



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

**Thursday  
May 27, 2021**

**Virtual Meeting  
Zoom Meeting: [Zoom.us](https://zoom.us)  
Meeting ID: [812 8065 1089](https://zoom.us/j/81280651089)  
Meeting Password: 3217  
7:00 P.M.**

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL: Brown, Engel, Rafferty, Adams, Baskett**

- 1. MINUTES OF THE REGULAR MEETING HELD MAY 13, 2021.**
- 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**
  - a) Monthly Activity 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 public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

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

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7. **RESOLUTION 899. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2021-2022 UNDER CALIFORNIA CONSTITUTION ARTICLE XIII B (AS AMENDED) AND IMPLEMENTING STATUTES.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE BUILDING SPACE LEASE BETWEEN THE DISTRICT AND THE SANTA BARBARA COUNTY FIRE DEPARTMENT AT 3117-D LIBERATOR STREET.**
9. **CONSENT TO SUBLEASE FOR MALDONADO COMPANIES TO ARISTA AVIATION SERVICES, LLC.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE AN AIR SERVICE DEVELOPMENT CONTRACT BETWEEN THE DISTRICT AND MEAD & HUNT, INC.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIFTH AMENDMENT OF GROUND LEASE AGREEMENT BETWEEN THE DISTRICT AND SANTA MARIA KARTING ASSOCIATION.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE AN INDEMNIFICATION AGREEMENT BY AND BETWEEN THE CITY OF SANTA MARIA, G3, LLC, AND THE SANTA MARIA PUBLIC AIRPORT DISTRICT.**
14. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10, APN 111-231-11, APN 111-231-17 (Gov. Code Section 54956.8)

**b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445.**

**c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.**

**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 13, 2021

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

1. MINUTES OF THE REGULAR MEETING HELD April 22, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held April 22, 2021. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
2. COMMITTEE REPORT(S):
  - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – The committee will meet to discuss a new drone proposal.
  - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – A meeting will be scheduled.
  - 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) – The committee met to discuss future developments.
3. GENERAL MANAGER'S REPORT. Mr. Hastert notified the Board of the successful tabletop emergency response drill. He updated them on the CRRSA Grant and the new financial software. He also briefed them on meetings he attended which include Arista Helicopters, ACA Board meeting and Customs.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

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

  - a) Demand Register. The Demand Register, covering warrants 068935 through 069005 in the amount of \$149,728.00 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
5. DISTRICT COUNSEL'S REPORT. Nothing to report.

6. PUBLIC SESSION: Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

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No one requested to speak.

7. Presentation by Michael Arms of Tartaglia Engineering, regarding Runway Designation and Magnetic Declination. Discussion was held after the presentation and staff was given direction to get proposal and meet at the committee level to discuss further.
8. Resolution 898. A Resolution of the Board of Directors of the Santa Maria Public Airport District declaring pursuant to Government Code Section 54221 that Real Property located at APN 111-291-033, APN 111-292-027 and APN 111-231-016 is Surplus Land. Director Adams made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted “Yes”.
9. Resolution 899. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Appropriations subject to limitation for fiscal year 2021-2022 under California Constitution Article XIIIB (As Amended) and implementing statutes. This item will sit before the public until the next meeting.
10. Authorization for two staff members to attend the Routes Americas Air Service Development Conference to be held June 23-25, 2021 in Orlando, FL. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted “Yes”.
11. Consent to sublease for Maldonado Companies to Arista Aviation Services, LLC. This item was tabled until the next meeting.
12. CLOSED SESSION. At 7:34 p.m. the Board went into Closed Session to discuss the following item(s):
  - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10 and APN 111-231-11, APN 111-231-17(Gov. Code Section 54956.8)
  - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445

- c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444

At 7:54 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

13. DIRECTORS' COMMENTS: Directors Engel, Brown, Rafferty, and Adams had no comment.

Director Baskett is happy to hear about the new drone mitigation proposal and the Customs meeting. He remains concerned about renewable energy.

14. ADJOURNMENT. President Brown asked for a Motion to adjourn to a Regular Meeting to be held on May 27, 2021 at 7:00 p.m. via a virtual meeting. Director Adams made that Motion, Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:56 p.m. on May 13, 2021.

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Steve Brown, President

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Hugh Rafferty, Secretary

# Monthly Activity Report

April



AGENDA ITEM

3a

5/27/2021

## Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	140	0	100%
Corporate T Hangars	8	8	0	100%
Corporate Hangars	28	28	0	100%
Storage Units	26	26	0	100%
Owner Build	23	23	0	100%
Commercial Aviation Hangar Space (SqFt)	107,782	103,360	4,422	96%
Commercial Aviation Office Space (SqFt)	28,800	19,449	9,351	68%

## Hangar Waiting List

T-Hangars	7
Corporate/Corporate T-Hangar	17

## Monthly Activity

	Apr-20	Mar-21	Apr-21	%Change
Operations	2,275	2,709	2,791	23%
Noise/Nuisance Complaints	0	2	0	
Jet\100LL Fuel (Gallons)	0	47,572	47,870	#DIV/0!

## Enplanments

	Apr-20	Mar-21	Apr-21	%Change
Allegiant	0	1145	1,966	#DIV/0!
Central Coast Shuttle	0	85	137	#DIV/0!

## Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHD flights
Allegiant	26	48%	48%

## Land Lease Information (Acres)

	Inventory	Occupied	Available
Business Park	224	0	224
Agriculture	592.29	592.29	0
Grazing	511	511	0
Non Aviation Land Leases	TBD	48.42	
Aviation Land Leases	TBD	12.22	
<b>Total Airport Acreage</b>	<b>2,550</b>		

## Mobile Home Park

	Spaces Rented	Units Sold
Mobile Home Park	78	

**2020-2021**

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069006 to 069047 and electronic payments on Pacific Premier Bank and in the total amount of \$145,892.73

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CHRIS HASTERT  
GENERAL MANAGER

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DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 069006 to 069047 and electronic payments on Pacific Premier Bank in the total amount of \$145,892.73 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

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VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

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DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 27, 2021.

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HUGH RAFFERTY  
SECRETARY



## Santa Maria Public Airport District

### Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069006	5/13/2021	ADB SAFEGATE	28.54	Lighting & Nav Aid Maint.
* 069007	5/13/2021	AT&T	45.17	Phone Service
* 069008	5/13/2021	Bartlett, Pringle & Wolf	47.00	Computer Support
* 069009	5/13/2021	Bedford Enterprises	252.05	Trash Removal
* 069010	5/13/2021	BMI PacWest	368.15	Buildg. Maint. - Terminal
* 069011	5/13/2021	Bomar Security	5,851.73	Security Service
* 069012	5/13/2021	Brayton's Power Wash	250.00	Street Sweeping
* 069013	5/13/2021	Clark Pest Control	1,779.00	Weed/Vector Control
* 069014	5/13/2021	Comcast	1,235.66	Cable/Internet /Digital Voice
* 069015	5/13/2021	Fedak & Brown	255.00	Annual Audit
* 069016	5/13/2021	Federal Express	14.75	Freight & Common Carrier
* 069017	5/13/2021	Fence Factory	2,020.00	Fencing & Gates
* 069018	5/13/2021	Ferguson Enterprises	140.75	Buildg. Maint.
* 069019	5/13/2021	J B Dewar, Inc	489.40	Fuel Expense - Gas/Diesel
* 069020	5/13/2021	J.D. Humann Landscape	4,955.00	Landscape Maintenance
* 069021	5/13/2021	Los Padres Fire Protection	1,630.55	Fire Equipment Service
* 069022	5/13/2021	Mission Uniform Service	293.86	Uniform Service
* 069023	5/13/2021	Pacific Telemanagement	230.92	Pay Phone Service
* 069024	5/13/2021	Pathpoint	1,695.60	Airport Maintenance Service
* 069025	5/13/2021	Service Star	10,906.28	Janitorial Service
* 069026	5/13/2021	S Lombardi & Assoc.	3,500.00	Airport Advertising
* 069027	5/13/2021	Santa Maria Valley Crop	3,192.42	Weed/Vector Control
* 069028	5/13/2021	Sousa Tire Service	837.59	Vehicle Tires
* 069029	5/13/2021	Tri-Counties Plant Service	275.00	Interior Plants Maint.
* 069030	5/13/2021	VTC Enterprises	70.00	Trash - Paper Recycling
* 069031	5/18/2021	Chuck Adams	200.00	Directors Fees
* 069032	5/18/2021	California Airports Council	750.00	Annual Dues
* 069033	5/18/2021	City of Guadalupe	18,251.35	Security Service
* 069034	5/18/2021	City of Santa Maria	387.60	Water Invoice
* 069035	5/18/2021	Comcast Business	2,205.77	Cable/Internet

## Santa Maria Public Airport District

### Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069036	5/18/2021	De Lage Landen	102.18	Lease/Maint. - Copier
* 069037	5/18/2021	Earthbound Electric	8,934.00	Lighting Maintenance-Terminal Area
* 069038	5/18/2021	Carl Engel, Jr.	200.00	Directors Fees
* 069039	5/18/2021	Federal Express	37.01	Freight & Common Carrier
* 069040	5/18/2021	Frontier Communications	200.13	Telephone Service
* 069041	5/18/2021	Mead & Hunt, Inc.	3,480.00	Air Service Consulting
* 069042	5/18/2021	Hugh Rafferty	600.00	Directors Fees
* 069043	5/18/2021	RRM Design Group	938.75	Consulting Service
* 069044	5/18/2021	Smith's Alarms & Electronics	630.00	Fire Alarm Service
* 069045	5/18/2021	Systems& Marketing Solutions	300.00	Dues
* 069046	5/18/2021	WageWorks	100.00	Cafeteria Plan - Admin. Fee
* 069047	5/18/2021	Your People Professionals	558.33	Employee Recruitment
			<u>\$ 78,239.54</u>	
ACH	5/11/2021	CalPERS	5,440.06	Employee Retirement
ACH	5/11/2021	CalPERS	13,694.79	Health Insurance
ACH	5/13/2021	Paychex	24,887.40	Payroll
ACH	5/13/2021	Mass Mutual	4,328.37	Employee Paid Retirement
ACH	5/13/2021	PG&E	21.08	Terminal/Admin./Main Hangar
ACH	5/13/2021	PG&E	24.64	Terminal/Admin./Main Hangar
ACH	5/13/2021	PG&E	205.98	Terminal/Admin./Main Hangar
ACH	5/13/2021	PG&E	292.54	Terminal/Admin./Main Hangar
ACH	5/13/2021	PG&E	7,851.16	Terminal/Admin./Main Hangar
ACH	5/14/2021	Paychex	178.20	Paychex Invoice
ACH	5/14/2021	Paychex	5,288.91	Payroll Taxes
ACH	5/25/2021	CalPERS	5,440.06	Employee Retirement
Subtotal			<u>\$ 67,653.19</u>	
Total			<u><u>\$145,892.73</u></u>	

