0.00	Ending Balance:	4,784,872.89

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 09, 2022

[LAIF Home](#)
[PMIA Average Monthly
Yields](#)

SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER
3217 TERMINAL DRIVE
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

Account Number: 80-42-001

March 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,784,872.89
Total Withdrawal:	0.00	Ending Balance:	4,784,872.89



State of California

Pooled Money Investment Account

Market Valuation

3/31/2022

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 46,438,364,881.91	\$ 46,462,802,161.83	\$ 46,366,792,000.00	NA
Notes	\$ 91,137,412,378.62	\$ 91,123,228,383.84	\$ 89,180,593,000.00	\$ 117,562,034.00
Federal Agency:				
SBA	\$ 329,037,520.12	\$ 329,037,520.12	\$ 329,497,596.82	\$ 138,923.93
MBS-REMICs	\$ 5,703,902.13	\$ 5,703,902.13	\$ 5,844,529.41	\$ 25,924.77
Debentures	\$ 8,923,276,985.63	\$ 8,922,590,857.86	\$ 8,805,155,700.00	\$ 8,519,115.80
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 700,000,000.00	\$ 700,000,000.00	\$ 672,254,000.00	\$ 905,027.00
Discount Notes	\$ 24,949,939,687.37	\$ 24,960,712,979.03	\$ 24,906,670,000.00	NA
Supranational Debentures	\$ 2,065,258,478.33	\$ 2,065,258,478.33	\$ 2,004,805,500.00	\$ 5,592,972.00
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ -	\$ -	\$ -	\$ -
CDs and YCDs	\$ 15,335,000,000.00	\$ 15,335,000,000.00	\$ 15,320,961,230.66	\$ 9,972,225.03
Commercial Paper	\$ 12,697,608,013.77	\$ 12,705,537,708.34	\$ 12,693,180,684.70	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 424,349,911.03	\$ 424,107,855.47	\$ 409,797,860.00	\$ 1,877,396.95
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,135,000,000.00	\$ 4,135,000,000.00	\$ 4,135,000,000.00	NA
PMIA & GF Loans	\$ 756,663,000.00	\$ 756,663,000.00	\$ 756,663,000.00	NA
TOTAL	\$ 207,897,614,758.91	\$ 207,925,642,846.95	\$ 205,587,215,101.59	\$ 144,593,619.48

Fair Value Including Accrued Interest

\$ 205,731,808,721.07

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.988753538). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,775,070.77 or \$20,000,000.00 x 0.988753538.



Pooled Money Investment Account

Portfolio as of 03-31-22

PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars¹

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out	Total	Weight (% of Total)
TREASURY	\$ 1,100	\$ 10,450	\$ 3,350	\$ 13,200	\$ 7,950	\$ 8,150	\$ 5,050	\$ 10,900	\$ 17,350	\$ 39,600	\$ 20,400			\$ 137,500	66.04%
AGENCY ²	\$ 3,006	\$ 3,325	\$ 4,215	\$ 4,600	\$ 3,348	\$ 3,300	\$ 4,500	\$ 3,675	\$ 2,083	\$ 4,125	\$ 1,500	\$ 325	\$ 100	\$ 38,103	18.30%
CDs + BNs	\$ 6,000	\$ 2,100	\$ 2,350	\$ 2,025	\$ 700	\$ 850	\$ 660	\$ 500	\$ 150					\$ 15,335	7.37%
CP	\$ 3,875	\$ 1,300	\$ 2,750	\$ 1,950	\$ 750	\$ 850	\$ 950	\$ 300						\$ 12,725	6.11%
TDs	\$ 1,180	\$ 849	\$ 1,393	\$ 344	\$ 191	\$ 179								\$ 4,135	1.99%
CORP BND						\$ 85			\$ 55	\$ 25	\$ 99	\$ 68	\$ 84	\$ 416	0.20%
REPO														\$ -	0.00%
BAs														\$ -	0.00%
TOTAL	\$ 15,161	\$ 18,024	\$ 14,058	\$ 22,119	\$ 12,939	\$ 13,414	\$ 11,160	\$ 15,375	\$ 19,638	\$ 43,750	\$ 21,999	\$ 393	\$ 184	\$ 208,214	100.00%
Percent	7.28%	8.66%	6.75%	10.62%	6.21%	6.44%	5.36%	7.38%	9.43%	21.01%	10.57%	0.19%	0.09%		
Cumulative %	7.28%	15.94%	22.69%	33.31%	39.53%	45.97%	51.33%	58.71%	68.15%	89.16%	99.72%	99.91%	100.00%		

¹ Figures are rounded to the nearest million. Percentages may be off due to rounding. Totals do not include PMIA and General Fund loans.

² SBA Floating Rate Securities are represented at coupon change date. Mortgages are represented at current book value.



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 128
Account Number: 4108097100
Date 01/31/2022

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	1/01/22	3,003,527.86
Deposits / Misc Credits	1	433.69
Withdrawals / Misc Debits	0	.00
** Ending Balance	1/31/22	3,003,961.55 **
Service Charge		.00
Interest Paid Thru 1/31/22		433.69
Interest Paid Year To Date		433.69
Average Collected Balance		3,003,527
Average Rate / Cycle Days		.17000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
1/31	433.69		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
1/31	3,003,961.55				



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 128
Account Number: 4108097100
Date 02/28/2022

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	2/01/22	3,003,961.55
Deposits / Misc Credits	1	391.77
Withdrawals / Misc Debits	0	.00
** Ending Balance	2/28/22	3,004,353.32 **
Service Charge		.00
Interest Paid Thru 2/28/22		391.77
Interest Paid Year To Date		825.46
Average Collected Balance		3,003,961
Average Rate / Cycle Days		.17000 / 28

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
2/28	391.77		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
2/28	3,004,353.32				



SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 TERMINAL DR
SANTA MARIA CA 93455-1836

Page 1 of 1
Branch 128
Account Number: 4108097100
Date 03/31/2022

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	3/01/22	3,004,353.32
Deposits / Misc Credits	1	433.81
Withdrawals / Misc Debits	0	.00
** Ending Balance	3/31/22	3,004,787.13 **
Service Charge		.00
Interest Paid Thru 3/31/22		433.81
Interest Paid Year To Date		1,259.27
Average Collected Balance		3,004,353
Average Rate / Cycle Days		.17000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
3/31	433.81		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/31	3,004,787.13				

SANTA MARIA PUBLIC AIRPORT DISTRICT
STATEMENT OF LAIF ACCOUNT ACTIVITIES
FOR QUARTER ENDING MARCH 31, 2022

LAIF	
BEGINNING BALANCE LAIF (12/31/21)	<u>\$4,782,119.85</u>
TRANSFERS OF EXCESS FUNDS TO LAIF	
PREVIOUS QUARTER'S INTEREST POSTED LAIF	<u>\$2,753.04</u>
TRANSFERS OUT FOR DISTRICT USE	
ENDING BALANCE LAIF	<u>\$4,784,872.89</u>
INTEREST EARNED DURING CURRENT QUARTER LAIF	<u>\$3,770.60</u>

Note: LAIF was earning .32% as of 03/31/22

SANTA MARIA PUBLIC AIRPORT DISTRICT
STATEMENT OF PACIFIC PREMIER INVESTMENT ACCOUNT ACTIVITIES
FOR QUARTER ENDING MARCH 31, 2022

Pacific Premeier	
BEGINNING BALANCE PACIFIC PREMIER BANK (12/31/21)	<u>\$3,003,527.86</u>
TRANSFERS OUT FOR DISTRICT USE	
INTEREST POSTED	<u>\$1,259.27</u>
Deposits	
ENDING BALANCE HERITAGE OAKS	<u>\$3,004,787.13</u>

Note: Pacific Premier was earning .17000% as of 03/31/22

RESOLUTION NO. 914

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT
AMENDING RATES AND CHARGES FOR 2022/2023 FISCAL YEAR**

WHEREAS, by Resolution 914, 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, 2022, shall apply to all tenants and users of Airport facilities as described in Resolution No. 914.

