



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

**Thursday
May 25, 2023**

**Administration Building
Airport Boardroom
6:00 P.M.**

**REGULAR MEETING
A G E N D A**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

1. MINUTES OF THE REGULAR MEETING HELD MAY 11, 2023

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) Budget to Actual
- c) Financial Statements

5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)

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 will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **PRESENTATION BY TRINA FROEHLICH, MEAD & HUNT, INC. REGARDING AIR SERVICE DEVELOPMENT EFFORTS AT THE SANTA MARIA AIRPORT.**
8. **PRESENTATION BY JOHN SMITH, TARTAGLIA ENGINEERING, REGARDING THE CAPITAL IMPROVEMENT PLAN.**
9. **RESOLUTION 926. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2023-2024 UNDER CALIFORNIA CONSTITUTION ARTICLE XIII B (AS AMENDED) AND IMPLEMENTING STATUTES.**
10. **ADOPTION OF RESOLUTION 927. A RESOLUTION OF THE GOVERNING BODY OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS.**
11. **REVIEW AND APPROVAL OF THE BUDGET FOR FISCAL YEAR 2023-2024.**
12. **The Consent Calendar is approved by ROLL CALL VOTE on one Motion. These items are read only on request of Board members.**

The following items are presented for Board approval without discussion as a single agenda item in order to expedite the meeting. **SHOULD ANYONE WISH TO DISCUSS OR DISAPPROVE ANY ITEM**, it must be dropped from the blanket Motion of approval and be considered as a separate item.

It is the recommendation of staff that the Board receives, and file and/or approve the following leases and agreements or other routine items and authorize the President and Secretary to execute them:

- a) **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE AAAE ACCREDITATION ACADEMY TO BE HELD JULY 9TH-14TH, 2023, IN DENVER, CO.**
- b) **AUTHORIZATION FOR TWO STAFF MEMBERS TO ATTEND THE SWAAAE SUMMER CONFERENCE TO BE HELD JULY 23RD-26TH, 2023, IN PHOENIX, AZ.**
- c) **AUTHORIZATION FOR TWO STAFF MEMBERS TO ATTEND THE TAKEOFF NORTH AMERICA AIR SERVICE DEVELOPMENT CONFERENCE TO BE HELD AUGUST 13TH-15TH, 2023, IN ATLANTIC CITY, NJ.**
- d) **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE AIRPORTS COUNCIL INTERNATIONAL-NORTH AMERICA ANNUAL CONFERENCE TO BE HELD SEPTEMBER 30TH- OCTOBER 3RD, 2023, IN LONG BEACH, CA.**

- e) **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE CALPERS EDUCATIONAL FORUM TO BE HELD OCTOBER 2ND-4TH, 2023, IN LOS ANGELES, CA.**
 - f) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE LICENSE AGREEMENT BETWEEN THE DISTRICT AND VALLEY ART GALLERY.**
 - g) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
 - h) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONSENT TO SUBLEASE BETWEEN THE DISTRICT AND GRESSER, INC. TO SUBSIDIARIES OF GRESSER INC., JDB PRO INC., DBA CENTRAL WEST PRODUCE.**
 - i) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONSENT TO SUBLEASE BETWEEN THE DISTRICT AND JDB PRO INC. TO SUNLIFE FARM, INC.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH CHANNEL ISLAND ROOFING IN THE AMOUNT OF \$34,790.00 FOR ROOF REPAIRS FROM WIND DAMAGE TO THE BUILDING LOCATED AT 3203 LIGHTNING STREET, SANTA MARIA, CA 93455.**
14. **CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):**
- a) **Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (Two cases).**
 - b) **Conference with Legal Counsel-Anticipated Litigation (Paragraph (4) of subdivision (d) of Gov. Code Section 54956.9) Initiation of litigation: (Two Cases).**
 - c) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States Bankruptcy Court Central District of California – Northern Division Case No. 9:22-bk-10011-RC.**
 - d) **Public Employee Performance Evaluation (Government Code Section 54957) Title: Public Affairs/Communications Manager**
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 11, 2023

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

1. MINUTES OF THE REGULAR MEETING HELD April 13, 2023. Director Adams made a Motion to approve the minutes of the regular meeting held April 13, 2023. Director Moreno Seconded and it was carried by a 5-0 vote. Director Baskett made a comment that he would like to see a more detailed account of public comments.
2. MINUTES OF THE REGULAR MEETING HELD April 27, 2023. Director Clayton made a Motion to approve the minutes of the regular meeting held April 27, 2023. Director Adams Seconded and it was carried by a 5-0 vote.
3. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – The committee met to discuss the upcoming budget.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
4. GENERAL MANAGER'S REPORT. General Manager Pehl met with RRM to discuss the Specific Plan update. He met with Planes of Fame to discuss the ongoing construction process and AirFest. He also met with CSDA to learn about new initiatives and there is a meeting set for May 12th to discuss Customs.
5. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 071488 through 071547 in the amount of \$517,894.69 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by a 5-0 vote.
6. DISTRICT COUNSEL'S REPORT. Nothing to report.

7. 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.

8. Resolution 924. A Resolution of the Board of Directors of the Santa Maria Public Airport District amending the rates and charges for fiscal year 2023-2024. Director Brown made a Motion to approve. Director Adams Seconded and discussion was held. Directors Baskett and Adams would like to see certain fees increased at a later date. The Resolution was carried by the following roll call vote. Directors Moreno, Adams, Baskett, Clayton, and Brown voted "Yes".
9. Resolution 925. 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 2023-2024. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Moreno, Adams, Baskett, Clayton, and Brown voted "Yes".
10. Resolution 926. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the appropriations subject to limitation for fiscal year 2023-2024 under California Constitution Article XIII B (As Amended) and implementing statutes. This item will be available to the public and will be adopted at the next meeting.
11. Authorization for the President and Secretary to execute the consent to sublease between the District and Gresser, Inc. to Sunlife Farm, Inc. This item was tabled until the next meeting.
12. Authorization for the Manager of Finance and Administration to add Martin Pehl, General Manager, and to remove Kerry Fenton, as an authorized signatory on the account at Pacific Premier Bank. Director Adams made a Motion to approve. Director Baskett Seconded and it was carried by a 5-0 vote.
13. CLOSED SESSION. At 6:20 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (Two cases).
 - b) Conference with Legal Counsel-Anticipated Litigation (Paragraph (4) of subdivision (d) of Gov. Code Section 54956.9) Initiation of litigation: (Two Cases).

- c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States Bankruptcy Court Central District of California – Northern Division Case No. 9:22-bk-10011-RC.

At 7:25 pm., the Board and staff reconvened to Open Public Session.

No reportable actions.

14. DIRECTORS' COMMENTS: Director Brown had no comment.

Director Moreno notified the Board of an upcoming tour of the airport for the Orcutt Academy Flying Club. He is trying to spark interest in aviation in the community.

Director Clayton commented on the ARFF contract. He would like to see progress being made to reduce the amount for the next fiscal year.

Director Baskett suggested Directors Brown and Adams resign for terminating his lease agreement with the District for no specific reason. He offered an alternative of apologizing at the next meeting, reversing their decision and paying back legal fees incurred.

Director Adams stated Mr. Baskett's hangar was terminated for being in breach of contract for unpaid legal fees associated with the hangar termination. He stated it was time Mr. Baskett took responsibility for his actions.

15. ADJOURNMENT. Director Moreno asked for a Motion to adjourn to a Regular Meeting to be held on May 25, 2023, at 6:00 p.m. at the regular meeting place. Director Moreno made that Motion, Director Clayton 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 7:30 p.m. on May 11, 2023.

Ignacio Moreno, President

David Baskett, Secretary

2022-2023

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 071548 to 071595 and electronic payments on Pacific Premier Bank and in the total amount of \$166,894.41.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 071548 to 071595 and electronic payments on Pacific Premier Bank in the total amount of \$166,894.41 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 25, 2023.

DAVID BASKETT
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71548	5/11/2023	Adams, Chuck	\$300.00	Director's Fees
* 71549	5/11/2023	American Industrial Supply	\$199.33	Vehicle Maintenance
* 71550	5/11/2023	Avsurance Corporation	\$6,961.30	Pollution Liability Insurance
* 71551	5/11/2023	Bomar Security & Investigation	\$4,852.13	Security Service
* 71552	5/11/2023	Boyer's Diesel	\$147.50	Vehicle Maintenance
* 71553	5/11/2023	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 71554	5/11/2023	Brown, Steve	\$200.00	Director's Fees
* 71555	5/11/2023	Comcast	\$1,304.15	Cable/Internet/Digital Voice
* 71556	5/11/2023	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 71557	5/11/2023	Jack's All American Plumbing	\$175.88	Backflow Assembly Test
* 71558	5/11/2023	Limotta Internet Technologies	\$1,539.70	Office Equipment
* 71559	5/11/2023	Mead & Hunt, Inc.	\$7,662.24	Airport Consulting Service
* 71560	5/11/2023	Pacific Telemanagement Services	\$230.92	Pay Phone Svcs - Terminal
* 71561	5/11/2023	S Lombardi & Assoc., Inc.	\$3,675.00	Airport Advertising
* 71562	5/11/2023	Santa Maria Valley Crop Service	\$5,124.59	Weed/Wildlife Abatement
* 71563	5/11/2023	Sousa Tire Service, LLC	\$187.92	Vehicle Maintenance
* 71564	5/11/2023	State Water Resources Control Board	\$1,283.65	Site Cleanup Program (Jan-March 2023)
* 71565	5/11/2023	Ultrex Business Solutions	\$4.31	Equipment Lease - Usage Charge
* 71566	5/11/2023	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 71567	5/11/2023	David K. Wolff Environmental, LLC	\$2,237.23	Environmental Consulting
* 71568	5/11/2023	Baskett, David	\$200.00	Director's Fees
* 71569	5/11/2023	Digital West	\$950.65	Network Services - Terminal
* 71570	5/11/2023	Moreno, Ignacio	\$200.00	Director's Fees
* 71571	5/11/2023	Sterling Communications	\$60.16	Vehicle Maintenance
* 71572	5/18/2023	AT&T	\$44.79	Telephone Service
* 71573	5/18/2023	Bomar Security & Investigation	\$2,739.00	Security Service
* 71574	5/18/2023	Cal-Coast Machinery, Inc	\$409.85	Vehicle Maintenance
* 71575	5/18/2023	City of Santa Maria	\$413.60	Construction Meter Fees
* 71576	5/18/2023	Comcast Business	\$2,205.77	Internet Service
* 71577	5/18/2023	De Lage Landen	\$106.37	Copier
* 71578	5/18/2023	Fence Factory	\$54.27	Fencing and Gates
* 71579	5/18/2023	Ferguson Enterprises, Inc.	\$727.54	Terminal Maintenance
* 71580	5/18/2023	Frontier Communications	\$233.82	Telephone Service
* 71581	5/18/2023	Grainger	\$207.85	Shop Supplies
* 71582	5/18/2023	J B Dewar, Inc	\$993.46	Unleaded/Diesel Fuel
* 71583	5/18/2023	McMaster-Carr	\$105.74	Terminal Maintenance
* 71584	5/18/2023	Mission Linen Service	\$273.14	Uniform Service
* 71585	5/18/2023	RRM Design Group	\$7,576.25	Bus. Park Spec. Plan Amendment
* 71586	5/18/2023	Safety-Kleen	\$253.04	Hangar Maintenance

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71587	5/18/2023	Smith's Alarms & Electronics Inc.	\$2,543.09	Annual Fire Alarm Inspection
* 71588	5/18/2023	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 71589	5/18/2023	Fidelity National Title Company	\$750.00	Report Fees
* 71590	5/18/2023	Gsolutionz, Inc.	\$545.22	iCloud Voice Services 3/22-4/22/23
* 71591	5/18/2023	Kennedy Communications	\$3,562.50	Consulting Services
* 71592	5/18/2023	Ubeo Business Services	\$295.00	Copier - Setup
* 71593	5/18/2023	Granite Construction	\$28,500.00	Taxiway Rehabilitation
* 71594	5/18/2023	Christensen, Grant	\$250.00	Tenant Refund
* 71595	5/18/2023	Gresser, Bryan	\$391.00	Tenant Refund
		Subtotal	<u>\$96,477.96</u>	
ACH	5/9/2023	Umpqua Bank	\$1,029.26	Credit Card Fees
ACH	5/9/2023	CalPers	\$6,077.88	Employee Retirement
ACH	5/9/2023	Empower Retirement	\$4,147.88	Employee Paid Retirement
ACH	5/11/2023	Paychex	\$29,242.78	Payroll
ACH	5/11/2023	CalPers	\$16,776.85	Employee Health Insurance
ACH	5/11/2023	Amazon Capital Services	\$1,906.27	Office Equipment, Amazon Membership
ACH	5/12/2023	Paychex	\$189.36	Paychex Invoice
ACH	5/12/2023	Paychex	\$8,522.86	Payroll Taxes
ACH	5/15/2023	Pacific Premier Bank	\$207.84	Analysis Activity
ACH	5/16/2023	The Gas Company	\$1,070.49	Utilities -Gas
ACH	5/16/2023	PG&E	\$1,164.32	Terminal/Hangar/Admin Electricity
ACH	5/18/2023	Ready Refresh	\$80.66	Water Delivery
		Subtotal	<u>\$70,416.45</u>	
		Total	<u><u>\$166,894.41</u></u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of April 30, 2023

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	21,531.39	75,000.00	(53,468.61)	(71.3 %)
61100-Tiedowns	21,341.50	22,583.34	(1,241.84)	(5.5 %)
61200-Fuel Flowage Fees	62,899.14	68,833.34	(5,934.20)	(8.6 %)
62000-T-Hangar	360,971.00	364,000.00	(3,029.00)	(.8 %)
62100-Corporate Hangar	244,324.00	235,000.00	9,324.00	4.0 %
62200-Owner Build Hangar	16,490.00	16,500.00	(10.00)	(.1 %)
63000-T-Hangar Storage	27,088.00	27,166.66	(78.66)	(.3 %)
64100-Main Hangar	108,960.00	108,916.66	43.34	.0 %
64200-Commercial Aviation	340,925.90	307,750.00	33,175.90	10.8 %
64300-Land Lease - Commercial Aviation	82,110.00	142,250.00	(60,140.00)	(42.3 %)
65000-Car Rental	160,155.06	149,416.66	10,738.40	7.2 %
65100-Terminal Space Lease	138,272.65	133,500.00	4,772.65	3.6 %
66100-Agricultural Lease	899,090.34	894,750.00	4,340.34	.5 %
66200-Non Aviation Land Leases	340,989.75	279,000.00	61,989.75	22.2 %
66300-Cell Tower Lease	50,500.00	51,166.66	(666.66)	(1.3 %)
66400-Mobile Home Parks	431,100.23	425,963.34	5,136.89	1.2 %
67000-Administrative Income	10,429.00	37,333.34	(26,904.34)	(72.1 %)
67200-Cares Grant	242,115.58	183,333.34	58,782.24	32.1 %
67205-BIL Grant	0.00	566,666.66	(566,666.66)	(100.0 %)
67210-Leo Reimbursement	2,160.00	10,750.00	(8,590.00)	(79.9 %)
68100-Airfest Ticket Sales	236,055.17	233,333.34	2,721.83	1.2 %
68150-Airfest Vendor Revenue	13,760.33	6,666.66	7,093.67	106.4 %
68200-Airfest Sponsorship	155,900.00	150,000.00	5,900.00	3.9 %
69100-Interest and Investment Earnings	79,770.61	20,333.34	59,437.27	292.3 %
69106-Land Sale	1,165,326.71	0.00	1,165,326.71	.0 %
69110-AIP Reimbursement	743,907.00	7,512,166.66	(6,768,259.66)	(90.1 %)
69120-PFC Revenue	46,621.80	60,833.34	(14,211.54)	(23.4 %)
69200-Tax Revenues	2,014,274.10	1,627,083.34	387,190.76	23.8 %
Total Income	8,017,069.26	13,710,296.68	(5,693,227.42)	(41.5 %)
80000-G&A	12,979.73	11,575.00	1,404.73	12.1 %
80001-MHP - Maintenance	24,465.32	25,016.66	(551.34)	(2.2 %)
80002-MHP - MHP Liability Insurance	11,203.95	9,336.66	1,867.29	20.0 %
80003-MHP - Property Management	23,500.00	23,500.00	0.00	.0 %
80004-MHP - Salaries/ Employee Related Expenses	101,719.70	90,434.16	11,285.54	12.5 %
80005-MHP - Utilities	182,705.24	144,350.00	38,355.24	26.6 %
80100-Salaries- Administration	354,069.79	391,916.66	(37,846.87)	(9.7 %)
80101-Salaries - Maintenance & Operations	393,527.83	392,916.66	611.17	.2 %
80102-Employee Benefits - Other	45,928.17	54,583.34	(8,655.17)	(15.9 %)
80104-Employee Benefits - Medical	203,312.42	211,250.00	(7,937.58)	(3.8 %)
80105-Medicare Tax	12,740.41	11,750.00	990.41	8.4 %
80106-PERS Retirement	211,398.94	240,250.00	(28,851.06)	(12.0 %)
81000-ARFF Services	673,422.00	750,000.00	(76,578.00)	(10.2 %)
81100-Electricity	162,972.21	155,833.34	7,138.87	4.6 %
81200-Natural Gas	14,439.95	9,416.66	5,023.29	53.3 %
81300-Water	56,171.40	60,750.00	(4,578.60)	(7.5 %)
81600-Communications	15,818.79	15,177.50	641.29	4.2 %
81601-Communications - Alarm	12,001.04	11,083.34	917.70	8.3 %
81602-Communications - Wireless	13,581.86	16,000.00	(2,418.14)	(15.1 %)
81603-Communications - Access Control	1,030.74	833.34	197.40	23.7 %
82400-Supplies Office	48,822.73	54,166.66	(5,343.93)	(9.9 %)
82410-Supplies Shop	34,342.29	35,000.00	(657.71)	(1.9 %)
82500-Fuel Expense	33,638.84	36,666.66	(3,027.82)	(8.3 %)
83000-Maintenance - Misc	10,815.21	14,083.34	(3,268.13)	(23.2 %)
83001-Maintenance - Lighting	25,403.21	18,750.00	6,653.21	35.5 %
83002-Maintenance - Generator	10,540.01	10,804.18	(264.17)	(2.4 %)
83003-Maintenance - Pavement	23,266.93	37,166.66	(13,899.73)	(37.4 %)
83004-Maintenance - Weed/Wildlife	34,101.71	42,725.00	(8,623.29)	(20.2 %)
83005-Maintenance - Fencing & Gates	8,047.22	14,166.66	(6,119.44)	(43.2 %)

83006-Maintenance - Building	58,043.76	75,000.02	(16,956.26)	(22.6 %)
83007-Maintenance - Fire Alarm	4,602.08	18,750.00	(14,147.92)	(75.5 %)
83008-Maintenance - Drainage	8,690.47	6,250.00	2,440.47	39.0 %
83100-Signs	20,312.16	19,166.66	1,145.50	6.0 %
84000-Equipment Lease	7,808.73	8,250.00	(441.27)	(5.3 %)
84500-Janitorial	113,356.80	104,916.68	8,440.12	8.0 %
84700-Landscaping	50,153.09	61,833.34	(11,680.25)	(18.9 %)
85000-Vehicle Maintenance	45,222.18	43,757.50	1,464.68	3.3 %
85400-Dues and Membership	72,407.00	59,500.00	12,907.00	21.7 %
86000-Advertising	84,587.66	83,991.66	596.00	.7 %
86001-Consulting - Admin	390,217.74	366,983.34	23,234.40	6.3 %
86002-Consulting Professional	305,236.09	378,715.00	(73,478.91)	(19.4 %)
86003-Consulting - Legal	245,283.90	226,778.34	18,505.56	8.2 %
86004-Consulting - Security	348,577.49	357,333.34	(8,755.85)	(2.5 %)
86005-Bank Fees	17,085.13	20,833.34	(3,748.21)	(18.0 %)
86015-Depreciation - Hangar Area	43,668.00	76,815.00	(33,147.00)	(43.2 %)
86025-Depreciation - Landing Area	718,434.00	1,270,833.34	(552,399.34)	(43.5 %)
86035-Depreciation - FBO	16,801.00	30,833.34	(14,032.34)	(45.5 %)
86045-Depreciation - Revenue Gen Land	188,779.00	196,666.68	(7,887.68)	(4.0 %)
86055- Depreciation - Terminal Area	171,192.00	319,166.68	(147,974.68)	(46.4 %)
86100-Depreciation - Administration	103,620.00	170,833.34	(67,213.34)	(39.3 %)
86200-Insurance	283,064.93	292,083.34	(9,018.41)	(3.1 %)
86500-Permits	11,028.50	9,416.66	1,611.84	17.1 %
86600-Education and Recognition	16,250.42	17,833.34	(1,582.92)	(8.9 %)
86700-Business Travel	60,501.77	69,750.00	(9,248.23)	(13.3 %)
86800-Fire Fighting Training	0.00	39,583.34	(39,583.34)	(100.0 %)
86900-Election Expense	24,191.46	20,159.16	4,032.30	20.0 %
87010-Real Estate Commission	108,234.27	90,195.00	18,039.27	20.0 %
87025-Rent Credit	8,680.00	8,635.84	44.16	.5 %
88001-Airfest Expense - Performers	118,504.43	98,753.34	19,751.09	20.0 %
88002-Airfest Expense - Gala/VIP Tent	162,260.16	135,216.66	27,043.50	20.0 %
88003-Airfest Expense Insurance	7,921.00	6,600.84	1,320.16	20.0 %
88004-Airfest Marketing	93,859.60	78,216.66	15,642.94	20.0 %
88005-Airfest Expense - Lodging	69,890.27	58,241.66	11,648.61	20.0 %
88007-Airfest Expense - Rental Cars	10,146.23	8,455.00	1,691.23	20.0 %
88008-Airfest Expense - Safety & Security	122,983.19	102,485.84	20,497.35	20.0 %
88009-Airfest Expenses- Miscellaneous	17,554.89	14,629.18	2,925.71	20.0 %
Total Expenses	<u>6,885,117.04</u>	<u>7,836,965.94</u>	<u>(951,848.90)</u>	<u>(12.1 %)</u>
Net Income	<u>1,131,952.22</u>	<u>5,873,330.74</u>	<u>(4,741,378.52)</u>	<u>(29.4 %)</u>

Santa Maria Public Airport District
Balance Sheet
As of April 30, 2023

Current Assets:

Cash and cash equivalents	9,015,157
Restricted - cash and cash equivalents	1,559,251
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(27,870)
Prepaid expenses and deposits	216,457
	<hr/>
Total current assets	10,770,995

Non-current assets:

Note receivable	166,218
Interest Receivable	0
Capital assets, not being depreciated	6,454,761
Depreciable capital assets	19,119,205
Deferred other post-employment benefits outflows	77,902
Deferred pension outflows	445,936
	<hr/>
Total non-current assets	26,264,022

Total assets**37,035,017****Current Liabilities:**

Accounts payable and accrued expenses	376,806
Accrued wages and related payables	7,816
Unearned Revenue (customer prepaid)	168,359
Hangar and other deposits	114,313
Long-term liabilities - due in one year:	
Compensated absences	29,965
Land improvements payable	16,427
	<hr/>
Total current liabilities	713,686

Long-term liabilities - due in more than one year

Compensated absences	89,895
Land improvements payable	93,086
Total other post-employment benefits liability	373,325
Net pension liability	2,056,379
Deferred pension inflows	92,912
	<hr/>
Total long term liabilities	2,705,598

Total Liabilities**3,419,284****Net position:**

Retained Earnings	34,086,476
Change in Net Position	1,131,952
	<hr/>
Total net position	35,218,428

Total liabilities and net position**38,637,712**

Santa Maria Public Airport District
Profit & Loss
As of April 30, 2023

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	42,872.89	3,196.80	4,287.29	134.1 %
Fuel flowage fees	62,899.14	0.00	6,289.91	
Subtotal	105,772.03	3,196.80	10,577.20	330.9 %
Hangar area				
T-Hangar	360,971.00	36,326.00	36,097.10	99.4 %
Corporate T-Hangars	244,324.00	25,197.00	24,432.40	97.0 %
T-Hangar Storage Units	27,088.00	2,710.00	2,708.80	100.0 %
Owner Build Hangars	16,490.00	1,649.00	1,649.00	100.0 %
Subtotal	648,873.00	65,882.00	64,887.30	98.5 %
FBO Area				
Main Hangar	108,960.00	10,896.00	10,896.00	100.0 %
Commercial Hangars	340,925.90	34,298.04	34,092.59	99.4 %
Land Leases	82,110.00	8,211.00	8,211.00	100.0 %
Subtotal	531,995.90	53,405.04	53,199.59	99.6 %
Terminal Area				
Car Rental	160,155.06	5,117.50	16,015.51	313.0 %
Terminal Space Lease	138,272.65	13,924.58	13,827.27	99.3 %
TSA LEO Reimbursement	2,160.00	0.00	216.00	
Subtotal	300,587.71	19,042.08	30,058.78	157.9 %
Revenue generating land				
Land Lease Recreational	340,989.75	37,689.40	34,098.98	90.5 %
Agricultural Leases	899,090.34	92,531.91	89,909.03	97.2 %
Airport Business Park	50,500.00	5,050.00	5,050.00	100.0 %
Airport Hotel	10,429.00	1,198.00	1,042.90	87.1 %
Airport Mobile Home Park	431,100.23	47,255.98	43,110.02	91.2 %
Subtotal	1,732,109.32	183,725.29	173,210.93	94.3 %
Airfest				
Airfest Ticket Sales	236,055.17	0.00	23,605.52	
Airfest Vendors	13,760.33	0.00	1,376.03	
Airfest Sponsorship	155,900.00	0.00	15,590.00	
Subtotal	405,715.50	0.00	40,571.55	
Administrative				
Badging Income			0.00	
Miscellaneous Income			0.00	
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	242,115.58	0.00	24,211.56	
Subtotal	242,115.58	0.00	24,211.56	
Total Revenue from operations	3,967,169.04	325,251.21	396,716.91	122.0 %