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
71110-100	Electricity - Landing Area	17,139	15,191	1,949
71110-455	Electricity - Hotel Ramp	1,032	1,148	( 116 )
71120-150	ARFF Services	407,081	609,465	( 202,384 )
71220-100	Signs	7,409	7,575	( 166 )
71310-100	Lighting & Nav Aid Maintenance	7,661	8,344	( 683 )
71323-100	Runway Generator Maintenance	2,548	3,450	( 902 )
71330-100	Pavement - Runways & Taxiways	1,805	9,750	( 7,945 )
71331-100	Pavement - Ramps & Tiedowns		8,138	( 8,138 )
71345-100	Weed/Wildlife Abatement	17,988	46,402	( 28,415 )
71350-100	Fencing & Gates	2,625	4,350	( 1,725 )
72110-200	Electricity - Hangars	18,639	16,491	2,149
72130-200	Water/Sewer - Hangar	2,419	2,028	390
72150-200	Emergency Phones - Hangars	1,804	1,640	165
72260-200	Landscaping Hangar Area	5,837	5,913	( 75 )
72290-200	Miscellaneous Hangar Supplies		1,050	( 1,050 )
72300-200	Building Maintenance - Hangar Area	12,745	14,925	( 2,180 )
72310-200	Lighting Maintenance - Hangars	3,544	5,250	( 1,706 )
72311-200	Janitorial Sv Hangar Area	10,395	10,395	-
72328-200	Fire Extinguisher Service - Hangar		1,125	( 1,125 )
72331-200	Pavement - Ramp - Hangars		8,438	( 8,438 )
72350-200	Fencing & Gates		2,288	( 2,288 )
72445-200	Fire Alarm Service - Hangars	3,678	3,677	0
72480-200	Waste Oil Removal - Hangars	1,390	1,312	78
73700-721	Owner Build - Water/Sewer	941	716	225
73700-722	Owner Build - Electricity	190	187	2
73700-723	Owner Build - Restroom Janitorial	1,890	1,890	-
73700-724	Owner Build - Maintenance	401	750	( 349 )
74110-203	Electricity - Main Hangar	31,624	26,253	5,371
74110-204	Utilities - 3940 Mitchell Rd.	253	197	57
74120-203	Gas- Main Hangar	1,458	1,292	165
74130-125	Water/Refuse - Paint Hangar	4,831	3,690	1,141
74130-203	Water/Refuse - Main Hangar	3,998	3,943	55
74150-125	Emergency Phone Lines - Paint Hangar	1,728	1,802	( 73 )
74150-203	Emergency Phone Lines - Main Hangar	614	776	( 162 )
74260-400	Landscaping - FBO	941	953	( 12 )
74300-400	Building Maintenance - FBO Hangar Area	9,532	9,938	( 406 )
74311-203	Janitorial Sv Main Hangar & FBOs	1,890	1,890	-
74311-218	Utilities FBO	1,480	1,052	427
74315-400	Fire Sprinkler Maintenance	446	1,875	( 1,429 )
74331-400	Pavement - Ramps & Tiedowns	28	1,500	( 1,472 )
74340-400	Drainage Maintenance	1,357	1,500	( 143 )
74350-400	Fencing & Gates	2,777	4,200	( 1,423 )
74445-125	Fire Alarm Service - Paint Hangar	735	315	420
74445-203	Fire Alarm Service - Main Hangar	910	315	595
75110-249	Electricity - Terminal	59,651	73,995	( 14,344 )
75120-249	Gas - Terminal	5,872	4,301	1,571
75130-249	Water/Refuse/Sewer - Terminal	10,117	13,144	( 3,026 )

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
75150-249	Emergency Phone Lines - Terminal	5,735	5,863	( 128 )
75150-250	Pay Phone Service - Terminal	2,078	2,051	27
75150-300	Audio & Video Monthly Charges	2,293	2,408	( 115 )
75220-250	Signs	908	2,437	( 1,529 )
75255-250	Janitorial Sv Terminal Area	72,054	71,784	270
75260-250	Landscaping - Terminal	25,683	25,944	( 261 )
75300-249	Building Maint. - Terminal	18,755	36,713	( 17,957 )
75300-339	Building Maintenance - Fire Station	2,682	4,298	( 1,615 )
75310-240	Lighting Maintenance - Terminal Area Streets	17,212	12,261	4,951
75310-249	Lighting Maintenance - Terminal	609	3,000	( 2,391 )
75310-339	Lighting Maintenance - Fire Station		75	( 75 )
75323-249	Generator Maintenance - Terminal	1,254	1,875	( 621 )
75323-339	Generator Maintenance - Fire Station	1,147	1,875	( 728 )
75333-250	Pavement - Roads - Terminal Area	6,302	10,500	( 4,198 )
75350-250	Fencing & Gates - Terminal	908	3,413	( 2,504 )
75465-249	Automatic Door Maintenance	634	4,500	( 3,866 )
75475-249	Interior Plant Service - Terminal	2,475	2,850	( 375 )
75700-740	Terminal Accessories	4,211	10,020	( 5,809 )
76110-300	Electric - Street Lights	1,671	1,507	164
76110-310	Electric - Retention Dam Pumps	3,126	2,410	717
76140-300	Recycled Water		1,688	( 1,688 )
76220-250	Signs	674	750	( 76 )
76260-300	Landscaping - Revenue Generating Land	17,573	12,480	5,093
76290-300	South Well Repairs		375	( 375 )
76310-300	Street Light Maintenance		375	( 375 )
76340-300	Drainage Maintenance	598	4,500	( 3,902 )
76345-300	North Well Repairs		1,125	( 1,125 )
76350-300	Fencing & Gates	2,150	1,875	275
76360-300	Stormwater Retention Facilities	3,532	2,550	982
76700-750	MHP - Salaries	71,772	70,950	822
76700-752	MHP - Maintenance	15,879	22,781	( 6,902 )
76700-753	MHP - MHP Liability Insurance	7,089	5,149	1,940
76700-754	MHP - Utilities	148,264	119,490	28,774
76700-755	MHP - Property Management	21,150	21,150	-
76700-757	MHP - General and Admin. Expense	9,582	8,104	1,479
87010-451	General Manager	114,754	122,304	( 7,551 )
87010-452	Manager of Operations and Maintenance	71,311	76,009	( 4,698 )
87010-453	Manager of Finance and Administration	67,916	72,396	( 4,480 )
87010-454	Operations Officer	40,734	43,416	( 2,681 )
87010-455	Administrative Assistant	44,364	48,852	( 4,488 )
87010-456	Maintenance Foreman	54,695	57,676	( 2,981 )
87010-457	Maintenance Workers III	16,413	12,858	3,555
87010-458	Maintenance Worker I	82,081	92,425	( 10,345 )
87010-460	Accounting Clerk	41,067	46,105	( 5,038 )
87010-462	Receptionist	33,416	34,329	( 913 )
87010-463	Maintenance Worker IV	22,613	27,568	( 4,955 )
87020-473	Longevity Pay	18,982	20,220	( 1,238 )

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
87030-481	Medicare Tax	10,076	9,485	591
87030-482	Medical Insurance	179,169	183,020	( 3,851 )
87030-483	Dental Insurance	7,571	8,059	( 488 )
87030-484	Auto Allowance	9,713	10,350	( 637 )
87030-485	Life Insurance	2,890	4,037	( 1,148 )
87030-486	Disability Insurance	4,311	5,316	( 1,006 )
87030-487	PERS Retirement	197,359	190,654	6,705
87030-488	Worker's Compensation	16,360	20,329	( 3,969 )
87030-489	Employee Vision Coverage	1,027	1,056	( 29 )
87030-495	Unemployment Claims	4,474	3,355	1,119
87110-150	Electricity - Shop	2,308	2,232	76
87110-217	Electricity - Administration Building	8,020	9,620	( 1,600 )
87120-150	Gas - Shop	210	192	18
87120-217	Gas - Administration Building	781	609	172
87130-150	Water/Refuse - Shop	2,534	2,291	242
87130-217	Water/Sewer - Administrative Building	1,791	1,158	633
87130-500	Water - Landscaping	21,692	14,988	6,703
87140-500	Trash - Paper Recycling	842	1,193	( 351 )
87160-501	Cellular Phone	7,368	11,063	( 3,695 )
87160-502	Security Phone Lines	961	972	( 11 )
87160-504	Administration Office - Monthly Service	5,222	5,101	122
87160-505	Administration Office - Toll Calls	904	926	( 22 )
87160-507	Administration Office - Fax Line	1,302	1,265	37
87160-509	Tower & Fire Station	2,949	2,400	549
87160-510	Shop Phone	2,157	1,904	253
87160-511	Answering Service	2,570	2,657	( 87 )
87210-500	Security Supplies	32	2,550	( 2,518 )
87230-500	Janitorial Supplies	4,789	9,886	( 5,097 )
87240-150	Tools - Shop	360		360
87240-500	Small Tools	4,771	6,782	( 2,011 )
87260-150	Shop Supplies	1,809	3,413	( 1,604 )
87270-531	Fuel Expense - Gas/Oil	8,464	7,351	1,112
87270-532	Fuel Expense - Diesel Fuel/Oil	5,034	9,154	( 4,120 )
87275-500	Solvent	581	750	( 169 )
87280-546	First Aid	419	596	( 177 )
87280-547	Safety Equipment	6,000	2,738	3,262
87280-548	Training Supplies		450	( 450 )
87286-500	Uniform Service	7,193	5,930	1,263
87290-500	Sundries	2,622	3,388	( 766 )
87300-150	Building Maintenance - Shop	2,349	2,738	( 388 )
87300-217	Building Maintenance - Administrative Building	3,050	7,575	( 4,525 )
87321-150	Equipment Maintenance - Shop	404	563	( 158 )
87322-500	Radio Maintenance	2,475	2,290	185
87324-521	Copier	6,326	5,771	555
87324-523	Maintenance - Postage Machine	1,211	1,089	122
87328-500	Fire Extinguisher Service		2,288	( 2,288 )
87360-536	Automotive Maintenance - Mechanical	7,089	6,000	1,089

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
87360-537	Automotive Maintenance - Tires	1,006	3,000	( 1,994 )
87370-541	Heavy Equipment Maintenance - Mechanical	10,617	19,125	( 8,508 )
87370-542	Heavy Equipment Maintenance - Tires	281	7,500	( 7,219 )
87370-543	ARFF Vehicle Maintenance	25,772	19,125	6,647
87380-554	Fuel System - Fire Alarm Service	315	1,065	( 750 )
87400-500	Directors Fees	15,800	15,750	50
87412-500	Payroll Processing Fees	4,198	4,022	176
87414-500	Annual Audit	28,610	21,966	6,644
87420-500	Legal Counsel Services	50,712	49,298	1,415
87422-501	Real Estate Commission	60,636	45,477	15,159
87440-500	Security Service	230,834	287,209	( 56,375 )
87443-500	Security Sys Maint & Repairs	12,603	29,250	( 16,647 )
87450-500	Janitorial Service - Admin	8,505	8,784	( 279 )
87470-500	Landscaping Services	3,795	3,843	( 48 )
87472-500	Landscaping Contingencies	3,355	3,750	( 395 )
87475-500	Internet/Web Page Maintenance	16,811	32,580	( 15,769 )
87510-562	Bank Charges - Service Charges	13,210	10,042	3,167
87520-566	Freight & Common Carrier	30	529	( 499 )
87520-567	Postage	1,185	750	435
87520-568	Printing & Stationery		412	( 412 )
87520-570	Misc. Office Supplies	6,088	10,247	( 4,158 )
87520-572	Books & Publications	125	1,929	( 1,804 )
87530-581	Computer Supplies	2,669	13,718	( 11,049 )
87530-583	Computer Support Services	88,436	86,217	2,219
87540-600	Dues and Memberships	3,879	4,120	( 241 )
87540-601	Dues -AAAE	3,250	3,075	175
87540-603	Dues - SWAAAE	285	255	30
87540-605	Dues - Chamber of Commerce	8,050	6,000	2,050
87540-606	Dues - National Notary Association		113	( 113 )
87540-607	Dues - CA Special Districts Association	7,253	5,750	1,503
87540-608	Dues - AA AE ARDF CA Airport Storm	4,950	3,713	1,238
87540-610	Costco Membership	240	124	116
87540-618	Santa Maria Times		113	( 113 )
87540-628	Pro-rata Share of LAFCO Budget	2,515	2,195	320
87600-596	Advertising - Legal	440	750	( 310 )
87600-599	Advertising - Airport Advertising	134,703	117,375	17,328
87610-100	Depreciation - Landing Area	1,124,787	996,412	128,375
87610-200	Depreciation - Hangar Area	76,648	89,725	( 13,077 )
87610-250	Depreciation - Terminal Area	283,999	274,325	9,674
87610-300	Depreciation - Revenue Generating Land	175,187	184,273	( 9,086 )
87610-400	Depreciation - Main Hangar & FBO	33,567	40,143	( 6,576 )
87610-500	Depreciation - Administration	144,667	139,847	4,820
87618-500	Election Expense	22,239	18,750	3,489
87620-692	Emergency Exercises		375	( 375 )
87630-591	Insurance - Airport Liability	9,713	9,713	( 0 )
87630-592	Insurance - Auto, Fire, Property	96,054	104,153	( 8,099 )
87630-595	Insurance - General Liability	41,161	44,081	( 2,920 )