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.

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 May 12, 2022 on Motion of _____, Seconded by _____, and carried by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Carl Engel Jr., President

ATTEST:

Hugh Rafferty, Secretary

ANNEX A

Resolution No. 914 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2022-2023

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	7/1/2021	\$1.97	\$2.14
	Office Space (Minimum)	Per Sq. Ft./Per Month	7/1/2021	\$1.97	\$2.14
	Storage Space (Minimum)	Per Sq. Ft./Per Month	7/1/2021	\$1.97	\$2.14
	Ready Parking (Minimum)	Per Space/Per Month	7/1/2021	\$25.86	\$28.06
	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	7/1/2021	\$1.64	\$1.78
	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. 914 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2022-2023

NON-AVIATION

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
Mobile Home Park		Per Space/Per Month	9/1/2021	\$372.57-\$389.14	
Outside Storage		Per Sq. Ft./Per Month	7/1/2021	\$0.2930	\$0.318
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	9/1/2021	\$1,255.00	\$1,362.00
	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	7/1/2021	\$69.00	\$75.00
	Security Escort	Hourly	7/1/2021	\$40.00	\$43.00

ANNEX A

Resolution No. 914 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2022-2023

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)	7/1/2021	See Exhibit "A"	See Exhibit "A"
Storage Units		Per Month (Includes Electricity)	7/1/2021	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	7/1/2021	\$0.35	\$0.38
	Office Space	Per Sq.Ft./Per Month	7/1/2021	\$0.49	\$0.53
	Shop Space	Per Sq.Ft./Per Month	7/1/2021	\$0.35	\$0.38
	Ramp Space	Per Sq.Ft./Per Month	7/1/2021	\$0.0417	\$0.05
Tie Down					
	Single Engine	Per Month	7/1/2021	\$71.00	\$77.00
	Light Twin Engine	Per Month	7/1/2021	\$83.00	\$90.00
	Freight Forwarding	Per Month/Per Plane	7/1/2021	\$115.00	\$125.00
	Mooring	Per Day	7/1/2018	\$150.00	\$150.00
Airport Access Card					
	AOA Access Badge	Each	7/1/2018	\$25.00	\$25.00
	AOA Renewal	Each	7/1/2018	\$15.00	\$15.00
	AOA Re-Activation	Each	7/1/2018	\$65.00	\$65.00
	SIDA Access Badge	Each	7/1/2018	\$75.00	\$75.00
	SIDA Renewal	Each	7/1/2018	\$50.00	\$50.00
	SIDA Re-Activation	Each	7/1/2018	\$100.00	\$100.00
	Lost/Replacement	Each	7/1/2018	\$100.00	\$100.00

SMPAD Hangars

[illegible]

SMPAD Storage Units						
Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$261	8.5%	\$283	\$22
3009-F, G	Storage	180	\$87	8.5%	\$94	\$7
3011-F, G	Storage	190	\$92	8.5%	\$100	\$8
3019-F	Storage	190	\$92	8.5%	\$100	\$8
3023-F	Storage	180	\$87	8.5%	\$94	\$7
3027-F, G	Storage	176	\$86	8.5%	\$93	\$7
3031-F, G	Storage	176	\$86	8.5%	\$93	\$7
3035-E	Storage	363	\$176	8.5%	\$191	\$15
3039-A, I	Storage	537	\$261	8.5%	\$283	\$22
3107-J, K	Storage	180	\$87	8.5%	\$94	\$7
3109-F	Storage	155	\$76	8.5%	\$82	\$6
3111-F, G	Storage	176	\$86	8.5%	\$93	\$7

Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$261	8.5%	\$283	\$22
3009-F, G	Storage	180	\$87	8.5%	\$94	\$7
3011-F, G	Storage	190	\$92	8.5%	\$100	\$8
3019-F	Storage	190	\$92	8.5%	\$100	\$8
3023-F	Storage	180	\$87	8.5%	\$94	\$7
3027-F, G	Storage	176	\$86	8.5%	\$93	\$7
3031-F, G	Storage	176	\$86	8.5%	\$93	\$7
3035-E	Storage	363	\$176	8.5%	\$191	\$15
3039-A, I	Storage	537	\$261	8.5%	\$283	\$22
3107-J, K	Storage	180	\$87	8.5%	\$94	\$7
3109-F	Storage	155	\$76	8.5%	\$82	\$6
3111-F, G	Storage	176	\$86	8.5%	\$93	\$7

RESOLUTION 915

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 2022-2023

WHEREAS, Resolution 513, the Board of Directors approved a Memorandum of Understanding between the District and the Santa Maria Public District Employees' Association which adopted, among other things, an Employee Relations Policy ("Employee Relations Policy") and established a process for recognition of employee organizations: and

WHEREAS, the District employees have elected not to exercise their rights to form a recognized employee organization as that term is defined in the Employee Relations Policy; and

WHEREAS, the Board of Directors wishes to establish salaries and provide for salary increases for District employees.

BE IT THEREFORE RESOLVED, by the Board of Directors of the Santa Maria Public Airport District as follows:

1. Affected employees shall receive an 8.5% (eight-point five percent) cost of living increase based on the Consumer Price Index, all items 1982-84=100, Los Angeles-Long Beach-Anaheim, for all Urban Consumers (CPI) effective July 1, 2022, reflected in new monthly salary ranges as follows:

GENERAL MANAGER

STEP:	a	b	c	d	e
SALARY:	\$12,397	\$13,017	\$13,668	\$14,351	\$15,068

MANAGER OF FINANCE AND ADMINISTRATION

STEP:	a	b	c	d	e
SALARY:	\$7,337	\$7,706	\$8,090	\$8,495	\$8,920

MANAGER OF OPERATIONS AND MAINTENANCE

STEP:	a	b	c	d	e
SALARY:	\$7,705	\$8,090	\$8,495	\$8,920	\$9,366

RESOLUTION 915

OPERATIONS SUPERVISOR

STEP:	a	b	c	d	e
SALARY:	\$6,445	\$6,768	\$7,106	\$7,461	\$7,834

MAINTENANCE SUPERVISOR

STEP:	a	b	c	d	e
SALARY:	\$6,445	\$6,768	\$7,106	\$7,461	\$7,834

FOREMAN

STEP:	a	b	c	d	e
SALARY:	\$5,847	\$6,139	\$6,446	\$6,768	\$7,106

MAINTENANCE WORKER III

STEP	a	b	c	d	e
SALARY:	\$5,247	\$5,510	\$5,785	\$6,074	\$6,378

MAINTENANCE WORKER II

STEP:	a	b	c	d	e
SALARY:	\$4,776	\$5,014	\$5,265	\$5,528	\$5,805

MAINTENANCE WORKER I

STEP:	a	b	c	d	e
SALARY:	\$4,155	\$4,363	\$4,581	\$4,810	\$5,050

RESOLUTION 915

AIRPORT MAINTENANCE WORKER I

STEP:	a	b	c	d	e
SALARY:	\$3,206	\$3,367	\$3,535	\$3,712	\$3,898

AIRPORT MAINTENANCE WORKER II

STEP:	a	b	c	d	e
SALARY:	\$3,494	\$3,669	\$3,852	\$4,045	\$4,247

AIRPORT MAINTENANCE WORKER III

STEP:	a	b	c	d	e
SALARY:	\$3,910	\$4,106	\$4,311	\$4,527	\$4,753

AIRPORT MAINTENANCE WORKER IV

STEP:	a	b	c	d	e
SALARY:	\$4,191	\$4,401	\$4,621	\$4,852	\$5,095

OPERATIONS OFFICER

STEP:	a	b	c	d	e
SALARY:	\$4,400	\$4,621	\$4,852	\$5,095	\$5,349

ADMINISTRATIVE ASSISTANT

STEP:	a	b	c	d	e
SALARY:	\$4,792	\$5,031	\$5,284	\$5,547	\$5,825

RESOLUTION 915

ADMINISTRATIVE SECRETARY

STEP:	a	b	c	d	e
SALARY:	\$4,649	\$4,882	\$5,126	\$5,382	\$5,651

RECEPTIONIST/SECRETARY

STEP:	a	b	c	d	e
SALARY:	\$3,789	\$3,979	\$4,178	\$4,387	\$4,606

ACCOUNTING CLERK

STEP:	a	b	c	d	e
SALARY:	\$4,123	\$4,329	\$4,546	\$4,773	\$5,011

ACCOUNTING TECHNICIAN II

STEP:	a	b	c	d	e
SALARY:	\$4,928	\$5,174	\$5,432	\$5,704	\$5,990

PASSED AND ADOPTED at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held May 12th, 2022, on Motion of Director _____, Seconded by _____ and carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Carl Engel Jr., President

Hugh Rafferty, Secretary



Santa Maria Public Airport District

Board of Directors Meeting

May 12, 2022

Air Service Update

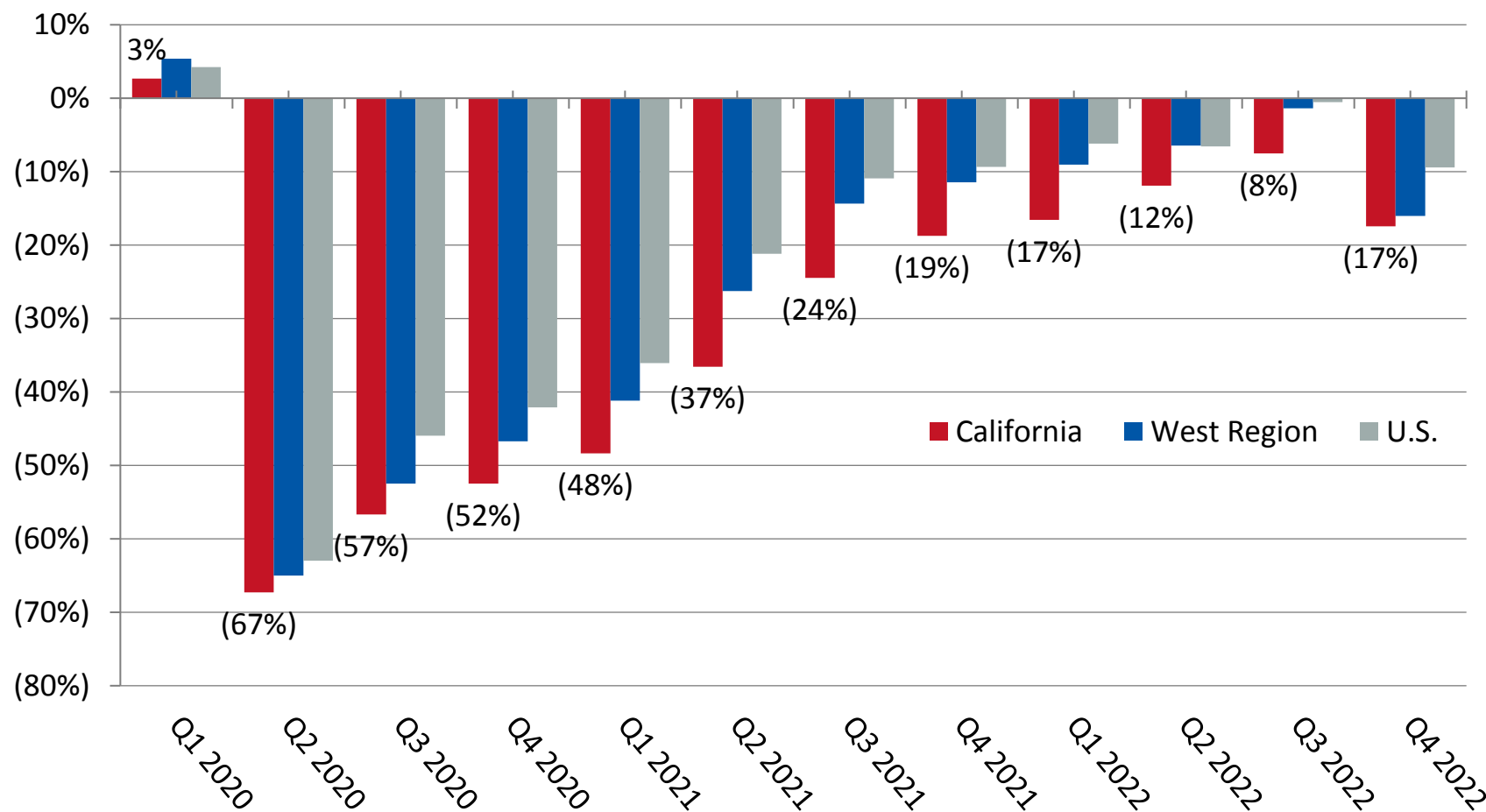
- Primary trends impacting current SMX air service efforts
 - Continued reduced scheduled seat capacity
 - Rising jet fuel prices
 - Crew shortage
 - Fleet issues (reduced regional aircraft use and aircraft deliveries)
 - Air travel demand/health anxieties
 - Financial results
- Air service team actively pursuing air service



