



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

**Thursday  
May 14, 2020**

**Virtual Meeting  
Zoom Meeting: [zoom.us](https://zoom.us)  
Meeting ID: 858 2154 7494  
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: Adams, Brown, Rafferty, Engel, Baskett**

- 1. MINUTES OF THE REGULAR MEETING HELD APRIL 23, 2020.**
- 2. 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)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register**
  - b) Quarterly Investment Report**

5. **DISTRICT COUNSEL’S REPORT. (Joshua George and Natalie Frye Laacke)**
6. **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.

7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE THIRD AMENDMENT OF BUILDING SPACE LEASE BETWEEN THE DISTRICT AND ART-CRAFT PAINT, INC.**
9. **AUTHORIZATION FOR THE PRESIDENT AND GENERAL MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROOF REPAIR OF THE TERMINAL BUILDING OBSERVATION ROOF DECK.**
10. **AUTHORIZATION FOR THE PRESIDENT AND GENERAL MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROOF REPLACEMENT OF THE ADMINISTRATION DISTRICT OFFICE AND FIRE STATION.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIFTH AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND RICHARD N. MCKENZIE, DBA ARCHITECT’S CONSULTING SERVICE FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR ROOF REPAIR AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT.**
12. **DISCUSSION AND DIRECTION TO STAFF REGARDING RAUL MICHEL’S GRAZING LEASE.**
13. **DIRECTORS’ COMMENTS.**
14. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD APRIL 23, 2020

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

1. Review of Virtual Meeting Protocols.
2. MINUTES OF THE REGULAR MEETING HELD April 9, 2020. Director Baskett made a Motion to approve the minutes of the regular meeting held April 9, 2020. Director Brown Seconded and it was carried by the following roll call vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".
3. 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 is scheduled.
  - d) CITY & COUNTY LIAISON – No meeting is scheduled.
  - e) STATE & FEDERAL LIAISON – No meeting scheduled.
  - f) VANDENBERG LIAISON – No meeting scheduled.
  - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met and discussed future development plans.
4. GENERAL MANAGER'S REPORT. Mr. Hastert updated the board on the status of the office.
5. MANAGER OF FINANCE & ADMINISTRATION REPORT.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

  - a) Demand Register. The Demand Register, covering warrants 067813 through 067842 in the amount of \$145,941.42 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 the following roll call vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".
  - b) Budget to Actual. Received and filed.
  - c) Financial Statements. Received and filed.

6. DISTRICT COUNSEL'S REPORT. District Counsel Frye Laacke reported on the status of looking into whether the District could provide its own planning and environmental services for airport development.
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.

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Sean Kelleythorne requested to speak. He stated we are doing a great job on our Zoom meetings and asked that we keep posting the minutes.

8. Authorization for the General Manager to apply for and accept a CARES Act Grant through the FAA. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".
9. Discussion and direction to staff regarding use of funds available through CARES Act Grant. Discussion was held and direction was given to use for normal operating expenses.
10. Tuition reimbursement for Operations Officer, Carla Osborn. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".
11. DIRECTORS' COMMENTS: Directors Adams, Brown and Engel had no comment.  
  
Director Rafferty would like an update on AirFest at the next meeting.  
  
Director Baskett asked if we could look into energy independence.
12. ADJOURNMENT. President Adams asked for a Motion to adjourn to a Regular Meeting to be held on May 14, 2020 at 7:00 p.m. via a virtual meeting. Director Rafferty made that Motion, Director Brown Seconded and it was carried by the following roll call vote. Directors Adams, Brown, Rafferty, Engel and Baskett voted "Yes".

## ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:28 p.m. on April 23, 2020.

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Chuck Adams, President

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Hugh Rafferty, Secretary

**2019-2020**

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 067844 to 067894, and electronic payments on Pacific Premier Bank and in the total amount of \$363,685.78.

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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 067844 to 067894, and electronic payments on Pacific Premier Bank in the total amount of \$363,685.78 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.

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VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

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DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 14, 2020.