Santa Maria Public Airport District
Profit & Loss
As of April 30, 2023

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	124,772.17	10,793.15	12,477.22	115.6 %
Hangar Area	61,422.78	6,114.18	6,142.28	100.5 %
FBO Area	70,258.50	6,699.62	7,025.85	104.9 %
Terminal Area	356,230.72	30,790.82	35,623.07	115.7 %
Revenue generating land	433,819.72	31,789.77	43,381.97	136.5 %
Salaries and Benefits	1,181,017.05	119,140.32	118,101.71	99.1 %
Utilities	68,939.79	6,048.35	6,893.98	114.0 %
Supplies	112,387.01	9,171.72	11,238.70	122.5 %
Maintenance and Repairs	79,119.55	3,064.81	7,911.96	258.2 %
Contractual Services	861,725.48	83,541.56	86,172.55	103.1 %
Real Estate Commission	108,234.27	0.00	10,823.43	
ARFF Services	673,422.00	228,200.00	67,342.20	29.5 %
Security Services	348,577.49	33,723.82	34,857.75	103.4 %
Dues and Subscriptions	72,407.00	229.00	7,240.70	3161.9 %
Advertising	84,587.66	3,675.00	8,458.77	230.2 %
Depreciation	1,242,494.00	0.00	124,249.40	
Insurance	283,064.93	0.00	28,306.49	
Election Expense	24,191.46	0.00	2,419.15	
Business Travel	60,501.77	453.99	6,050.18	1332.7 %
Rent Credit	8,680.00	868.00	868.00	100.0 %
Air Show Expense	603,119.77	0.00	60,311.98	
Other Miscellaneous Expense	26,143.92	3,583.00	2,614.39	73.0 %
Total Expenses	6,885,117.04	577,887.11	688,511.73	119.1 %
Operating income (loss)	(2,917,948.00)	(252,635.90)	(291,794.82)	115.5 %
Non-Operating Revenues (Expenses):				
PFC Revenue	46,621.80	0.00	4,662.18	
Interest Income	79,770.61	5,361.96	7,977.06	148.8 %
Tax Revenues	2,014,274.10	854,311.22	201,427.41	23.6 %
AIP Reimbursement	743,907.00	0.00	74,390.70	
Gain on Land Sale	1,165,326.71	0.00	116,532.67	
Total non-operating rev (exp)	4,049,900.22	859,673.18	404,990.02	47.1 %
Net Income	1,131,952.22	607,037.28	113,195.20	18.6 %

RESOLUTION 926

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT ADOPTING THE APPROPRIATIONS
SUBJECT TO LIMITATION FOR FISCAL YEAR
2023-2024 UNDER CALIFORNIA CONSTITUTION
ARTICLE XIII B (AS AMENDED) AND
IMPLEMENTING STATUTES**

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

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

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

THEREFORE, BE IT RESOLVED, that the sum of \$8,326,377.00 is the appropriations limit of the Santa Maria Public Airport District subject to California Constitution Article XIII B for fiscal year 2023-2024.

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

Factor for percentage change in California
Capita personal income pursuant to
Government Code Section 79011.0444

Factor for annual population percentage
Change for State of California
Determined by Department of Finance,
State of California, pursuant to Revenue
and Taxation Code Section 2228(a)(iii)9965

Ratio change in above factors: 1.0444 x .9965 = 1.0407
Appropriations limits of District
For Fiscal year 2021-2022

2022-2023 appropriations limits of District as
established by Resolution 916 7,975,866

Addition to District's appropriation limit
For property tax administration fee
Imposed by Senate Bill 2557 24,881
8,000,747

Multiplied by above factors change ratio x 1.0407

2023 – 2024 appropriations limit \$8,326,377

PASSED AND ADOPTED at the Regular, meeting of the Board of Directors
of the Santa Maria Public Airport District held May 11, 2023, on Motion by Director
_____, Seconded Director _____

AYES:
NOES:
ABSENT:
ABSTAINED:

Ignacio Moreno, President

David Baskett, Secretary



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2023 BOARD OF DIRECTORS ELECTION

OFFICIAL ELECTION BALLOT ATTACHED

This is an official election packet that contains items that require ACTION by your Agency's governing body for the selection of up to three (3) candidates to the SDRMA Board of Directors.

ELECTION PACKET ENCLOSURES

- Election Ballot Instructions
- Official Election Ballot (Action Required)
- Candidate's Statements of Qualifications (4)



SDRMA'S BOARD OF DIRECTORS ELECTION BALLOT INSTRUCTIONS

Notification of nominations for three (3) seats on the Special District Risk Management Authority's (SDRMA's) Board of Directors was mailed to the membership in January 2023.

On May 11, 2023, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2022-06 Establishing Guidelines for Director Elections. The Election Committee confirmed that (4) candidates met the qualification requirements, and those names are included on the Official Election Ballot.

The Official Election Ballot along with a Statement of Qualifications as submitted by each candidate is posted to the SDRMA MemberPlus portal along with these instructions. Election instructions are as follows:

1. The Official Election Ballot must be used to ensure the integrity of the balloting process.
2. Print a copy of this ballot, then select up to three (3) candidates. Your agency's governing body must approve the Official Election Ballot at a public meeting. **Ballots containing more than four (4) candidate selections will be considered invalid and not counted.**
3. The signed Official Election Ballot MUST be sealed and received by mail or hand delivery at SDRMA's office on or before 4:30 p.m. on Tuesday, August 8, 2023 to the address below. Faxes or electronic transmissions are NOT acceptable.

Special District Risk Management Authority
Election Committee
1112 "I" Street, Suite 300
Sacramento, California 95814
4. The four-year terms for newly elected Directors will begin on January 1, 2024, and terminate on December 31, 2027.
5. Important balloting and election dates are:
 - **August 8, 2023: Deadline for members to return the signed Official Election Ballot.**
 - **August 9-11, 2023:** Ballots are opened and counted.
 - **August 10-11, 2023:** Election results are announced, and candidates notified.
 - **November 1-2, 2023:** Newly elected Directors are invited to attend SDRMA board meeting (Sacramento).
 - **January 2024:** Newly elected Directors are seated, and Board officer elections are held.

Please do not hesitate to contact SDRMA's Management Analyst Candice Richardson at crichardson@sdrma.org or 800-537-7790 if you have any questions regarding the election and balloting process.

OFFICIAL 2023 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery at SDRMA on or before 4:30 p.m., Tuesday August 8, 2023. Faxes or electronic transmissions are NOT acceptable.

- ROBERT SWAN** (INCUMBENT)
Director, Groveland Community Services District

- ACQUANETTA WARREN**
Vice Chair, Local Agency Formation Commission for San Bernardino County

- JESSE CLAYPOOL** (INCUMBENT)
Board Chair, Honey Lake Valley Resource Conservation District

- SANDY SEIFERT-RAFFELSON** (INCUMBENT)
General Manager, Herlong Public Utility District

ADOPTED this ____ day of _____, 2023 by the:

at a public meeting by the following votes:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Bob Swan
District/Agency Groveland Community Services District (GCSD)
Work Address P.O. Box 350, Groveland CA 95321
Work Phone (209) 962-7131 Cell Phone (408) 398-4731

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I have been a member of the SDRMA Board for two terms. I would like to be elected to a third term because:

1. As a board member of Groveland CSD, I am very aware of the great value that smaller districts get from their membership in SDRMA, and I'd like to continue to support the Authority's great member services.
2. While the organization continues to operate well, thanks to its experienced and motivated staff, we are once again going through a period of management change. I believe that Board continuity is particularly important at such a time.
3. The California re-insurance market continues to be challenging. I believe that my eight years of board experience will be helpful as we negotiate the potentially tricky economic future.
4. Personally, I feel that we have a very well-functioning and collegial Board, and I find it both challenging and enjoyable to be part of it.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

1. SDRMA Board: Member since 2016, presently Vice President. I am our representative on the CSDA Legislative Committee (and a member in my own right), and on the Alliance Executive Council.
2. Groveland CSD Board: Member since appointment in June 2013. I was Board President 2014-2018.
3. Member of Board of Southside Community Connections, which is a 501(c)(3) nonprofit in Groveland that provides transportation, educational, social and recreational services to seniors and differently-abled folks in the Groveland area. I was on this Board from 2018 through 2022, mostly as Treasurer.
4. Board Member (Treasurer) of Pine Cone Performers, a local community choral and acting group, since 2010.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

Background: BS Physics, MS Computer Science. 3 years in USAF. 30 years in the semiconductor industry as engineer, engineering manager, business unit director.

Skills, etc.: Very familiar with financial reports and cost accounting. Working knowledge of computer and communications technology. In my work life, I managed geographically distributed organizations with up to 150 technical personnel and up to \$120 million in annual sales. I'm pretty good at helping groups work together to achieve consensus (or, failing that, acceptable compromise).

In recent years, most of my volunteer work has been in driving folks (who can't drive themselves) to medical appointments, shopping, and the like. This is one of the services of Southside Community Connections.

I'm also a pretty decent choral singer, but that's not relevant to this application.

What is your overall vision for SDRMA? (Response Required)

Our vision statement is "To be the exemplary public agency risk pool of choice for California special districts and other public agencies". To achieve this vision, I believe we must focus on:

(1) maintaining long-term financial stability, by ensuring that there is a fair allocation of cost versus risk across the membership, continuously evaluating the appropriate level of risk retention, and using creative ideas like our "captive" reinsurance agency to enhance our cash position.

(2) continue to expand our risk management training and assistance services. We have made significant improvements in this area by bring it internal to the Authority.

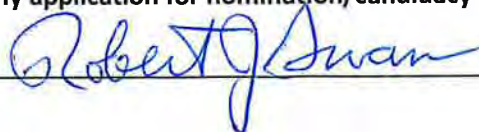
(3) continue to emphasize services to our core membership: small to mid-sized districts with limited options for insurance.

(4) ensure that SDRMA remains a desirable workplace, and maintain our highly-qualified and responsive staff.

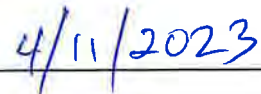
Above all, remember that this is an insurance pool, owned by its member agencies, and maintain an overarching focus on member service and support. Make certain that we will be here for our members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date



**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate* **ACQUANETTA WARREN**
District/Agency **Local Agency Formation Commission (LAFCO) for San Bernardino County**
Work Address **1170 W. Third Street, Unit 150, San Bernardino, CA 92415-0490**
Work Phone **(909)388-0480** Home Phone

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As a City Mayor I have been fortunate to serve on regional boards that include special district representation: San Bernardino Countywide Oversight Board and Southern California Water Coalition's Board of Trustees. I realize that special districts, especially the smaller districts, are not included in the conversation for a variety of matters. Currently, I serve on San Bernardino LAFCO and the California Association of LAFCOs, which do have robust special district representation. I believe that my skills, experience, and understanding can contribute to SDRMA. Specifically, I want to contribute by developing programs that would help member agencies maximize their protection and minimize their risks.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I currently serve as mayor for the City of Fontana. This is my fourth term, and my focus has been bolstering economic development, creating educational opportunities, improving public safety, and advocating for a healthier community. As mayor, I have been fortunate to serve on:

- San Bernardino LAFCO since 2014, serving currently as Vice Chair of the Commission. I am also a Board Member of the statewide organization of LAFCOs, CALAFCO, serving as Treasurer
- San Bernardino County Transportation Authority: Board of Directors, General Policy Committee, and Transit Committee
- San Bernardino County Racial Equity Committee for the San Bernardino Council of Governments
- San Bernardino Countywide Oversight Board

In addition, I am the current Chair for the Southern California Water Coalition's Board of Trustees as well as Co-Chair of its Task Force for Water Equity, Access, and Affordability.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**


Aside from being Mayor for the City of Fontana, I am currently the District Director for the Second Supervisorial District for San Bernardino County and I coordinate district services and communications with constituents, I oversee community outreach efforts, as well as supervise district staff.

In addition to local-level involvement, I have served on the State Park Commission and as a trustee of the United States Conference of Mayors, an official non-partisan organization of cities in the United States with populations of 30,000 or more. I have also served in community organizations such as Water/Recycled Water Projects and Development Processing for New Communities, Casa Colina Rehabilitation Hospital Board of Directors, and the Upland YMCA Board of Directors.

What is your overall vision for SDRMA? (Response Required)

My vision for SDRMA is to ensure that it continues to be the best risk management agency, who will continue to listen and communicate with its member agencies. I would strive to make sure SDRMA continues to provide excellent service, provide educational and training programs that are beneficial to its member agencies, and offer more resources that add value to its members. Lastly, I want to make sure SDRMA operates in the highest ethical manner with complete transparency.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/25/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates
– no attachments will be accepted. No statements are endorsed by SDRMA.**

Candidate* Jesse D. Claypool
District/Agency Honey Lake Valley Resource Conservation District
Work Address USDA Service Center 170 Russell Avenue, Suite C, Susanville, CA 96130
Work Phone 530-257-7271 Cell Phone 530-310-0232

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

My interest for being on the SDRMA Board of Directors is because I believe it is imperative for there to be a knowledgeable and experienced voice on the Board with the perspective of the small to mid-size special district. In addition, I am eager to continue working with SDRMA staff and fellow Board members, providing relevant and affordable solutions, available to all special districts.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

The vast amount of understanding and experience that I've gained as a current member of the SDRMA Board of Directors will undoubtedly aide as I continually strive to be an increasingly effective member of the SDRMA Board of Directors going forward.

In addition to being a current SDRMA Board member, I am currently Chairman of the Board for the Honey Lake Valley Resource Conversation District and a board member of a Regional Water Managment Group. Previously I have served on the following, Lassen County's Civil Grand Jury, two terms, CSDA Professional Development committee, two terms, Janesville Union School District trustee, Technical Advisory Committee for the prevention of violence against schools K-12, two terms, and CSDA Member Services committee, two terms.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**


What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have attended various board member trainings and completed leadership and governance classes, including the following; CSDA's Extraordinary Leadership Training and CSDA's Special District Leadership Academy. I have received CSDA's Recognition in Special District Governance certificate and successfully completed Executive Education in Public Policy at University of Southern California, Sol Price School of Public Policy.

What is your overall vision for SDRMA? (Response Required)

My continued vision for SDRMA is to be effective within the communities they serve. With focused attention to affordable solutions, administered by a team of highly dedicated professional staff, SDRMA will continue to be an industry leader providing affordable solutions to its members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/20/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate* Sandy Seifert-Raffelson
District/Agency Herlong Public Utility District
Work Address P O Box 115, Herlong CA 96113
Work Phone (530)827-3150 Cell Phone (530)310-4320

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I am a current Board member of SDRMA and feel that I have added my financial and general manager background to make a better-informed decision for SDRMA members. As a Board member, I continue to improve my education of insurance issues and look forward to representing small District's and Northern California as a voice on the SDRMA Board. I feel I am an asset to the Board with my degree in Business and my 35 plus years' experience in accounting and special districts.

I understand the challenges that small District face every day when it comes to managing liability insurance, worker's compensation and health insurance for a few employees with limited revenue and staff. My experience in small districts give me an appreciation of the importance of risk management services and programs, especially for smaller District that lack expertise within.
I feel I am an asset to this Board, and would love a chance to stay on 4 more years!

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

While serving on the SDRMA Board, I have been privilege to be Secretary of the Board, Vice-President and currently President. I have served on CSDA's Audit and Financial committee's for several year; I have served on the SRLF Board and current President; Northeastern Rual Health Clinic Board; Fair Board; School and Church boards; 4-H Council and leader for 18 years; and UC Davis Equine Board. In the past 30 years, I have learn that there is no "I" in Board and it can be very rewarding to part of a team that makes a difference for others.

As part of my many duties working for Herlong PUD, I worked to form the District and was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the initial Board of Directors and first policies for HPUD. I have administered the financial portion of 2 large capital improvement projects with USDA as well as worked on the first ever successful water utility privatization project with the US Army and department of Defense. I am currently in the middle of a 14 million infrastructure project with SRF monies. I am also the primary administrator of two federal contract for utility services.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have my Bachelor's Degree in Business with a minor in Sociology. I have audit small districts and worked for a small district for almost 18 years. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committee. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minimum and reward those with no losses.

With HPUD and with SDRMA both boards and employees have worked hard to receive their District of Distinction and their District of Transparency.

I feel I am a good leader with people skills that can accomplish what is necessary to keep a District or JPA moving forward.

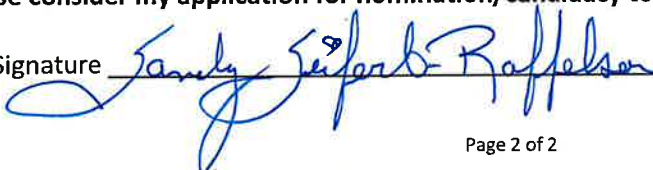
What is your overall vision for SDRMA? (Response Required)

SDRMA Staff and Board work together to bring Special Districts affordable insurance for the pool they serve. By

listening to the needs of all California Special Districts and meeting those needs at a reasonable price that Special Districts can afford. I would continue advocating for these continued efforts and rewarding continue education for all Districts and employees.

I see SDRMA pool continuing for centuries and serving those needs.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/17/2023



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Landing fees	90,000	23,489	90,000	-	0%
Tiedowns	27,100	23,513	28,772	1,672	6%
Fuel Flowage Fees	82,600	68,617	113,406	30,806	37%
T-Hangar	436,800	433,814	439,895	3,095	1%
Corporate Hangar	282,000	294,023	298,743	16,743	6%
Owner Build Hangar	19,800	19,788	19,788	(12)	0%
T-Hangar Storage	32,600	32,507	35,640	3,040	9%
Main Hangar	130,700	130,752	133,698	2,998	2%
Commercial Aviation	369,300	405,248	420,241	50,941	14%
Land Lease - Com. Aviation	170,700	98,532	138,532	(32,168)	-19%
Car Rental	179,300	180,616	190,483	11,183	6%
Terminal Space Lease	160,200	165,981	173,033	12,833	8%
Agricultural Lease	1,073,700	1,081,770	1,137,803	64,103	6%
Non Aviation Land Leases	334,800	409,839	416,943	82,143	25%
Cell Tower Lease	61,400	60,600	60,600	(800)	-1%
Mobile Home Parks	511,156	504,109	537,052	25,896	5%
Administrative Income	44,800	12,932	20,000	(24,800)	-55%
Leo Reimbursement	12,900	12,900	12,900	-	0%
Total Operating Income	4,019,856	3,959,030	4,267,530	247,674	6%

Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
G&A	13,890	17,306	16,165	2,275	16%
MHP - Maintenance	12,860	32,620	30,715	17,855	139%
MHP - MHP Liability Insurance	7,760	14,939	14,939	7,179	93%
MHP - Property Management	28,200	31,333	28,200	-	0%
MHP - Salaries	108,521	135,626	124,694	16,173	15%
MHP - Utilities	173,220	243,607	222,765	49,545	29%
Salaries- Administration	470,300	500,798	511,582	41,282	9%
Salaries - Maintenance & Ops	471,500	449,559	509,806	38,306	8%
Employee Benefits - Other	65,500	51,874	57,208	(8,292)	-13%
Employee Benefits - Medical	253,500	241,765	265,166	11,666	5%
Medicare Tax	14,100	14,591	14,810	710	5%
PERS Retirement	288,300	247,459	321,005	32,705	11%
ARFF Services	900,000	897,896	900,000	-	0%



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Electricity	23,900	27,007	30,268	6,368	27%
Electricity	25,000	22,223	24,160	(840)	-3%
Electricity	300	302	372	72	24%
Electricity	38,200	39,224	43,584	5,384	14%
Electricity	75,000	70,327	73,817	(1,183)	-2%
Electricity	8,600	9,984	8,540	(60)	-1%
Electricity	16,000	16,516	18,312	2,312	14%
Natural Gas	2,400	2,676	2,496	96	4%
Natural Gas	7,400	11,571	12,016	4,616	62%
Natural Gas	1,500	1,924	1,861	361	24%
Water	5,600	2,714	3,915	(1,685)	-30%
Water	1,300	1,440	1,719	419	32%
Water	10,200	15,386	15,921	5,721	56%
Water	15,900	11,133	17,812	1,912	12%
Water	2,300			(2,300)	-100%
Water	37,600	47,863	58,110	20,510	55%
Communications	2,800	2,771	2,771	(29)	-1%
Communications	70,900	16,995	15,853	(55,047)	-78%
Communications - Alarm	2,400	2,400	2,651	251	10%
Communications - Alarm	3,100	3,382	3,410	310	10%
Communications - Alarm	7,800	7,566	7,802	2	0%
Communications - Wireless	3,200	3,938	4,025	825	26%
Communications - Wireless	16,000	11,227	13,599	(2,401)	-15%

Description	22-23 Budget		23-24 Budget	Increase (Decrease)	Percent Change
Communications - Access					
Control	1,000	1,374	3,632	2,632	263%
Supplies Hangar	1,400	483	1,000	(400)	-29%
Supplies Office	37,600	2,159	37,600	-	0%
Supplies Office	26,000	50,294	40,000	14,000	54%
Supplies Shop	42,000	37,955	35,457	(6,543)	-16%
Fuel Expense	44,000	37,876	46,946	2,946	7%
Maintenance - Misc.	4,400	1,605	1,000	(3,400)	-77%
Maintenance -Misc.	1,000			(1,000)	-100%



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Maintenance - Misc.	4,000	4,765	4,882	882	22%
Maintenance - Misc.	5,000	3,888	3,305	(1,695)	-34%
Maintenance - Misc.	2,500	2,091	2,500	-	0%
Maintenance - Lighting	10,000	23,068	18,846	8,846	88%
Maintenance - Lighting	7,500	1,476	2,951	(4,549)	-61%
Maintenance - Lighting	5,000	860	860	(4,140)	-83%
Maintenance - Generator	1,750	8,152	1,722	(28)	-2%
Maintenance - Generator	3,500	2,388	7,388	3,888	111%
Maintenance - Pavement	25,000	18,058	14,448	(10,552)	-42%
Maintenance - Pavement	3,500			(3,500)	-100%
Maintenance - Pavement	2,100	251	250	(1,850)	-88%
Maintenance - Pavement	14,000	10,468	17,304	3,304	24%
Maintenance - Weed/Wildlife	51,270	50,000	47,657	(3,613)	-7%
Maintenance - Fencing & Gates	5,000	1,649	3,000	(2,000)	-40%
Maintenance - Fencing & Gates	3,000		1,500	(1,500)	-50%
Maintenance - Fencing & Gates	3,000	1,600	1,500	(1,500)	-50%
Maintenance - Fencing & Gates	3,000	1,481	3,500	500	17%
Maintenance - Fencing & Gates	3,000	3,410	3,500	500	17%
Maintenance - Building	30,000	7,000	6,041	(23,959)	-80%
Maintenance - Building	10,000	6,115	3,193	(6,807)	-68%
Maintenance - Building	40,000	42,375	47,707	7,707	19%
Maintenance - Building	10,000	9,642	8,786	(1,214)	-12%
Maintenance - Fire Alarm	6,500	4,600	4,412	(2,088)	-32%
Maintenance - Fire Alarm	4,000	2,000	2,000	(2,000)	-50%
Maintenance - Fire Alarm	12,000	640		(12,000)	-100%
Maintenance - Drainage	2,000	4,132	5,000	3,000	150%

Description	22-23 Budget		23-24 Budget	Increase (Decrease)	Percent Change
Maintenance - Drainage	5,500	4,558	5,000	(500)	-9%
Signs	20,000	18,679	5,000	(15,000)	-75%
Signs	2,000	600	1,000	(1,000)	-50%
Signs	1,000	949	1,000	-	0%
Equipment Lease	9,900	9,000	7,389	(2,511)	-25%