Domestic Capacity Remains Below 2019 – By Airport

Scheduled Domestic Seat Capacity

Base Year 2019

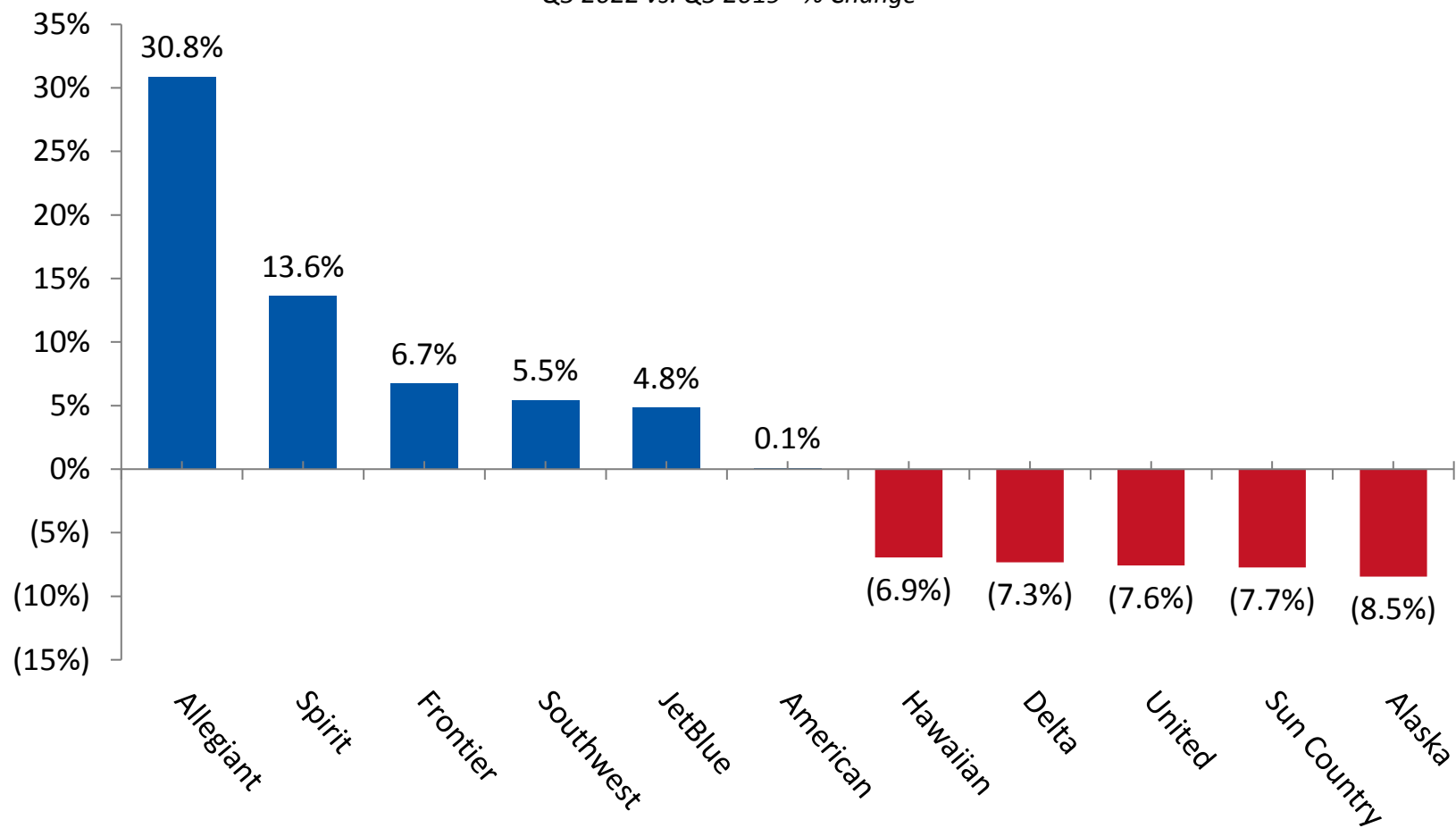


- Q3 2022 scheduled domestic capacity is 8% below 2019 capacity for California.
- The West region is only 1% below 2019 and less than 1% nationwide.
- With aircraft delivery delays and parking of fleets during the pandemic, it's unlikely in the near term to return to 2019 levels.
- SMX down 17% for Q3 2022 vs. Q3 2019.