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
87650-641	Taxes - Sales	( 730 )		( 730 )
87650-643	Permits	5,041	3,501	1,540
87650-646	Storm Water Permits		1,050	( 1,050 )
87660-500	Education	4,614	12,000	( 7,386 )
87670-500	Business Travel & Entertainment	3,171	49,777	( 46,606 )
87679-500	Employee Recognition	777	2,850	( 2,073 )
87700-791	Live Fire Training		30,111	( 30,111 )
88680-681	SM Chamber Economic Development	38,000	28,500	9,500
88680-685	Air Show Expenses		7,500	( 7,500 )
88680-691	Planning & Marketing	19,331	26,250	( 6,919 )
88680-692	Consulting Services - Aviation Related	8,609	57,645	( 49,036 )
88680-693	Consulting Services - Contingencies	72,341	124,150	( 51,809 )
88680-702	Rent Credit - Operations	7,482	7,423	59
88700-705	Airfest Expenses- Miscellaneous	141		141
	Total	5,223,243	5,725,355	( 502,112 )

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**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
61100-052	Landing Fees - Ameriflight	11,384	6,304	5,080
61100-053	Landing Fees - U.S. Forest Service	27,773	18,750	9,023
61100-054	Landing Fees - Federal Express - WestAir	5,746	5,619	127
61100-055	Landing Fees - Allegiant Air	18,888	14,473	4,415
61100-062	Landing Fees -United (Skywest)		9,650	( 9,650 )
61100-063	Landing Fees - United Express (WS)	75		75
61100-064	Mooring Fees - Blimps	150		150
61110-052	Tiedowns - Ameriflight	2,034	2,034	-
61110-054	Tiedowns - Federal Express	3,006	3,006	-
61130-093	Comm Veh Access - Federal Express	8,676	8,676	-
61130-094	Comm Veh Access - UPS	3,276	3,276	-
61140-152	Fuel Flowage Fees - Self Serve	1,430	1,289	141
61140-154	Fuel Flowage Fees - CC Jet Center, LLC	56,473	49,889	6,584
62210-005	T-Hangar 3005 Airpark	33,414	33,750	( 336 )
62210-009	T-Hangar 3009 Airpark	20,228	21,780	( 1,552 )
62210-011	T-Hangar 3011 Airpark	19,369	20,880	( 1,511 )
62210-019	T-Hangar 3019 Airpark	20,469	20,880	( 411 )
62210-023	T-Hangar 3023 Airpark	19,704	21,780	( 2,076 )
62210-027	T-Hangar 3027 Airpark	21,510	21,510	-
62210-031	T-Hangar 3031 Airpark	21,510	21,510	-
62210-039	T-Hangar 3039 Airpark	30,585	31,185	( 600 )
62210-103	T-Hangar 3103 Airpark	33,879	34,848	( 969 )
62210-107	T-Hangar 3107 Airpark	25,441	25,452	( 11 )
62210-109	T-Hangar 3109 Airpark	17,463	19,710	( 2,247 )
62210-111	T-Hangar 3111 Airpark	17,713	18,144	( 431 )
62220-035	Corporate T-Hangar 3035 Airpark	30,614	31,041	( 427 )
62230-005	T-Hangar Storage 3005 Airpark	4,590	4,590	-
62230-009	T-Hangar Storage 3009 Airpark	1,530	1,530	-
62230-011	T-Hangar Storage 3011 Airpark	1,620	1,620	-
62230-019	T-Hangar Storage 3019 Airpark	810	810	-
62230-023	T-Hangar Storage 3023 Airpark	765	765	-
62230-027	T-Hangar Storage 3027 Airpark	1,512	1,512	-
62230-031	T-Hangar Storage 3031 Airpark	1,512	1,512	-
62230-035	T-Hangar Storage 3035 Airpark	1,548	1,548	-
62230-039	T-Hangar Storage 3039 Airpark	4,590	4,590	-
62230-107	T-Hangar Storage 3107 Airpark	1,341	1,341	-
62230-109	T-Hangar Storage 3109 Airpark	666	666	-
62230-111	T-Hangar Storage 3111 Airpark	1,512	1,512	-
62240-001	Corporate Hangars 3001 Airpark	33,318	34,792	( 1,474 )
62240-029	Corporate Hangars 3029 Airpark	38,322	38,322	-
62240-105	Corporate Hangars 3105 Airpark	45,146	46,242	( 1,096 )
62240-118	Corporate Hangar 3043 Airpark	44,415	44,415	-
63310-100	Owner Build Hangar - Land (Sm)	5,442	5,445	( 3 )
63310-101	Owner Build Hangars - Land (Lg)	9,388	9,396	( 8 )
64410-177	Main Hangar - Artcraft Paints	37,358	37,361	( 3 )
64410-178	Main Hangar - Tricor Calif	1,230	1,742	( 512 )
64410-180	Main Hangar - Mike Lewis	2,745	2,741	4



**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
64410-183	Main Hangar - S B Cellular	21,146	21,613	( 467 )
64410-184	Main Hangar - Plenaire	10,476	10,473	3
64410-185	Main Hangar - Art-Craft Suites 119-128	36,613	36,620	( 6 )
64420-115	Corporate Hangar FBO 3115 Airpark	16,112	17,920	( 1,808 )
64420-117	Corporate Hangar FBO 3117 Liberator	27,864	27,871	( 7 )
64420-119	Corporate Hangar FBO 3119 Liberator	6,579	6,576	3
64420-121	Corporate Hangar FBO 3121 Liberator	6,291	6,291	( 0 )
64420-125	Corporate Hangar FBO 3125 Liberator (P)	41,151	41,153	( 2 )
64420-409	Corporate Hangar FBO 3409 Corsair	50,382	50,382	-
64420-410	U.S. Forest - Land Use Revenue	40,763	30,000	10,763
64420-438	Corporate Hangar FBO - CALSTAR	9,396	9,400	( 4 )
64420-439	Corporate Hangar FBO CC Jet Center	38,331	38,331	-
64420-440	Corporate Hangar FBO 3950 Mitchell	15,624	15,627	( 3 )
64420-442	Corporate Hangar FBO 3944 Mitchell	13,950	13,949	1
64420-443	Corporate Hangar FBO 3940 Mitchell	30,015	30,017	( 2 )
64420-444	Corporate Hangar FBO Arctic Air	33,444	33,444	-
64420-445	CC Jet Center Self Serve	1,906	1,575	331
64420-447	Rotocraft Leasing - Parking Lot	10,458	10,455	3
64420-448	MOF 3015/3025 Airpark Drive	2,124	1,881	243
64420-449	CC Jet Center-Los Padres Disp	2,997	2,999	( 2 )
64420-450	CCJC (GA Terminal)	9,462	10,089	( 627 )
64459-203	Utility Reimbursement - Main Hangar	28,624	25,482	3,141
65000-100	Vehicle Access Fee - Uber	2,293		2,293
65000-200	Vehicle Access Fee - LYFT	913		913
65510-251	Terminal - TSA Lease	70,275	70,275	-
65510-252	Terminal - Restaurant	23,103	24,153	( 1,050 )
65510-255	Terminal - Allegiant Air, Inc.	1,656	1,656	-
65510-256	Terminal -Central Coast Shuttle	19,611	19,608	3
65510-257	PFC Revenue	42,631	66,866	( 24,234 )
65510-262	ARINC	1,422	1,422	0
65520-265	Terminal Concessions - Avis	60,756	50,217	10,539
65520-266	Terminal Concessions - Budget	21,809	14,860	6,950
65520-267	Terminal Concessions - Hertz	11,829	32,783	( 20,954 )
65520-274	Terminal Vending Machines	648	1,346	( 698 )
65530-217	Adminstrative Board Room	370	840	( 470 )
65530-307	Avis Service Center	8,874	8,882	( 8 )
65559-249	Utility Reimbursements - Terminal	207	2,044	( 1,837 )
65559-336	TSA - LEO Reimbursement	7,980	9,660	( 1,680 )
65559-337	CARES Act Grant	682,988	820,500	( 137,512 )
66120-080	Vehicle Training Area/Special Events	23,100		23,100
66120-082	Vehicle Storage Area	1,415		1,415
66120-083	Santa Maria Karting	5,150	4,950	200
66610-361	Farm Land - Castellanos	109,854	104,011	5,843
66610-362	Grazing Land - R. Michel	756	1,611	( 855 )
66610-364	Master Lease - Mahoney Brothers	18,694	24,349	( 5,654 )
66610-365	Farm Land - Gresser	411,992	412,422	( 430 )
66610-366	Grazing Land - Verlade	2,417	2,637	( 220 )

**Santa Maria Public Airport District**

**For the Month Ending March 31, 2021**

<b>Account Number</b>	<b>Account Title</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over (Under) Budget</b>
66620-201	Airport Business Park	104,400	104,400	-
66620-320	Pioneer Park	1,450	1,450	-
66620-455	Commercial Land - Hotel	108,540	121,603	( 13,063 )
66620-500	Verizon Land Lease	22,400		22,400
66630-381	Village Mobile Home Park	357,209	345,274	11,934
67210-910	Use Permits - Special Events	150		150
67300-950	Commercial Filming - Movie Shoots	5,000		5,000
67910-900	Misc. Income Operations	( 7 )		( 7 )
67910-921	Misc. Income - Late Charges	49		49
67910-924	Misc. Income - Office	57		57
67910-940	Misc. Income	3,194		3,194
67910-951	Misc. Income - Airport Access Card	11,235	10,859	377
69010-950	Unrealized Gain on Investment	( 10,559 )		( 10,559 )
69010-951	Interest Income	42,548	151,413	( 108,865 )
69110-937	AIP - 37 Reimbursement		4,929,638	( 4,929,638 )
69310-965	Tax Revenues	1,050,605	1,323,988	( 273,383 )
69510-980	Ordinary Dividends - Principal Financial Group	176		176
	Total Revenue	<u>4,371,066</u>	<u>9,793,749</u>	<u>( 5,422,683 )</u>

**Santa Maria Public Airport District**  
**Statement of Net Position**  
**March 31, 2021**

**Current assets:**

Cash and cash equivalents	2,777,610
Restricted - cash and cash equivalents	5,073,255
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	110,036
Prepaid expenses and deposits	91,139

<b>Total current assets</b>	<b>8,060,041</b>
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**Non-current assets:**

Note receivable	158,719
Interest Receivable	7,254
Capital assets, not being depreciated	6,568,280
Depreciable capital assets	23,085,507
Deferred other post-employment benefits outflows	7,387
Deferred pension outflows	410,884

Total non-current assets	30,238,032
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<b>Total assets</b>	<b>38,298,073</b>
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**Current liabilities:**

Accounts payable and accrued expenses	174,514
Accrued wages and related payables	3,919
Unearned Revenue (customer prepaid)	308,796
Hangar and other deposits	108,782
Long-term liabilities - due in one year:	
Compensated absences	30,405
Land improvements payable	19,406

Total current liabilities	645,823
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**Long-term liabilities - due in more than one year**