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Janitorial	13,900	15,015	16,771	2,871	21%
Janitorial	2,500	2,730	3,049	549	22%
Janitorial	2,500	2,730	3,049	549	22%
Janitorial	95,700	103,688	115,812	20,112	21%
Janitorial	11,300	12,285	13,721	2,421	21%
Landscaping	11,000	7,783	7,783	(3,217)	-29%
Landscaping	1,300	1,255	1,255	(45)	-3%
Landscaping	40,000	34,520	34,520	(5,480)	-14%
Landscaping	11,200	11,202	11,202	2	0%
Landscaping	10,700	5,300	19,098	8,398	78%
Vehicle Maintenance	40,000	46,197	52,509	12,509	31%
Dues and Membership	71,400	72,407	73,000	1,600	2%
Advertising	270,000	90,000	270,000	-	0%
Consulting - Admin	370,400	441,774	431,545	61,145	17%
Consulting Professional	86,800	95,481	98,500	11,700	13%
Consulting Professional	201,585	273,392	353,711	152,126	75%
Consulting - Legal	112,500	294,000	272,440	159,940	142%
Consulting - Security	428,800	451,168	452,000	23,200	5%
Bank Fees	25,000	15,054	500	(24,500)	-98%
Insurance	350,500	375,000	438,409	87,909	25%
Permits	11,300	11,029	11,300	-	0%
Education and Recognition	21,400	20,540	23,272	1,872	9%
Business Travel	83,700	75,000	85,000	1,300	2%
Fire Fighting Training	47,500	-	27,000	(20,500)	-43%
Election Expense	50,000	24,191	-	(50,000)	-100%
Airfest Expense - Performers	132,200	-	75,000	(57,200)	-43%
Airfest Expense - Gala	87,400	-	-	(87,400)	-100%
Airfest Expense - Insurance	6,500	-	-	(6,500)	-100%
Airfest Expense - Marketing	67,310	-	-	(67,310)	-100%
Airfest Expense - Lodging	63,500	-	-	(63,500)	-100%
Airfest Expense - Rental Cars	6,600	-	-	(6,600)	-100%
Airfest Expense - Safety & Security	87,200	-	-	(87,200)	-100%
Airfest Expense - Miscellaneous	11,500	-	15,000	3,500	30%
Total Operating Income	6,480,666	4,582,061	6,682,789	202,123	3%



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Operating Gain/(Loss) Before Depreciation	(2,460,810)	(982,019)	(2,415,259)	45,551	-2%



Description	22-23 Budget	YTD Estimate	23-24 Budget	Increase (Decrease)	Percent Change
Depreciation - Hangar	92,178	74,630	87,336	(4,842)	-5%
Depreciation - Landing Area	1,525,000	1,428,014	1,436,868	(88,132)	-6%
Depreciation - FBO	37,000	30,224	33,602	(3,398)	-9%
Depreciation - Revenue					
Generating Land	236,000	246,617	377,558	141,558	60%
Depreciation - Terminal	383,000	389,373	342,384	(40,616)	-11%
Depreciation - Administration	205,000	207,239	207,240	2,240	1%
	<u>2,478,178</u>	<u>2,376,097</u>	<u>2,484,988</u>	<u>6,810</u>	<u>0%</u>
Operating Gain/(Loss) With Depreciation	<u>(4,938,988)</u>	<u>(3,358,116)</u>	<u>(4,900,247)</u>	<u>38,741</u>	<u>-1%</u>
Nonoperating Revenue					
Cares Grant	220,000	242,116	-	(220,000)	-100%
BIL Grant	680,000			(680,000)	-100%
Airfest Ticket Sales	280,000	236,055	-	(280,000)	-100%
Airfest Vendor Revenue	8,000	13,760	-	(8,000)	-100%
Airfest Sponsorship	180,000	155,900	-	(180,000)	-100%
Interest	24,400	96,770	120,000	95,600	392%
AIP Reimbursement	9,014,600	943,907	7,014,600	(2,000,000)	-22%
PFC Revenue	73,000	64,621	65,000	(8,000)	-11%
Tax Revenues	1,952,500	2,015,280	2,050,125	97,625	5%
Land Sale		1,165,327			
Total Nonoperating Income	<u>12,432,500</u>	<u>4,933,736</u>	<u>9,243,860</u>	<u>(3,188,640)</u>	<u>-26%</u>
Net Income/(Loss)	<u>7,493,512</u>	<u>1,575,620</u>	<u>4,424,151</u>	<u>(3,069,361)</u>	<u>-41%</u>



Administrative Cost Center

Administrative Income	20,000.00	
Leo Reimbursement	12,900.00	
Total Revenue		32,900.00
Salaries- Administration	511,581.65	
Salaries - Maintenance & Operations	509,805.79	
Employee Benefits - Other	57,207.86	
Employee Benefits - Medical	265,165.69	
Medicare Tax	14,810.12	
PERS Retirement	321,004.81	
Electricity	18,312.32	
Natural Gas	1,860.54	
Water	58,109.86	
Communications	15,852.72	
Communications - Wireless	13,599.22	
Communications - Access Control	3,631.82	
Supplies Office	40,000.00	
Supplies Shop	35,456.77	
Fuel Expense	46,946.40	
Maintenance - Misc.	2,500.00	
Maintenance - Building	8,786.41	
Equipment Lease	7,388.96	
Janitorial	13,721.40	
Landscaping	19,097.94	
Vehicle Maintenance	52,509.06	
Dues and Membership	73,000.00	
Advertising	270,000.00	
Consulting - Admin	431,544.66	
Consulting Professional	353,710.99	
Consulting - Legal	272,440.35	
Consulting - Security	452,000.00	
Bank Fees	500.00	
Insurance	438,409.00	
Permits	11,300.00	
Education and Recognition	23,272.44	
Business Travel	85,000.00	
Fire Fighting Training	27,000.00	
Airfest Expense - Performers	75,000.00	
Airfest Expense - Miscellaneous	15,000.00	
Total Expenses		4,545,526.79
Total Operating Gain/(Loss)		(4,512,626.79)



Landing Area

Landing Fees	90,000.00	
Tiedowns	28,771.57	
Fuel Flowage Fees	113,405.53	
		232,177.09
ARFF Services	900,000.00	
Electricity	30,268.08	
Maintenance - Lighting	18,846.09	
Maintenance - Generator	1,721.63	
Maintenance - Pavement	14,447.82	
Maintenance - Weed/Wildlife	47,656.82	
Maintenance - Fencing & Gates	3,000.00	
Signs	5,000.00	
Operating Expenses		1,020,940.44
Gain/(Loss) Before Depreciation		(788,763.35)
Depreciation - Landing Area		1,436,868.00
Gain/(Loss) with Depreciation		(2,225,631.35)



Hangar Area

T-Hangar	439,895	
Corporate Hangar	298,743	
T-Hangar Storage	35,640	
Total Operating Revenue		<u>774,278</u>
Electricity	24,160	
Water	3,915	
Communications - Alarm	2,651	
Supplies Hangar	1,000	
Maintenance - Misc.	1,000	
Maintenance - Lighting	2,951	
Maintenance - Fencing & Gates	1,500	
Maintenance - Building	6,041	
Maintenance - Fire Alarm	4,412	
Janitorial	16,771	
Landscaping	7,783	
Total Operating Expenses		<u>72,185</u>
Gain/(Loss) Before Depreciation		<u>702,093</u>
Hangar Depreciation		<u>87,336</u>
Gain/(Loss) Before Cost Allocations		<u>614,757</u>
Salaries	453,486	
Admin Expense	535,736	
Security	20,340	
Admin Depreciation	41,448	
Total Allocated Costs		<u>1,051,010</u>
Gain/(Loss)		<u>(436,252)</u>



Owner Build

Owner Build Hangar		<u>19,788.00</u>
Total Operating Revenue		
Electricity	372.21	
Water	1,718.93	
Janitorial	3,049.20	
Total Operating Expense		<u>5,140.34</u>
Gain/(Loss) without allocations		<u>14,647.66</u>
Allocations		
Salaries	50,387.28	
Admin Expense	59,526.27	
Security	2,260.00	
Admin Depreciation	4,144.80	
		<u>116,318.35</u>
Total Gain/(Loss)		<u>(101,670.69)</u>



FBO

Main Hangar	133,698.34	
Commercial Aviation	420,241.00	
Land Lease - Commercial Aviation	138,532.00	
Total Operating Revenue		692,471.34
Electricity	43,584.15	
Natural Gas	2,495.85	
Water	15,921.28	
Communications - Alarm	3,410.27	
Maintenance - Pavement	250.90	
Maintenance - Fencing & Gates	1,500.00	
Maintenance - Building	3,192.71	
Maintenance - Fire Alarm	2,000.00	
Maintenance - Drainage	5,000.00	
Janitorial	3,049.20	
Landscaping	1,254.60	
Total Operating Expenses		81,658.96
Gain/(Loss) without Depreciation		610,812.38
FBO Depreciation		33,602.00
Gain/(Loss) with Depreciation		577,210.38
Allocations		
Salaries	503,872.78	
Admin Expense	595,262.71	
Security	22,600.00	
Admin Depreciation	43,520.40	
Total Allocations		1,165,255.89
Total Gain/(Loss)		(588,045.51)



Terminal

Car Rental	190,483.40	
Terminal Space Lease	173,033.04	
Total Operating Revenue		<u>363,516.44</u>
Electricity	73,816.98	
Natural Gas	12,015.64	
Water	17,812.03	
Communications	2,771.04	
Communications - Alarm	7,802.44	
Communications - Wireless	4,024.65	
Supplies Office	37,600.00	
Maintenance - Misc.	4,881.51	
Maintenance - Lighting	860.00	
Maintenance - Generator	7,388.00	
Maintenance - Pavement	17,303.99	
Maintenance - Fencing & Gates	3,500.00	
Maintenance - Building	47,706.99	
Signs	1,000.00	
Janitorial	115,811.52	
Landscaping	34,520.02	
Consulting Professional	98,500.00	
Total Operating Expenses		<u>487,314.82</u>
Gain/(Loss) Before Depreciation		<u>(123,798.38)</u>
Terminal Depreciation		<u>342,384.00</u>
Gain/(Loss) with Depreciation		<u>(466,182.38)</u>
Salaries	503,872.78	
Admin Expense	595,262.71	
Security	384,200.00	
Admin Depreciation	72,534.00	
Total Allocated Expenses		<u>1,555,869.49</u>
Gain/(Loss)		<u>(2,022,051.87)</u>



Mobile Home Parks

Mobile Home Parks	537,052.26	
Total Operating Revenues		<u>537,052.26</u>
G&A	16,164.57	
MHP - Maintenance	30,714.88	
MHP - MHP Liability Insurance	14,938.60	
MHP - Property Management	28,200.00	
MHP - Salaries/ Employee Related Expenses	124,693.61	
MHP - Utilities	222,764.80	
Total Operating Expenses		<u>437,476.47</u>
Total Gain/(Loss)		<u><u>99,575.79</u></u>

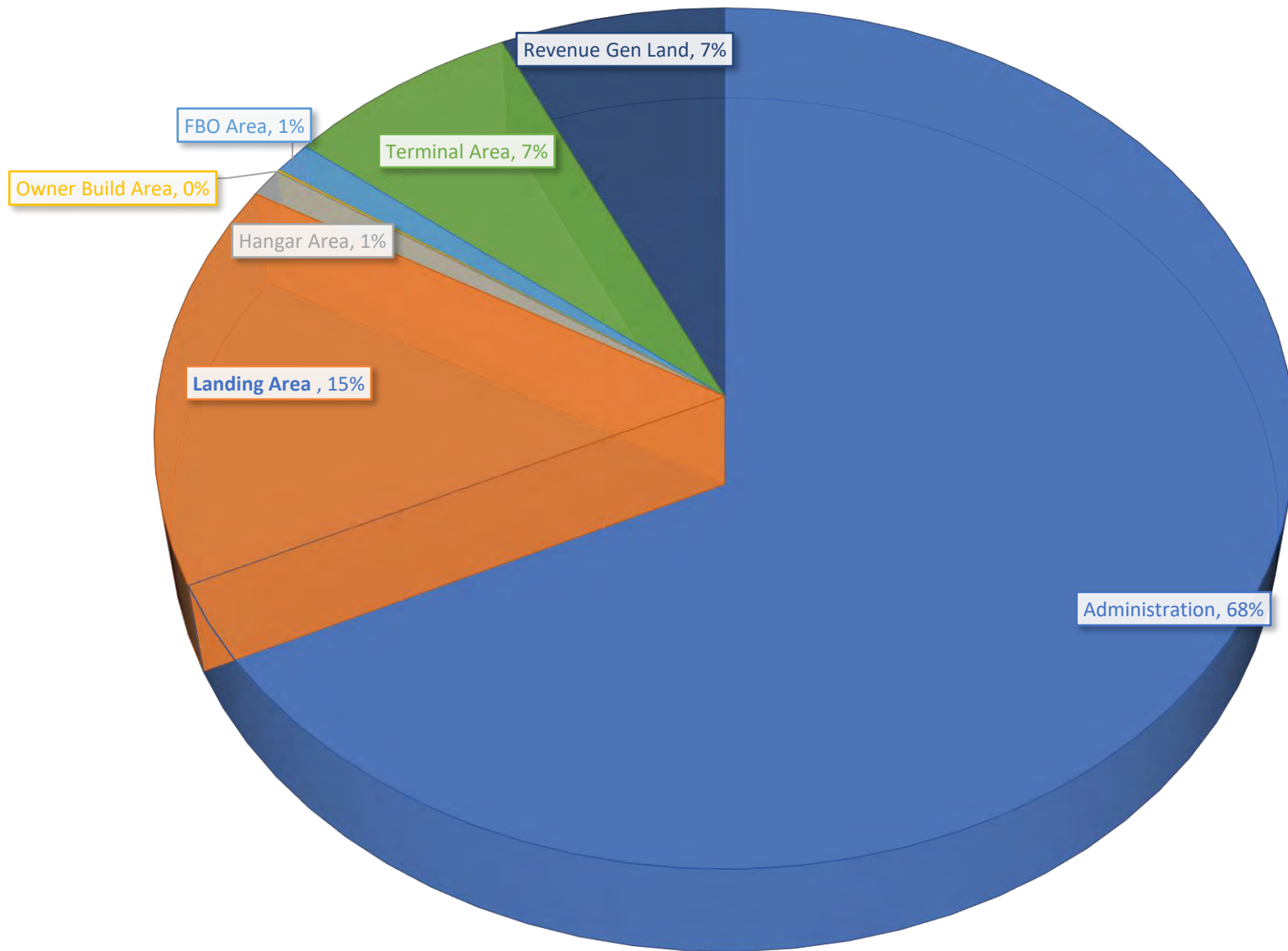


Revenue Generating Land

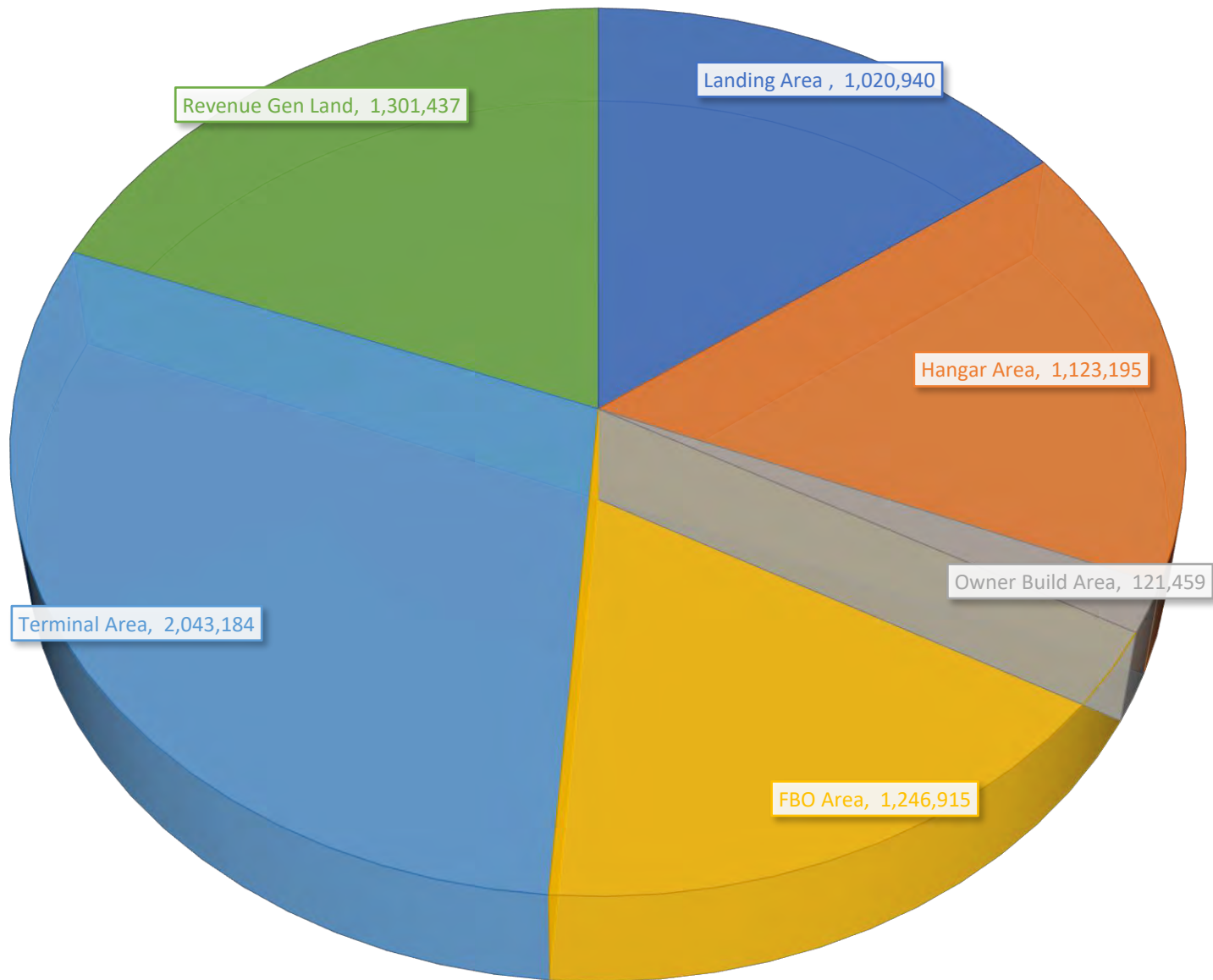
Agricultural Lease	1,137,803.21	
Non Aviation Land Leases	416,943.40	
Cell Tower Lease	60,600.00	
Total Operating Revenues		1,615,346.61
Electricity	8,539.76	
Maintenance - Misc.	3,305.40	
Maintenance - Fencing & Gates	3,500.00	
Maintenance - Drainage	5,000.00	
Signs	1,000.00	
Landscaping	11,202.24	
Total Operating Expenses		32,547.40
Gain/(Loss) Before Depreciation		1,582,799.22
Depreciation		377,558.00
Gain/(Loss) with Depreciation		1,205,241.22
Depreciation		
Salaries	167,957.59	
Admin Expense	595,262.71	
Security	22,600.00	
Admin Depreciation	45,592.80	
Total Allocated Expenses		831,413.11
Gain/(Loss)		373,828.11

Budget Item	Budget	AIP or other Funding	District's Costs
Taxiway Rehabilitation Phase I	7,943,290	7,202,181	741,109
Airside Pavement Rehabilitation	750,000		750,000
Landside Pavement Repair 2023	2,650,000		2,650,000
Specific Plan Amendment	72,641		72,641
Hangar Roof Repairs 2023	360,000		360,000
Hangar Upgrades	100,000		100,000
Terminal Nuns Cap Roof	100,000		100,000
A Street Parcel Rezone	60,000		60,000
FS Stand by Emergency Power	55,000		55,000
Access Control Upgrades	35,000		35,000
Maint Shade & EV Equip	60,000		60,000
Solar Perimeter gate	35,000		35,000
Airfield Signage	20,000		20,000
Terminal/Restaurant Sign	15,000		15,000
Customs Facility	350,000		350,000
Replace HVAC Unit Terminal	50,000		50,000
Beacon	25,000		25,000
Fire Sation Equipment	12,500		12,500
Paint 30	100,000		100,000
Paint Taxiway	100,000		100,000
Taxiway E and C Drainage	250,000		250,000
Tractor	150,000		150,000
Replace Door and Glass in Terminal	20,000		20,000
	<u>13,313,431</u>	<u>7,202,181</u>	<u>5,453,750</u>