Domestic Capacity Remains Below 2019 – By Airline

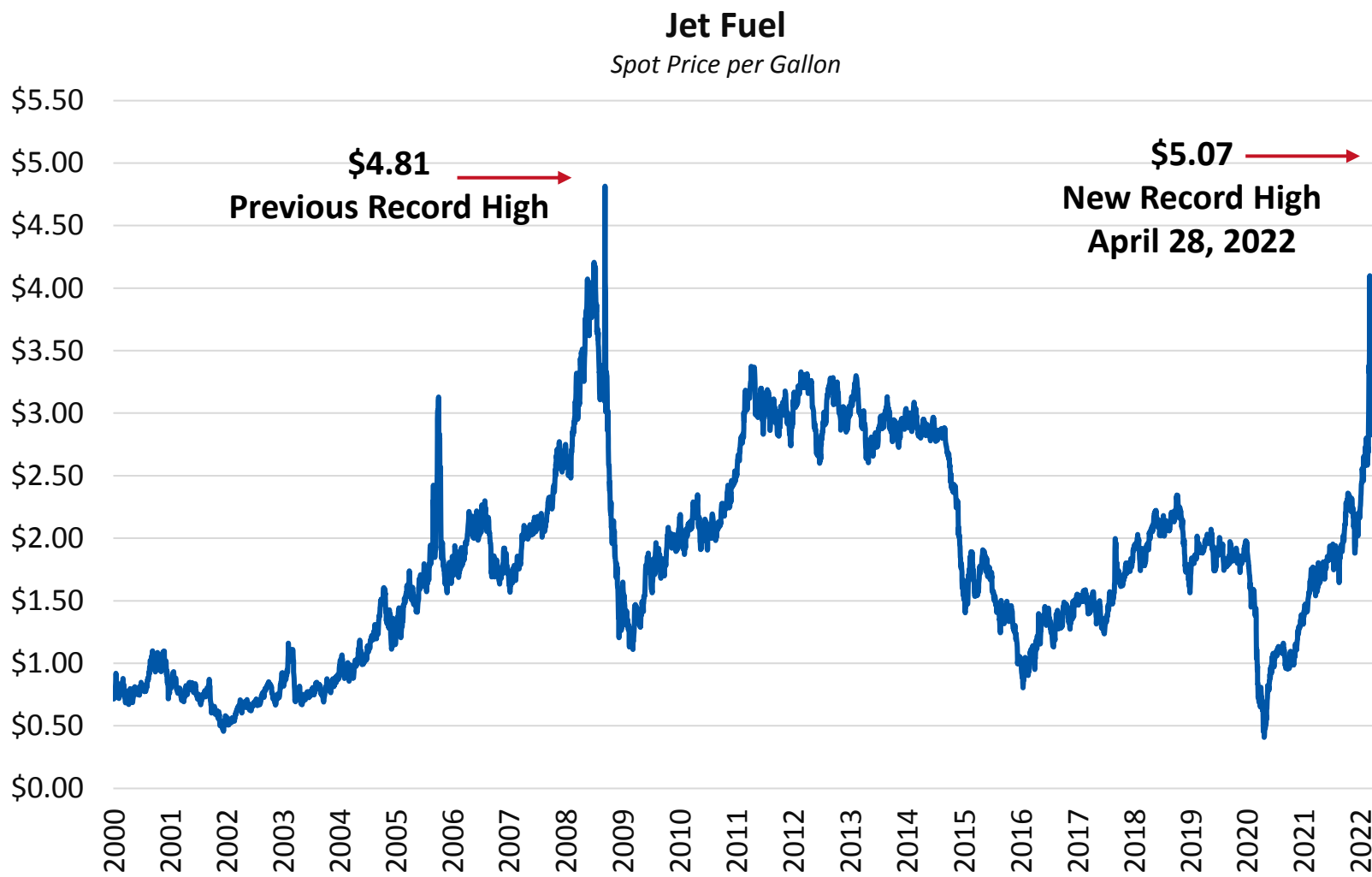
Scheduled Domestic Seat Capacity

Q3 2022 vs. Q3 2019 - % Change



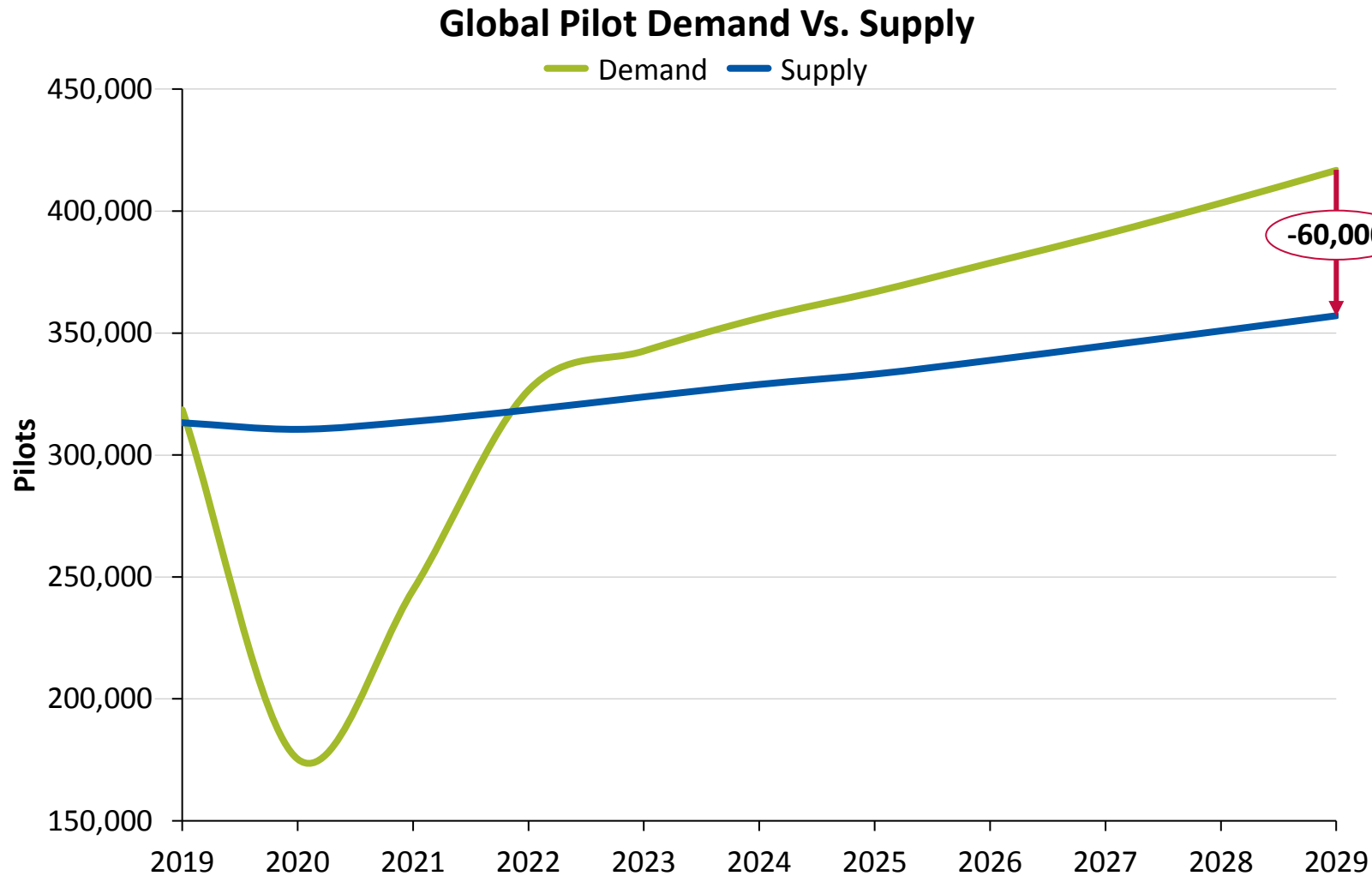
- Ultra-low-cost carriers lead domestic capacity growth.
- Legacy airlines scheduled to remain below 2019 capacity.
- More severe reductions possible for Q4 2022 due to pilot shortage.

Jet Fuel Hits All-Time High



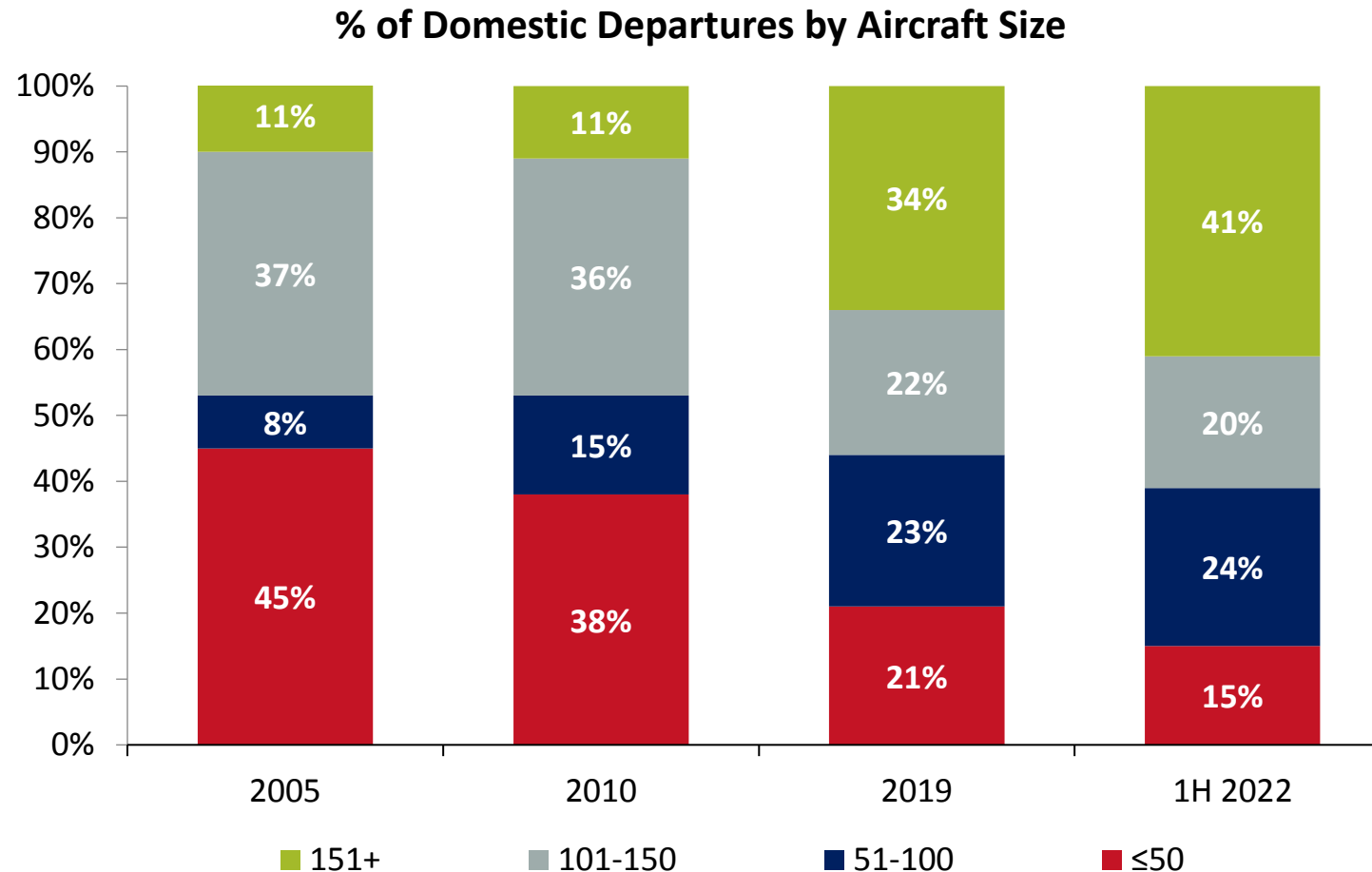
- Spot price per gallon hit a new record high in late April.
- From January 2020 (\$1.93) to April 28, 2022 (\$5.07), fuel prices increased 162%.
- The price of oil is a significant determinant of capacity growth.

Lack of Airline Pilots



- By 2029, globally, it is estimated that the aviation industry will be short ~60,000 pilots.
- In 2022, North America is projected to be short ~9,400 pilots.
- Shortage brought on by voluntary reductions, retirements, job changes and employer shutdowns.