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HUGH RAFFERTY  
SECRETARY

## Santa Maria Public Airport District

### Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 067844	4/24/2020	Carla Osborn	1,239.00	Reimbursement
* 067845	5/4/2020	American Assn of Airport Exec	450.00	Staff Education
* 067846	5/4/2020	ADB SAFEGATE Americas LLC	104.32	Lighting & Nav Aid Maint.
* 067847	5/4/2020	Alpha Fire Corporation	1,515.00	Annual Fire Spinkler Insp.
* 067848	5/4/2020	American Industrial Supply	10.01	Lighting & Nav Aid Maint.
* 067849	5/4/2020	AT&T	827.67	Phone Service
* 067850	5/4/2020	Bedford Enterprises, Inc.	262.74	Trash Removal
* 067851	5/4/2020	Berchtold Equipment Company	513.38	Heavy Equip Maint - Mechanical
* 067852	5/4/2020	BMI PacWest	413.17	Buildg. Maint. - Terminal
* 067853	5/4/2020	Boyer's Diesel	180.00	Heavy Equipment Maint.
* 067854	5/4/2020	California Airports Council	750.00	Annual Dues
* 067855	5/4/2020	Coast Networx	265.00	Computer Support
* 067856	5/4/2020	City of Guadalupe	50,077.32	Security Service
* 067857	5/4/2020	City of Santa Maria	400.52	Water Invoice
* 067858	5/4/2020	City of Santa Maria-Util Div	3,983.36	Water Invoices
* 067859	5/4/2020	Clark Pest Control	916.00	Pest Control - Terminal & Adm.
* 067860	5/4/2020	Earthbound Electric, Inc	5,833.50	Airfield Lighting Regulator
* 067861	5/4/2020	The Gas Company	832.33	Utilities
* 067862	5/4/2020	Ray Heath	3,575.20	Consulting Service
* 067863	5/4/2020	MarTeeny Designs	275.00	Web Page Maint.
* 067864	5/4/2020	Mead & Hunt, Inc.	1,867.50	Air Service Consulting
* 067865	5/4/2020	Mission Uniform Service	289.00	Uniform Service
* 067866	5/4/2020	Econ Alliance	5,000.00	Planning and Marketing
* 067867	5/4/2020	Frontier Communications	760.92	Telephone Service
* 067868	5/4/2020	Napa Auto Parts	185.10	Auto parts
* 067869	5/4/2020	Quadient Finance	42.01	Postage
* 067870	5/4/2020	Pathpoint	1,220.58	Airport Maintenance Service
* 067871	5/4/2020	Principal Financial Group	2,754.51	Dental, Life, Disability, Visi
* 067872	5/4/2020	QTPod	14,490.00	Building Maintenance - FBO
* 067873	5/4/2020	Veroneka Reade	34.89	Office Supplies Reimbursement
* 067874	5/4/2020	S Lombardi & Assoc., Inc.	12,382.38	Airport Advertising
* 067875	5/4/2020	Unity Courier Service	435.63	Tenant Refund
* 067876	5/4/2020	Verizon Wireless	926.89	Cell Phones
* 067877	5/4/2020	Work World America, Inc	146.67	Safety Equipment
* 067878	5/4/2020	Xerox Financial Services	521.03	Copier Lease
067879	5/8/2020	Chuck Adams	600.00	Directors Fees
067880	5/8/2020	Bartlett, Pringle & Wolf	211.50	Computer Support
067881	5/8/2020	Bomar Security & Investigation	3,914.94	Security Service
067882	5/8/2020	Clark Pest Control	330.00	Pest Control - Terminal & Adm.
067883	5/8/2020	Comcast	1,093.72	Cable/Internet /Digital Voice
067884	5/8/2020	Carl Engel, Jr.	400.00	Directors Fees