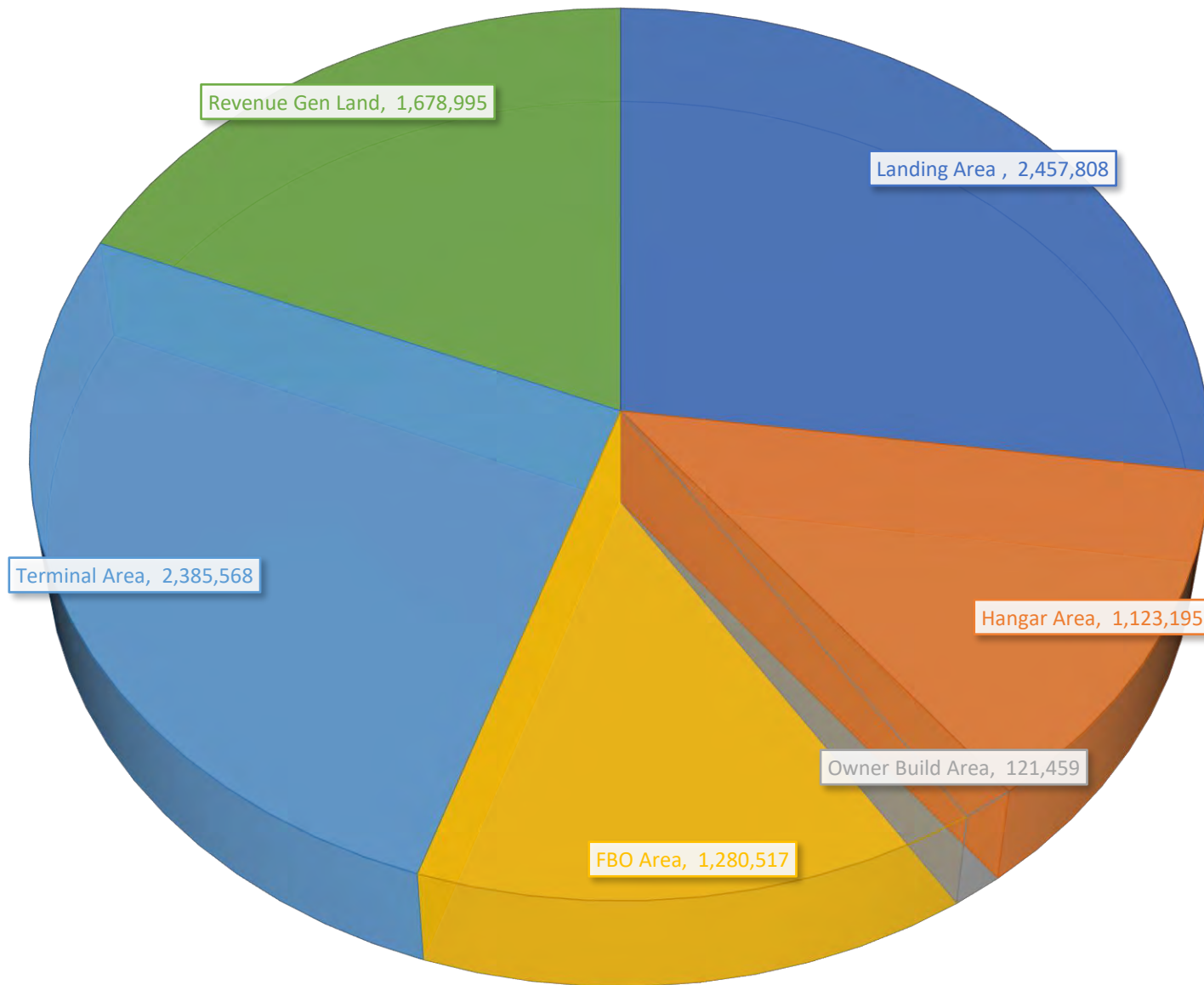
DIRECT EXPENSE PER SOURCE



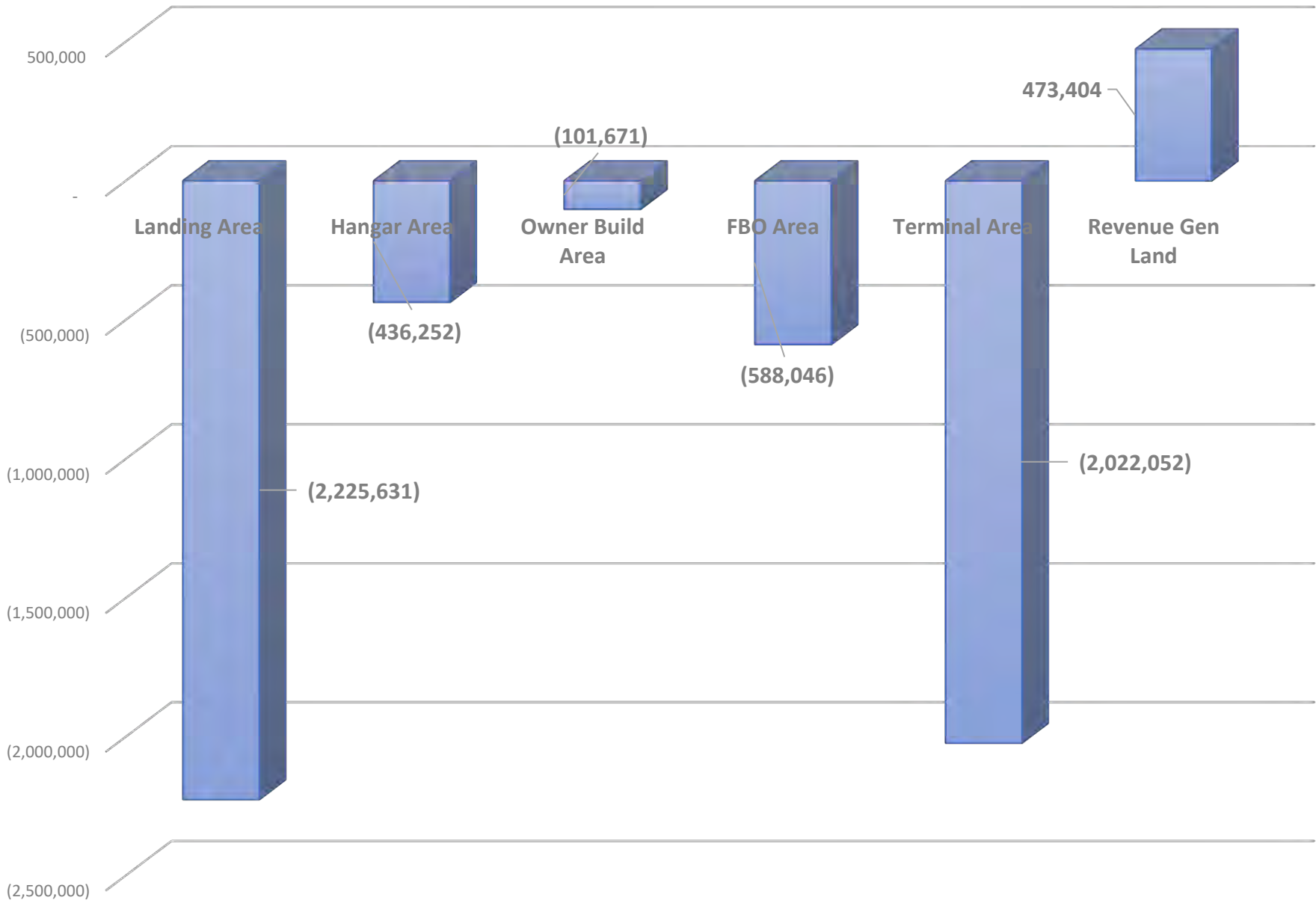
EXPENSE BY SOURCE WITH ADMINISTRATION DISTRIBUTED



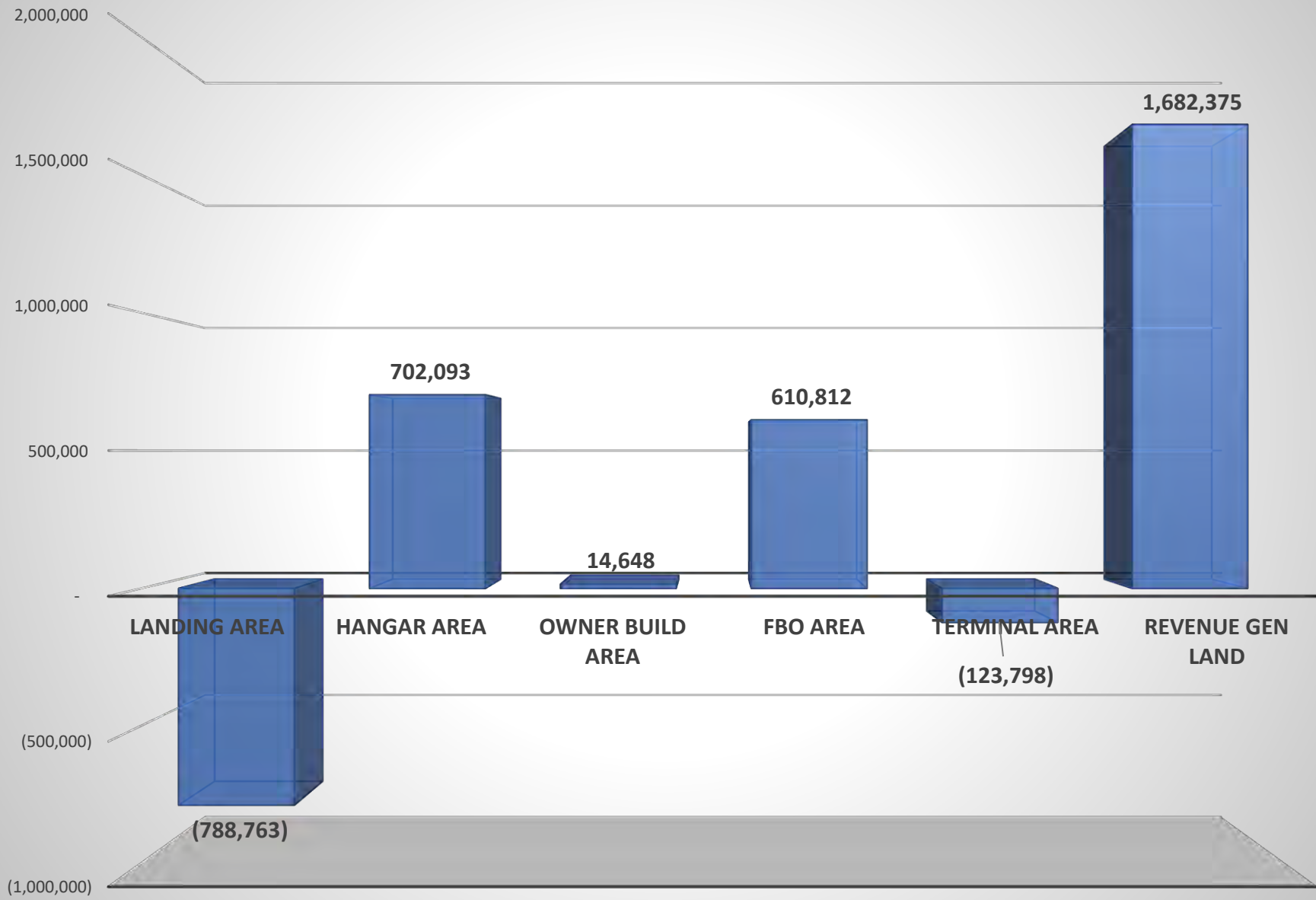
EXPENSE BY SOURCE WITH ADMINISTRATION AND DEPRECIATION



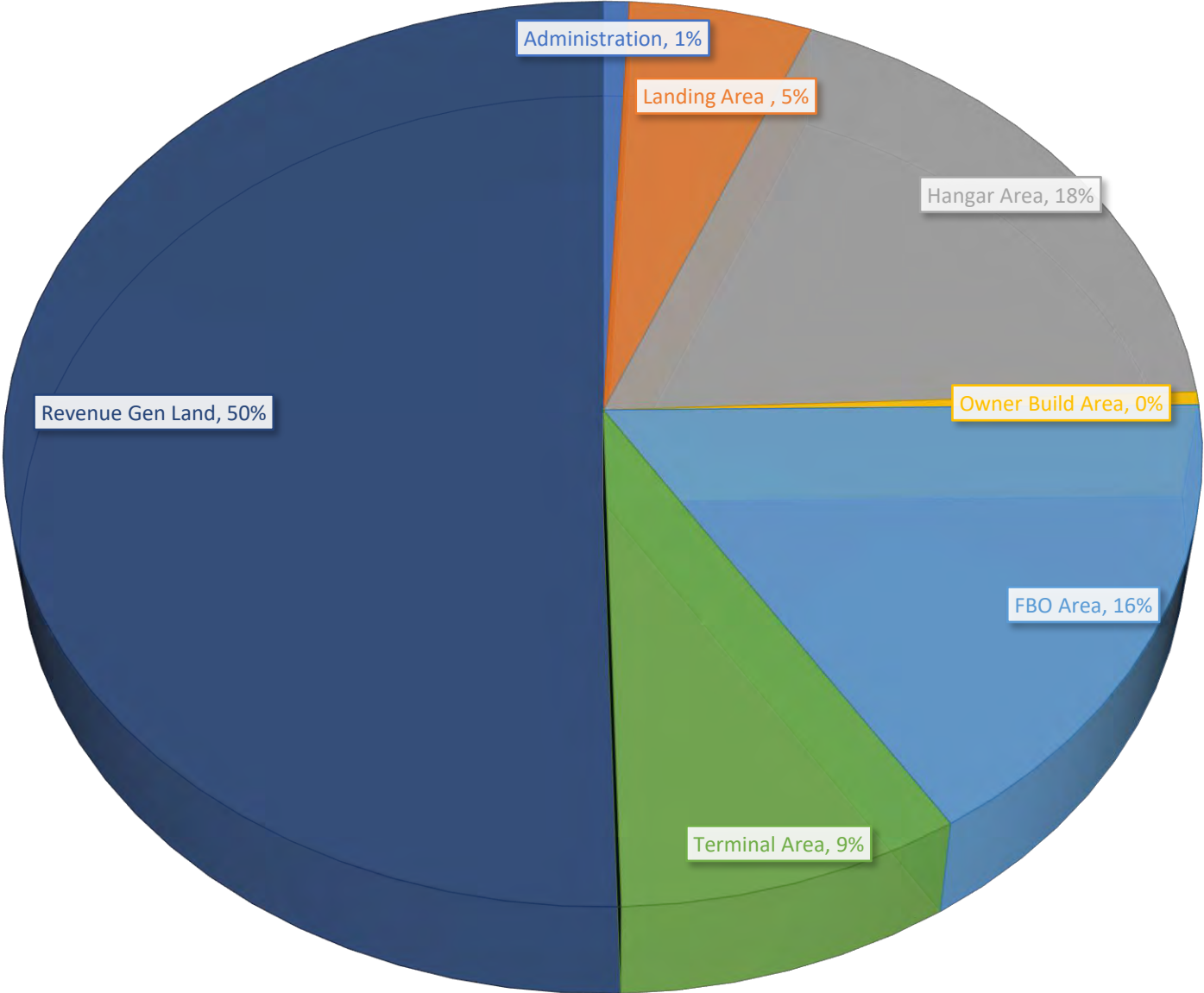
Net Income After Cost Distributed And Depreciation



Net Income Direct Costs Only



REVENUE BY SOURCE





May 25, 2023

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

Subject: Authorization for one staff member to attend the AAEE Accreditation Academy to be held July 9th-14th, 2023, in Denver, CO.

Summary

Ric Tokoph, Manager of Operations and Maintenance, recommends Justin Easley, Airport Maintenance Worker III, to attend this class. Justin is currently studying for the Certified Manager (CM) test. This class is a weeklong intensive course review with the test being offered at the end of the week. A CM will further Justin’s airport knowledge and provide for a more well-rounded District Employee.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$1,995.00	\$1,995.00
	Air Transportation	1		\$591.00	\$591.00
	Ground Transportation	1		\$538.00	\$538.00
	Lodging	1	6	\$191.00	\$1,146.00
	Meals	1	7	\$100.00	\$700.00
	Total:				\$4,970.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$6,352.00
Current Balance for Business Travel	\$78,648.00
Amount of this Request	\$4,970.00
Balance Remaining if Approved	\$73,678.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



May 25, 2023

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

Subject: Authorization for two staff members to attend the SWAAAE Summer Conference to be held July 23rd-26th, 2023, in Phoenix, AZ.

Summary

This Conference offers a packed program with a focus on interactive topics using peer-to-peer discussions involving current events, challenges, and opportunities in our industry. This conference will bring together a diverse group of innovative thinkers from across the region to discuss the ongoing transformation of airports and their professionals.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$495.00	\$990.00
	Air Transportation	2		\$372.00	\$744.00
	Ground Transportation	2		\$30.00	\$60.00
	Lodging	2	3	\$191.00	\$1,146.00
	Meals	2	4	\$100.00	\$800.00
	Total:				\$3,740.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$11,322.00
Current Balance for Business Travel	\$73,678.00
Amount of this Request	\$3,740.00
Balance Remaining if Approved	\$69,938.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
Manager of Finance and Administration



May 25, 2023

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

Subject: Authorization for two staff members to attend the TakeOff North America Air Service Development Conference to be held August 13th-15th, 2023, in Atlantic City, NJ.

Summary

Providing unrivalled opportunities for attendees to meet, collaborate and do business, TakeOff North America 2023 will be pivotal in bringing the US domestic air service development community together. Reengage with your partners, share best practices and discuss the initiatives that will allow this resilient industry to continue to rebuild and grow.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$1,065.00	\$2,130.00
	Air Transportation	2		\$961.00	\$1,922.00
	Ground Transportation	2		\$600.00	\$600.00
	Lodging	2	4	\$139.00	\$1,112.00
	Meals	2	5	\$100.00	\$1,000.00
	Total:				\$6,764.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$15,062.00
Current Balance for Business Travel	\$69,938.00
Amount of this Request	\$6,764.00
Balance Remaining if Approved	\$63,174.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



May 25, 2023

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

Subject: Authorization for one staff member to attend the Airports Council International-North America Annual Conference to be held September 30th- October 3rd, 2023, in Long Beach, CA.

Summary

The ACI-NA Annual Conference and Exhibition allows airports to stay ahead of emerging trends, see the latest industry solutions, and connect with friends and colleagues. While so much has changed in our ever-evolving industry, attendees can continue to count on ACI-NA to deliver a forward-thinking conference agenda that positions the industry for success in the years to come.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$975.00	\$975.00
	Ground Transportation			\$230.00	\$230.00
	Lodging	1	4	\$266.50	\$1,066.00
	Meals	1	5	\$100.00	\$500.00
	Total:				\$2,771.00

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$21,826.00
Current Balance for Business Travel	\$63,174.00
Amount of this Request	\$2,771.00
Balance Remaining if Approved	\$60,403.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration



May 25, 2023

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

Subject: Authorization for one staff member to attend the CalPERS Educational Forum to be held October 2nd-4th, 2023, in Los Angeles, CA.

Summary

This Educational forum allows attendees to choose from a selection of educational sessions tailored to their role, connect one-on-one with CalPERS experts, discuss important issues facing their organization, earn Continuing Education Credit, hear from CalPERS leaders, and Network with colleagues from around the state.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$449.00	\$449.00
	Ground Transportation	1		\$308.00	\$308.00
	Lodging	1	4	\$394.80	\$1,579.21
	Meals	1	4	\$100.00	\$400.00
	Total:				\$2,736.21

Overall Impact:

2023-2024 Budget for Business Travel	\$85,000.00
Previously Approved Business Travel	\$24,597.00
Current Balance for Business Travel	\$60,403.00
Amount of this Request	\$2,736.21
Balance Remaining if Approved	\$57,666.79

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration

REVOCABLE LICENSE AGREEMENT
(Display in Airline Terminal)

This Revocable License Agreement ("License") is made and entered into this 25th day of May 2023, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California (hereinafter "District") and Valley Art Gallery, a California Non-Profit Corporation (hereinafter referred to as "Licensee"); jointly referred to hereinafter as the "Parties".

RECITALS

- A. District owns and operates the Santa Maria Public Airport (hereinafter "Airport") located in the City of Santa Maria, County of Santa Barbara, State of California. The Airport Terminal Building at the Airport has Display Space available.
- B. Licensee desires to secure from District a non-exclusive, non-transferable and revocable license to use Display Space in the Airline Terminal Building at the Airport to display artwork during term of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants hereinafter contained to be kept and performed by the Parties hereto, the Parties agree as follows:

1. License. District hereby gives Licensee, under the conditions set forth herein, a non-exclusive, non-transferable and revocable license to place approximately 45 pieces of artwork by Licensee in Display Spaces in the Terminal Building, at 3249 Terminal Drive, Santa Maria, CA 93455, at the location shown on the diagram marked Exhibit "A", attached and incorporated by this reference (the "Premises"). District reserves the right to amend the space available upon 30 days written notice to Licensee. District reserves the right to install, maintain or license other displays in the Terminal Building.
2. Term/Termination of License. The term of this License shall be one year commencing July 1, 2023 and expiring on June 30, 2024.
3. License Fees. Not Applicable
4. Permitted Use of Display. Subject to the terms and conditions set forth, Licensee may use the Display Space only as described in Paragraph 1. Specific artwork is subject to review and approval of District's General Manager and shall be tasteful and sensitive to the primary nature of the space as a passenger terminal. The Display shall not contain any items or materials which advertise, promote or comment on any person, business, service, entity, cause, belief or action.
5. Utilities and Building Services. District will provide adequate light, heat, water, janitorial service and air conditioning for the public spaces in the Terminal Building.
6. Taxes, Rents. Licensee shall pay, before delinquency, any and all taxes, assessments, fees or charges, including possessory interest taxes which may be imposed, levied or assessed upon any leasehold or possessory interests of

Licensee, and personal property, improvements or fixtures owned, controlled or installed by Licensee and used or located on the Airport. Licensee shall also secure and maintain in force during the term of this License all licenses and permits necessary or required by law for the conduct of Licensee's business or operations.

7. Use and Condition of Premises. Licensee may use the Display Space only for the permitted uses herein. Licensee represents that it has inspected the Display Space and accepts the condition and location of the Display and assumes all risks incidental to use thereof.

8. Parking. While setting up or changing the contents of the Display, vehicles of Licensee and Licensee's employees and invitees shall be parked only in areas designated by District.

9. Licensee's Agreements. Licensee agrees to do all of the following:

- a. Comply with the rules, regulations and directives of District related to use of the Display, the Airport and its facilities.
- b. Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Licensee's use of the Display, the Airport and Airport facilities.
- c. Deliver possession of the Display Space to District on termination of this License in at least as good condition as it is at the inception of this License, ordinary wear and tear and damage by fire or act of God excepted, and free of any personal property.
- d. Maintain the Display Space in a clean, orderly and safe manner at all times.

10. Prohibitions. Licensee agrees not to do any of the following:

- a. Install or place any material or items in the Display without the prior written approval of District's General Manager.
- b. Store any property on the Airport in addition to the artwork on display.
- c. Alter, change, or improve the Display without District's prior written consent.
- d. Fasten or erect any sign on the Display Space or the Airport without the written consent of District.
- e. Assign this License or any portion thereof.
- f. Use the Display in any manner not consistent with the International Conference of Building Officials Uniform Building Code and Western Fire Chiefs Association Uniform Fire Code editions currently in use.

- g. Place any toxic, hazardous or explosive materials or items in the Display Space.

11. Notices. Notices required under this License shall be by United States Mail, postage prepaid, addressed as follows:

District: Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455
Attention: General Manager

Licensee: Valley Art Gallery
PO Box 2285
Santa Maria, CA 93455
Attention: Rob Paulus

Either party may change its address for notices by written notice to the other party.

12. Indemnification and Release. Licensee shall indemnify, hold harmless and defend (with counsel acceptable to District) District, its officers, directors, employees and representatives from and against any and all claims, demands, liability, loss, damages, costs, attorneys' fees and other expenses resulting or allegedly resulting from Licensee's performance under this License or Licensee's use, misuse or neglect of the Display, the Airport or the Airport facilities. Licensee releases District, its officers, directors, employees and representatives from any and all loss or damage to the Display and their contents, regardless of cause.

13. Security. District shall have no obligation to provide security for the Display.

14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other under this License, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

15. Assignment. Licensee shall not assign or transfer this License, in whole or in part, in any manner, directly or indirectly, by operation of law or otherwise. Any attempt to assign or transfer this Agreement in violation of the provisions of this paragraph shall immediately terminate the License.

16. Interpretation and Venue. This License shall be governed by and construed in accordance with the laws of the State of California. This License has been entered into and is to be performed in the City of Santa Maria, County of Santa Barbara, State of California. Any legal action relating to this License shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

17. FAA Rider. The provisions of the Federal Aviation rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

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

Dated: May 25, 2023

Approved as to content for District

General Manager

Approved as to form for District:

District Counsel

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Ignacio Moreno, President

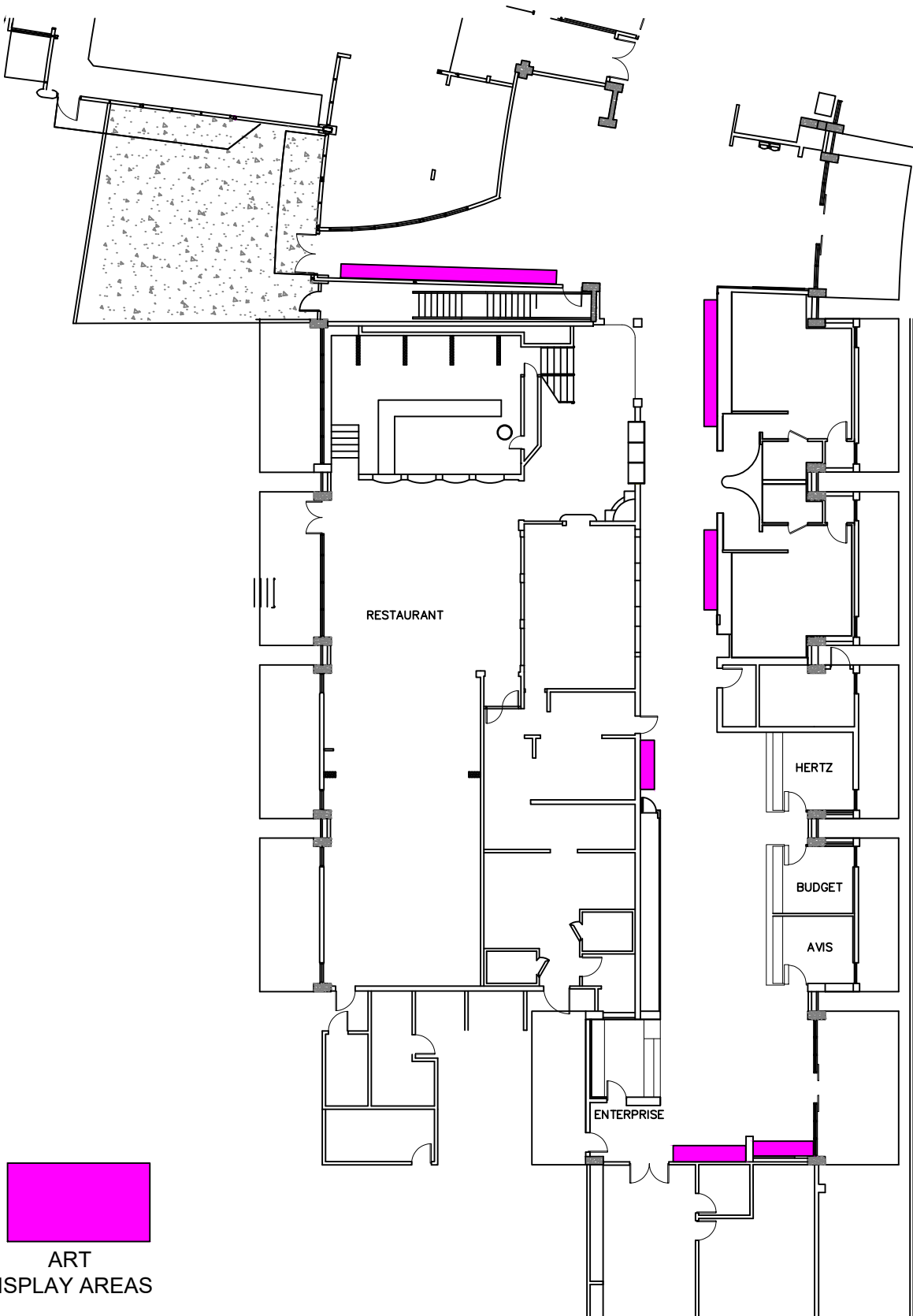
By: _____
David Baskett, Secretary


PERMITTEE:

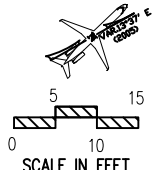
Valley Art Gallery

Rob Paulus, President

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ART
DISPLAY AREAS



3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

DATE	BY	DRAWN BY:
6/10/19	RH	RH
3/16/13	RH	

EXHIBIT "A"
DATE: _____

3249 TERMINAL DR.
VALLEY ART GALLERY

DRAWING
TOWN CENTER
GALLERY
1 OF 1

EXHIBIT "B"

RIDER

Rider to the Revocable Permit dated July 1, 2023, herein called "License") between Santa Maria Public Airport District (herein called "District") and Valley Art Gallery (herein called "Licensee").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached; District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

REVOCABLE PERMIT AGREEMENT
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 15th day of May 2023;

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, 2023, to May 31, 2024, 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 25, 2023

Approved as to content
for District:

General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By _____
Ignacio Moreno, President

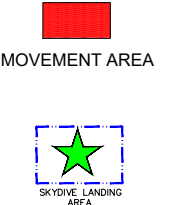
Approved as to form
for District:

District Counsel

By _____
David Baskett, Secretary

SKYDIVE SANTA BARBARA LLC.

By _____
David Hughes, Member/Manager

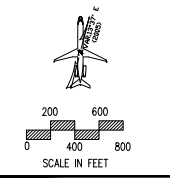


SKYDIVE

 SANTA BARBARA, LLC.