Use of Smaller Aircraft Continues to Decline

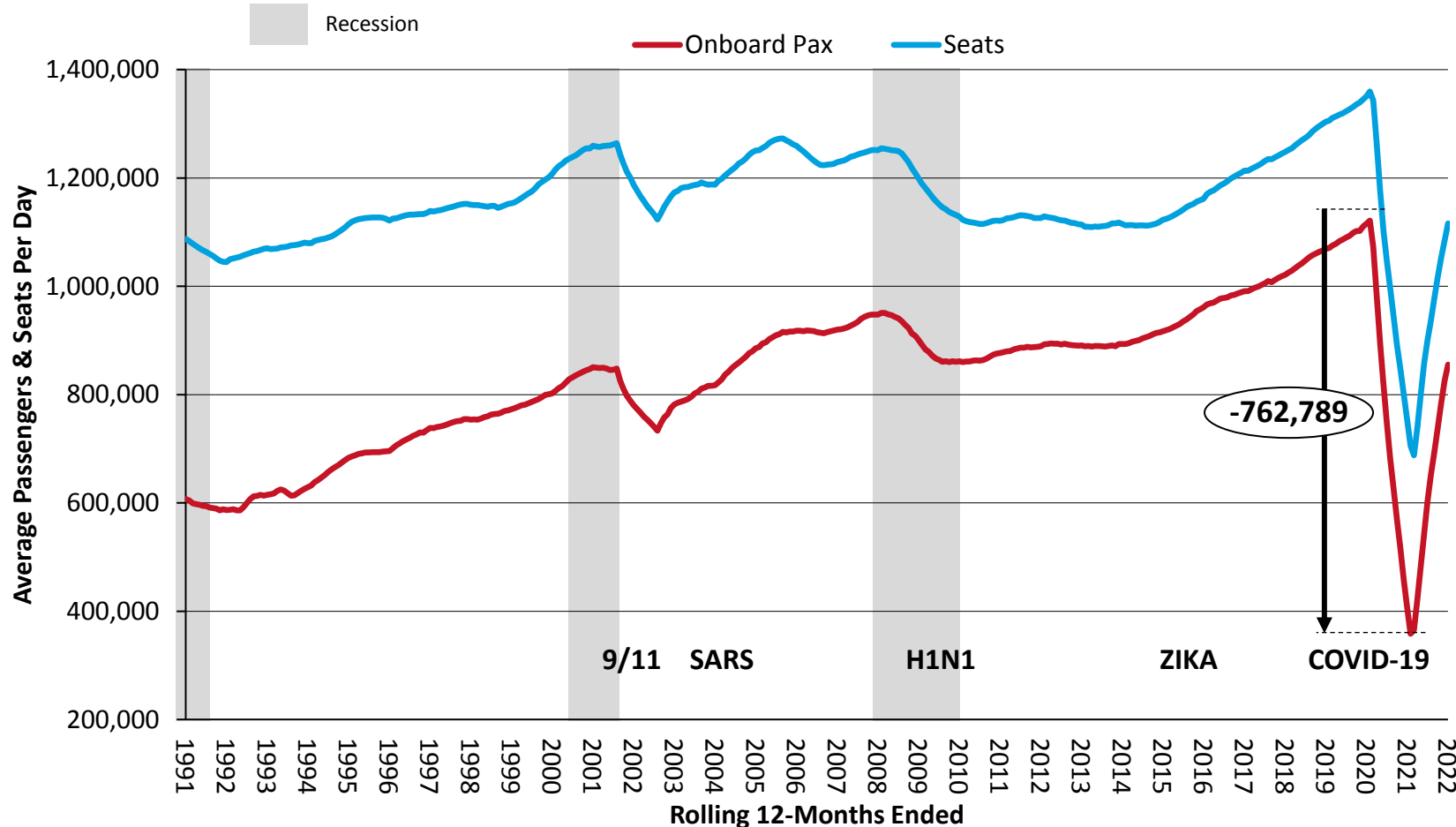


- Use of small regional jets (with 50 seats or less) continues to decrease.
- Air carriers are deploying larger aircraft; the fastest-growing segment are planes with 151+ seats per departure.
- Pilot shortage has led to airlines using higher gauge aircraft where possible to maintain capacity but reduce required pilot hours.
- Bigger aircraft require more passengers per departure.

Total Air Travel Demand Improving but Still Down

U.S. Domestic Passengers & Seats

Average Non-Directional Passengers & Seats Per Day

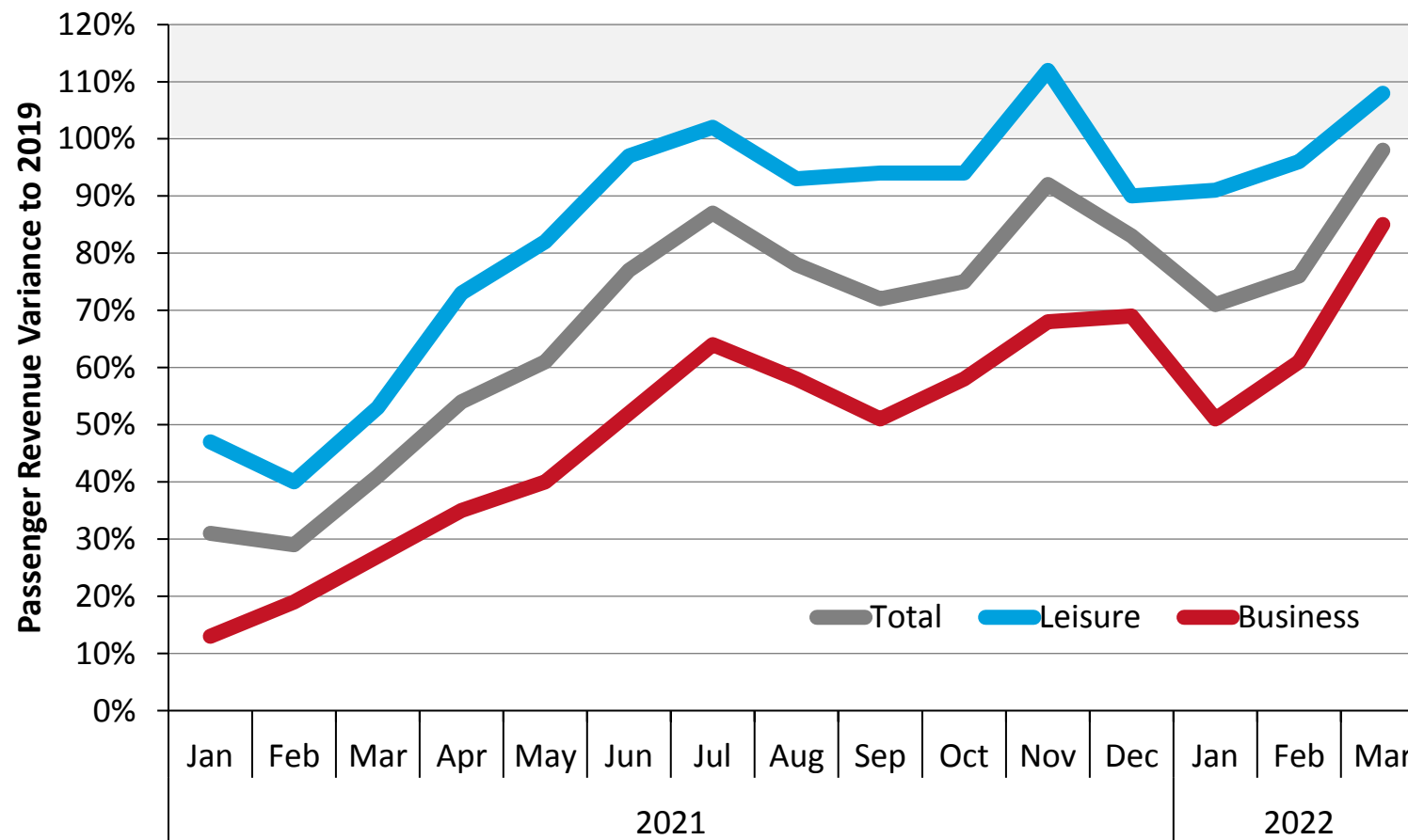


- The pandemic reset passenger counts to pre-1991 levels.
- Maximum average daily passengers to minimum decreased by ~763k daily passengers.
- In 2021, passenger and seat capacity showed improvement over 2020.
- In 2022, TSA passenger throughout has been within ~10% of 2019 levels.