Compensated absences	91,215
Land improvements payable	109,969
Total other post-employment benefits liability	279,903
Net pension liability	1,894,820
Deferred pension inflows	119,557

Total long term liabilities	2,495,464
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<b>Total liabilities</b>	<b>3,141,287</b>
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**Net position:**

Retained Earnings	36,008,963
Change in Net Position	(852,177)

<b>Total net position</b>	<b>35,156,786</b>
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<b>Total liabilities and net position</b>	<b>38,298,073</b>
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**Santa Maria Public Airport District**  
**Net Income Year to Date Month Ending March 31, 2021**

	Year To Date	Monthly Average	Month Ending 03/31/21	Percentage of Average
Revenues from Operations:				
Landing area				
Landing fees and tiedowns	\$81,008.01	\$9,000.89	\$5,494.99	61%
Fuel flowage fees	57,902.04	\$6,433.56	2,854.32	44%
Subtotal	138,910.05	15,434.45	8,349.31	54%
Hangar area				
T- Hangar	281,285.00	\$31,253.89	31,161.00	100%
Corporate T-Hangars	191,815.42	\$21,312.82	21,646.00	102%
T-Hangar Storage Units	21,996.00	\$2,444.00	2,444.00	100%
Owner Build Hangars	14,829.57	\$1,647.73	1,649.00	100%
Subtotal	509,925.99	56,658.44	56,900.00	100%
Main hangar and F.B.O. area				
Main Hangar	138,191.53	\$15,354.61	14,282.46	93%
Commercial Hangars	285,074.32	\$31,674.92	27,561.43	87%
Land Leases	71,775.00	\$7,975.00	7,975.00	100%
Subtotal	495,040.85	55,004.54	49,818.89	91%
Terminal area				
Car Rental and Ground Transportatic	98,246.80	\$10,916.31	10,213.89	94%
Terminal Space Lease	125,517.71	\$13,946.41	13,922.31	100%
TSA LEO Reimbursement	7,980.00	\$997.50	1,020.00	102%
Subtotal	231,744.51	25,860.22	25,156.20	97%
Revenue generating land				
Land Lease Recreational	53,514.32	\$5,946.04	3,906.08	66%
Agricultural Leases	543,713.31	\$60,412.59	60,563.59	100%
Airport Business Park	104,400.00	\$11,600.00	11,600.00	100%
Airport Hotel	108,540.00	\$12,060.00	12,060.00	100%
Airport Mobile Home Park	357,208.88	\$39,689.88	42,219.34	106%
Subtotal	1,167,376.51	129,708.50	130,349.01	100%
Administrative				
Badging Income	11,235.00	\$1,248.33	535.00	43%
Miscellaneous Income	8,619.85	\$1,231.41	3,302.51	268%
Cares Grant Revenue	682,987.87	\$170,746.97		0%
Subtotal	702,842.72	173,226.71	3,837.51	2%
Total revenues from operations	3,245,840.63	455,892.86	274,410.92	60%

Operating Expenses:

Landing area	58,206.51	\$6,467.39	13,465.31	208%
Hangar area	63,872.86	\$7,096.98	11,550.58	163%
Main hangar and F.B.O.	64,600.79	\$7,177.87	12,942.01	180%
Terminal area	240,583.02	\$26,731.45	28,664.01	107%
Revenue generating land	303,061.47	\$33,673.50	30,584.06	91%
Payroll and Benefits	1,041,296.22	\$115,699.58	119,262.13	103%
Utilities	61,609.77	\$6,845.53	6,196.21	91%
Supplies	42,073.42	\$4,674.82	6,403.36	137%
Maintenance and Repairs	60,895.20	\$6,766.13	5,811.49	86%
Contractual Services	444,952.09	\$49,439.12	28,757.28	58%
ARFF Services	407,080.57	\$135,693.52		0%
Security Services	230,833.54	\$25,648.17	26,922.36	105%
Office Supplies/Postage/Printing and St	10,096.00	\$1,121.78	571.60	51%
Dues and Subscriptions	30,421.87	\$3,380.21	300.00	9%
Advertising	135,142.89	\$15,015.88	28,364.33	189%
Depreciation	1,838,854.94	\$612,951.65	607,197.94	99%
Insurance	146,928.04	\$36,732.01	49,376.07	134%
Election Expense	22,238.54	\$22,238.54	22,238.54	100%
Business Travel and Entertainment	3,170.77	\$452.97	922.15	204%
Air Show Expense	141.00	\$141.00		0%
Other Miscellaneous Expense	17,183.42	\$1,909.27	805.00	42%
Total Expenses	5,223,242.93	\$573,583.04	999,974.54	174%
Operating income (loss)	(1,977,402.30)	(117,690.17)	(725,563.62)	617%

Non-Operating Revenues (Expenses):

PFC Revenue	42,631.29	\$4,736.81	9,587.76	202%
Interest income	31,988.98	\$3,554.33	2,053.48	58%
Tax revenues	1,050,605.15	\$150,086.45		0%
Miscellaneous income				
Total non-operating rev (exp)	1,125,225.42	158,377.59	11,641.24	7%
Net Income	(852,176.88)	(\$211,924.08)	(724,553.62)	342%

**RESOLUTION 899**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT ADOPTING THE APPROPRIATIONS  
SUBJECT TO LIMITATION FOR FISCAL YEAR  
2021-2022 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 \$7,414,283.00 is the appropriations limit of the Santa Maria Public Airport District subject to California Constitution Article XIII B for fiscal year 2021-2022.

**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 7901 ..... .1.0573

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) ..... . 1.9954

Ratio change in above factors: 1.0573 x.9554 = 1.0524  
Appropriations limits of District  
For Fiscal year 2021-2022

2019-2020 appropriations limits of District as  
established by Resolution 890 7,022,762

Addition to District's appropriation limit  
For property tax administration fee  
Imposed by Senate Bill 2557 22,113  
7,044,875

Multiplied by above factors change ratio x 1.0524

2021 – 2022 appropriations limit \$7,414,283

**PASSED AND ADOPTED** at the Regular, meeting of the Board of Directors  
of the Santa Maria Public Airport District held May 13, 2021 on Motion by:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Steve Brown, President

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

## BUILDING SPACE LEASE

This Building Space Lease ("Lease"), dated **July 1, 2021**, for reference purposes, and executed on **May 27, 2021**, is entered into by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California, and **Santa Barbara County** (herein called "Tenant").

In consideration of the conditions, covenants and agreements herein contained, the parties agree as follows:

1. **Definitions.** Unless the context otherwise requires, the following terms have the meanings specified as follows:

- a. **"Airport"** means the Santa Maria Public Airport at Santa Maria, California.
- b. **"FAA"** means the Federal Aviation Administration or its successor organization or department.
- c. **"Improvements"** include buildings, structures, fixtures, partitions, counters, and other property affixed to the realty in any manner.
- d. **"Leased Premises" or "Premises"** mean and include the commercial aviation unit located at **3117-D Liberator Street**, at the Santa Maria Public Airport, in the City of Santa Maria, State of California, as shown outlined in red on the plot plan marked Exhibit "A" attached hereto and made a part hereof, together with those appurtenances specifically granted in this Lease. The Premises include ramp area directly in front of each commercial aviation unit for sole purpose of parking up to one (1) aircraft per commercial aviation unit as long as access to other hangars is not blocked or aircraft or vehicle traffic impeded.
- e. **"Movement Area"** means the runways, taxiways and other areas of the Airport, which are used for taxiing or hover taxiing, air taxiing, takeoff and landing by aircraft.
- f. **"Party" or "Parties"** mean the District and/or Tenant.

2. **Premises.** District leases to Tenant and Tenant leases from District the Premises for the rent and on the terms and conditions hereinafter set forth.

3. **Month-To-Month Term.** The term of this Lease shall be on a month-to-month basis, commencing July 1, 2021, and may be terminated by either party on thirty (30) days' written notice to the other. The term of this agreement shall not exceed five (5) years.

4. **Rent Payments: Monthly Rent Increases.** Tenant shall pay to District as monthly rent, the sum of \$927.00, on the first day of each calendar month, without prior notice, demand, deduction or offset, at District's office at 3217 Terminal Drive, or such other address as District may direct Tenant in writing. Rent for partial month occupancy shall be prorated. Monthly rent for the month-to-month tenancy may be increased from time to time (based on the Consumer Price Index



(CPI)) by District's board of directors by giving Tenant at least thirty (30) days' prior written notice of such increase.

5. **Security Deposit.** The security deposit is waived for a government agency.

6. **Late Charge.** Tenant acknowledges that late payment by Tenant to District of rent will cause District to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent installment is due falls on a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

7. **Permitted Uses of Premises.** Tenant may use the Premises only for the following commercial aviation purposes:

a. Office incidental to, and storage incidental to the following permitted aviation-related businesses conducted on the Premises and permitted pursuant to subparagraphs b-k, below (construction of any such office requires compliance with Paragraph 16).

b. Sales, repair and maintenance of aircraft and aircraft components, including but not limited to aircraft inspection, repair, refurbishment, component overhaul, and aircraft engine test operations.

c. Park automobiles of Tenant, its employees and invitees, outside the building, only in designated parking lots, or in areas designated in writing by District's General Manager for Tenant's use; provided, Tenant may park its portable test cell in the building.

d. Storage of aircraft owned by Tenant or under the care, custody or control of Tenant in connection with its permitted commercial aviation business. Subleasing for aircraft storage is prohibited.

e. Sale of aircraft and aircraft parts, components and accessories.

f. Rental and sales of aircraft.

g. Flight instruction.

h. Air taxi and on-demand aircraft charter services to the general public.

i. Maintenance and renovation of airplane interiors and exteriors.

All facilities required by Tenant shall be installed by and at Tenant's expense and in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. Tenant shall not use the Premises, or any portion thereof, for any other purposes, unless the use is approved in advance in writing by the District. Nothing contained herein shall be deemed to give Tenant exclusive rights at the Airport in connection with any of the permitted uses herein.

8. **Prohibited Uses.** Tenant shall not use or permit use of the Premises or the Airport, or any portion thereof, for any of the following purposes:

- a. Sale of gasoline or other fuels not dispensed by a third-party supplier.
- b. Spray painting within the building using flammable liquids or paints without proper, approved suppression and protection equipment and facilities, or in a manner which is prohibited by any applicable law, ordinance or governmental order or regulation or in a manner that does not meet the requirements of District's fire and liability insurance carriers.
- c. Park any vehicle within the building, except temporarily for the purpose of loading or unloading freight or passengers.
- d. Store any flammable liquids or substances or explosives within the building, except as may be authorized by District in writing and by the City of Santa Maria Fire Department, and except for aviation fuel in parked aircraft. Minor amounts of new lubricating engine oil, grease and similar combustible liquids necessary to the permitted uses will generally be permitted when stored in original Underwriters Laboratory listed containers.
- e. Use any portion of the Airport contrary to or in violation of the directives, rules or regulations of the District or the FAA or in such a manner which may interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard.
- f. Store on the Premises any property or articles or conduct any activities or operations which are not directly related or incidental to the permitted uses in Paragraph 7 of this Lease, or store any property outside the building.
- g. Use any paint stripping or aircraft finish removal process.
- h. Operation of rotary wing aircraft to or from Premises. Rotary wing aircraft will be towed to and from a "movement area" on the Airport.
- i. Washing of aircraft, equipment or vehicles where runoff and/or wastewater will directly enter District's storm drain system or City sewer system without permit or approved treatment.
- j. Storage of aircraft for which a charge is made.
- k. Any use which is not directly related to the Permitted Uses and which does not require location on the Airport within the Airport Operating Area ("AOA").

l. Use any torches, heaters or other devices on the Premises that cause a flame or fire.

m. Use as a temporary or permanent residence is specifically prohibited.

n. Storage of any recreational vehicle, trailer, camper, or other vehicle equipped with or usable as living quarters, on the Airport or on the Premises is prohibited. Temporary parking of such a vehicle may be permitted only with the prior written permission of District's General Manager.

o. Storage of any vehicle, other than mobile equipment incidental to the Permitted Uses, is prohibited.