## Santa Maria Public Airport District

### Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
067885	5/8/2020	Frontier Communications	1,191.34	Telephone Service
067886	5/8/2020	Hayward Lumber Company	41.42	MHP - Maintenance
067887	5/8/2020	J B Dewar, Inc	402.87	Fuel Expense - Gas/Diesel
067888	5/8/2020	Mission Uniform Service	144.50	Uniform Service
067889	5/8/2020	Hugh Rafferty	200.00	Directors Fees
067890	5/8/2020	ReadyRefresh by Nestle	95.70	Water Delivery
067891	5/8/2020	Safety-Kleen	467.06	Solvent
067892	5/8/2020	Western Tree Service	9,940.00	Debri removal along fence line
067893	5/8/2020	Craig Roof Co.	214,172.10	Admin Bldg & Terminal Observation Roof Deck
067894	5/8/2020	G3 LLC	17,000.00	District portion of EIR Addeneum
			<u>363,685.78</u>	
	4/28/2020	CalPERS	5,221.30	Retirement
	4/30/2020	Paychex	24,987.26	Payroll
	4/30/2020	CalPERS	15,005.30	Health Insurance
	4/29/2020	Card ServiceCenter	1,131.34	Business Travel & Enter.
	4/29/2020	Card ServiceCenter	891.31	Business Travel & Enter.
	4/29/2020	Card ServiceCenter	2,627.32	Business Travel & Enter.
	4/29/2020	Card ServiceCenter	608.96	Business Travel & Enter.
	5/1/2020	Mass Mutual	3,828.96	Employee Paid Retirement
	5/1/2020	Paychex	5,151.09	Payroll Taxes
	5/4/2020	Card ServiceCenter	1,229.60	
	5/8/2020	Pacific Gas & Electric Company	7,341.39	Terminal/Admin./Main Hangar
	5/8/2020	Pacific Gas & Electric Company	4,531.65	Terminal/Admin./Main Hangar
		Subtotal	<u>72,555.48</u>	
		Total	<u><u>436,241.26</u></u>	

\* Approved by one Director





Pooled Money Investment Account

Portfolio as of 03-31-20

## PAR VALUES MATURING BY DATE AND TYPE

### Maturities in Millions of Dollars

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
TREASURY	\$ 1,200	\$ 1,900	\$ 1,750	\$ 5,750	\$ 3,350	\$ 3,350	\$ 2,200	\$ 2,800	\$ 6,500	\$ 14,800	\$ 2,500		
REPO													
TDs	\$ 1,479	\$ 824	\$ 1,194	\$ 453	\$ 761	\$ 622							
AGENCY	\$ 3,500	\$ 4,500	\$ 3,525	\$ 4,115	\$ 1,577	\$ 1,200	\$ 1,645	\$ 698	\$ 600	\$ 1,118	\$ 550	\$ 50	\$ 125
CP	\$ 3,300	\$ 2,900	\$ 850	\$ 1,275	\$ 550	\$ 700	\$ 500	\$ 96					
CDs + BNs	\$ 3,800	\$ 2,600	\$ 1,750	\$ 2,350	\$ 450	\$ 1,550	\$ 1,100	\$ 400	\$ 100				
CORP BND													
TOTAL													
\$ 98,907	\$ 13,279	\$ 12,724	\$ 9,069	\$ 13,943	\$ 6,688	\$ 7,422	\$ 5,445	\$ 3,994	\$ 7,200	\$ 15,918	\$ 3,050	\$ 50	\$ 125
PERCENT	13.4%	12.9%	9.2%	14.1%	6.8%	7.5%	5.5%	4.0%	7.3%	16.1%	3.1%	0.1%	0.1%

Notes:

1. SBA Floating Rate Securities are represented at coupon change date.
2. Mortgages are represented at current book value.
3. Figures are rounded to the nearest million.
4. Does not include AB55 and General Fund loans.