 REVOCABLE PERMIT

 AGREEMENT



DRAWN BY:

 RAY HEATH

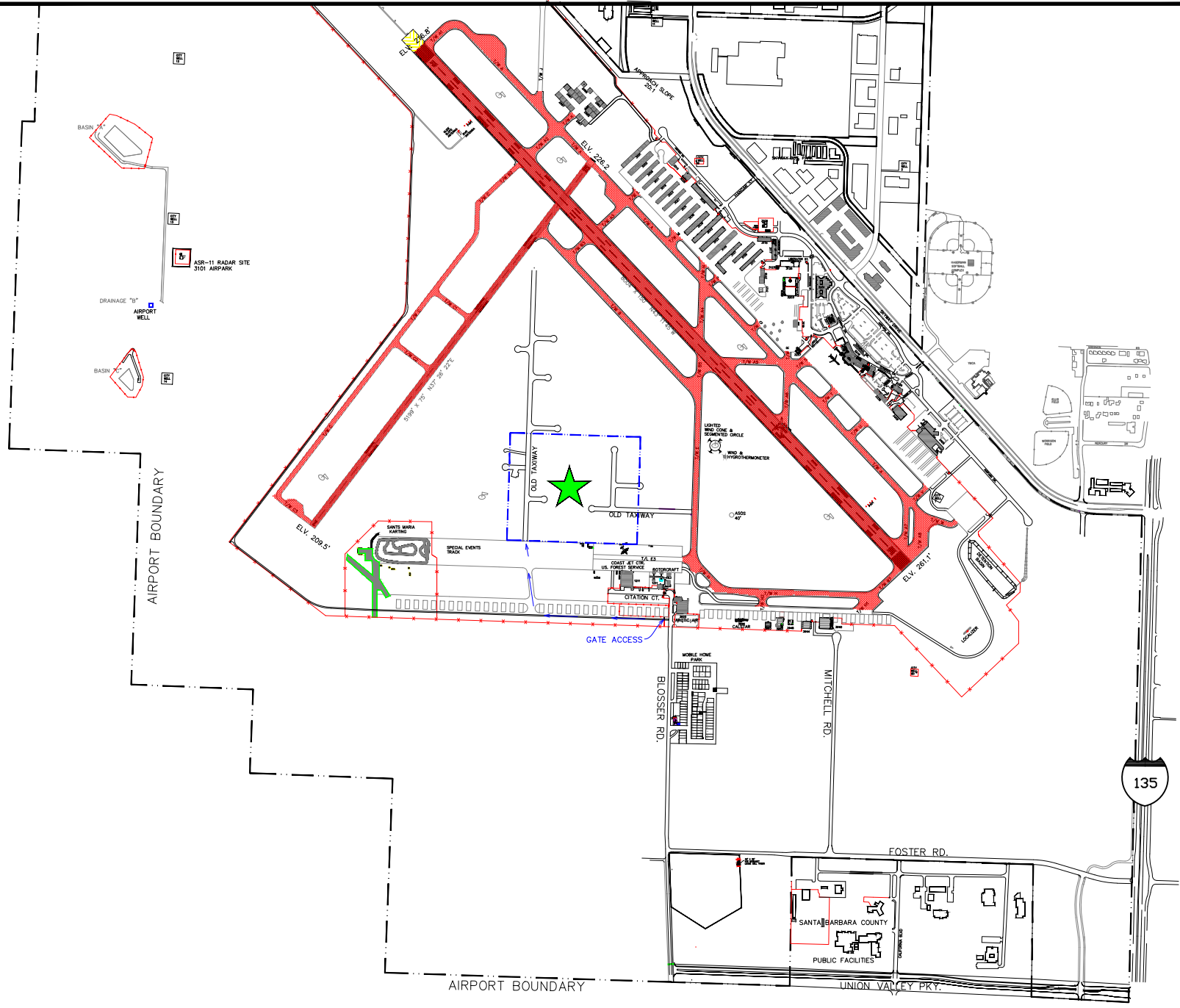
REVISIONS	
DATE	By:
4/29/19	RH

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:

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

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

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

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

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

SIGNATURE _____ **DATE** _____

WITNESS _____ **DATE** _____

UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC TANDEM PARACHUTE JUMPER AGREEMENT

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

be attached during my intentional parachute jump;

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

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

*Initial

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

*Initial

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

*Initial

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

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

*Initial

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

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

*Initial

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

*Initial

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

*Initial

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

*Initial

I freely and voluntarily agree to all of the above by signing this contract on the _____ day of _____
(day) (month and year)
at Lompoc, CA
(location)

JUMPER: (Please Print Neatly)

Name: _____

Signature: _____

Driver's License Number: _____

Age: _____ Birthdate: _____

Address: _____

Telephone #: _____

Witness: _____

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

CONSENT TO SUBLEASE

When fully executed this agreement shall become an addition to the **Fourth Amendment Lease** dated **February 25, 2021**, between GRESSER, INC., A California Corporation (“Tenant”) and Santa Maria Public Airport (“District”).

The parties agree as follows:

1. For the entire term of the Lease, District grants permission for Tenant’s affiliated company, JDB Pro Inc., dba Central West Produce to sublease the Premises. All subleases will be approved by the District in accordance with the lease agreement.
2. This Consent shall in no way release or discharge Tenant from its obligations under the Lease for the entire term thereof, it being understood that Tenant shall remain the guarantor of performance of all obligations of Tenant under the Lease.
3. All other terms and conditions of the original Lease and subsequent amendments shall remain in effect.

Dated: May 25, 2023

DISTRICT:

Approved as to content for District:

Santa Maria Public Airport District

General Manager

Ignacio Moreno, President

Approved as to form for District:

David Baskett, Secretary

District Counsel

TENANT:

SUB TENANT:

Gresser, Inc., A California Corporation

JDB Pro Inc., dba Central West Produce

Bryan Gresser, President

Bryan Gresser, President

CONSENT TO SUBLEASE

When fully executed this agreement shall become an addition to the **Fourth Amendment Lease** dated **February 25, 2021**, between GRESSER, INC., A California Corporation (“Tenant”) and Santa Maria Public Airport (“District”).

The parties agree as follows:

1. District grants permission for Tenant’s affiliated company, JDB Pro Inc., to sublease to **SunLife Farm, Inc.**, attached hereto as Exhibit “A”.
2. This Consent shall in no way release or discharge Tenant from its obligations under the Lease for the entire term thereof, it being understood that Tenant shall remain the guarantor of performance of all obligations of Tenant under the Lease.
3. All other terms and conditions of the original Lease and subsequent amendments shall remain in effect.

Dated: May 25, 2023

DISTRICT:

Approved as to content for District:

Santa Maria Public Airport District

General Manager

Ignacio Moreno, President

Approved as to form for District:

David Baskett, Secretary

District Counsel

TENANT:

JDB Pro Inc., dba Central West Produce

Bryan Gresser, President

EXHIBIT "A"

AGRICULTURAL SUB-LEASE

BETWEEN

SunLife Farm Inc.

“SUB-TENANT”

AND


JDB PRO, INC.


A California Corporation

“TENANT”

**Airport Ranch 4
Approximately (55.69) acres located at
The Santa Maria Public Airport
Santa Maria, CA 93454**

September 1, 2022


Tenant


Sub-Tenant

SUBLEASE AGREEMENT

THIS AGREEMENT, dated **September 1, 2022**, is made and entered into by and between JDB PRO, INC., a California Corporation (“Tenant”) and **SunLife Farm Inc.**, (“Subtenant”).

WHEREAS:

Tenant by this agreement intends to sublease to Subtenant approximately **fifty-five and sixty-nine hundredths (55.69)** acres (which includes a 10% factor for roads) of the leased premises, APN **111-231-017**, subject to the conditions, covenants and provisions of the Lease and as hereinafter set forth.


NOW, THEREFORE, it is agreed as follows:

1. Sublease. Tenant does hereby sublease to Subtenant, and Subtenant leases from Tenant, upon the terms, conditions, covenants and provisions hereinafter set forth, for term commencing **September 1, 2022**, and ending **August 31, 2023**, unless sooner terminated as hereinafter provided, approximately **fifty-five and sixty-nine hundredths (55.69)** useable acres (which includes a 10% factor for roads; exact acres to be determined after ground work is completed), as outlined in red on Exhibit “A” attached hereto and made a part hereof (“Subleased Premises”), upon the terms, conditions, covenants and provisions set forth, and subject to all existing easements, rights and matters of record.

Should Subtenant hold over and continue in possession of the Sub-Leased Premises after termination of the original term of this Sublease or any extension of the term of this Sublease, Subtenant’s continued occupancy, shall with Tenant’s consent be treated as a tenancy from day to day, at a rental rate of One Hundred Dollars (\$100.00) per acre times the number of acres in any field held over for each day past **August 31, 2023**, and subject to all of the terms and conditions of this Sublease. Nothing herein shall be deemed to constitute permission for Subtenant to hold over after expiration of the term of this Sublease.

2. Rent. Subtenant agrees to pay as rental for the used and occupation of the said premises for the period of **September 1, 2022** to **August 31, 2023** at the rate of **two thousand seven hundred dollars (\$2,700.00)** per acre per year. The total sum of **one hundred thirty-five thousand dollars (\$150,363.00)**, shall be payable in One (1) installment(s) in the amount of **one hundred thirty-five thousand dollars (\$150,363.00)** due and payable in advance on or before **September 1, 2022**, continuing until paid in full. If rent is not paid in full by due date(s), Subtenant shall pay interest at the lesser of 10% per annum or the then highest rate allowed by law upon all amounts due.

3. Assumption by Subtenant. Subtenant hereby expressly assumes and agrees to perform and be bound by all obligations, covenants and conditions to be kept, performed or observed by Tenant under the Lease during the term of this sublease as such obligations, covenants and conditions apply to the Subleased Premises or the use thereof or the use of the Airport by Subtenant. Subtenant acknowledges receipt of a copy of the Lease.



Tenant



Sub-Tenant


4. Assumption of Risks. Subtenant represents that Subtenant has inspected the Airport and the Subleased Premises. Neither Tenant nor District shall be liable to Subtenant for any damages of injury to persons or property of any of Subtenant’s agents, employees, visitors, guests, or invitees form any cause or condition whatsoever.

5. Indemnity. Subtenant shall defend, indemnify, and be held harmless to the District, District’s directors, officers, employees, agents and representatives, (hereinafter collectively referred to as “District”) Tenant, and the Subleased Premises at all times from and against any and all liability suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character in which Tenant or District may incur, sustain or be subjected to (hereinafter collectively referred to as “Liabilities”) arising in, on, or about the Subleased Premises regardless of cause, including those attributable in whole or in part to District’s negligence, or arising out of or in any way connected with: the acts or omissions of Subtenant or its officers, agents, employees, guests, customers, visitors or invitees; or Subtenant’s operations on, or use or occupancy of the Subleased Premises.

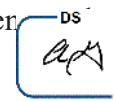
Subtenant shall also indemnify, defend and hold Tenant and District harmless from and against any Liability including third party claims, environmental requirements and environmental damages (as defined in Exhibit “B”), costs of investigation and cleanup, penalties, liens, and losses (including, without limitation, diminution in property value of the Subleased Premises or the improvements thereon or the airport or District’s property or improvements in the vicinity of the Subleased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (hereinafter collectively referred to as “Released”) of any toxic or hazardous materials (defined in Exhibit “B”) which occurs in, on or about the Subleased Premises or the Airport as the result of the activities of Subtenant or Subtenant’s agents, employees, invitees, licensees, guests, successors or assigns. Subtenant shall notify Tenant and District immediately of any Release of any toxic or hazardous material on the Subleased Premises.

6. Insurance. Subtenant shall in full force and effect at all times maintain public liability as well as Worker’s Compensation Insurance incident to his or its farming operations and **shall name Tenant and District as named insured upon** said policies and show proof of said insurance coverage as a material and necessary covenant of this Sub-Lease. The face amount of said liability policy shall be a minimum of \$1,000,000.00. The failure to maintain said applicable insurance policies shall be sufficient grounds to terminate this Sub-Lease forthwith and Subtenant does consent to the re-entry upon said premises by Tenant or its agents to correct any condition which is causing or shall be liable to cause injury or damage to persons or property on or off said demised premises. An order of Court shall not be necessary because of the exigent circumstances existing permitting said re-entry. Subtenant shall secure and maintain said insurance, without cost to Tenant and/or District.

7. Subtenant’s Liability. A novation or substitution of Subtenant for Tenant as tenant under the Lease or as to the Subleased Premises is not intended by this agreement. Tenant is not released from any liability to District for performance and observation of the obligations and conditions of the Lease thereof. District shall have the right, but not the obligation, to enforce against Subtenant, without the consent or compliance of Ter



Tenant



Sub-Tenant

provisions of the Lease and this sublease as they apply to Subtenant or the Subleased Premises.

8. Business Entity. This Sub-Lease creates no business entity between the Subtenant and Tenant. No partnership, joint venture, co-farming, tenant farming, or other business relationship is created. Tenant does not control, manage, or direct the farming operations of Subtenant and acts solely as a Tenant and in no other capacity. However solely in the interest of an orderly business relationship, Subtenant shall provide Tenant a copy of and shall keep in full force both a policy of Workers Compensation Insurance as well as a Public Liability policy naming Tenant and District a named insured upon said liability policy. Failure to maintain said policies is a material breach of this Sub-Lease.

9. Termination. This Sublease is subordinate to the Lease. This sublease shall terminate upon termination of the Lease for any cause provided therein.

District reserves its rights to terminate all or a portion of Lease and this Sublease for any reason specified under paragraph 18 of the Lease, including but not limited to, termination if the City of Santa Maria requires District to eliminate or reduce acreage for irrigated crops as a condition of development on any Airport property, including but not limited to the Santa Maria Research park and/or a golf course. Either Tenant or District may at its option cancel and terminate this sublease by written notice thereof to Subtenant upon or after occurrence of any of the following events:

- a. Filing by or against Subtenant of a voluntary or involuntary petition in bankruptcy or for reorganization or taking of Subtenant's assets pursuant to proceedings under the Federal Reorganization Act, or the adjudication of Subtenant as a bankruptcy, or the appointment of a receiver of Subtenant's assets, or divestiture of Subtenant's assets or estate herein by operation of law or otherwise, or assignment by Subtenant of its assets for the benefit of creditors.
- b. Failure of Subtenant to pay rent and other sums payable under this sublease.
- c. Breach by Subtenant or failure of Subtenant to keep, observe or perform any of the covenants, conditions or provisions herein contained on the part of Subtenant to be observed, kept, or performed.
- d. Dissolution or liquidation of Subtenant or of all or substantially all its assets.
- e. The transfer in whole or in part of Subtenant's interest in this sublease or in the operation of law, whether by judgment, attachment, execution, process or proceeding of any court or any other means.

Upon termination of this sublease, Tenant and District, or either of them, shall have the right, without further demand or notice, to reenter the Subleased Premises and reject all persons and remove all property therefrom and to recover the rent payable thereunder by Subtenant to date of termination, including court costs and attorney's fees, that might be incurred by Tenant to enforce any provisions of this Sub-Lease.

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evict or dispossess Subtenant and recover possession of the Leased Premises, irrespective of whether or not court action shall be brought.

10. Right to Terminate for Breach. Each term, covenant, and condition of this agreement is a material term, covenant, and condition thereof. If Sub-tenant fails to perform and/or comply with any term, covenant or condition hereof for a period of three (3) days after written notice from Tenant to comply therewith in case of failure to pay money or ten (10) days in case of any non-monetary failure, the Tenant at its option may:


a. Declare the Sub-Lease term ended and re-enter the lease property or any part thereof with or without process of law, and repossess and enjoy the same without prejudice to any remedies that might otherwise be used for arrears of rent or other breach hereof; or

b. Without declaring this Sub-Lease ended, may re-enter the Sub-Leased property and relet the whole or any part thereof for the account of Sub-Tenant, upon such terms and conditions and at such rent as Tenant can then obtain, and may apply such rents to the amounts due from Sub-Tenant hereunder, which amounts due shall also include expenses of such re-letting and any other damage or expenses sustained by Tenant, and may thereafter at any time recover from Sub-Tenant the balance then due the Tenant. If Tenant shall exercise such right of re-entry, then Tenant shall have the right to take ownership and possession of all crops, harvested or unharvested, and shall not be obligated to compensate Sub-tenant for them, and shall have the right to remove all persons and Sub-tenant's property from the premises. Tenant may sell or store Sub-tenant's property removed in public warehouse or elsewhere at Sub-tenant's expense and for its account. Tenant shall not by any re-entry or other act be deemed to have terminated this lease or the liability of Subtenants for the total rent due under the terms of this lease, or any installment thereof, due or thereafter accruing, or for damages, unless Tenant shall notify Subtenant in writing that Tenant has elected to terminate the same. In addition to the remedies hereinabove provided, Tenant shall have such other and further remedies as may be allowed by law, including but without limitation thereto those provided by section 1951.2 of the Civil Code of California. All remedies of Tenant specified herein shall be cumulative as to each other and as to all remedies allowed by law.

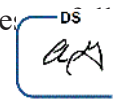
11. Assignment and Subletting. Subtenant shall not assign or encumber this sublease or any interest, right or privilege herein or sublet the whole or any portion of the Subleased Premises, or license or grant concessions for use of the Sublease Premises or any part thereof. Any such assignment, encumbrance, transfer, sublease, permit or concession, shall be void and, at the option of District or Tenant, shall terminate this sublease.

12. Subordination. This Sublease is subject to and subordinate to the Lease.

13. Notices. All notices required herein shall be in writing and may be given by personal delivery or certified mail, postage prepaid, and addressed to the parties as follows:



Tenant



Sub-Tenant

To Tenant at: 3250 Skyway Drive Ste 201
Santa Maria, Ca 93455

To Lessee at: 524 E Chapel St
Santa Maria, CA 93454

Any party may at any time change its address for such notices by giving notice of such change to the other parties. Delivery of any notices provided for herein shall be deemed completed upon being deposited at any United States Post Office branch or substation or in any United States mailbox or at the time of personal delivery.

14. Use. The Subleased Premises shall be used by Subtenant only for vegetable and strawberry farming purposes. Subtenant agrees not to store any supplies, materials, parts, or components outside the Subleased Premises. Subtenant agrees that District and any utility companies may enter the Subleased Premises at any time for the purpose of inspection, repair, maintenance, installation and replacement of pipes, lines, and other facilities.


15. Farming Operations. All farming operations on said premises shall be performed at the sole cost and expense of Subtenant and Subtenant agrees to keep the premises free and clear of all liens or claims of any kind for labor or other rodents on said premises. Subtenant shall abide by all laws and obtain all permits necessary in the application of pesticides, herbicides, defoliants, fumigants, or rodenticides. It shall be the sole financial responsibility of Subtenant to pay for and obtain all governmental approvals and licenses to carry out these intended purposes. Subtenant shall be solely responsible for all costs and expenses arising out of its farming operations

16. Use of Water Wells. Subtenant shall have the nonexclusive use of Tenant's water wells, pumps, motors, and irrigation lines which supply water to the Subleased Premises. The well is not located on the Subleased Premises. Subtenant agrees to pay their pro-rata share of the cost to operate, maintain, and repair such pumps, motors, and lines. Subtenant agrees not to sell any water from said well or the Leased Premises nor use water from the well on any other lands. Tenant does not guarantee that its water wells and pumping plants will furnish any specified amount of water, and it is agreed that Tenant shall not be liable to Subtenant for any damage to crops on account of the failure of said water supply for whatever reason. It is agreed that if there is a failure of the water supply from said wells and pumping plants and if Tenant is unable to correct such failure within a reasonable period, then Subtenant may terminate and cancel this sublease, in which event rent shall be prorated to the date of such cancellation. The foregoing shall not apply if such water failure is due to any fault or negligence of Subtenant. Such right of cancellation shall be Subtenant's sole remedy in the event of failure of such water supply.

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
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a. **Water Monitoring/Nitrogen Reporting Responsibility:**


 Water Monitoring/Nitrogen Reporting: Subtenant acknowledges that the Premises is located in the Central Coast under the jurisdiction of the Central Coast Regional Water Quality Control Board (CCRWQCB) and as such, is subject to reporting requirements in the Ag. Order and surface water monitoring and reporting responsibilities coordinated by Central Coast Water Quality Preservation Inc (CCWQPI). Subtenant, therefore, agrees to comply with all water quality regulations and maintain detailed information needed by Tenant to complete and submit the Total Nitrogen Applied Report Form and will provide Tenant with requested information. Subtenant shall also be responsible for paying a fee of Twenty Dollars (\$20.00) per acre, a total of \$1,113.80, due **September 1, 2022** to Tenant to cover assessments and reporting to said agencies on their behalf. Subtenant shall also pay any additional fees, fines, penalties, monitoring fees or other liabilities incurred for water monitoring on the Premises during the Sublease term imposed by CCRWQCB & CCWQP and/or any other water monitoring agency within the central coast.

17. Acceptance of Premises. Subtenant accepts the Subleased Premises in the condition the same now is, with knowledge of the condition of the land, fences, pipelines, and all other improvements located thereon. It is agreed that District and Tenant make no warranties concerning the quality or condition of the soil of the Subleased Premises. It is expressly understood and agreed that the District and Tenant shall not be liable or obligated in any manner for any damages or claims that may arise because of residual insecticides, chemicals and the like, if any, which the soil may contain. Upon the expiration or sooner termination of this sub-lease, Subtenant agrees to surrender the premises to Tenant in the same condition as when received, reasonable wear and tear and damage by fire, the elements, or other causes beyond Sub-tenant's control accepted.

18. Cleanliness of Premises. Subtenant agrees to keep said premises in a clean and wholesome condition at all times, free from accumulations of rubbish, waste, and the like, and agrees to keep all fenced, headlands, ditches and unused portions of the premises free and clear of all noxious weeds and plants at all times. Subtenant shall commit no waste upon the demised premises or permit erosion or cause damage to the abutting or contiguous Subtenants or fee owners by directing or permitting surface waters to run in an un-natural course. At all times, Subtenant shall keep and maintain his or her demised properties in a neat, clean, and hygienic condition and shall use farming practices commensurate with the best farming practices in the area. If Subtenant is not actively maintaining the existing crop including irrigation, Tenant will give Subtenant a written five (5) day notice to clean and remove crop, if Subtenant does not comply after written notification, Tenant or its agents shall enter onto the property to clean, double-disc and remove any materials from said crop at the sole option of the Tenant and Subtenant shall expressly be liable for all costs and expenses incident to the removal of the crop. Trash collecting on the sub-leased premises is not permitted, If Subtenant shall, at any time, fail or refuse to remove trash, agricultural refuse, un-operating equipment, abandoned vehicles, or any other materials from the demised premises after five (5) days written notice from Tenant, Subtenant or its agents or employees may remove said materials and/or trash at the sole option of Tenant and Subtenant shall expressly be liable for all costs and expenses incident to said trash removal. Subtenant expressly gran



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permission to Tenant or its agents to enter upon said premises at all reasonable times, day, or night, to enter and remove any restricted materials using such mechanical or electrical equipment as Tenant deems necessary or appropriate.

If at any time it is mutually agreed by Subtenant and Tenant that Subtenant may cut back the crops grown on the premises, Subtenant must cut sides and remove plastic prior to cutting back. Subtenant agrees to remove all plastic, clean premises, and have ready to disk no later than four (4) days prior to the lease end date. If Subtenant does not comply, Tenant or its agents shall enter onto the property to clean double-disc and remove any materials from said crop at the sole option of the Tenant and Subtenant shall expressly be liable for all costs and expenses incident to the removal of the crop. Further Subtenant is responsible for the removal of substantially all plastic used in the growing of strawberries. It is understood that plastic remnants will be remaining even though Subtenant will endeavor to return the field free of plastic. Subtenant will return after subsequent tenant does groundwork to pick up remaining plastic that has been brought to the surface. Tenant reserves the right at their discretion to perform any duties needed to maintain the cleanliness of the premises and bill Subtenant for costs incurred.

19. Prevention of Escape of Irrigation Water/Compliance with Recycled Water Requirements. Subtenant agrees to irrigate the premises in such a manner as to prevent water from escaping onto lands of other adjoining landowners or land owned by District and/or Tenant or upon public highways, and in the event of any such escaping of irrigation water, Subtenant agrees to pay all damages occasioned thereby, and to take all necessary steps to prevent any such escape of irrigation water in the future at Subtenant's sole cost and expense. Subtenant, as the ultimate user of recycled water, shall comply with all applicable provisions of the Agreement to Use Recycled Water, as amended, including but not limited to, the requirement to use farming industry best management practices regarding the use, application, and limitations of recycled water.

20. Taxes. Subtenant shall pay before delinquency any and all taxes, (including real property taxes) assessments, fees or charges, including possessory interest taxes, which may be imposed, levied or assessed upon any leasehold or possessory interests of Subtenant, and personal property, improvements or fixtures owned, controlled or installed by Subtenant and used or located on the Airport or Subtenant's business. By entering this sublease, a possessory interest subject to property or other taxation may be created, and Subtenant may be subject to payment of taxes levied on such interest. Subtenant shall pay all such taxes.