9. **Landlord Improvements.** District shall not be responsible for any improvements to the Premises.

10. **Utilities.** Tenant shall pay all costs, charges and deposits for all utilities and services furnished to or used by Tenant, including without limitation, gas, water, electricity, telephone service, trash collection and for all connection charges. District shall have no obligation to extend utility services to the Premises. Tenant shall reimburse District on a monthly basis for a proportionate share of costs for water, gas and electricity used by Tenant as estimated by District unless Tenant elects to, at Tenant's expense, separately meter the utilities.

11. **Taxes.** Tenant 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 interest of Tenant, and personal property, improvements or fixtures owned, controlled or installed by Tenant and used or located on the Airport or Tenant's business. By entering into this Lease, a possessory interest subject to property taxation may be created, and Tenant may be subject to payment of property taxes levied on such interest. Tenant shall pay all such taxes.

12. **Assumption of Risks.** Tenant represents that Tenant has inspected the Airport and Premises and accepts the condition of the Premises and assumes all risks incidental to the use of the Airport and Premises. District shall not be liable to Tenant for any damages or injury to persons or property of any of Tenant's agents, employees, visitors, guests or invitees from any cause or condition whatsoever.

13. **Indemnity.** Tenant shall defend, indemnify, and hold District, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Tenant, its officers, employees or agents.

14. **Insurance.** Tenant shall secure and maintain, without cost to District, in full force and effect at all times during the term of this Lease the following types and minimum amounts of insurance, or self-insurance:

a. Commercial general liability insurance, including bodily injury and death liability, property damage liability, premises liability, completed operations and products liability coverage, contractual liability, public liability, and owners and contractors protective coverage with a combined single limit of liability of at least \$1,000,000 for each accident or occurrence.

b. Aircraft and airport operations insurance, including passengers, products and completed operations for each aircraft owned or operated by Tenant on the Airport, or manufactured or stored on the Premises, with a combined single limit for bodily injury and property damage of \$1,000,000 for each occurrence.

c. For and during the time Tenant has vehicles or mobile equipment which are used in Tenant's business or used in, on or about the Premises or anywhere on District property, automobile and mobile equipment liability insurance covering all vehicles and mobile equipment used by Tenant on the Airport providing bodily injury, personal injury and death liability limits of not less than \$1,000,000 per person per occurrence and property damage of not less than \$500,000 for each accident or occurrence.

District shall be named as an additional insured in each policy required herein without offset to any insurance policies of the District.

Tenant shall provide District with copies of all insurance policies and certificates issued by the insurer, including in each instance an endorsement or certificate providing that such insurance shall not be cancelled or coverage reduced except after thirty (30) days' written notice to District and an endorsement providing the contractual liability coverage for the indemnification required in Paragraph 13 above.

The foregoing limits of liability coverage may be annually reviewed by the District's General Manager and, upon report of his recommendations for an increase or decrease to the Board of Directors of the District, the District may increase or decrease the limits of liability of such liability insurance coverage's in accordance with the General Manager's recommendations or otherwise.

15. **Alterations.** Tenant shall make no alterations, additions or improvements in the Premises or otherwise at the Airport without District's prior written consent. Except as otherwise provided below, any improvements installed in accordance with this paragraph shall be District's property upon completion. Upon expiration or termination of the Lease, if District elects (upon written notice to Tenant of such election) that all or a designated portion of the alterations, additions, or improvements made by Tenant shall be removed by and at the expense of Tenant, then Tenant shall at Tenant's expense remove (within 30 days after such notice) such alterations, additions or improvements, or such portion thereof designated by District, restore District's property to at least its former condition, normal wear and tear excepted, and repair any damage resulting from such removal. Machinery, equipment and trade fixtures installed by Tenant in the Premises shall not be considered "alterations, additions or improvements" subject to the foregoing provisions and shall be removed from the Airport by Tenant on or before expiration or termination of this Lease, providing any damage to District property resulting from such removal shall be repaired or restored at Tenant's expense. All alterations, additions and improvements made by Tenant shall be done in a workmanlike manner, with good materials, and in full compliance with all applicable building codes, laws, ordinances, regulations and directions of public agencies having jurisdiction.

16. **Airport Facilities.** All aircraft owned by Tenant or under the care, custody and control of Tenant, and mobile equipment parked, loaded and unloaded outside the Premises shall be parked, loaded and unloaded only in locations designated by District. Tenant agrees to observe, obey and abide by all directives, rules and regulations for the common and joint use of Airport facilities and for maintenance and conduct of Tenant's business at the Airport, which may hereafter be imposed by District's Board of Directors, FAA, City of Santa Maria, or any other governmental entity or agency having jurisdiction. Tenant shall not store any cargo, supplies or materials outside the Premises without the prior written consent of District. District has no obligation to provide security guards, lighting or fencing or to provide any services or utilities not expressly set forth in this Lease.

17. **FAA Restrictions and Reservations.** The Rider marked "Exhibit C" attached hereto, consisting of four pages of provisions required by the Federal Aviation Administration, is incorporated herein and made a part hereof. Tenant agrees to comply with all of the terms and conditions of said Rider.

18. **Permits/Compliance with Laws Payment of Costs of Compliance.** Tenant shall secure and maintain in force during the term of this Lease all licenses and permits necessary or required by law for the conduct of Tenant's business or operations. Tenant shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with all applicable laws, statutes, ordinances, rules, regulations, and orders of federal, state and local governments, and other public agencies ("laws") which apply to the operation and/or use of the Premises. These laws include, but are not limited to, all laws concerning air and/or water quality, fire and/or occupational safety, and accessibility, as well as those requiring alterations or additions to be made to, or safety appliances and devices to be maintained or installed in, on, or about the Premises under any laws now or hereafter adopted, enacted or made and applicable to the Premises. Tenant shall pay any fees, charges, or assessments arising out of or in any way related to the Premises as a source of adverse environmental impacts or effects. Tenant specifically agrees that it is a condition of the continuation of this Lease that all materials used by Tenant 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 the governmental agency with authority to regulate such storage, use and disposal, whichever is more stringent. Tenant further agrees to maintain adequate storage and disposal facilities on the Premises. Tenant will maintain on the Premises and 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 Premises.

19. **Repairs and Maintenance/Entry.** Except as otherwise provided herein, Tenant shall, at Tenant's sole cost, keep and maintain the Premises and every part thereof in good and sanitary order, condition and repair. Tenant shall not make any repairs, which are the responsibility of District without District's prior written consent. Tenant waives all rights to make repairs at District's expense. Tenant shall keep the Premises, at Tenant's expense, clean and free from litter and dust at all times. District will, at District's expense, repair and maintain the roof, exterior walls and doors of the Premises. District's obligation to maintain does not include any damage or changes caused by Tenant or Tenant's employees, contractors or invitees. District and the utility companies shall have the right to enter the Premises for the purposes of inspection, installation, and repair of utility

facilities. District and authorized agents of District shall have the right to enter the Premises at all reasonable times for the purpose of inspecting or repairing the same or at any time in case of an emergency.

20. **Acceptance: Surrender.** Tenant accepts the Premises as being in good and sanitary order, condition and repair and agrees on the last day of the term or sooner termination to surrender to District the Premises in the same condition as when received, reasonable use and wear and damage by fire, act of God or by the elements excepted, and subject to the provisions of Paragraph 16, **Alterations.**

21. **Condemnation.** In the event of taking or damage to all or any part of the Premises or any interest therein by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the Premises or any interest therein made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the term (or any extension or renewal), the rights and obligations of District and Tenant with respect to such appropriation shall be as hereinafter provided. In the event of an appropriation of the Premises, this Lease shall terminate as of the date of such appropriation. The rents and all other obligations of Tenant shall be prorated to the date of termination, and, District shall be entitled to the entire award made with respect to the appropriation, and Tenant hereby assigns to District all of Tenant's interest, if any, in such award.

22. **Damage or Destruction.**

a. **Partial Destruction - Insured Loss.** If (i) the Premises or any portion thereof are damaged or destroyed by fire or other cause, (ii) the Premises are not thereby rendered totally untenable, (iii) the loss is covered by insurance, and (iv) the destruction can be repaired within sixty (60) days from the date of destruction, this Lease shall not automatically terminate. District may, at its option, repair or rebuild the same from and to the extent of the insurance proceeds payable for the loss. If there should be a substantial interference with Tenant's business, a just and proportionate part of the rent shall be abated from the fifteenth day following the damage or destruction until the Premises are repaired or rebuilt, unless the damage or destruction is attributable to Tenant, its successors or assigns, its employees, agents, representatives, invitees or customers.

b. **Total Destruction - Uninsured Loss.** If (i) the Premises or any portion thereof are damaged or destroyed by fire or other cause and are thereby rendered wholly untenable or are more than fifty percent (50%) damaged or destroyed, or (ii) the damage or destruction of the Premises is not covered by insurance, then, in either event, District, if District so elects, may repair or rebuild the building within a reasonable time after such destruction or damage, or District may give notice terminating this Lease as of a date not later than thirty (30) days after such damage or destruction. If District elects to repair or rebuild the Premises, District shall, within thirty (30) days after such damage or destruction, give Tenant notice of District's intention to repair or rebuild and shall proceed with reasonable speed to make the repairs or to rebuild. Unless District elects to terminate this Lease, this Lease shall remain in full force and effect, and the parties waive the provision of any law to the contrary. If there should be a substantial interference with Tenant's business, a just and proportionate part of the rent shall be abated from the fifteenth day following

the damage or destruction until the Premises are repaired or rebuilt, unless the damage or destruction is attributable to Tenant, its successors or assigns, its employees, agents, representatives, invitees or customers. In the event of termination under this subparagraph, rent will be prorated to the date of termination and surrender of possession of the Premises to District.

c. **Extent of Rebuilding.** If District should elect or be obligated to repair or rebuild the building because of any damage or destruction, District's obligation shall be limited to the basic building. Tenant shall at Tenant's expense fully repair or replace all fixtures, equipment, and other installations installed by or for Tenant at its expense.

23. **Termination by District.** District, in addition to any right of termination as a matter of law or any other right herein given to District, may at its option cancel and terminate this Lease and agreement, by written notice thereof given to Tenant, upon or after the occurrence of any of the following events:

a. Filing by or against Tenant of a voluntary or involuntary petition in bankruptcy or for reorganization, or taking of Tenant's assets pursuant to a proceeding under the Federal Reorganization Act, or the adjudication of Tenant as a bankrupt, or the appointment of a receiver of Tenant's assets, or divestiture of Tenant's assets or estate herein by operation of law or otherwise or assignment by Tenant of its assets for the benefit of creditors.

b. The breach by Tenant or failure of Tenant to keep, observe or perform any of the covenants, conditions or provisions on the part of Tenant to be observed kept or performed.

c. Dissolution or liquidation of Tenant of all or substantially all of its assets.

d. The transfer, in whole or in part, of Tenant's interest in this Lease or in the Premises, or any rights hereunder, by operation of law, whether by judgment, attachment, execution, process or proceeding of any court or any other means.