Business Travel Demand Also Improving

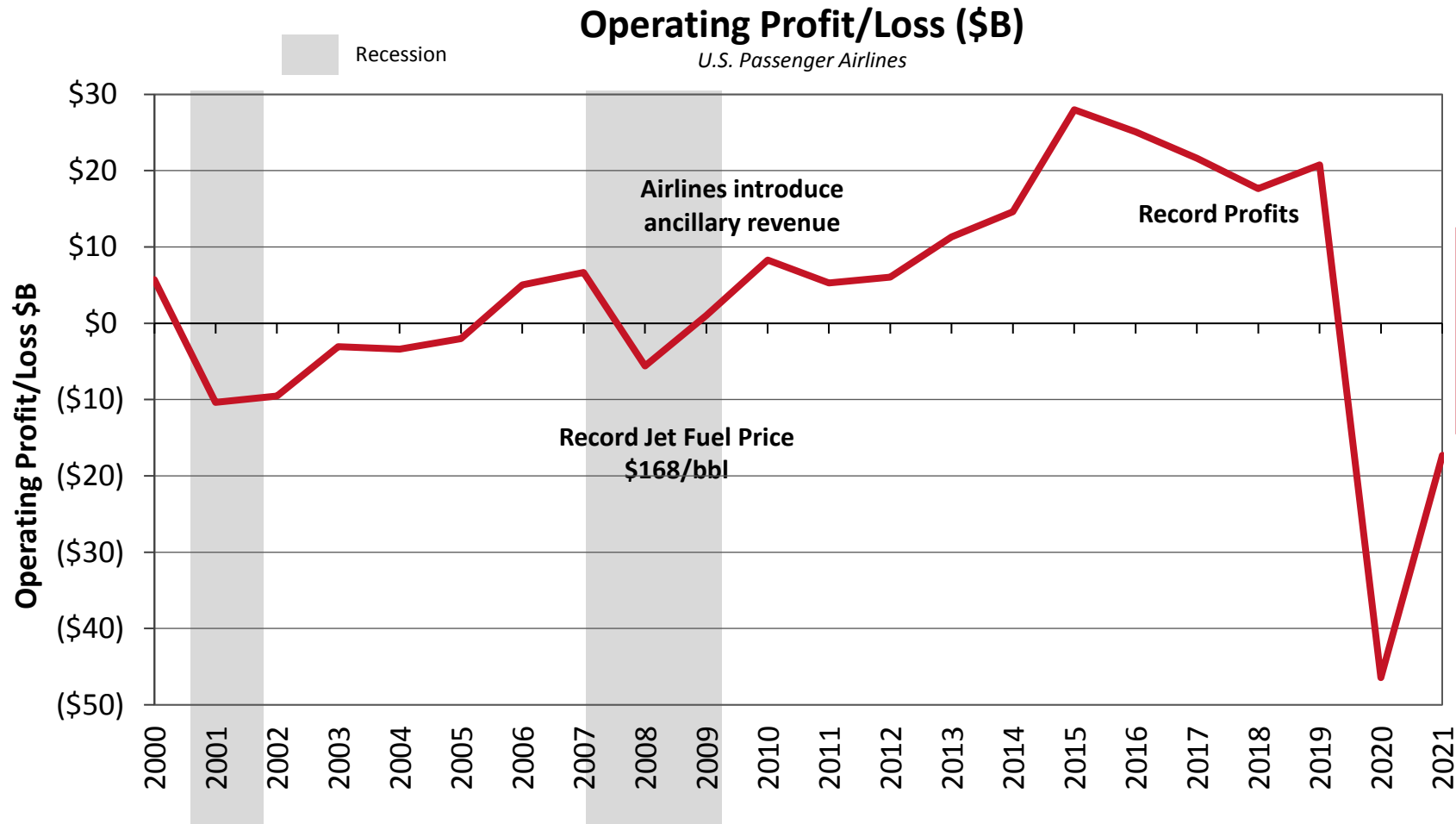
Passenger Revenue: Business vs. Leisure Travel

2021/2022 vs 2019 by Month – American Airlines



- Pre-pandemic, the typical airline revenue split was 75% business and 25% leisure.
- While leisure revenue neared or exceeded 2019 levels since June 2021, business travel revenue continues to lag but recovered to 85% of 2019 in March 2022 for AA.
- Airlines can “survive” on leisure travel revenue, but it will be difficult to grow and return to pre-pandemic flying without business travel revenue.

Health of the U.S. Airline Industry



- The U.S. airline industry enjoyed over 10 years of profitability before COVID-19.
- 2021 operating losses were \$17 billion, a big improvement from the \$47B loss in 2020 but still down dramatically from 2019.
- U.S. economy retraction/potential recession looms – Wells Fargo predicts 30% chance by end of 2023.

Air Service Team – Air Service Development Progress

Despite these hurdles, the SMX air service team has aggressively pursued air service.

- **Market analyses**
 - True Market Estimate (CY 2021 - in progress)
 - True Visitation Estimate (CY 2019, CY 2020 and CY 2021)
 - Vacation Destination Analysis (CY 2021 - in progress)
- **Industry conferences**
 - Allegiant Airports Conference (2021)
 - Mead & Hunt Air Service Conference
 - 2022: 5 airline meetings
 - 2021 (virtual): 6 airline meetings
 - Routes Americas
 - 2022: 6 airline meetings
 - 2021: 5 airline meetings
- **Airline headquarters meetings**
 - American Airlines 2021 (virtual)
 - SkyWest Airlines 2021
 - United Airlines 2022 (canceled due to increased COVID cases in January)
- **Incentive plan**
 - SCASDP extension granted
 - Support letters from American, SkyWest and United
 - 7th extension – likely new record!
- **Other**
 - Responded to Breeze Airways RFP (2021)
 - Conference call with aha! and follow-up market overview provided (2022)

Recent Airline Communication

Airline	Comments
Alaska Airlines (AS)	<ul style="list-style-type: none"> - Last meeting = Feb. 2022; Target markets = Portland (PDX) and Seattle (SEA) - Strong SBA/SBP performance, ahead of expectations - Currently focused on building back their 2019 frequencies and retiring Q400 aircraft - No new markets adds likely in 2022/2023
Allegiant Air (G4)	<ul style="list-style-type: none"> - Last meeting = Mar. 2022; Existing service to LAS; previous service to AZA (Nov 2020-Apr 2022) and PDX (Apr-Nov 2021) - Pilot shortage cited as primary cause for reduced LAS service - Poor performance on AZA and PDX led to the cessation of service, with load factors in 2021 to AZA averaging 38% (71% market average) and PDX 37% (60% market average)
American Airlines (AA)	<ul style="list-style-type: none"> - Last meeting = Feb. 2022; Target market = Phoenix (PHX) - Primary focus is to return SBA/SBP services back to pre-pandemic levels before consideration of adding SMX - Strong support by some AA staff but staff turnover has been an obstacle
Delta Air Lines (DL)	<ul style="list-style-type: none"> - Last meeting = Mar. 2022; Target market = Salt Lake City (SLC) - Ceased SBA service in July 2020 due to pandemic; service has not been reinstated despite strong loads
SkyWest Airlines (OO)	<ul style="list-style-type: none"> - Last meeting = St. George Headquarters Nov. 2021; Target market = San Francisco (SFO) as UA codeshare - Severe pilot shortage has led OO to petition for EAS exit; likely no new pro-rate markets in 2022/2023 - Not currently operating pro-rate with AA or AS; UA previously rejected OO request due to their own interest in SMX