21. Compliance with Laws. Subtenant shall secure and maintain in force during the term of this Sublease all licenses and permits necessary or required by law for the conduct of Subtenant's business or operations. Subtenant shall abide by and comply with all applicable and valid laws, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning labor, immigration, air quality and/or water quality, fire and/or occupational safety, which may apply to the conduct of Subtenant's business at the Airport. Subtenant specifically agrees that it is a condition of the continuation of this Sublease that all materials used by Subtenant for which a Material Safety Data Sheet is required, or otherwise referenced or listed on Exhibit "B", will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet or the requirements of

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governmental agency with authority to regulate such storage, use and disposal. Subtenant further agrees to maintain adequate storage and disposal facilities off the Subleased Premises. Subtenant will maintain on the Subleased Premises and make available for inspection at any reasonable time adequate records of material stored, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests for material shipped from the Subleased Premises.

22. District's Right to Terminate. District may terminate this Sublease, upon sixty (60) days written notice to Tenant and Subtenant, if District determines that irrigation of the Subleased Premises is contributing to soil saturation/liquefaction beneath the Airport operating pavements. District and Tenant shall refund a pro rata portion of any prepaid rent.

23. Irrigation. Tenant and Subtenant agree that they will permit and utilize only drip system means to irrigate strawberry plants on the Subleased Premises. Subtenant may use sprinkler systems to prepare the premises for planting.

24. Subordination. This Sublease is subordinate to any rights granted in the past or in the future by District to the City of Santa Maria or any utility company for construction and operation of water wells, pipelines, sewer line construction or reconstruction, brine disposal well operations, access roadways and fencing associated therewith. This Sublease is further subordinate to District's operation and construction and maintenance of water reclamation and flood control projects including dams, ditches, reservoirs and pipelines and rights thereto granted to the Santa Barbara County Flood Control and Water Conservation District.

25. Attorney's Fees. Subtenant agrees to pay all costs and expenses, including reasonable attorney's fees, that might be incurred by Tenant to enforce any provisions of this Sub-Lease or to evict or dispossess Subtenant and recover possession of the Sub-leased Premises, irrespective of whether or not court action shall be brought.

26. Federal Aviation Administration Rider. The provisions of the FAA Rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

LANGUAGE: This agreement shall be interpreted in the English Language. If any of the signatories hereto do not speak and understand the English Language, they **SPECIFICALLY ACKNOWLEDGE THAT THEY HAVE TAKEN THIS AGREEMENT** with them out of the office where it was obtained to have it explained and discussed in their primary language by their advisor, attorney, accountant or other trusted individual. **REPRESENTATIVES OF CENTRAL WEST PRODUCE ARE NOT AUTHORIZED TO MAKE ANY ORAL AGREEMENTS OR ASSURANCES. DO NOT SIGN THIS SUB-LEASE IF YOU BELIEVE THAT THERE ARE ANY AGREEMENTS OR UNDERSTANDINGS BETWEEN THE SUB-TENANT AND TENANT THAT ARE NOT SET FORTH IN WRITING IN THIS SUB-LEASE OR IN OTHER DOCUMENTS. REPRESENTATIVES OF CENTRAL WEST PRODUCE ARE EXPRESSLY NOT ABLE TO DISCUSS THE LEGAL MEANING OF THIS AGREEMENT AND ARE SPECIFICALLY NOT AUTHORIZED TO DISCUSS THE LEGAL AFFECT, TAX CONSEQUENCES, OR OTHER ISSUES RAISED BY ITS TERMS.**

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IN WITNESS WHEREOF the parties have executed this instrument at Santa Maria, California as of the date and year above first written. Scanned and electronically mailed signatures, or signatures sent by facsimile shall have the same force and effect as original signatures.

DATED: September 1, 2022

“Tenant”
JDB PRO, INC.

DocuSigned by:
Daniel Gresser
By: CBC0EF8CD687494...
Daniel Gresser

“Sub-Tenant”
SunLife Farm Inc.

DocuSigned by:
Araceli Gaspar
By: BD18F01907054C3...
Araceli Gaspar

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EXHIBIT "A"
HAZARDOUS MATERIAL
Definitions


A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

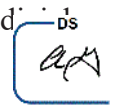
- (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or
- (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or
- (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or
- (iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or
- (v) the presence of which on adjacent properties could constitute a trespass by; or
- (vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or
- (viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable jud



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
administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, loans, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as a result of any of Tenant's use or occupancy of the Premises or the Airport or as the result of any of Tenant's (or Tenant's agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and


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
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein.
4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.

EXHIBIT "B"
RIDER

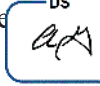
Rider to Land Lease dated **September 1, 2022** (herein called "this lease") between GRESSER, INC. (herein called "Tenant") and **SunLife Farm Inc.**, (herein called "Subtenant") covering use of land at Santa Maria Public Airport (herein called the "Airport").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased premises described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and re



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leased premises and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.
6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased premises.
7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.
9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.
10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation, or maintenance of the Airport.
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction

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building is planned for the leased premises, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased premises.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
13. There is hereby reserved to District, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.
14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased premises above the mean sea level elevation of 359 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of Tenant.
16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

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CROP EXHIBIT

This **CROP EXHIBIT**, which is entered into effective as of the day **September 1, 2022** of supports the Marketing Agreement (the "Agreement"), dated the day of **September 1, 2022** by and between **JDB Pro, Inc. dba Central West Produce** (“**Central West**”) and **SunLife Farm Inc., 0** (Grower"). Terms not defined in this Crop Exhibit shall have the meanings attributed to them in the Agreement. This Crop Exhibit shall be interpreted and applied as a part of the Agreement as if set forth in the Agreement in its entirety. This Crop Exhibit sets forth certain specific responsibilities and rights of Grower and Central West for the season(s) set forth below.

Grower hereby confirms that it has been provided with the Food and Ag Code Exhibit referred to in the Agreement, and hereby reconfirms all of the waivers made by Grower in the Agreement, including, without limitation, those waivers relating to various provisions of the California Food and Agricultural Code and set forth in Section 8.F. of the Agreement.

1. **NAME AND ADDRESS OF CENTRAL WEST:**
JDB Pro, Inc. dba Central West Produce
3250 Skyway Drive Ste 201
Santa Maria, Ca 93455
Attention: Daniel Gresser

2. **NAME AND ADDRESS OF GROWER:**
SunLife Farm Inc.
524 E Chapel St
Santa Maria, CA 93454
Attention: Araceli Gaspar

3. **SALES CHARGES:** Central West's Sales Charges and Cooling Charges described in Section 11.B. of the Agreement shall be as follows:

<u>Crops:</u>	<u>Sales Charges:</u>	<u>Food Safety Charges:</u>	<u>Cooling Charges:</u>
Strawberries	7%	\$.005 per carton + per season	\$.50 per carton

Farm Plan/Water Monitoring Fee:
\$20.00 per acre

*Sales Percentage calculated on gross sales proceeds received by Grower from the sale of crops.

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- 4. **DELIVERY DESIGNATION:** The Crops will be harvested, packed and delivered by the Grower, at its own cost and expense, including, without limitation, to the cooler located at the shipping/cooling facilities designated by Central West from time to time during the course of this Agreement.
- 5. **GROWING SEASON(S); ACREAGE:** The Crops to be grown by Grower for the agricultural season(s) will be generally located in the area of and shall consist of the following items:

Crops: Fall 2022 Strawberries Crop Acres: 55.69

Location:

Airport Ranch 4 Mahoney Road, Santa Maria, CA

- 6. **PAYMENT OF NET SALES PROCEEDS:** Central West shall pay Grower the Net Sales Proceeds from the sale of the Crops on Fridays as follows:

Payment to include all Crops sold during the week ending on the Saturday which is three (3) weeks (20 days) prior.

- 7. **SPANISH LANGUAGE TRANSLATION OF AGREEMENT:** Central West has provided Grower with a Spanish language translation of the Agreement and this Crop Exhibit for review and signature. Central West and Grower agree that both the English and the Spanish versions thereof shall bind the parties. However, in the event that an arbitration or other proceeding is brought relating to any of the documents which have been translated into Spanish, the English version of the text shall be controlling.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Crop Exhibit as of the date first set forth above. Scanned and electronically mailed signatures, or signatures sent by facsimile shall have the same force and effect as original signatures.

Central West:
JDB Pro, Inc. dba
Central West Produce

Grower:
SunLife Farm Inc.

DocuSigned by:
Daniel Gresser
By: CBC0EF8CD687494...
Daniel Gresser, Managing Member

DocuSigned by:
Araceli Gaspar
By: BD18F01907054C3...
Araceli Gaspar

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MARKETING AGREEMENT

This Marketing Agreement ("Agreement") is made and entered **September 1, 2022** by and between JDB Pro, Inc., dba Central West Produce, a California Corporation Central West ("Central West") and the Grower **SunLife Farm Inc.**, described in the Crop Exhibit attached ("Grower"). Each of the parties agree as follows:

1. **GROWING, HARVESTING AND PACKING OF CROPS:** All crops described in the Crop Exhibit attached (collectively, the "Crops") will be grown, harvested and packed in accordance with the following terms and conditions:

A. **Growing:** Grower agrees to plant the Crops and grow the same to full maturity in a good and farmer like manner, in accordance with the best farming standards and practices prevailing in the area in which the Crops are to be grown. The costs and expenses associated with growing the Crops to maturity ("Growing Costs") will be paid in full by Grower.

B. **Harvesting, Packing & Grading:** Grower agrees to harvest, grade and pack the Crops in accordance with the highest standards and practices prevailing in the agricultural area, and the requirements of local, state and federal authorities. Grower shall be responsible for providing all labor and equipment necessary to harvest the Crops, haul them to the cooler designated in each Crop Exhibit, and grade and pack the Crops. Grower shall also be responsible for paying for the packing materials. Grower may use the services of an independent custom harvester to perform its obligations under this Agreement.

C. **Detailed Crop Information in Crop Exhibit:** The Crops to be grown, the approximate acreage, the designated cooler, the Sales Charges, the Packing Materials Charges, the Cooling Charges, and any other authorized charges, and other details relative to the Crops covered under this Agreement are set forth in each Crop Exhibit, which Crop Exhibit shall from time to time be amended to reflect changes in the Crops or agricultural seasons, when appropriate.

2. **EMPLOYEES, CONTRACTORS AND AGENTS:** All persons performing work in connection with the operations or services performed by each party to this Agreement shall be employees, contractors or agents of such party. Each party shall determine the method, means, and manner of performance of work of such party's employees, agents or contractors. Each party shall be solely responsible for the selection, hiring, firing, supervision, assignment, direction, setting of wages, hours, and working conditions, and adjustment of grievances of such party's employees. With respect to its employees, each party shall be solely responsible for preparing and making payroll records, preparing and issuing paychecks, paying payroll taxes, providing workers' compensation insurance, providing field sanitation facilities, providing transportation, and providing the tools, equipment and materials required for the job. No party to this Agreement, or the quality control agents or employees of a party to this Agreement, shall have any right to direct or control the employees of another party in any respect whatsoever, including but not limited to, hiring, firing, disciplining, directing, supervising, setting wages and working conditions, and adjusting grievances.



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
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
If any party obtains the services of an outside contractor for the performance of any of the services required under this Agreement, the contracting party will bear responsibility to insure that the outside contractor: (i) is duly licensed under the laws of the country, state and/or local jurisdiction where the services are being performed, as required by law, (ii) is in full compliance with the Migrant and Seasonal Agricultural Worker Protection Act, if applicable, and similar or corresponding laws of the country, state or local jurisdiction where the services are being performed, (iii) is in full compliance with the Immigration Reform and Control Act of 1986, as amended, if applicable, (iv) carries Workers' Compensation Insurance, as required for U.S. operations, and general comprehensive liability and property damage liability insurance with a combined single liability limit of no less than one-million dollars (\$1,000,000), (v) provides all drinking water, toilets and other facilities legally required for its employees, (vi) provides its crews with all safety training and other training required under law, and (vii) posts all legal notices required at its work sites. At the other party's request, the contracting party will provide the other party with a copy of the outside contractor's licenses and insurance policies or certificates, will have the other party named as an additional insured on the contractor's insurance policies and will have the outside contractor make available its payroll and employee records.

Grower further certifies that the production and harvest of the Crops by Grower or any outside contractor used by Grower will be in compliance with all applicable federal, state and local labor laws, including, without limitation Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of all regulations and orders of the United States Department of Labor issued under Section 14 thereof and all orders of the California Division of Labor Law enforcement. Upon request from Central West, Grower agrees to deliver Central West a written certificate which certifies that the foregoing requirements have been complied with.

3. **PERFORMANCE OVERSIGHT AND COORDINATION:** Grower agrees to consult with Central West regarding its planting schedules in order to properly coordinate the marketing and/or sale of the Crops. Grower shall provide Central West with copies of its planting schedules and weekly updates thereto showing actual Crops planted and locations thereof. Grower will promptly notify Central West of any situation that will (or might reasonably) result in an inability of Grower to comply with its planting schedules, or which may affect the Crops, their quality and/or their marketability. Central West shall have the right to send quality control personnel to the fields of Grower at any time to confirm the maturity of the Crops, and/or that the Crops being grown by Grower are the quality required for marketing and sale under Central West's labels or any other labels used by Central West.

4. **PESTICIDES, HERBICIDES AND OTHER CHEMICAL USAGE; AND FOOD SAFETY:** Grower represents and warrants that all Crops will be produced using only agricultural chemicals and fertilizers which are registered for use on the Crops under all applicable laws, and in accordance with all good agricultural practices in effect for the types of Crops produced. Grower further warrants that the application of such agricultural chemicals and fertilizers will be in accordance with all applicable laws. Grower further warrants that all Crops are guaranteed to be not adulterated or misbranded within the meaning of all applicable laws. Grower further warrants that the Crops shall not contain any chemical residues prohibited by, or in excess of the tolerances established by, all applicable laws, and that no fertilizers applied to the Crops will cause the Crops to be in violation of any food safety laws. Grower will insure


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compliance with all provisions of federal, state and local laws applicable to its farming operations and the cultivation of the Crops, including without limitation: the Federal Food, Drug and Cosmetic Act of 1938, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; and all other laws and regulations governing the use of agricultural chemicals or fertilizers or the sale or safety of food products.

As a routine part of Central West's horticultural practices and monitoring programs, Central West shall have the right to periodically sample the water, soil and Crops for the purpose of obtaining chemical residue evaluation and evaluation of fertilizer use. Grower will immediately notify Central West of any known or suspected violations of chemical or fertilizer usage on the Crops or on any surrounding crops. Further, upon request, Grower will provide Central West with reports of both current and past chemical and fertilizer use for the real property on which the Crops are to be grown. Central West shall not be required to market or sell any Crops that are not in compliance with applicable laws regarding chemical or fertilizer applications and/or chemical residues, and/or in violation of any food safety laws.


Grower further warrants and insures that all Crops will be of merchantable quality, and safe and fit for human consumption and that all Crops subject to this Agreement shall be produced, harvested and packed in compliance with all applicable Good Agricultural Practices (GAP) as set forth in the FDA publication, Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables, and with any field food safety requirements and audit procedures required by any independent third party food safety certifying agencies with whom Central West may require Grower to contract with in order to obtain the food safety certification required by Central West's customers, as well as any and all of Central West's separate requirements for good agricultural practices which are provided to Grower, with respect to the growing, harvest and packing of the Crops.

*Grower agrees to pay for and provide a Food Safety Compliance Audit Report and Certificate under the PrimusGFS Scheme on both Farm and Harvesting Crew (s) agreed upon **before delivery of crops**.

5. **INSURANCE**: Each party shall carry all necessary general liability and Workers' Compensation Insurance required in connection with its operations to protect the other parties to this Agreement against all claims, demands or liabilities, including but not limited to, the types described in this Agreement, and shall name the other parties to this Agreement as additional insureds. Each party agrees to provide the other parties with a copy of the policy or certificate of insurance reflecting all parties as named insureds, with minimum coverage limits of one million dollars (\$1,000,000), or such other amount as the parties have mutually agreed to in writing.

6. **CENTRAL WEST'S OBLIGATIONS; TITLE TO CROPS**: Central West will market and sell the Crops in accordance with the terms set forth in each Crop Exhibit. Grower shall have a one hundred percent (100%) interest in the Crops from the date of planting of the Crops until the date the Crops are sold.


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7. **THIRD PARTY SALES OR MARKETING:** Grower desires to have Central West act as its sales agent for the receipt, cooling, marketing and sale of certain fruit and/or vegetable crops produced on its farms as described herein, and Central West is ready, willing and able to perform such services, all on the terms and conditions specified herein.

8. **MARKETING TERMS AND CONDITIONS:** Central West agrees to market and sell the Crops as an agent for Grower under the following terms and conditions:

A. **Quality of Crops:** Grower acknowledges that market conditions, quality and maturity of the Crops will determine when the Crops will be harvested and packed, if at all. Central West shall set the standards for, and be the reasonable judge of, the quality and maturity of the Crops and the pack. Further, in the event that Central West determines, in its reasonable judgment, that there is insufficient market demand for the Crops, then, at Central West's request, all further harvest and packing of the Crops shall cease. Grower authorizes Central West to dispose of unmerchantable Crops at Grower's expense, if the Crops do not meet Central West's quality standards or are improperly packed.

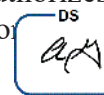
B. **Labels:** Central West shall have the right to market the Crops under its own labels and trademarks, or under such other labels and trademarks as it may choose. Grower acknowledges that Central West has the right, title and interest in its own trademarks and trade names, and that Grower shall do nothing to impair Central West's interest in such trademarks and trade names. Grower agrees that any packing materials provided to Grower with Central West's trademarks or trade names which are not used for packing the Crops, must be either returned to Central West, if they are in good condition, or destroyed, at Central West's option. No other use or disposition of the packing materials by Grower is permitted, without the express written consent of Central West. **This is not an exclusive marketing agreement. Grower reserves the right to sell its product as long as it is packed in the "Standard Stock Box". It may not be packed in another shipper's box.**

C. **Methods:** Central West shall receive, ice, cool, store, load, distribute, market and sell the Crops. Central West may sell the Crops F.O.B. shipping point, F.O.B. delivered, through local or destination brokers, terminal market auctions, or by shipping Crops on joint account, or on a consignment or reconignment basis. Any expenses reasonably incurred shall be deducted from the sales proceeds. Central West is authorized to comply with any governmental regulation or order that would in any way affect the Crops or the sale thereof, and to act with full authority with respect to any federal, state or local law or order pertaining to the Crops.

D. **Adjustments:** Central West may make any market adjustments, quality adjustments, grant any allowances, pay any promotional fees or rebates, pay for advertisements, or make any price extensions or forward pricing that in its opinion are justifiable or necessary in order that sales be consummated at destination and car or truck lots be accepted by buyers. Grower authorizes Central West to grant adjustments to customers without prior consultation with Grower,

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and to waive their rights to an inspection with respect to any lot alleged to be of substandard condition, whenever Central West believes it is reasonable to do so. In that regard, Grower authorizes Central West to authorize an adjustment in price of the Crops without obtaining a federal-state inspection certificate, a third party inspection report, a customer trouble report or a dump certificate, and accordingly, waives all rights it might otherwise have to receive such information pursuant to California Food & Agricultural Code Sections 56273, 56273.1, 56276, 56277 and 56280

E. **Pricing:** Central West shall attempt to obtain the best market prices for the kind, quality, variety, size and grade of Crops delivered to Central West pursuant to this Agreement, but in no event is this Agreement to be deemed or construed as a guarantee or warranty of any specific price or distribution of the Crops, nor a guarantee or warranty that Central West will be able to obtain for the Crops the average price obtainable for similar commodities on the sale date, nor a guarantee or warranty that the sales price for the Crops will yield a positive return to Grower. Grower also authorizes Central West to set weekly, monthly, quarterly or annual pricing and to establish ceiling, promotional or ad prices for certain customers whenever Central West deems it advisable to do so.

F. **California Food & Agricultural Code**

(1) **Receipt of Code Provisions:** Grower acknowledges receipt of copies of California Food and Agricultural Code Sections 56271, 56272, 56273, 56273.1, 56274, 56275, 56276, 56277, 56278, 56279, 56280, 56281, 56282, 56283, and 56351, which are attached hereto as the Food and Ag Code Exhibit and incorporated herein by reference.

(2) **Waiver of Rights:** Grower acknowledges and agrees by virtue of the various provisions of this Agreement that it has waived its rights to the terms set forth in Sections 56271, 56273.1, 56278, 56280, 56281, 56283, and 56351, the exact language of which is attached hereto in the Food and Ag Code Exhibit and incorporated herein by reference.


(3) **Specific Grower Waivers:** Please review each provision that Grower agrees with:

Grower does not request that lot numbers be affixed on each individual farm product container as provided in Section 56271(h) of the California Food and Agricultural Code.

Grower waives notice of a written report of the quantity sold and the selling price before the close of the next business day as provided in Section 56272 of the California Food and Agricultural Code.

Grower waives the provisions of Section 56273.1 of the California Food and Agricultural Code setting forth the documents required for a comp unit of


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sales and agrees that the documentation described in Section 12 of this Agreement is sufficient for a complete account of sales as required by Sections 56273 and 56273.1 of the California Food and Agricultural Code and waives the right to remittance within 10 days of receipt.

Grower waives the right to an inspection on any lot alleged to be of substandard condition as provided in Section 56280 of the California Food and Agricultural Code.

Grower waives the right to written notice where a lot was of standard quality and there is a downward price adjustment for non-condition reasons in Section 56280 of the California Food and Agricultural Code.


Grower does not request notice of any downward price adjustment or reduction in the quantity of farm products delivered and the reason for such adjustment as provided in Section 56281 of the California Food and Agricultural Code.

Grower waives the right to a dump certificate to allow a credit for damaged or dumped product in Section 56351 of the California Food and Agricultural Code.

G. **Related Entities:** Central West shall have the right to market through or sell the Crops to any organization, including companies related to Central West, or companies over which Central West has direct or indirect control, or companies which have direct or indirect control over Central West, which companies, if any, shall be listed on the Crop Exhibit (collectively, such entities, whether named or unnamed, are called the Related Entities). The Related Entities may make a profit or loss from the marketing, handling or resale of the Crops, and the Related Entities may charge a sales commission or charge for other marketing and selling costs.

H. **Collections:** Central West shall have the exclusive right to make all collections of and receive all payments for Crops sold by Central West. Central West is authorized to take, in its own name, all steps that in its judgment are necessary to enforce collection, including referral to collection agencies and filing and prosecution of lawsuits, as well as proceedings before federal and state agencies or bureaus having jurisdiction over these matters. It is also authorized to take, in its own name, all steps that in its judgment are necessary to obtain payment of any transportation claims. Central West is authorized to settle or compromise any payment dispute with any buyer or carrier involving the Crops when Central West deems it is expedient and advisable to do so. Central West shall make a reasonable effort to collect all amounts owed for the Crops; however, Central West does not guarantee any accounts of buyers, nor does it assume any responsibility or liability for bad debts, failures to pay, bankruptcies or insolvencies of any buyers, brokers, receivers or consignees.

I. **Government Regulations and Orders:** Central West is authorized to comply with any governmental regulations or orders that would in any way affect the Crops or any part thereof, and to act with full authority with ref^{DS} any


Central West


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federal, state, or local marketing order, including, without limitation, the reporting of and payment of any assessments due on the Crops.

J. **Pooling:** Central West may from time to time handle or market Grower’s Crops in conjunction with Crops of other growers, in which case every effort will be made to account for Grower’s Crops independent of the crops of other growers. However, in the event that this cannot be reasonably accomplished, Grower hereby authorizes Central West to market Grower’s Crops on a pooled basis, based on the average price obtained from said pool, and not the actual sales price of the Crops produced by Grower.

9. **FORCE MAJEURE:** No party to this Agreement shall be required to perform, or be liable for failure to perform, its obligations under this Agreement during any period in which non-performance is caused by (i) strikes, work stoppages, labor demands or difficulties, labor shortages or inability to procure labor, (ii) shortages of equipment, materials, or supplies, (iii) shortages or lack of cooling or processing facilities, (iv) car or truck shortages, or other transportation difficulties, (v) war, hostilities, or national emergencies, (vi) acts of God, the elements, lack of water, mechanical breakdowns, or power failure, (vii) orders issued by any local, state or federal agency of government as to any part of the growing, harvesting, packing and selling of the Crops, or (viii) other causes beyond the control of the party unable to perform. The non-performing party will exercise reasonable due diligence to correct any correctable cause of non-performance and will resume performance as soon as possible. The party whose performance is delayed or prevented due to the force majeure event shall promptly notify the other parties to this Agreement, and the parties shall meet to determine the course of action to be taken to eliminate or minimize the impact of such event, taking into account all relevant circumstances. Each party shall bear its own losses incurred through the date of termination of this Agreement which results from any of the causes described in this Section.

10. **INDEPENDENT BUSINESSES:** Each party to this Agreement operates an independent business, each acting for its own individual account and profit. No party shall, by this Agreement, obtain any rights to the capital, operational control, profits, or other proprietary interest of any other party's business, and this Agreement does not and shall not create a joint venture or partnership among the parties. No party shall have any power to enter into contracts for, or otherwise commit, any other party in any manner, except as specifically set forth in this Agreement. Each party will be considered as an independent contractor to each other party and not as an employee or agent to any other party. Each party shall operate its business under its own name. This Agreement shall, at all times, be read, interpreted and applied in accordance with such intention. Any changes in this Agreement that may reasonably be required to carry out such understanding and intent of the parties shall be promptly embodied in a supplement or amendment to this Agreement to be signed by the parties, and shall be effective from the date of commencement of this Agreement.