24. **Additional Remedies of District.** In addition to any other remedy District may have under this agreement or by operation of law, District shall have the right, in the event of Tenant's nonpayment of rent required under this Lease, or in the event of default of any of the terms or conditions of this Lease, or if Tenant shall abandon or vacate the Premises, to terminate this Lease upon written notice to Tenant and re-enter the Premises and eject all persons and remove all property, other than District's property, from the Premises or any part of the Premises. Any property removed from the Premises upon re-entry by District under this paragraph may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, and District shall have no liability therefore. No waiver by District of a default by Tenant of any of the terms, covenants, conditions or provisions hereof to be kept, observed or performed shall be construed to be a waiver by District of any subsequent default. If Tenant breaches this Lease and abandons the property before the end of the term, or if its right to possession is terminated by District because of Tenant's breach of this Lease, this Lease terminates. On such termination, District may recover from Tenant:

a. The worth at the time of award of the unpaid rent, which had been earned at the time of termination;

b. The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided.

c. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Tenant proves could be reasonably avoided; and

d. Any other amount necessary to compensate District for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom; and

e. At District's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

The "worth at the time of award" of the amounts referred to in subparagraphs (a) and (b) above is computed by allowing interest at the maximum legal interest rate. The worth at the time of award of the amount referred to in subparagraph (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

25. **Contact Personnel.** Tenant shall designate and furnish District with the names, telephone numbers and addresses of two employees of Tenant who have authority to provide access to the Premises by District's personnel for emergency purposes.

26. **Notices.** All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and the Tenant at **4410 Cathedral Oaks, Santa Barbara, CA 93110**. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

27. **Advances.** In the event of Tenant's breach of any covenant or condition of this Lease, District may, but shall not be obligated to at any time, with or without prior notice, cure such breach for the account and at the expense of Tenant, and in such event the amount thereof shall be immediately due and payable by Tenant to District upon demand in writing and shall bear interest at the maximum rate an individual is permitted by law to charge from the date such expenses were incurred until repaid in full.

28. **Signs.** No sign, advertisement, notice or other lettering shall be inscribed, painted or affixed by Tenant on any part of the Premises or on any portion of the Airport without the prior written consent of District's General Manager. Any such sign, advertisement, notice or other lettering must be removed by Tenant at Tenant's expense before the end of the term of this Lease, including repair of any damage in such removal. Any sign not removed at the end of the term shall be deemed abandoned and may be retained as property of the District or may be removed by District in which case Tenant shall pay District the cost of removal thereof. All signs shall be kept in good repair and



condition by Tenant. All signs must conform to the ordinances and regulations of the City of Santa Maria and approval of the District. Banners are prohibited.

29. **Vehicles.** Any motor vehicles of Tenant permitted to operate on any aircraft movement area at the Airport shall be equipped with two-way radios capable of two-way communication with the control tower at the Airport.

30. **Nuisance.** Tenant shall not commit, or suffer or permit waste, excessive noise, excessive accelerations of air, obnoxious odors, excessive dust or any other nuisance in, on, about or adjacent to the Premises constituting an unreasonable interference with other District tenants or persons using the Airport.

31. **Assignment. Subletting and Encumbering.** Tenant shall not assign, mortgage, encumber or grant control of this Lease or any interest, right or privilege herein or sublet the whole or any part of the Premises or license or grant concessions for use of the Premises or any part thereof. Any assignment, mortgage, encumbrance, transfer, sublease, permit, license or concession in violation of this paragraph shall be void and, at the option of District, shall terminate this Lease.

32. **Fire Safety.** Tenant shall furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places upon the Premises; said fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency or correction notice following an inspection by the City of Santa Maria Fire Department, Tenant agrees to make any and all corrections immediately in the manner required by the fire department, but in no event later than five (5) days after receipt of the notice.

33. **Access.** Tenant shall have reasonable access to the Premises through the closest airfield gate only.

34. **Parking.** Tenant and Tenant's employees and invitees shall park vehicles where designated by the District's General Manager.

35. **General.**

a. Each term and each provision of this Lease agreement performable by Tenant shall be construed to be both a covenant and a condition. Time is of the essence of each term, condition and provision of this Lease agreement.

b. One or more waivers by District of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's consent to or approval of any act by Tenant requiring District's consent or approval shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent similar act by Tenant. No act or thing done by District or District's employees or agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by District. Delivery of keys to any agent or employee of District shall not operate as a termination of this Lease or a surrender of the Premises. No provision

of this agreement shall be deemed to have been waived by District unless such waiver is in writing signed by District.

c. This Lease and Tenant's rights hereunder are subject and subordinate to all conditions, reservations, restrictions, easements, rights, rights of way, and encumbrances affecting the Premises now of record or hereafter granted, caused or suffered by District.

d. Captions appearing herein are for convenience of reference only and shall not govern the construction of this agreement. All exhibits attached hereto are incorporated herein and made a part hereof.

e. If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid, the remainder of this agreement shall continue in full force and effect and shall in no way be affected or invalidated thereby.

f. This agreement contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this agreement.

g. This agreement is made subject to any approval or consent of the Federal Aviation Administration, which may be required.

36. **Aircraft Engine Run-ups and Repair and Maintenance.** District may impose restrictions on Tenant to observe the following provisions relating to engine run-ups of aircraft on the Premises and at the Airport:

a. Full power engine run-ups for other than immediate flight operations shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m. local time.

b. Except for emergencies, Tenant agrees that Tenant will not operate any rotary wing aircraft at the airport between the hours of 10:00 p.m. and 7:00 a.m. local time.

37. **Quitclaim.** At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to District within thirty (30) days after written demand from District to Tenant any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

38. **Interpretation and Venue.** This Lease is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Lease shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

39. **Tenant's Obligations.** Tenant shall:

a. If a California corporation, furnish to District a copy of its Articles of Incorporation and a current listing of its officers, directors and agent for service of process filed with the California Secretary of State. If an out-of-state corporation, also furnish a copy of a current Certificate of Qualification issued by the California Secretary of State qualifying the corporation to

do business in the State of California, as well as a certificate designating its agent for service of process in the State of California.

1. If a partnership, furnish District a copy of the published statement of doing business under a fictitious name filed with the Santa Barbara County Clerk.

2. If any other type of entity, furnish such information as District may reasonably request to verify the nature and status of the entity and responsible individuals.

b. Tenant's signatories on the Agreement shall complete, as individuals, and return to District District's Lessee/Licensee Information Form.

IN WITNESS WHEREOF, the parties have executed this Lease.

Dated: May 27, 2021

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

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

By: \_\_\_\_\_  
Steve Brown, President

Approved as to form for District:

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

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

TENANT:

Santa Barbara County

By: \_\_\_\_\_  
Janette D. Pell, Director  
General Services Department

003811

Project: Fire Department Lease of  
Hangar D at Santa Maria  
Public Airport  
RP File: 003811  
Agent: AC

**IN WITNESS WHEREOF**, COUNTY and DISTRICT have executed this Agreement to be effective on the date executed by COUNTY.

APPROVED:

\_\_\_\_\_  
Mark Hartwig, Chief  
Santa Barbara County Fire Department

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel

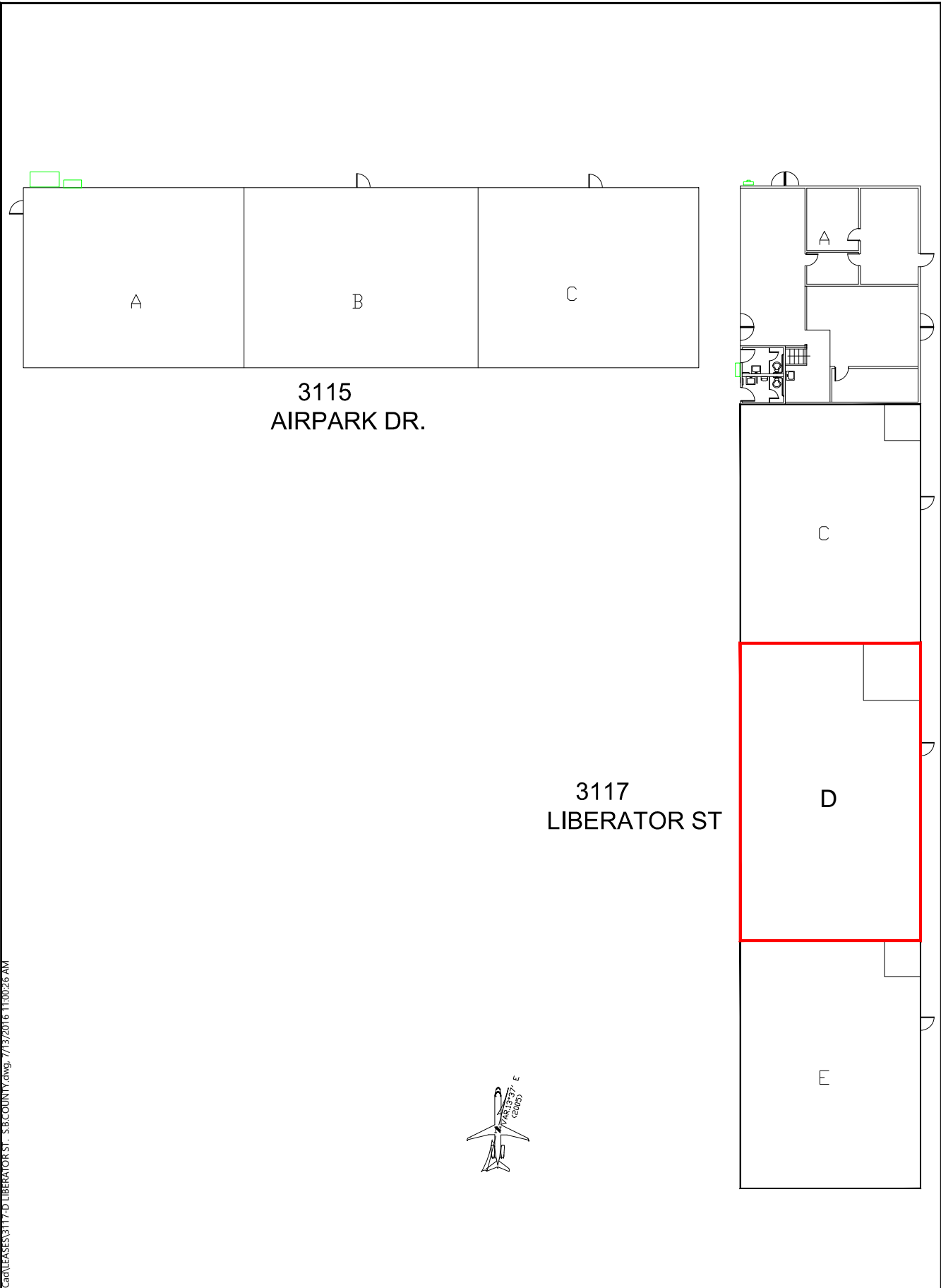
By: \_\_\_\_\_  
Deputy Auditor-Controller

APPROVED:


APPROVED:

By: \_\_\_\_\_  
Skip Grey, Assistant Director  
General Services Department

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager



X:\Drawings\AutoCad\Drawings\3117-D LIBERATOR ST - S.B. COUNTY.dwg, 7/13/2016 11:00:26 AM

 SANTA MARIA PUBLIC AIRPORT DISTRICT	3217 TERMINAL DR. SANTA MARIA, CA 93455. (805) 922-1726	REVISIONS		DRAWN BY: RAY HEATH	APPROVED:  BY: _____  DATE: _____	EXHIBIT - A S.B. COUNTY FIRE DEPT. 3117 - D LIBERATOR ST.	DRAWING NUMBER S.B. COUNTY FIRE DEPT. 3117-D LIBERATOR ST.
		DATE	By:				
		7/13/16	RH				

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 biphenyls (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 judicial, 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, liens, 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 the result 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, "Tenant's", 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

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 "C"

### RIDER

Rider to the License Agreement dated July 1, 2021, herein called "License") between Santa Maria Public Airport District (herein called "District") and Santa Barbara County Fire Department (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 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 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 27th day of May 2021;

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, 2021, to May 31, 2022 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 27, 2021**

Approved as to content  
for District:

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

SANTA MARIA PUBLIC AIRPORT DISTRICT

By \_\_\_\_\_  
Steve Brown, President

Approved as to form  
for District:

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

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

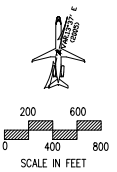
SKYDIVE SANTA BARBARA LLC.