# State of California

## Pooled Money Investment Account

### Market Valuation

### 3/31/2020

Description		Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1*	United States Treasury:				
	Bills	\$ 12,823,871,548.59	\$ 12,920,450,177.77	\$ 12,994,847,000.00	NA
	Notes	\$ 33,119,951,799.65	\$ 33,113,778,380.29	\$ 33,687,518,000.00	\$ 140,637,607.00
1*	Federal Agency:				
	SBA	\$ 525,135,261.64	\$ 525,135,261.64	\$ 522,232,337.71	\$ 880,056.18
	MBS-REMICs	\$ 18,063,052.24	\$ 18,063,052.24	\$ 19,088,647.00	\$ 84,337.25
	Debentures	\$ 2,105,162,090.64	\$ 2,105,042,298.98	\$ 2,132,896,450.00	\$ 10,524,714.25
	Debentures FR	\$ -	\$ -	\$ -	\$ -
	Debentures CL	\$ 925,000,000.00	\$ 925,000,000.00	\$ 929,988,750.00	\$ 3,544,917.00
	Discount Notes	\$ 17,515,361,340.24	\$ 17,575,787,257.02	\$ 17,620,985,750.00	NA
1*	Supranational Debentures	\$ 714,280,614.68	\$ 714,249,336.90	\$ 721,116,650.00	\$ 2,940,049.25
1*	Supranational Debentures FR	\$ 200,158,861.65	\$ 200,158,861.65	\$ 200,117,030.04	\$ 608,243.35
2*	CDs and YCDs FR	\$ 300,000,000.00	\$ 300,000,000.00	\$ 299,053,000.00	\$ 292,521.92
2*	Bank Notes	\$ 500,000,000.00	\$ 500,000,000.00	\$ 500,078,465.32	\$ 4,119,416.67
2*	CDs and YCDs	\$ 13,300,000,000.00	\$ 13,300,000,000.00	\$ 13,305,153,219.71	\$ 66,002,000.01
2*	Commercial Paper	\$ 10,115,069,047.16	\$ 10,145,768,286.22	\$ 10,145,738,569.17	NA
1*	Corporate:				
	Bonds FR	\$ -	\$ -	\$ -	\$ -
	Bonds	\$ -	\$ -	\$ -	\$ -
1*	Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1*	Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
	Time Deposits	\$ 5,331,990,000.00	\$ 5,331,990,000.00	\$ 5,331,990,000.00	NA
	AB 55 & GF Loans	\$ 624,194,000.00	\$ 624,194,000.00	\$ 624,194,000.00	NA
	<b>TOTAL</b>	<b>\$ 98,118,237,616.49</b>	<b>\$ 98,299,616,912.71</b>	<b>\$ 99,034,997,868.95</b>	<b>\$ 229,633,862.88</b>

Fair Value Including Accrued Interest

\$ 99,264,631,731.83

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & 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 (1.007481015).  
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 \$20,149,620.31 or \$20,000,000.00 x 1.007481015.

SANTA MARIA PUBLIC AIRPORT DISTRICT  
STATEMENT OF LAIF ACCOUNT ACTIVITIES

For Quarter Ending March 31, 2020

LAIF	
BEGINNING BALANCE LAIF (12/31/19)	<u>\$3,454,751.71</u>
TRANSFERS OF EXCESS FUNDS TO LAIF	
PREVIOUS QUARTER'S INTEREST POSTED LAIF	<u>\$21,747.27</u>
TRANSFERS IN FROM DISTRICT GENERAL FUND	<u>\$300,000.00</u>
ENDING BALANCE LAIF	<u>\$3,776,498.98</u>
INTEREST EARNED DURING CURRENT QUARTER LAIF	<u>\$18,350.44</u>

**Note: LAIF was earning 2.03% as of 03/31/20**

# California State Treasurer

## *Fiona Ma, CPA*



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

May 08, 2020

[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 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2020	1/14/2020	QRD	1628958	N/A	SYSTEM	21,747.33
1/24/2020	1/24/2020	RD	1630736	N/A	VERONEKA READE	300,000.00

### Account Summary

Total Deposit:	321,747.33	Beginning Balance:	3,454,751.71
Total Withdrawal:	0.00	Ending Balance:	3,776,499.04

# California State Treasurer

## Fiona Ma, CPA



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

May 08, 2020

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SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER  
3217 TERMINAL DRIVE  
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

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**Account Number:** 80-42-001

February 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
2/28/2020	2/27/2020	RW	1633004	N/A	VERONEKA READE	-150,000.00

### Account Summary

Total Deposit:	0.00	Beginning Balance:	3,776,499.04
Total Withdrawal:	-150,000.00	Ending Balance:	3,626,499.04

# California State Treasurer

## *Fiona Ma, CPA*



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

May 08, 2020

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SANTA MARIA PUBLIC AIRPORT DISTRICT

CONTROLLER  
3217 TERMINAL DRIVE  
SANTA MARIA, CA 93455

[Tran Type Definitions](#)

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**Account Number:** 80-42-001

March 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/25/2020	4/23/2020	QRDA	1639646	N/A	SYSTEM	-0.06

### Account Summary

Total Deposit:	-0.06	Beginning Balance:	3,626,499.04
Total Withdrawal:	0.00	Ending Balance:	3,626,498.98