11. **REMITTANCE TO GROWER:** Grower shall be paid all of the “Net Sales Proceeds” from the sale of the Crops, and the calculation of such Net Sales Proceeds shall be made as follows. First, “Gross Sales Proceeds” shall be determined by the Grower and I shall

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[Signature]

Central West

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[Signature]

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constitute the proceeds derived from the sale of all or any part of the Crops. Then, "Net Sales Proceeds" shall be determined by deducting the following amounts from the Gross Sales Proceeds:

- A. Charges for services rendered to the buyer of the Crops ("buyer-related services"), whether by Central West, or by third parties, including, without limitation, pre-cooling, inspection fees, harvesting, supplies, packing, cartons, bags/liners, handling, icing, harvest labor, shed labor, machinery, site rental, field overhead, palletization, crossings, freight, temperature recorders, outside brokerage, duties, export, assessments, governmental fees, bills paid on behalf of Grower or other costs. Grower authorizes Central West to deduct these charges from remittances of proceeds of sale of the Crops to Grower. If there is any substantial increase in the price of Packing Materials due to circumstances beyond the control of Central West, the Packing Materials Charges shall be proportionately increased.
- B. A fee to Central West for the marketing and selling of the Crops (the "Sales Charges"), payment of packing materials charges, if any (the "Packing Materials Charges"), payment of a fee for cooling the Crops and any related handling charges (the "Cooling Charges"), which fees and charges are specifically set forth in the Crop Exhibit.
- C. Charges for any and all of the following: (i) brokerage, commissions, marketing and selling costs of third parties, promotional fees, rebates, or similar allowances; and (ii) fees for required or discretionary inspections; and (iii) governmental or cooperative assessments (if any) applicable to the growing and marketing of the Crops.

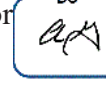
The Net Sales Proceeds shall be distributed to Grower in the manner specified in the Crop Exhibit, except that Central West may first deduct from Grower's portion of Net Sales Proceeds any previous advances made to Grower (or to any third party, on behalf of Grower) of money, materials or services without regard to actual units collected.

12. **ACCOUNTING TO GROWER:** Central West shall provide a liquidation statement (the "Liquidation Statement") to Grower for each week that Gross Sales Proceeds are received by Central West from the sale of the Crops. The Liquidation Statement shall contain the following information: A. Week Ending Date of Settlement; B. Commodity, Pack Style, Label and Size; C. Quantity Shipped; D. FOB Selling Price; E. Any Agreed to Deductions; F. the Net Sales Proceeds; and G. Amount of Adjustments.

Central West and Grower agree that the Liquidation Statements shall satisfy the information requirements set forth in Sections 56273 and 56273.1(a) of the Food and Agricultural Code of California. Grower understands that any sales as to which Gross Sales Proceeds have not been received in full as of the date of any Liquidation Statement are subject to change in subsequent Liquidation Statements. Likewise, if any price adjustments are made after Central West has made payment to Grower, Central West has the right to deduct the appropriate amount from future payments. Net Sales Proceeds shall be paid to Grower in accordance with the



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schedule generally described in each Crop Exhibit.


In the event that Grower does not provide Central West with written exception to any accounting provided hereunder within sixty (60) days of the date of delivery of such accounting to Grower, such accounting shall be binding and conclusive on all parties, in the absence of manifest error. Grower agrees that, within sixty (60) days of its receipt of its final payment in liquidation for the agricultural season and a final settlement report, it shall make known to Central West any and all claims, disputes, controversies or exceptions it may have related to Central West's services and accounting under this Agreement. If Grower does not so notify Central West of any such claims, disputes, controversies or exceptions within such sixty (60) day period, such failure to notify Central West will constitute a final release and waiver of any claims, causes of action, disputes, or controversies which Grower has or may have had against Central West or its agents, arising out of the performance of its duties hereunder.

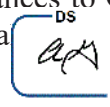
13. **SECURITY INTEREST; LIENS:** Central West may from time to time make advances to Grower, but in no event shall Central West be obligated to do so unless Central West is committed to do so by a separate agreement. From the date that Central West makes any advances to Grower of money, materials, or services, Central West shall have, and Grower hereby grants Central West, as applicable, a security interest in the Crops subject to this Agreement (whether growing or to be grown), and the proceeds (including insurance and condemnation proceeds) and products of the Crops, securing the rights of Central West under this Agreement. Central West may file with the appropriate governmental agencies, and Grower agrees to execute and otherwise cooperate in the preparation of any documentation which Central West deems necessary to perfect and protect its security interest, including, without limitation, UCC financing statements.

Grower warrants that it shall not sell or encumber its title to the Crops, except in accordance with the terms of this Agreement. Grower shall not grant any liens against the Crops or the proceeds from the sale of the Crops in favor of any third party unless (i) such third party agrees in writing to respect the rights of Central West under this Agreement with respect to the Crops and/or the rights of Central West to any proceeds from the sale thereof, and (ii) Central West provides its written approval of the grant of such liens.

14. **DEFAULT:** If any party defaults on or breaches its obligations or warranties under this Agreement and, after ten (10) days written notice, fails to cure such breach, then any other party to this Agreement shall be entitled to: (i) terminate this Agreement upon written notice to the other parties, and (ii) damages that include, but are not limited to, specific performance and legal damages, including a reasonable amount for lost profits.

In the alternative, if Central West has made any advances to Grower of money, materials, or services, and if Central West determines that Grower has failed to grow the Crops, failed to pay expenses incurred in production of the Crops, failed to pay its debts, or otherwise failed to perform or been unable to perform its obligations as contemplated by this Agreement, Central West shall have the right, but not the obligation, to do all or any combination of the following, either together or separately: (1) enter the fields and maintain the growing business operations, and perform the growing functions; (2) contract with and pay third parties to maintain such operations and perform such functions; and (3) pay or make advances to Grower for any expenses incurred in production of the Crops. All of the costs of Central West that are


Central West


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reasonably incurred in exercising its rights under this Section shall be the sole responsibility of Grower. Central West may recover such costs by deducting amounts owed to it by Grower from proceeds as provided in Section 11. of this Agreement, or it may bill Grower for them, in which case the amounts are due and payable by Grower within sixty (60) days of delivery of the notice of the cost amounts.

15. **INDEMNITY OBLIGATIONS:** Each party shall indemnify, defend and hold every other party to this Agreement free and harmless from any liability, fee, assessment, fine, remedy or order arising from any allegation, investigation, claim, charge, complaint, action, or proceeding, whether civil, criminal, or administrative, concerning (i) the employment of individuals, or the hiring of agents or contractors, to perform such party's functions under this Agreement, including, but not limited to, matters pertaining to workers' compensation, state and federal taxes, wages, labor, health, welfare, business, criminal and safety laws which may be applicable; or (ii) claims arising for injury or damage to persons or property caused by such party or its employees, contractors, or agents; or (iii) claims arising from the breach of any of such party's warranties or obligations hereunder. Any indemnity obligations under this Agreement of the indemnifying party shall extend to the indemnified party's past, present and future employees, agents, representatives, officers, directors, partners, stockholders, corporate affiliates, and successors and assigns. In addition, the indemnity obligations shall include the coverage of all losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, which relate to the indemnity claim.


16. **PARTIAL INVALIDITY:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **ENTIRE AGREEMENT:** This Agreement (including all Exhibits attached, and other documents referred to herein) contains the entire agreement between these parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, commitments, and/or practices between the parties, if any, with respect thereto, whether oral or written. If any conflict arises between the terms of this Agreement and those of a Crop Exhibit or other exhibit, the exhibit's terms shall prevail.

18. **INTERPRETATION:** This Agreement shall be interpreted according to the laws of the State of California. The parties hereto intend that this Agreement be interpreted fairly in accordance with the intent of the parties. Each of the parties waives any provisions of applicable law that would compel interpretation of this Agreement strictly in favor of, or against, either of the parties, including, without limitation, the provisions of California Civil Code section 1654.

19. **FURTHER ASSURANCES:** Each party shall execute and deliver such instruments and take such other actions as the other party or parties, as the case may be, may reasonably require in order to carry out the purpose and intent of this Agreement.


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20. **TERM:** The initial term of this Agreement is for the agricultural season(s) set forth in the Crop Exhibit. This Agreement may be amended or supplemented only by written agreement of the parties hereto. Unless modified by a written agreement signed by both parties, the terms and conditions of this Agreement will continue for additional agricultural season(s), as long as Grower continues to deliver Crops to Central West for marketing and sale of the Crops.

Notwithstanding the foregoing, in the event that all money owed by Grower to Central West has not been paid by the end of the initial term, then Central West shall have the option to renew this Agreement by written notice sent to the Grower within thirty (30) days of the end of the initial term of this Agreement. The renewal of this Agreement shall be on the same terms and conditions as set forth in this Agreement, except that Central West shall have no obligation to lend Grower any money during the renewal term.

21. **ARBITRATION:** All disputes, controversies or claims arising out of or relating to this Agreement or the breach thereof which cannot be resolved by the parties, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute, controversy or claim arose. Judgment on the arbitration award rendered by the arbitrator may be entered in any court having jurisdiction thereof. A single arbitrator shall be selected by the mutual consent of the parties, but if they cannot agree on the selection within thirty (30) days, the arbitrator shall be selected by a judge of the California Superior Court, County of Fresno. The award rendered by the arbitrator shall be final and binding upon the parties. The arbitrator shall resolve all claims for which an award of monetary damages is sought against the other, except that either party may resort to a court of competent jurisdiction for the limited purpose of seeking equitable remedies such as specific performance or injunctive or other emergency relief. The arbitration will be conducted in Fresno County, California. Should any arbitration or litigation be commenced between the parties hereto concerning any provisions of this Agreement, the party prevailing in such arbitration or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its costs and attorneys' fees in such arbitration or litigation which shall be determined by the court or the arbitrator, as applicable, in such litigation or arbitration.

22. **NOTICES:** All notices to be given under this Agreement shall be in writing and considered delivered when mailed to the parties by certified mail, postage prepaid, on the third day after mailing, or when hand delivered, on the date of service, or when telecopied, upon receipt of confirmation of the telecopy, to the respective addresses as follows:

Central West: See Crop Exhibit.

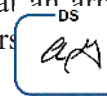
Grower: See Crop Exhibit.

23. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

24. **SPANISH TRANSLATION:** Grower acknowledges that it has been provided with a Spanish language translation of this Agreement for review and signature, and that both the English and Spanish versions shall bind the parties. However, in the event that an arbitration, or other proceeding is brought relating to this Agreement, the English version of the text



Central West



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shall be controlling.

25. **ESTOPPEL:** In the event that Grower delivers Crops to Central West after receiving this Agreement, by personal delivery, certified mail, or courier, then Grower shall be deemed to have agreed to the terms of this Agreement, even if Grower does not execute this Agreement, unless the Grower has previously provided written notice to Central West of its specific disagreement with any of the terms and conditions of this Agreement.

26. **PERSONAL GUARANTEE:** In the event that Grower is a corporation or limited liability company, then each person executing this Agreement on behalf of Grower also personally guarantees the performance of Grower pursuant to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement to be effective as of the date first above written. Scanned and electronically mailed signatures, or signatures sent by facsimile shall have the same force and effect as original signatures.

**JDB Pro, Inc., dba
Central West Produce**

**“Grower”
SunLife Farm Inc.**

DocuSigned by:
Daniel Gresser
By: _____
CBC0EF8CD687494...

DocuSigned by:
Araceli Gaspar
By: _____
BD18F01907054C3...

Daniel Gresser, Managing Member

Araceli Gaspar

**Address: 3250 Skyway Drive Ste 201
Santa Maria, CA 93455**

**Address: 524 E Chapel St
Santa Maria, CA 93454**

September 1, 2022

SunLife Farm Inc.

GROWER'S NOTIFICATION

Attached are the current provisions of the California Food and Agricultural Code Section 56271, 56272, 56273, 56273.1, 56274, 56275, 56276, 56277, 56278, 56279, 56280, 56281, 56282, 56283 and 56351.

CALIFORNIA FOOD AND AGRICULTURAL CODE

Section 56271. Records.

Every commission merchant, that receives any farm product for sale as a commission merchant, shall promptly make and keep a correct record which shows in detail all of the following with reference to the handling, sale, or storage of such farm product:

- (a) The name and address of the consignor.
- (b) The date it was received.
- (c) The condition and quantity upon arrival.
- (d) Date of such sale for the account of the consignor.
- (e) The price for which it was sold.
- (f) An itemized statement of the charges to be paid by the consignor in connection with the sale. Any services rendered for which charges are made, if not filed with the director, shall be charged at cost if not covered by a written contract. Cost-supporting data shall be available for verification.
- (g) The names and addresses of all purchasers if the commission merchant has any financial interest in the business of the purchasers, or if the purchasers have any financial interest in the business of the commission merchant, directly or indirectly, as holder of the other's corporate stock, as copartner, as lender or borrower of money to or from the other, or otherwise. Such interest shall be noted in such records following the name of any such purchaser.
- (h) A lot number or other identifying mark for each consignment, which number or mark shall appear on every sales tag and every other essential record which is needed to identify each consignment from receipt through final sale. When requested by the consignor, as provided by Section 56281, a lot number shall appear on each individual farm product container. When containers are on pallets, then only the exposed containers shall be marked. When stamping or otherwise identifying each container is impractical due to the type of packaging, the container need not be marked.
- (i) Any claim which has been or may be filed by the commission merchant against any person for overcharges or for damages which result from the injury or deterioration of such farm product by the act, neglect, or failure of such person. Such records shall be open to the inspection of the director and the consignor of the farm product for whom such claim is made.


Section 56272. Report of sale.

When requested by his consignors, a commission merchant shall, before the close of the next business day following such request, transmit to the consignor a true written report of the quantity sold and the selling price.

Section 56273. Remittance.

The full amount which is realized from the sales, including all collections, overcharges, and damages, less the agreed commission and other charges, together with a complete account of sales, as provided in Section 56273.1, shall be remitted to the consignor within 10 days after receipt of the moneys by the commission merchant, unless otherwise agreed in writing.

Section 56273.1. Complete account of sale; information required; documentation.

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(a) For purposes of this chapter, an account of sales shall be deemed complete if it consists of all of the following information:

- (1) The date of shipment.
- (2) The terms of the original sale concerning where and when title passes.
- (3) The commodity, variety, size, and grade.
- (4) The quantity shipped.
- (5) The quantity disposed of in a manner other than sale by the buyer, if applicable.
- (6) The original selling price.
- (7) The adjusted selling price, if applicable.
- (8) The reason for adjustment, if applicable.
- (9) Any inspection certificate required to be obtained as stated in Section 56280.
- (10) Amounts billed and collected from the buyer for services rendered to the buyer by the commission merchant.
- (11) The gross and net returns received from the buyer.
- (12) Any authorized commission merchant charges.
- (13) Any additional amounts paid to the consignor by the commission merchant to support the original price.
- (14) The net amount due the consignor.

(b) The consignor and the commission merchant may agree on the documentation necessary to support the information required by subdivision (a). The agreements shall be made, in writing, prior to the shipping season of the particular farm product.

Section 56274. Records of sales on pooled basis.

In the account, the names and addresses of purchasers need not be given. Where a commission merchant has entered into a contract with two or more producers or consignors which contract provides that the returns for farm products sold for the account of such producers or consignors shall be pooled on a definite basis as to size or grade, or both, during a certain period of time, then a commission merchant shall obtain the written consent of the consignors and shall be required to render an account of sales, showing the net average pool return on each size or grade, or both, from sales made and shall keep a correct record of such sales, showing in detail all information as required in Section 56271.

Section 56275. Copy of records.

Every licensee operating as a commission merchant shall retain a copy of all records which cover each transaction, which copy shall at all times be available for, and open to, the confidential inspection of the director, consignor, or the authorized representative of either.

Section 56276. Certificate establishing condition, quality, grade, pack, quantity, or weight.

If there is any dispute or disagreement between a consignor and a commission merchant which arises at the time of delivery as to condition, quality, grade, pack, quantity, or weight of any lot, shipment, or consignment of any farm product, the department shall furnish, upon the payment of a reasonable fee for it by the requesting party, a certificate which establishes the condition, quality, grade, pack, quantity, or weight of such lot, shipment, or consignment.

Section 56277. Certificate as prima facie evidence.

Such certificate is prima facie evidence of the truth of the statements contained therein. The presumption established by this section is a presumption affecting the burden of proof, but it does not apply in a criminal action.

Section 56278. Sale below market to one having financial connection; rebuttable presumption of fraud.

Proof of any sale of any farm product which is made by a commission merchant for less than the current market price to any person with whom he has any financial connection, directly or indirectly as owner of its corporate stock, as copartner, or otherwise, or any sale out of which such commission merchant receives, directly or indirectly, any portion of the purchase price, except the commission which is named in the licensee's application or in a specific contract with the consignor, establishes a rebuttable presumption of fraud within the meaning of this chapter. This presumption is a presumption affecting the burden of proof.

Section 56279. Burden of proof; correctness of accounting.

The burden of proof shall be upon the commission merchant to prove the correctness of any accounting required to be performed by the commission merchant pursuant to this chapter as to any transaction which may be questioned.

Section 56280. Breach of contract; charge against account; inspection certificate or substitute.

(a) A commission merchant shall notify each consignor with whom he or she does business of this section. The notice shall be given in writing prior to the shipping season of the particular farm product.

(b) No charge shall be made against a consignor's account for a downward price adjustment or a reduction in quantity of farm products delivered due to a breach of contract, unless the commission merchant has, in his or her files, a federal-state inspection certificate, issued pursuant to the United States Agricultural Marketing Act of 1946, (7 U.S.C. 1621, et seq.), indicating the type and the extent of the substandard condition of the lot involved in the breach of contract, thereby supporting the amount charged against the consignor's account. The commission merchant need not obtain a federal-state inspection certificate unless the lot involved is of a substandard condition.

(c) Notwithstanding Section 56281, this section does not preclude a consignor from agreeing to a downward price adjustment or a reduction in the quantity of farm products delivered and waiving the right to inspection when the agreement was made prior to the shipping season of the particular farm product and was in writing.

(d) The federal-state inspection certificate may be substituted by a private third-party inspection, based on the standards prescribed under the United States Agricultural Marketing Act of 1946, if the director determines, to his or her satisfaction, that a federal-state inspection certificate could not reasonably be obtained. If the director determines, to his or her satisfaction, that neither a federal-state inspection certificate nor private, third-party inspection, can be reasonably obtained, a signed statement of two or more disinterested, or otherwise independent parties, who have sufficient knowledge, acquired through education or experience, to evaluate the farm product involved, may be used as substitute for the federal-state certificate or third-party inspection, in order to make a statement as to the quality and condition of the lot of farm product at the time of inspection.

(e) Where the condition of the lot is not substandard but for other reasons, including a decline in market demand, there is a downward price adjustment, the commission merchant shall affirm, in writing, that the lot was at least of standard quality at the time of sale. The affirmation shall be attached to, or made part of, the records of the consignment.

(f) As used in this section, "lot" means the farm product identified by the procedure set forth in subdivision (h) of Section 56271.

Section 56281. Adjustments on transactions; notice to consignor; contents; record.

A commission merchant shall notify each consignor with whom he or she does business of the provisions affecting the consignor that are contained in Sections 56271, 56272, 56273, 56280, 56282, and 56351, and this section. The notice shall be given in writing prior to the shipping season of the particular farm product. The notice shall include a form whereby the consignor may request notice of any adjustment by the commission merchant. The form shall also include a provision whereby the consignor may request that lot numbers be affixed on each individual farm product container as provided in subdivision (h) of Section 56271. Each commission merchant shall keep the records necessary to prove that the notices were given to each consignor in accordance with this section. A

licensee operating as a commission merchant shall notify the consignor of any adjustment on a transaction, and provide reasons for the adjustment, within 48 hours.

If the commission merchant is unable to contact the consignor by telephone or in person, the notification shall be immediately provided by mail.

Section 56282. Disallowance of adjustment; waiver or agreement; criteria.

(a) Pursuant to this chapter, upon the verified complaint of the consignor, the secretary may disallow to a commission merchant, all or part of, any adjustment charged back to any consignor similarly situated, if the secretary determines that there is insufficient justification of the condition or circumstances requiring the adjustment.

(b) In determining whether there is insufficient justification for an adjustment, the secretary shall first determine if any waivers or agreements have been entered into pursuant to this chapter. If a waiver or agreement has been entered into and the director determines that the waiver or agreement complies with Section 56280.5 and does not otherwise violate this chapter, the secretary's inquiry in determining this adjustment shall be governed by the terms and conditions of the waiver or agreement.

(c) If there is no waiver or agreement, or if the waiver or agreement violates this chapter, as determined by the secretary, in determining whether there is insufficient justification for an adjustment, the secretary shall consider, among other things, the following:

(1) The certificate issued pursuant to Section 56280 or 56351 does not support breach of contract.

(2) The perishability of the farm product involved and the timely issuance of the certificate pursuant to Section 56280 or 56352.

(3) Market reports or other market evidence does not support a downward price adjustment in accordance with Section 56279.

Section 56283. Merchant's duty of care.

Every commission merchant who receives any farm product for sale on consignment shall exercise reasonable care and diligence in disposing of the product in a fair and reasonable manner.

Section 56351. Necessity of certificate by public officer as to damage, etc.; substitute.

A claim may not be made against the seller of any farm product by a licensee pursuant to this chapter, and no credit may be allowed to such licensee against another licensee or a producer of any farm product by reason of damage to or loss, dumping or disposal of any farm product which is sold to such licensee, in any payment, accounting, or settlement which is made by the licensee to the producer or other licensee, unless the licensee has secured and is in possession of a certificate issued by a county agricultural commissioner, a county health officer, the director, a duly authorized officer of the State Board of Health, or by some other official now or hereafter authorized by law. The certificate shall state that the farm product which is involved has been damaged, dumped, destroyed, or otherwise disposed of as unfit for human consumption or as in violation of the fruit and vegetable standards which are contained in Division 17 (commencing with Section 42501) of this code.

A private third-party inspection based on the standards prescribed in the United States Agricultural Marketing Act of 1946 may be substituted for such certificate if the director determines that an inspection certificate cannot be reasonably obtained. Where the director determines that neither an inspection certificate nor a private third-party inspection can be reasonably obtained, the signed statement of two or more disinterested or otherwise independent parties who have sufficient knowledge acquired through education or experience to evaluate the farm product involved may be used to describe the type and extent of the quality and condition factors present upon inspection.

INTEROFFICE MEMORANDUM

TO: MARTIN

FROM: RIC

SUBJECT: REQUEST FOR EXPENDITURE

DATE: 5/9/23

CC:

I am requesting approval of Channel Islands roofing to repair the main hangar roof that blew off during the last storm. Tremco Roofing provided a statement of Work to 4 separate roofing companies. Two responded with proposals. Attached. The lowest was from Channel Island Roofing in the amount of \$34,790.



SCOPE OF WORK

3/06/2023

Santa Maria Public Airport

Building 3203 Main Hanger Wind Damage/Roof Repair; South East Side

Main Hanger: Approx. 35,000 Sq ft

Existing Roof System: 45mil Hypalon over nailed Fiberboard over original gravel built-up roof.