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

  
MOVEMENT AREA

  
SKYDIVE LANDING AREA

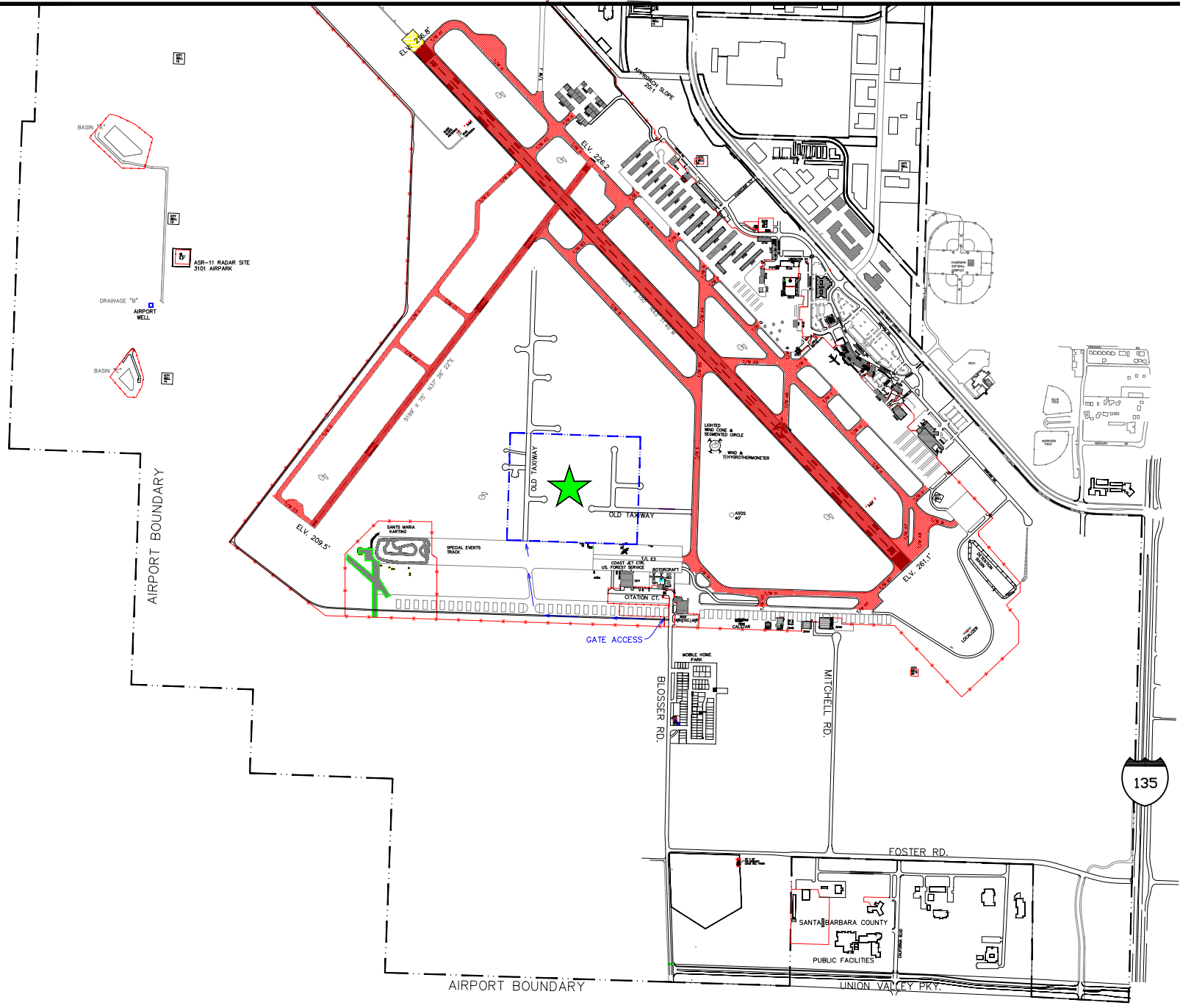
SKYDIVE  
SANTA BARBARA, LLC.  
REVOCABLE PERMIT  
AGREEMENT



DRAWN BY:  
RAY HEATH

REVISIONS	
DATE	By:
4/29/19	RH

DRAWING  
SKYDIVE  
SANTA BARBARA, LLC  
PAGE 1 OF 1



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

PLEASE PRINT CLEARLY

DATE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_ WEIGHT \_\_\_\_\_ LBS

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ BIRTHDATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_ I.D. \_\_\_\_\_

E-MAIL

(FOR FUTURE PROMOTIONS)

IN CASE OF EMERGENCY NOTIFY \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

EXPERIENCE STATUS:

☐

I HAVE NEVER JUMPED BEFORE

I HAVE \_\_\_\_\_

JUMPS

USPA MEMBERSHIP NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

**THIS IS AN IMPORTANT DOCUMENT - READ IT CAREFULLY**

## **WARNING!!!**

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

### **NOTICE:**

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

### **INSURANCE:**

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

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

### **WARNING:**

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

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

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

I, \_\_\_\_\_, hereby agree as follows:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

### **Skydive Santa Barbara Refund Policy**

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

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

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

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

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

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

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

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **DATE** \_\_\_\_\_

# UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC

## TANDEM PARACHUTE JUMPER AGREEMENT

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

be attached during my intentional parachute jump;

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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

\*Initial

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



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

\*Initial

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

\*Initial

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

\*Initial

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

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

\*Initial

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

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

\*Initial

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

\*Initial

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

**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.**

## **SERVICE AGREEMENT**

### **(Air Service Consulting Services)**

By this Agreement, dated May 27, 2021, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and MEAD & HUNT, Inc., a Wisconsin corporation, (herein after called "Consultant"), District and Consultant agree as follows:

#### **1. SCOPE OF WORK**

District hires Consultant to perform, and Consultant agrees to perform, professional air service consulting services as described in Exhibit "A", a letter proposal dated May 11, 2021, from Consultant to District's General Manager, attached and incorporated by this reference.

#### **2. COMPENSATION**

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in the table on pages 3-5 of Exhibit "A" attached and incorporated by this reference. Consultant shall be compensated for the work described under the Scope of Services as set forth upon Board approval for said services, not to exceed a lump sum amount of \$77,420.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each phase or element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses as outlined in Exhibit "A" pages 3-5 are limited to air transportation, lodging, meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$4,775.00. All expenses will be reimbursed at cost and subject to review by the General Manager. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

#### **3. TIME OF PERFORMANCE**

Consultant shall commence performance of the services hereunder upon receipt of written authorization to proceed and shall complete the services beginning July 1, 2021 to June 30, 2022.

#### **4. MATERIALS AND DOCUMENTS**

Except as otherwise specified in this agreement, Consultant will bear the cost and expense of all materials, supplies, tests and data used or needed by Consultant in the performance of its services and the work products to be delivered to District. District shall be the owner of all drawings, maps, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. District will make available all existing plans, maps, data and information it has that may be needed by Consultant to perform its services. Consultant may retain copies of the original documents for its files.

#### **5. ASSIGNMENT**

This Agreement or any interest herein shall not be assigned by either party hereto.

#### **6. CONSULTANT INDEPENDENT CONTRACTOR**

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee

of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

## **7. CONSULTANT'S RECORDS**

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for seven (7) years after District makes final payment to Consultant hereunder and all pending matters regarding Consultant's services and the Project is closed. The District, the U.S. Department of Transportation, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work for the purpose of making audits, examinations, excerpts and transcriptions.

## **8. TERMINATION**

This Agreement may be terminated by District upon failure by Consultant to satisfactorily perform the terms and conditions of this Agreement within fifteen (15) days of receipt of written notice from the District specifying the manner in which Consultant has failed to satisfactorily perform. In the event of such termination, Consultant shall not be entitled to further compensation from District. Either party may terminate this Agreement for any reason on thirty (30) days written notice to the other.

## **9. SUSPENSION OR ABANDONMENT OF PROJECT**

District may at any time suspend or abandon the Project or any part thereof. In the event District should determine to suspend or abandon all or any part of the Project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the Project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received had the Project been completed.

## **10. INDEMNIFICATION**

Consultant agrees to defend, indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses and causes of action of any nature or character which District may incur, sustain or be subject to, including attorney's fees, rising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers, agents and employees, excepting only liability or loss attributable to the sole active negligence of District or its willful misconduct.

## **11. INSURANCE**

Consultant shall at Consultant's expense take out and maintain during the life of this Agreement the following types and amounts of insurance insuring Consultant and Consultant's officers and employees:

Automobile Liability and Comprehensive General Liability: Automobile liability insurance and comprehensive general liability insurance including public liability, and contractual liability coverage, each providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. District shall be named as an additional insured on each policy required herein without offset to any insurance policies of District. Each policy shall be on an "occurrence" basis and not a "claims made" basis.

**12. DISTRICT'S DESIGNATED REPRESENTATIVE**

District designates its General Manager, as its "Designated Representative". The Designated Representative is authorized to review, critique, and approve the services of Consultant.

**13. EXTRA SERVICES**

There will be no payment of extra services by Consultant unless it is expressly authorized in writing by General Manager before the services are performed and the amount District shall pay Consultant for said extra services has been mutually agreed upon in writing.

**14. COVENANT AGAINST DISCRIMINATION**

Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation or, any person or group of people on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

**15. INTERPRETATION**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either part by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**16. INTEGRATION; AMENDMENT**

There are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**17. SEVERABILITY**

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**18. ATTORNEYS' FEES**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, and costs whether or not the matter proceeds to judgment.

**19. 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

Consultant: Trina Froehlich  
Mead & Hunt, Inc.  
476 Salty Way  
Eugene, OR 97404

**20. CERTIFICATE OF CONSULTANT**

Consultant agrees to complete, execute and deliver to District upon execution of this Agreement a certificate in the form and content of Exhibit "B" attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

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

Dated: May 27, 2021

DISTRICT:

Approved as to content for

SANTA MARIA PUBLIC AIRPORT  
DISTRICT

District:

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

\_\_\_\_\_  
Steve Brown, President

Approved as to form for District

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

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

CONSULTANT:

MEAD & HUNT, INC.

\_\_\_\_\_  
Joseph Pickering

## **EXHIBIT “A”**

May 11, 2021, LETTER PROPOSAL





2440 Deming Way  
Middleton, Wisconsin 53562  
608-273-6380  
meadhunt.com

May 11, 2021

Christ Hastert, CM  
General Manager  
Santa Maria Airport  
3217 Terminal Drive  
Santa Maria, CA 93455

**Subject: Proposal and Agreement for Air Service Consulting Services**

Dear Chris:

Based on our discussions, it is my understanding that Santa Maria Airport (SMX) is interested in a proposal for air service consulting services for the July 1, 2020, to June 30, 2021, fiscal year. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services, compensation and authorization.

**Scope of Services**

With the initiation of United Airlines service anticipated in October 2021, primary air service tasks for this upcoming fiscal year include regular conference attendance and monitoring activities. After acceptance of this proposal, Mead & Hunt shall complete the following tasks:

**1. Airline Headquarters Meetings**

Airline headquarters meetings are recommended as frequently as possible based on the airline's willingness to accept meetings. Primary target airlines include Alaska Airlines, American Airlines, Delta Air Lines and United Airlines. Mead & Hunt will provide the analysis, preparation, presentation and consulting services associated with the airline meetings. It is anticipated that SMX representatives and Mead & Hunt staff will meet with the airline. The existing SMX airline presentation format will be updated for the meetings. Updates will include market performance information, route forecasts as applicable and the incentive program.