SANTA MARIA PUBLIC AIRPORT DISTRICT

STATEMENT OF PACIFIC PREMIER INVESTMENT ACCOUNT ACTIVITIES

For Quarter Ending March 31, 2020

Pacific Premeier	
BEGINNING BALANCE PACIFIC PREMIER BANK (12/31/19)	<u>\$3,202,484.80</u>
PREVIOUS QUARTER'S INTEREST POSTED PACIFIC PREMIER BANK	<u>\$18,923.48</u>
Deposits	
ENDING BALANCE HERITAGE OAKS	<u>\$3,221,408.28</u>

**Note: Pacific Premier was earning 1.96967% as of 03/31/20**



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

Page 1 of 1  
Branch 041  
Account Number: 4108097100  
Date 01/31/2020  
EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	1/01/20	3,202,484.80
Deposits / Misc Credits	1	7,059.99
Withdrawals / Misc Debits	0	.00
** Ending Balance	1/31/20	3,209,544.79 **
Service Charge		.00
Interest Paid Thru 1/31/20		7,059.99
Interest Paid Year To Date		7,059.99
Average Collected Balance		3,202,484
Average Rate / Cycle Days		2.60000 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
1/31	7,059.99		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
1/31	3,209,544.79				



<b>ENTER NAME AND CORRECT ADDRESS BELOW, THEN CUT OFF THIS PORTION AND RETURN IT TO THE ADDRESS BELOW</b>		CHECKING ACCOUNT NUMBER:	
		IF YOU HAVE ANY OTHER ACCOUNTS, PLEASE LIST BELOW.	
NAME		TYPE	ACCOUNT NUMBER
NAME			
STREET ADDRESS			
CITY			
STATE	ZIP CODE		
TAX PAYER'S IDENTIFYING NO.	PHONE		
SIGNATURE			

CHECK / ATM / DEBIT WITHDRAWALS OUTSTANDING					
DATE OR #	AMOUNT	DATE OR #	AMOUNT	DATE OR #	AMOUNT
				TOTAL \$	

CHECKBOOK RECONCILIATION	
ENTER BALANCE THIS STATEMENT	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)	
SUBTOTAL	
SUBTRACT TOTAL CHECKS / ATM WITHDRAWALS OUTSTANDING	
BALANCE	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:  
Interest - Add | Check Printing\* - Deduct | Automatic Payment - Deduct | Transfer - Add | Service Charge - Deduct

As a consumer, additional information on a summary of your rights and responsibilities is included in the Deposit Account Agreement and Information Brochure. To report a lost or stolen card during non-business hours, call (866) 353-1476.

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

Page 1 of 1  
Branch 041  
Account Number: 4108097100  
Date 02/28/2020

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	2/01/20	3,209,544.79
Deposits / Misc Credits	1	6,493.82
Withdrawals / Misc Debits	0	.00
** Ending Balance	2/29/20	3,216,038.61 **
Service Charge		.00
Interest Paid Thru 2/29/20		6,493.82
Interest Paid Year To Date		13,553.81
Average Collected Balance		3,209,544
Average Rate / Cycle Days		2.55103 / 29

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
2/28	6,493.82		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
2/28	3,216,038.61				

<b>ENTER NAME AND CORRECT ADDRESS BELOW, THEN CUT OFF THIS PORTION AND RETURN IT TO THE ADDRESS BELOW</b>		CHECKING ACCOUNT NUMBER:	
		IF YOU HAVE ANY OTHER ACCOUNTS, PLEASE LIST BELOW.	
NAME		TYPE	ACCOUNT NUMBER
NAME			
STREET ADDRESS			
CITY			
STATE	ZIP CODE		
TAX PAYER'S IDENTIFYING NO.	PHONE		
SIGNATURE			

<b>CHECK / ATM / DEBIT WITHDRAWALS OUTSTANDING</b>						<b>CHECKBOOK RECONCILIATION</b>	
<b>DATE OR #</b>	<b>AMOUNT</b>	<b>DATE OR #</b>	<b>AMOUNT</b>	<b>DATE OR #</b>	<b>AMOUNT</b>		
					<b>TOTAL \$</b>		
BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows: Interest - Add   Check Printing* - Deduct   Automatic Payment - Deduct   Transfer - Add   Service Charge - Deduct							

<b>ENTER</b> BALANCE THIS STATEMENT	
<b>ADD</b> RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)	
<b>SUBTOTAL</b>	
<b>SUBTRACT</b> TOTAL CHECKS / ATM WITHDRAWALS OUTSTANDING	
<b>BALANCE</b>	

As a consumer, additional information on a summary of your rights and responsibilities is included in the Deposit Account Agreement and Information Brochure. To report a lost or stolen card during non-business hours, call (866) 353-1476.