Deck: Wood Plank or T&G

Please submit pricing on the following options to Ric via email by APRIL 6th, 2023 2pm

Richard Tokoph
Santa Maria Airport
Operations and Maintenance Manager
3217 Terminal Dr
Santa Maria, CA 93455
rtokoph@santamariaairport.com
805-922-1726 x 113

FROM: Channel Islands Roofing, Inc.
4155 N Southbank Road
Oxnard, CA 93036
Richard Medina

Scope of Work #1: \$ 34,790.00

Short-term repairs until roof is replaced in the next 4-6 months:

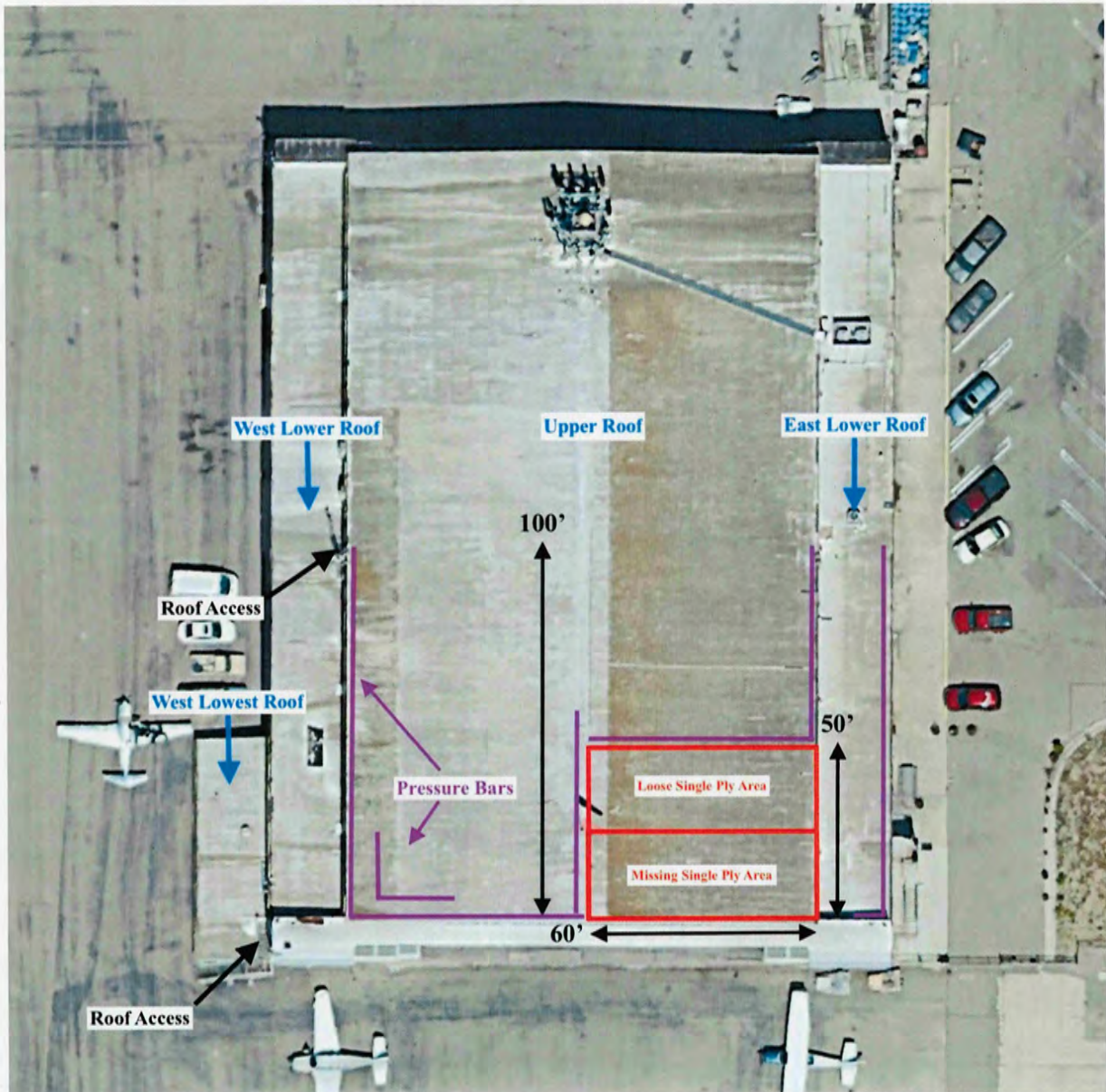
1. Remove any exposed nails sticking up from built-up roof area.
2. Square off and remove any loose fiberboard insulation (leave what is still in place, securing as needed with screws and plates).
3. Mechanically fasten new fiberboard insulation where missing; approx. 800 sf. Use a minimum of 16 fasteners per board additional in corners.
4. Mechanically fasten new single ply membrane over missing single ply area approx. 62'x 27'; Tremco or approved generic single ply.
5. Install new clad metal replacing any damaged or missing wood nailers.
6. Terminate new single ply onto old with termination bar detail and sealant; see sample detail below.
7. Add additional termination bars as indicated on attached map. Fasten through existing membrane into deck fastening every 10-12". Seal with Solargard Seam sealer. Where installed perpendicular to slope, allow 6-8" between terminations bars for drainage.

Scope of Work #2: \$ 115,875.00

Roof Replacement at blown off area; approx. 62'x52':

1. Remove existing single ply and gravel built-up roofs in affected area.
2. Mechanically fasten ½" Dens Deck Prime; Use a minimum of 16 fasteners per board additional in corners per local wind zone requirements.

3. Fully adhere new 60 Mil KEE FB new single ply membrane. Mechanically fasten corners per local wind zone requirements.
4. Install new clad metal and replace wood nailers with.
5. Install water block detail between new and old roof systems.
6. Terminate new single ply onto old single ply with temporary termination bar detail and sealant; see sample detail below.
7. Add additional termination bars as indicated on attached map. Fasten through existing membrane into deck fastening every 10-12". Seal with Solargard Seam sealer. Where installed perpendicular to slope, allow 6-8" between terminations bars for drainage.

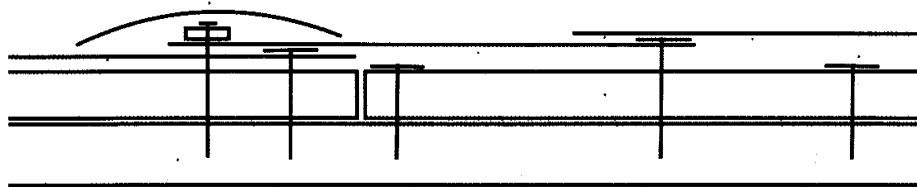


**Santa Maria Airport
Main Hanger
Short-Term Repair**

**SolarGard
SeamSealer
over all
Termination Bars**

**Heat Weld Laps
on New Single Ply**

**Screws
& Plates**



**Existing
Single Ply**

Termination Bar

**New/existing
Fiberboard &
Existing Roof**

Existing Wood Deck

New Single Ply

New Single Ply

**3/2023
Dan G**



SCOPE OF WORK

3/06/2023

Santa Maria Public Airport

Building 3203 Main Hanger Wind Damage/Roof Repair; South East Side

Main Hanger: Approx. 35,000 Sq ft

Existing Roof System: 45mil Hypalon over nailed Fiberboard over original gravel built-up roof.

Deck: Wood Plank or T&G

Please submit pricing on the following options to Ric via email by APRIL 6th, 2023 2pm

Richard Tokoph
Santa Maria Airport
Operations and Maintenance Manager
3217 Terminal Dr
Santa Maria, CA 93455
rtokoph@santamariaairport.com
805-922-1726 x:113

Scope of Work #1: \$ 76,725.⁰⁰

Short-term repairs until roof is replaced in the next 4-6 months:

1. Remove any exposed nails sticking up from built-up roof area.
2. Square off and remove any loose fiberboard insulation (leave what is still in place, securing as needed with screws and plates).
3. Mechanically fasten new fiberboard insulation where missing; approx. 800 sf. Use a minimum of 16 fasteners per board additional in corners.
4. Mechanically fasten new single ply membrane over missing single ply area approx. 62'x 27'; Tremco or approved generic single ply.
5. Install new clad metal replacing any damaged or missing wood nailers.
6. Terminate new single ply onto old with termination bar detail and sealant; see sample detail below.
7. Add additional termination bars as indicated on attached map. Fasten through existing membrane into deck fastening every 10-12". Seal with Solargard Seam sealer. Where installed perpendicular to slope, allow 6-8" between terminations bars for drainage.

Scope of Work #2: \$ 128,700.⁰⁰

Roof Replacement at blown off area; approx. 62'x52':

1. Remove existing single ply and gravel built-up roofs in affected area.
2. Mechanically fasten ½" Dens Deck Prime; Use a minimum of 16 fasteners per board additional in corners per local wind zone requirements.

LIMITED PRELIMINARY
ASBESTOS & LEAD BASED PAINT SURVEY

DATE: March 28, 2023

ATTENTION: Santa Maria Airport District

SUBJECT PROPERTY: 3203 Terminal Drive
Santa Maria, California 93455

INTRODUCTION:

On March 17, 2023, Insight Environmental, Inc. performed a Limited Preliminary Asbestos and Lead Survey at the subject property. The purpose of this survey was to determine the presence or absence of asbestos containing materials and lead-based paint/components in the proposed work areas of the property prior to repair, renovation, or demolition. This survey was limited to the accessible building materials within the work areas identified by the retained contractor. This survey was conducted by Jacob A. Quiroga (CSST #19-6530 & CDPH Sampling Technician #LRC-00003767) under the supervision of Robert Augspurgen (CAC #19-6515 & CDPH Inspector/Assessor #LRC-0009459).

ASBESTOS GUIDELINES

According to standards established by the Environmental Protection Agency (EPA), any material that contains greater than 1% of asbestos is considered to be an Asbestos Containing Material (ACM), and is subject to regulatory provisions under 40 CFR 61. These materials must be disposed of as hazardous waste.

Materials containing greater than one tenth of one percent (>0.1%) and less than one percent are considered Asbestos Containing Construction Materials (ACCM) according to Cal-OSHA. These materials are subject to regulatory provisions under the California Code of Regulations (CCR), Title 8; Section 1529. These materials may be disposed of as regular construction debris.

All material samples were forwarded to EMSL Analytical, Inc. or its affiliates, (NVLAP #101048-0 and Cal ELAP #1877). See attached laboratory report for details.

LEAD GUIDELINES:

The Department of Housing and Urban Development (HUD) Guidelines and the EPA's Renovation, Repair, and Paint Rule consider lead levels of 0.5 percent lead by weight (5000 parts per million (ppm) or mg/kg) or greater; alternatively, an action level of 1 milligram per square centimeter or greater, as lead-based paint which may be a potential hazard. In 1978, the Consumer Product Safety Commission (CPSC) banned lead-containing paint containing greater than 0.06% (600 ppm) lead in residential paint.

ASBESTOS SAMPLING SUMMARY

Asbestos Containing Materials: The following materials were sampled at the subject site and found to contain more than 1% asbestos by volume:

- **Roof Core Materials (wrap-like):** This non-friable damaged material was sampled from the upper roof, middle roof, and lower roof. Analysis revealed the roof wrap material contains **40% Chrysotile asbestos**. Based upon the sampling protocol completed all roof wrap-like materials located throughout the property should be considered ACM. (*Approximately 8000 sq. ft.*)

Non-Asbestos Containing Materials: The following materials were sampled at the subject site and found to be asbestos free:

- The roof penetration mastic sampled at eight locations from the upper, middle, and lower roof systems.

LEAD SAMPLING SUMMARY

The following surfaces were sampled and/or considered to be coated with lead-based paint or glazing (greater than 1.0 milligrams per square centimeter):

- The painted metal rooftop tower floor bracket (gray)

Lead analysis was conducted using a Huerisis PB 200i Paint Analyzer (Serial Q5-553). See the attached XL spread sheet for the surfaces tested.

CONCLUSIONS & RECOMMENDATIONS:

Insight Environmental, Inc. recommends the above referenced Asbestos Containing Materials and Lead-based painted/glazed components be removed, if disturbance is anticipated, by a licensed abatement company. Asbestos and Lead should be disposed of in accordance with all Local, State and Federal regulations.

If during the course of renovation/demolition, any other suspect materials are discovered, Insight Environmental, Inc. should be contacted for further testing and recommendations.

LIMITATIONS:

The findings set forth in this survey are strictly limited to the time, date, and the scope of the evaluation. Insight Environmental, Inc. does not guarantee that all asbestos or lead will be removed or that asbestos materials in concealed locations have been discovered or disclosed.

Jacob A. Quiroga

Jacob A. Quiroga
Insight Environmental, Inc.
CDPH Sampling Technician # LRC-00003767
Cal-OSHA CSST # 19-6530



Robert S. Augspurger
Insight Environmental, Inc.
CDPH Inspector/Assessor # LRC-00009459
Cal-OSHA CAC # 19-6515



LA Testing

520 Mission Street South Pasadena, CA 91030
 Tel/Fax: (323) 254-9960 / (323) 254-9982
<http://www.LATesting.com> / pasadenalab@latesting.com

LA Testing Order: 322307248
Customer ID: DEVR72
Customer PO:
Project ID:

<p>Attention: Lab Reports Insight Environmental Inc. 1180 Eugenia Place Suite 103 Carpinteria, CA 93013 Project: 3203 Terminal Dr Santa Maria (SM Airport)</p>	<p>Phone: (805) 898-1123 Fax: (805) 569-6466 Received Date: 03/21/2023 10:05 AM Analysis Date: 03/22/2023 Collected Date: 03/17/2023</p>
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**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
 Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A1-Coating <small>322307248-0001</small>	Upper roof (s) area - roof core	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A1-Wrap Like <small>322307248-0001A</small>	Upper roof (s) area - roof core	White Fibrous Homogeneous	45% Cellulose 10% Glass	45% Non-fibrous (Other)	None Detected
A1-Felt 1/Tar <small>322307248-0001B</small>	Upper roof (s) area - roof core	Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
A1-Felt 2 <small>322307248-0001C</small>	Upper roof (s) area - roof core	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
A1-Insulation <small>322307248-0001D</small>	Upper roof (s) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A2-Coating <small>322307248-0002</small>	Upper roof (e) area - roof core	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A2-Wrap Like <small>322307248-0002A</small>	Upper roof (e) area - roof core	White Fibrous Homogeneous		60% Non-fibrous (Other)	40% Chrysotile
A2-Felt 1/Tar <small>322307248-0002B</small>	Upper roof (e) area - roof core	Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
A2-Felt 2 <small>322307248-0002C</small>	Upper roof (e) area - roof core	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
A2-Insulation <small>322307248-0002D</small>	Upper roof (e) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A3-Coating <small>322307248-0003</small>	Upper roof (n) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A3-Wrap Like <small>322307248-0003A</small>	Upper roof (n) area - roof core	White Fibrous Heterogeneous	45% Cellulose 10% Glass	45% Non-fibrous (Other)	None Detected
A3-Roofing <small>322307248-0003B</small>	Upper roof (n) area - roof core	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
A3-Insulation <small>322307248-0003C</small>	Upper roof (n) area - roof core	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
A4-Coating <small>322307248-0004</small>	Lower roof (e) (s) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A4-Wrap Like <small>322307248-0004A</small>	Lower roof (e) (s) area - roof core	White Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected

Initial report from: 03/22/2023 11:12:33



LA Testing

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<http://www.LATesting.com> / pasadenalab@latesting.com

LA Testing Order: 322307248
 Customer ID: DEVR72
 Customer PO:
 Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
 Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A4-Roofing 322307248-0004B	Lower roof (e) (s) area - roof core	Black Non-Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
A4-Insulation 322307248-0004C	Lower roof (e) (s) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A5-Coating 322307248-0005	Lower roof (e) (n) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A5-Wrap Like 322307248-0005A	Lower roof (e) (n) area - roof core	White Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected
A5-Roofing 322307248-0005B	Lower roof (e) (n) area - roof core	Black Fibrous Heterogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
A5-Insulation 322307248-0005C	Lower roof (e) (n) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A6-Coating 322307248-0006	Mid roof (w) (n) area - roof core	White Fibrous Heterogeneous	10% Synthetic 5% Glass	85% Non-fibrous (Other)	None Detected
A6-Wrap Like 322307248-0006A	Mid roof (w) (n) area - roof core	White Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected
A6-Roofing 322307248-0006B	Mid roof (w) (n) area - roof core	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
A6-Insulation 322307248-0006C	Mid roof (w) (n) area - roof core	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
A7-Coating 322307248-0007	Mid roof (w) (w) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A7-Wrap Like 322307248-0007A	Mid roof (w) (w) area - roof core	White Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected
A7-Roofing 322307248-0007B	Mid roof (w) (w) area - roof core	Black Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
A7-Insulation 322307248-0007C	Mid roof (w) (w) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A8-Coating 322307248-0008	Lower roof (w) (s) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A8-Wrap Like 322307248-0008A	Lower roof (w) (s) area - roof core	White Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected
A8-Roofing 322307248-0008B	Lower roof (w) (s) area - roof core	Black Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
A8-Insulation 322307248-0008C	Lower roof (w) (s) area - roof core	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A9-Coating 322307248-0009	Lower roof (w) (w) area - roof core	White Non-Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected

Initial report from: 03/22/2023 11:12:33



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**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
 Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A9-Roofing 322307248-0009A	Lower roof (w) (w) area - roof core	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
A9-Insulation 322307248-0009B	Lower roof (w) (w) area - roof core	Brown Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A10-Mastic 322307248-0010	Upper roof lower gray - penetration mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A10-Glue 322307248-0010A	Upper roof lower gray - penetration mastic	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A11 322307248-0011	Upper roof lower gray - penetration mastic	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A12 322307248-0012	Upper roof lower gray - penetration mastic	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A13 322307248-0013	Upper roof (e) blk - penetration mastic	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
A14 322307248-0014	Upper roof (c) blk - penetration mastic	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
A15 322307248-0015	Lower roof (e) (s) blk - penetration mastic	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
A16-Coating 322307248-0016	Mid roof 9w) (n) blk - penetration mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A16-Mastic 322307248-0016A	Mid roof 9w) (n) blk - penetration mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A17-Coating 322307248-0017	Lower roof (w) 9s) blk - penetration mastic	White/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A17-Mastic 1 322307248-0017A	Lower roof (w) 9s) blk - penetration mastic	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
A17-Mastic 2 322307248-0017B	Lower roof (w) 9s) blk - penetration mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/22/2023 11:12:33



LA Testing

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LA Testing Order: 322307248

Customer ID: DEVR72

Customer PO:

Project ID:

Analyst(s)

Nahid Motamedi (33)

Rafael Palacios (16)

Jerry Drapala Ph.D, Laboratory Manager
or Other Approved Signatory

LA Testing maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by LA Testing. LA Testing bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore LA Testing recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by LA Testing South Pasadena, CA NVLAP Lab Code 200232-0, CA ELAP 2283

Initial report from: 03/22/2023 11:12:33

EMAIL RESULTS TO: labs@insightenviro.com /
jacob@insightenviro.com

CHAIN OF CUSTODY
INSIGHT ENVIRONMENTAL, INC. - Customer ID: DEVR72
ADDRESS: 1180 Eugenia Place, #103, Carpinteria, CA 93013
Office Phone # 805-898-1123 / Fax # 805-569-6466

Insight
ENVIRONMENTAL, INC.
www.insightenviro.com
805.898.1123

#322307248

Project Name: 3203 TERMINAL DR SANTA MARIA (SM AIRPORT)

Turnaround Time: 3 Hour () 6 Hour () 8 Hour () 24 Hour (X) 48 Hour () 72 Hour () Other:

Special Instructions: () Stop at First Positive Stop - Clearly Identify Homogenous Group (>1%)
() Composite Analysis - Perform a composite analysis on one positive drywall/joint compound sample for disposal purposes.

Analysis - (X) ASBESTOS BULK: PLM (reporting limit) PLM EPA 600/R-93/116 (<1%) () ASBESTOS AIR: PCM NIOSH 7400 () ASBESTOS TAPE: PLM Qualitative
() LEAD PAINT CHIP: PPM (mg/kg) SW846-7000B FAA (reporting limit) 0.01% () LEAD WIPE - Non ASTM SW846-7000B FAA (reporting limit) 10 µg/wipe
() MOLD AIR: Non Culturable Spore Trap (Allergenco - D) Fungal Direct Examination () MOLD BULK/TAPE: Fungal Direct Examination () OTHER:

Sample #	Material Description	Sample Location	Volume / Area	Estimated Quantity	Damage (Y/N)	Estimated Damage % / Qty.	Friable (Y/N)	Date / Time
A1	ROOF CORE	UPPER ROOF (S) AREA		8000	Y	1600		3/17
2		(E)						
3		(N)						
4		LOWER (E) (S) AREA						
5		(N)						
6		MID (W) (N)						
7		(W) (W)						
8		LOWER (W) (S)						
9		(W) (W)						
10	PENETRATION MATIC	UPPER ROOF TOWER GRAY		1000	N			
11								
12								
13		UPPER (E) BLK		400				
14		(C)						
15		LOWER (E) (S)						
16		MID (W) (W)						
17		LOWER (W) (S)						

Sampler/Relinquished By: Jacob Quiroga Date: 3/17/23 Time: 3PM Samples Received By: Makenna Euentz (e) Date: 3-21-23 Time: 10:05

Order ID: 322307248

INSIGHT ENVIRONMENTAL, INC.

XRF DATA

CLIENT: SANTA MARIA AIRPORT DISTRICT

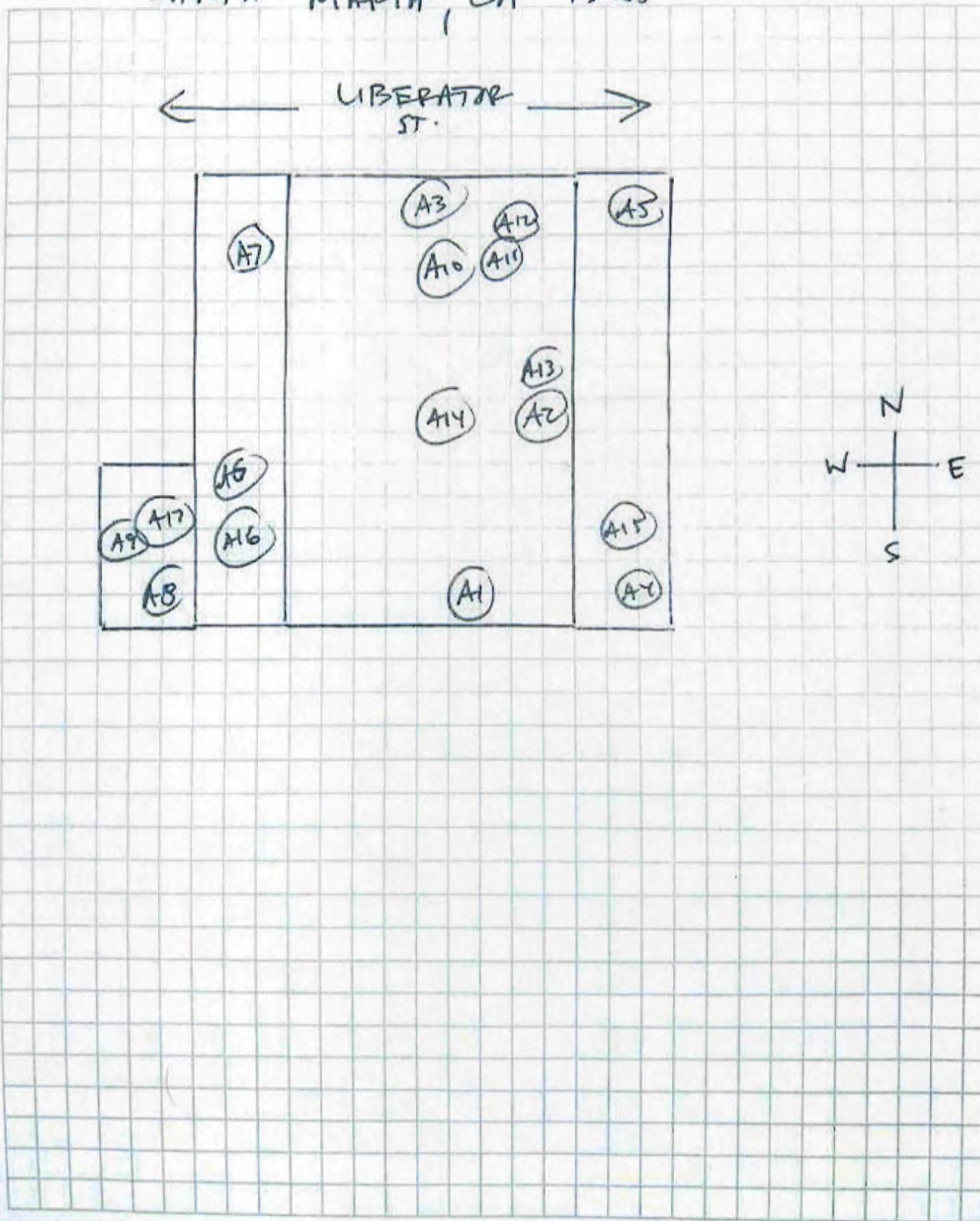
XRF Analyzer Used to Conduct Survey Hueris PB 200i - Serial # Q5-553

Shot	Date	Site	Room	Component	Substrate	Side	Condition	Color	Results	AL	PbC	Units
1	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER	METAL	A	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
2	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER DOWNSPOUT	METAL	A	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
3	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER	METAL	A	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
4	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER DOWNSPOUT	METAL	A	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
5	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER	METAL	C	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
6	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER DOWNSPOUT	METAL	C	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
7	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER	METAL	C	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
8	3/17/2023	3203 TERMINAL	EXTERIOR	GUTTER DOWNSPOUT	METAL	C	FAIR	BEIGE	NEGATIVE	1	< LOD	mg/cm ²
9	3/17/2023	3203 TERMINAL	EXTERIOR	ROOFTOP TOWER FLOOR BRACKET	METAL		FAIR	GRAY	POSITIVE	1	8	mg/cm ²

SITE: 3203 TERMINAL DR.
SANTA MARIA, CA 93455

Site Map

Site Address: 3203 TERMINAL DR.
SANTA MARIA, CA 93455



State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Jacob A Quiroga

Name

Certification No. 19-6530

Expires on 08/14/23



This verification was issued by the Division of Occupational Safety and Health as authorized by Sections 7300 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Jacob Quiroga

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00003767

EXPIRATION DATE:

12/4/2023

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clpph or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Robert S Augspurger



Certification No. **19-8516**

Expires on **05/15/23**

This certification was issued by the Director of
Occupational Safety and Health of California
by Order 1100 signed on the 10/15/2019
Professional Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00009459	11/23/2023

Robert Augspurger

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clonb or calling (800) 597-LEAD