Recent Airline Communication

Airline	Comments
United Airlines (UA)	<ul style="list-style-type: none"> - Last meeting = Feb. 2022; Target markets = San Francisco (SFO) and Denver (DEN) - Significant pilot shortage on the regional side causing focus on existing markets - Once pilot issue is mitigated, hoping to add new markets in 2023 - Remain very interested in serving SMX; headquarters meeting recommended this summer/fall
Other Airlines	<ul style="list-style-type: none"> - Avelo Airlines (XP): last meeting Mar. 2022; new entrant air carrier operating out of Burbank (BUR); XP is interested in Central Coast as they add additional West Coast focus cities - Breeze Airways (MX): last meeting Mar. 2022; new entrant air carrier with operations on the West coast beginning in June 2022; familiar with Central Coast and SMX with staff previously from G4 - Hawaiian Airlines (HA): last meeting Feb. 2022; HA continues to look at new market opportunities with aircraft deliveries anticipated in 2023; expressed interest in the Central Coast - JetSuiteX (JSX): last meeting Feb. 2022; operate from FBOs; planning significant growth; good introduction - Southwest Airlines (WN): last meeting Feb. 2022; SBA service performing very well to date; no opportunity at SMX as they are unlikely to operate dual operations in that proximity - Sun Country Airlines (SY): last meeting Mar. 2022; no immediate opportunity as LAS is already served but continued discussions are important to maintain communication

Air Service Development Next Steps – FY 2023

- Continue to maintain updated market analyses
 - Annual updates to true market and visitation/destination analyses
 - Updates to route forecasts when applicable
- Continue meeting with airlines as frequently as possible
 - Industry conferences
 - Routes World/TakeOff North America – Oct. 2022 (Las Vegas, NV)
 - Mead & Hunt Air Service Conference – Feb./Mar. 2023 (TBD)
 - Routes Americas – Mar. 2023 (Chicago, IL)
 - Allegiant Airports Conference – Spring 2023 (TBD)
 - JumpStart Air Service Development Conference – Jun. 2023 (TBD)
 - Headquarters meetings
 - Typically conducted in the Fall due to spring industry conferences
 - United Airlines = top priority followed by American Airlines, SkyWest Airlines and Alaska Airlines

Questions & Discussion – Thank You!

Trina Froehlich, CPA
Managing Director, Air Service Consulting
Phone: (541) 521-5962
trina.froehlich@meadhunt.com

REVOCABLE PERMIT AGREEMENT
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 12th day of May 2022;

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, 2022, to May 31, 2023, 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 12, 2021

Approved as to content
for District:

General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By _____
Carl Engel, President

Approved as to form
for District:

District Counsel

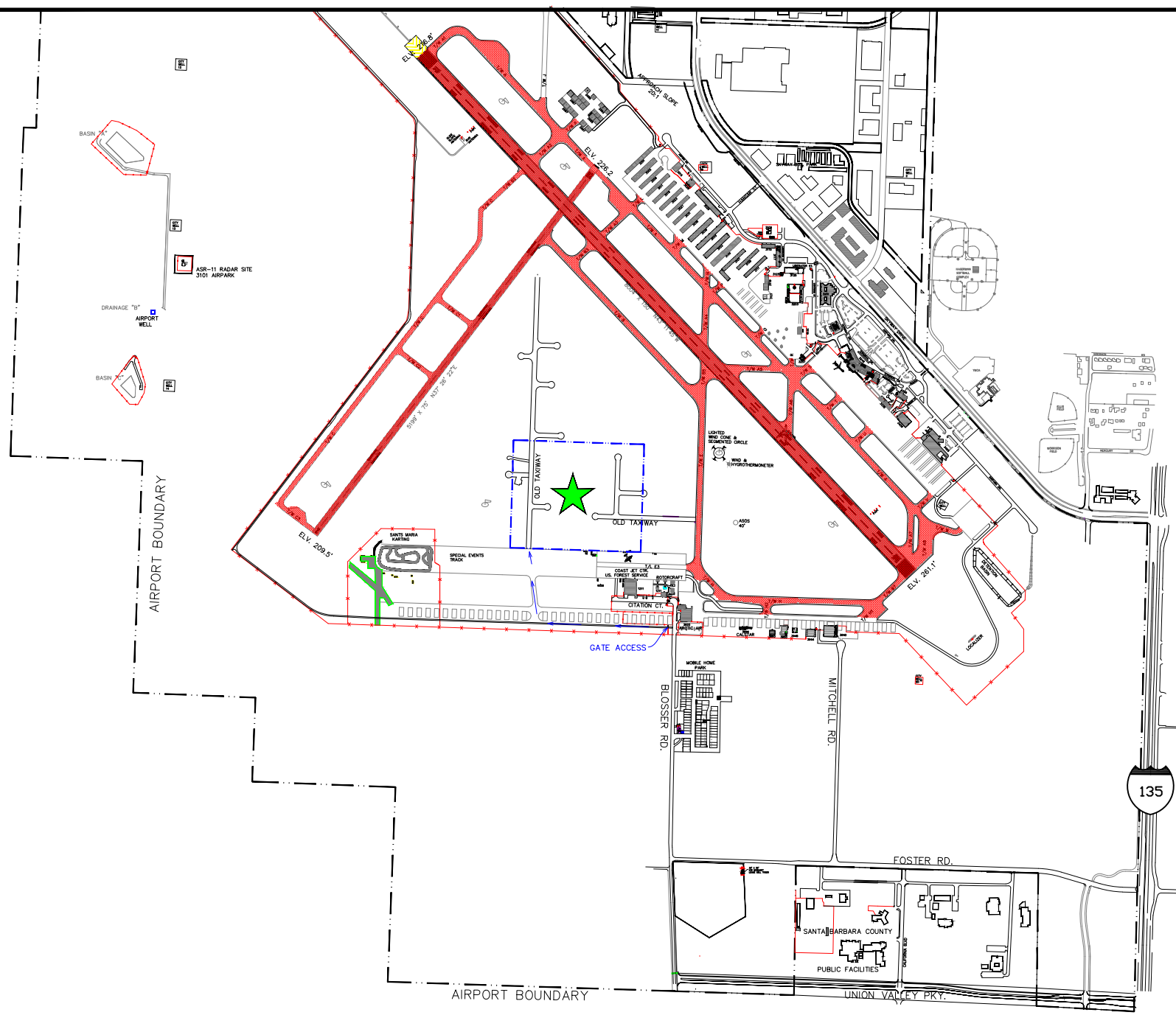
By _____
Hugh Rafferty, Secretary

SKYDIVE SANTA BARBARA LLC.

By _____
David Hughes, Member/Manager

REVISIONS	
DATE	By:
4/29/19	RH

DRAWING
SKYDIVE SANTA BARBARA, LLC
PAGE 1 OF 1



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 (I) 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 (I) 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 (I) 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 (I) 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 (I) 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 (I) 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 (I) 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.

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.**