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

Page 1 of 1  
Branch 041  
Account Number: 4108097100  
Date 03/31/2020

EM

BUSINESS MONEY MARKET

Acct 4108097100

Summary of Activity Since Your Last Statement

Beginning Balance	3/01/20	3,216,038.61
Deposits / Misc Credits	1	5,369.67
Withdrawals / Misc Debits	0	.00
** Ending Balance	3/31/20	3,221,408.28 **
Service Charge		.00
Interest Paid Thru 3/31/20		5,369.67
Interest Paid Year To Date		18,923.48
Average Collected Balance		3,216,038
Average Rate / Cycle Days		1.96967 / 31

Deposits and Credits

Date	Deposits	Withdrawals	Activity Description
3/31	5,369.67		INTEREST EARNED

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/31	3,221,408.28				

<b>ENTER NAME AND CORRECT ADDRESS BELOW, THEN CUT OFF THIS PORTION AND RETURN IT TO THE ADDRESS BELOW</b>		CHECKING ACCOUNT NUMBER:	
		IF YOU HAVE ANY OTHER ACCOUNTS, PLEASE LIST BELOW.	
NAME		TYPE	ACCOUNT NUMBER
NAME			
STREET ADDRESS			
CITY			
STATE	ZIP CODE		
TAX PAYER'S IDENTIFYING NO.	PHONE		
SIGNATURE			

CHECK / ATM / DEBIT WITHDRAWALS OUTSTANDING					
DATE OR #	AMOUNT	DATE OR #	AMOUNT	DATE OR #	AMOUNT
					TOTAL \$

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:  
Interest - Add | Check Printing\* - Deduct \ Automatic Payment - Deduct \ Transfer - Add | Service Charge - Deduct

CHECKBOOK RECONCILIATION	
ENTER <div>BALANCE THIS STATEMENT</div>	
ADD <div>RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)</div>	
SUBTOTAL	
SUBTRACT <div>TOTAL CHECKS / ATM WITHDRAWALS OUTSTANDING</div>	
BALANCE	

PLEASE REPORT ANY ERRORS OR OMISSIONS WITHIN 30 DAYS, OTHERWISE, STATEMENT WILL BE CONSIDERED CORRECT AND CHECKS GENUINE. ALL DEPOSITS AND CREDITS ARE SUBJECT TO FINAL PAYMENT.

☐ Accounted for bank charges? ☐ Verified additions and subtractions in your checkbook ☐ Compared cancelled/images checks to checkbook ☐ Compared deposit amounts on statement to your checkbook?

As a consumer, additional information on a summary of your rights and responsibilities is included in the Deposit Account Agreement and Information Brochure. To report a lost or stolen card during non-business hours, call (866) 353-1476.

As a consumer, additional information on a summary of your rights and respon  
To report a lost or stolen card during non-business hours, call (866) 353-1476.

REVOCABLE PERMIT AGREEMENT  
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 6th day of May 2020;

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, 2020, to May 31, 2021 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 14, 2020**

Approved as to content  
for District:

\_\_\_\_\_  
General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By \_\_\_\_\_  
Chuck Adams, President

Approved as to form  
for District:

\_\_\_\_\_  
District Counsel

By \_\_\_\_\_  
Hugh Rafferty, Secretary

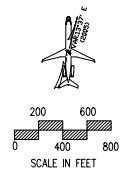
SKYDIVE SANTA BARBARA LLC.

By \_\_\_\_\_  
David Hughes, Member/Manager

  
MOVEMENT AREA

  
SKYDIVE LANDING AREA

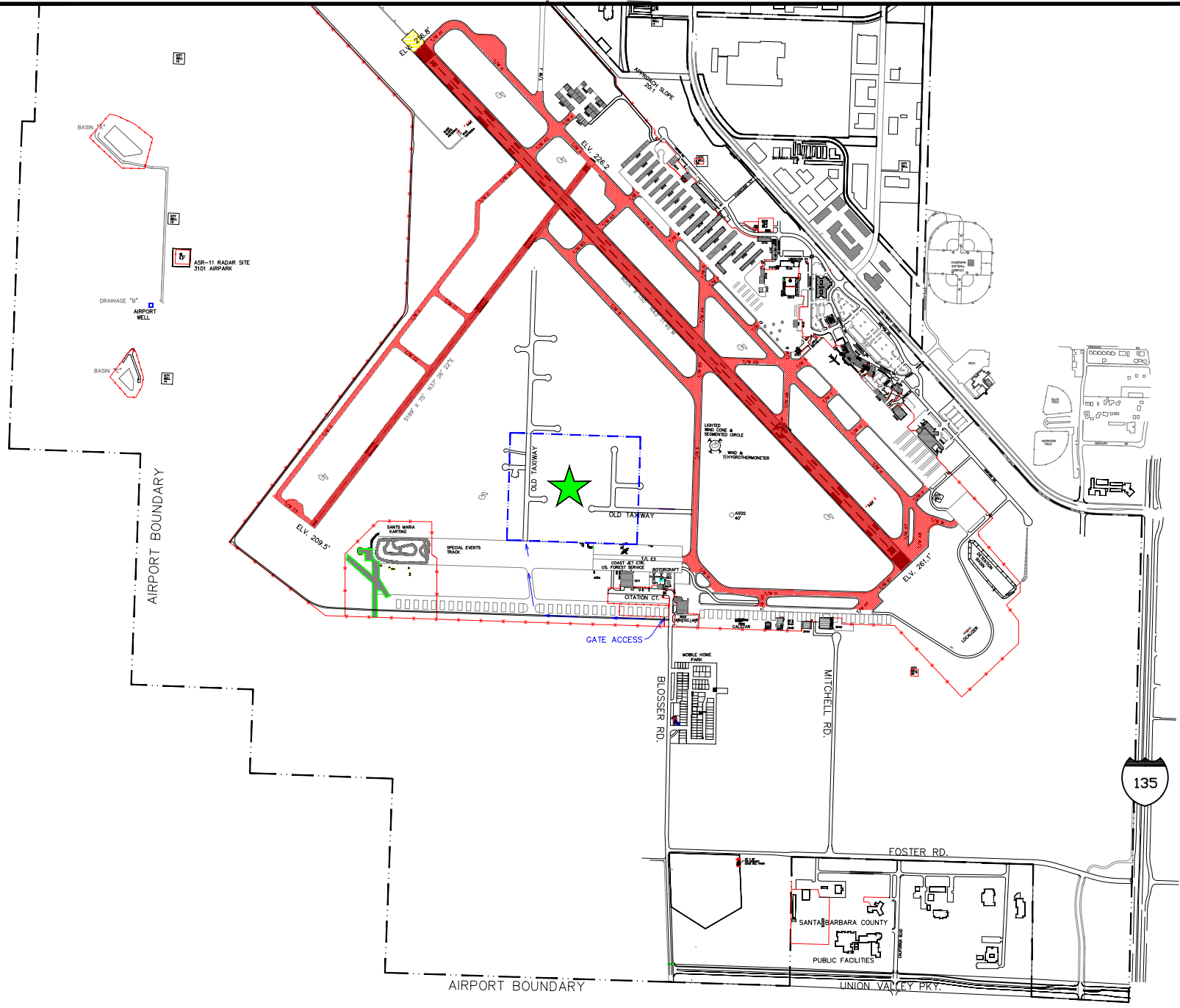
SKYDIVE  
SANTA BARBARA, LLC.  
REVOCABLE PERMIT  
AGREEMENT



DRAWN BY:  
RAY HEATH

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:

<b>Tandem 1</b>	<b>Video</b>	<b>AFP</b>
<b>\$99.00</b>	<b>\$40.00</b>	<b>\$90.00</b>

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.

\*Initial

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

\*Initial

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

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

**JUMPER: (Please Print Neatly)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Witness: \_\_\_\_\_

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

THIRD AMENDMENT OF BUILDING SPACE LEASE  
(ART-CRAFT PAINT, INC.)

RE: THIS LEASE, dated February 23, 2012, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California, and ART-CRAFT PAINT, INC., a California corporation, (herein called "Tenant").

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and ART-CRAFT PAINT, INC. ("Lessee") agree to amend the above-referenced Lease, effective June 1, 2020 as follows:

1(d) "Leased Premises" or "Premises" is amended to include additional space consisting of a portion of the Main Hangar located at 3203 Lightning Street at the Airport shown on the diagram attached hereto marked "Exhibit A", consisting of Suite 104 for a total of 406 additional square feet of shop space.

4(a) Monthly Rent. Tenant shall pay an additional \$134 per month for the added space. Total monthly rent due to the District is \$9,623 per month.

All other terms and conditions of the Lease, as amended, shall remain in full force and effect.

Dated: May 14, 2020

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

\_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Chuck Adams, President

Approved as to form for District:

\_\_\_\_\_  
District Counsel

By: \_\_\_\_\_  
Hugh Rafferty, Secretary

LESSEE: ART-CRAFT PAINT, INC.

By: \_\_\_\_\_  
Teresa Arredondo, President



May 14, 2020

**Item 9**  
5-14-20

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

**Subject: Change Order #1 Roof Project – Terminal Building**

This item is no longer needed, see attached letter from project manager (architect) showing completion prior to the contractual date of 10-31-2019

# ARCHITECT'S CONSULTING SERVICE

Member of The American Institute of Architects

*Richard McKenzie Architect*

April 1, 2020

Santa Maria Public Airport District  
Chris Hastert, General Manager  
3217 Terminal Drive  
Santa Maria, CA 93445

Re: Substantial Completion of the Terminal Building Observation Decks Re-Roof Project.

Mr. Chris Hastert,

The Contractor, Craig Roofing Company Inc. has reached Substantial Completion prior to his contractual date of 10-31-2019 and has completed all roofing membrane items and has one outstanding punchlist item of railings to be completed.

I will process his 90% pay request and hold back his 10% Retention pay request until acceptance of the completed railing assembly.

The roof membrane work by Craig Roofing Company Inc. is in accordance with the Bid set of plans and specifications. It has been inspected by the roof manufacturer for acceptance and the Manufacturer has issued a 20 year, no dollar limit labor and material warranty.

Sincerely,

*Richard McKenzie*

Richard McKenzie, AIA



May 14, 2020

**Item 10**  
**5-14-20**

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

**Subject: Change Order #1 Roof Project – Fire Station and Administration Buildings**

This item is no longer needed, see attached letter from project manager (architect) showing completion prior to the contractual date of 10-31-2019



# ARCHITECT'S CONSULTING SERVICE

Member of The American Institute of Architects

*Richard McKenzie Architect*

April 1, 2020

Santa Maria Public Airport District  
Chris Hastert, General Manager  
3217 Terminal Drive  
Santa Maria, CA 93445

Re: Final Completion of Fire Station and District Administration Office Roof Replacement Project.

Mr. Chris Hastert,

The Contractor, Craig Roofing Company Inc. has reached Final Completion prior to his contractual date of 10-31-2019 and has completed all punchlist items.

I will process the Contractors 90% completion payment application along with his 10% release of retention.

The work by Craig Roofing Company Inc. is in accordance with the Bid set of plans and specifications. It has been inspected by the roof manufacturer for acceptance and the Manufacturer has issued a 20 year, no dollar limit labor and material warranty.

Sincerely,

*Richard McKenzie*

Richard McKenzie, AIA

FIFTH AMENDMENT OF SERVICE AGREEMENT  
ARCHITECT DESIGN AND CONSTRUCTION ADMINISTRATION FOR  
ROOF REPAIR AT THE  
SANTA MARIA PUBLIC AIRPORT DISTRICT

RE: By this Agreement, dated April 11, 2016 between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and RICHARD N. MCKENZIE, A PROFESSIONAL ARCHITECTURAL CORPORATION dba ARCHITECT'S CONSULTING SERVICE, (herein called "Architect"), District hires Architect to perform, and Architect agrees to perform, the professional Architect services described below, subject to the following terms, conditions and provisions:

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and ARCHITECT'S CONSULTING SERVICE ("Architect") agree to amend the Agreement effective September 26, 2019 as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services is extended from December 31, 2019N to June 30, 2020.

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

Dated: May 14, 2020

DISTRICT:

Approved as to content for District

SANTA MARIA PUBLIC AIRPORT DISTRICT

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Chuck Adams, President

Approved as to form for District

\_\_\_\_\_  
Hugh Rafferty, Secretary

\_\_\_\_\_  
District Counsel

ARCHITECT'S CONSULTING SERVICE:

\_\_\_\_\_  
Richard N. McKenzie, President