Mead & Hunt will work to secure a meeting date with the airlines after notice to proceed from SMX. Once meeting dates are secured, Mead & Hunt will complete the presentation. The schedule is dependent on SMX's timely response to Mead & Hunt requests for airport and community provided information. Likewise, airline management availability and the ever-changing airline environment may impact the schedule.

## **2. Air Service Pro Formas**

In preparation of airline headquarters meetings, route forecasts should be updated/completed. In preparation of headquarters meetings, route forecasts are recommended to be completed on an as needed basis. Mead & Hunt will prepare the financial analysis/projections and related performance information on each proposed service. Mead & Hunt will provide the following professional services and data in preparation of SMX's pro forma analyses:

- Development of a service proposal that is integrated into the carrier's existing service (e.g. schedule, aircraft type, route)
- Detailed analysis and forecast of passengers, load factors, overall average ticket price, average ticket price by market, revenue, cost, and profit margin associated with the proposed service improvements
- Analysis of passenger stimulation, retention, and diversion
- Airline and aircraft specific cost projections (first segment and beyond destinations)

The output of this effort will be included in the presentations to the airlines. Mead & Hunt will complete the pro forma analyses prior to headquarters meetings and/or industry conference meetings as determined necessary.

## **3. Airline Industry Conferences**

We recommend attending several air service development conferences, including TakeOff North America 2021, Mead & Hunt's Air Service Development Conference (March 2022) and ACI-NA JumpStart Air Service Development Program (June 2022). While some duplication may occur in the airline meetings, it provides an additional opportunity to present SMX's business case. For carriers like American Airlines, SMX may only get one opportunity at these conferences to meet with the carrier. In addition to the above, Mead & Hunt recommends attending Allegiant's annual airport conference (September/October 2021).

Mead & Hunt will prepare custom presentations for each meeting highlighting SMX and the community for use at the airline meetings and assist with airline meetings. Mead & Hunt will complete the presentations the week prior to the date of the conference. Keep in mind schedules change frequently at these conferences. Mead & Hunt will do our best to attend all of the airline meetings considered a top priority for SMX.

## **4. Community Meeting**

Mead & Hunt will prepare and make a PowerPoint presentation at a community meeting to be set by SMX. Mead & Hunt anticipates that, in general, the presentation to the community will cover: an overview of the airline industry, airline performance in the SMX market and air service opportunities/next steps. Mead & Hunt will prepare and present a PowerPoint presentation. The date of the meeting will be determined based on a mutually agreed upon date.

## 5. Airfare Monitoring

The primary purpose of monitoring airfares at SMX is to identify non-competitive airfares with competing airports to prevent local passenger diversion. Local passengers that are using competing airports for their air service needs often do so because of differences in airfares. To reduce passenger diversion, periodic tracking of airfares and follow-up communication with air carriers may minimize pricing disparities.

To monitor airfares at SMX, Mead & Hunt recommends comparing available and published business and leisure airfares with airfares at Santa Barbara Airport (SBA) and San Luis Obispo County Regional Airport (SBP). Mead & Hunt will compare United Airlines business and leisure airfares with airfares that United offers at the competing airports. This comparison provides the airfare information needed for follow-up communication with individual airlines.

The airfare comparisons will be based on a snapshot of published airfares obtained through one of the Global Distribution/Computer Reservations Systems (GDS/CRS). Fare comparisons will include SMX's top 25 catchment area destinations. Because of pricing dynamics, many airfares (i.e. time sensitive sale airfares) are obsolete within days and perhaps hours; however, overall "structural airfare" relationships tend to be constant, and this is the focus for possible changes. For this reason, time-sensitive (sale) airfares will be ignored. Mead & Hunt proposes to use the following definitions for airfares:

Business	No Saturday night stay required, no more than a one-day minimum stay requirement, may be non-refundable, and may require a seven-day advance purchase.
Leisure	The lowest published airfare excluding time sensitive sale airfares.

Mead & Hunt will provide the airfare comparisons electronically in pdf format. The date of the first report will be July 2021 with an early October 2021 United Airlines' service start date. Airfare reports will continue monthly until airfares are stabilized and will then change to quarterly.

## 6. True Visitation Estimate

The true visitation estimate will identify preferred travel patterns by visitors from the U.S. and will measure the number of people coming to the destination for calendar year 2021. Complex datasets will be converted into actionable intelligence information, identifying the true level of demand, market-by-market, on a monthly and seasonal basis. Mead & Hunt uses this alternative methodology for identifying air service development opportunities in markets with destination demand because:

- Location-based data that is aggregated and analyzed will identify air service opportunities that traditional studies may miss, particularly when historical airline data (i.e., U.S. origin and destination data) is limited or nonexistent.
- Use of location-based intelligence improves the development of fact-based air service development business cases and improves customization to each airline's unique business strategy.
- The findings can be used by the airport and its community partners for ongoing air service development efforts and to amplify its advertising and business development strategies.

- The findings will also assist the airport and its community partners in developing a data-driven unified air service development strategy.

The output of the true visitation estimate will include visitation to the Santa Maria Valley broken down by region, state and metropolitan statistical area. Heat maps will be included that illustrate visitation and seasonality trends will be provided. The report will be delivered electronically in pdf format. Mead & Hunt will provide SMX a draft of the true visitation estimate within 60 days of the availability of calendar year 2021 GPS data.

## **7. Additional Services**

Additional services may be requested by SMX that are not described above. Additional services may include, but are not limited to, the preparation of ad hoc reports; communication with airlines; coordination with SMX; revenue guarantee negotiations and other elements as identified on an as needed basis.

## **Compensation**

Mead & Hunt will be compensated for the work described under Scope of Services as set forth below:

### **1. Airline Headquarters Meetings**

Mead & Hunt will be compensated on a lump sum basis for the airline presentation preparation and meeting. Mead & Hunt will invoice for related expenses (e.g. air transportation, lodging, meals, printing, miscellaneous) at cost.

Airline presentation preparation/meeting .....	\$5,920
Expenses (estimated) .....	\$900
Subtotal (lump sum plus expense per meeting) .....	\$6,820
Total FY 2022 (3 meetings).....	\$20,460

### **2. Air Service Pro Forms**

Mead & Hunt will be compensated on a lump sum basis.

Air service pro forma .....	\$4,200
Total FY 2022 (1 hub) .....	\$4,200

### **3. Airline Industry Conferences**

Mead & Hunt will be compensated on a lump sum basis for the presentation preparation and meetings. Mead & Hunt will invoice for related expenses (e.g. printing/binding, shipping) at cost.

#### **a) Allegiant Airports Conference 2021:**

Presentation preparation/airline meetings & coordination.....	\$2,500
Expenses (estimated) .....	\$200
Subtotal.....	\$2,700

**b) TakeOff North America 2021:**

Presentation preparation/airline meetings & coordination.....\$6,450  
Expenses (estimated printing) .....\$325  
Subtotal..... \$6,775

**c) Mead & Hunt Air Service Development Conference 2022:**

Presentation preparation/airline meetings & coordination.....\$4,350  
Expenses (estimated) .....\$325  
Subtotal..... \$4,675

**d) ACI-NA JumpStart Air Service Development Program 2022:**

Presentation preparation/airline meetings & coordination.....\$6,450  
Expenses (estimated printing) .....\$325  
Subtotal..... \$6,775

Total FY 2022 (4 conferences)..... \$20,925

**4. Community Meeting**

Mead & Hunt will be compensated on a lump sum basis for the presentation preparation and meeting.  
Mead & Hunt will invoice for related expenses (e.g. air transportation, lodging, meals, printing, miscellaneous) at cost.

Meeting preparation/meeting .....\$5,775  
Expenses (estimated) .....\$900  
Total FY 2022 (1 meeting) .....\$6,675

**5. Airfare Monitoring**

Mead & Hunt will be compensated on a lump sum basis.

Report (per month for first 6 months, quarterly thereafter) .....\$1,360  
Total FY 2022 (8 months) .....\$10,880

**6. True Visitation Estimate**

Mead & Hunt will be compensated on a lump sum basis.

Total FY 2022 (1 report).....\$12,495

**7. Additional Services**

Additional services provided by Mead & Hunt not described above will be billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference.

Additional services (32 hours).....\$6,560

Chris Hastert, CM

May 11, 2021

Page 6

The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis. Standard billing rates are subject to annual adjustments in January of each year. Mead & Hunt reserves the right to change billing rates based on increases in unforeseen operational costs.

<b>Standard Billing Rates</b>	
Clerical	\$75.00 / hour
Accounting/Administrative Assistant	\$95.00 / hour
Technical Editor	\$107.00 / hour
Senior Editor	\$173.00 / hour
Principal	\$195.00 / hour
Project Manager	\$205.00 / hour
Vice President	\$225.00 / hour
<b>Expenses</b>	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

**Total FY 2022 lump sum fees are \$77,420. Expenses, to be billed at cost, are estimated at an additional \$4,775.**

### **Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If acceptance of this proposal is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Please send all correspondence to my attention at the following address:

Mead & Hunt, Inc.  
476 Salty Way  
Eugene, OR 97404  
541-521-5962

We appreciate the opportunity to submit this proposal to SMX.

Respectfully submitted,  
MEAD & HUNT, Inc.



Trina Froehlich  
Project Manager

## EXHIBIT "B"

### CERTIFICATION OF CONSULTANT

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of Mead & Hunt, Inc., a Wisconsin corporation whose address is 2440 Deming Way, Middleton, WI 53562, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of federal funds and is subject to applicable state and federal laws, both criminal and civil.

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Date

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Joseph Pickering

## FIFTH AMENDMENT OF GROUND LEASE

RE:THIS GROUND LEASE, dated May 31, 2012, is made and executed by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public district of the State of California (herein called "District") and the SANTA MARIA KARTING ASSOCIATION, a non-profit California corporation, (herein called "Tenant").

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and SANTA MARIA KARTING ASSOCIATION ("Tenant") do hereby agree to amend the above-referenced Lease as follows:

1. Extension of Term. The term of the Ground lease is extended for 1 additional year, now expiring May 31, 2022.

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

Dated: May 27, 2021

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

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

By: \_\_\_\_\_  
Steve Brown, President

Approved as to form for District:

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

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

TENANT:

\_\_\_\_\_  
Santa Maria Karting Association





**Item 13**  
**5-27-21**

May 27, 2021

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

Subject: Indemnification Regarding G3's Project and Supplemental EIR

## **Background**

The District has been working with the City of Santa Maria to process a Specific Plan Amendment and General Plan Use Amendment and a Zone Change to allow for the development of land leased to G3 (the "Project.") In connection with the Project, a Supplemental Environmental Impact Report was prepared. The City is now requesting that G3 and the District indemnify it against all claims, of any kind, related to the development approvals, including environmental documents, related to the Project. A copy of the indemnification agreement is included in the Board Packet.

## **Analysis of the Indemnification Agreement and the District's Lease with G3**

District Counsel has reviewed the indemnification agreement and believes its provisions are boilerplate under these circumstances. The District's ground lease with G3 also includes an indemnification provision. (Paragraph 15.) The indemnification provision is very broad and applies to any claim related to the Lease and would likely be construed as requiring G3 to indemnify the District related to claims arising from the environmental review.

There is also a section in the lease that provides that all costs of the development of the project (including environmental review) are the responsibility of G3. (Paragraph 21.) The First Amendment modified that obligation and had the District paying a portion of the costs. It would probably be too overbroad to construe this provision to require litigation related to the development or the EIR. However, it does make clear costs related to the Project are the responsibility of G3 and therefore support the argument that the District should be indemnified for any related litigation expenses.

Therefore, the exposure to the District to additional litigation expenses related to the G3 Project are minimal.

## Relevant Provisions from the Lease

15. Indemnity. Lessee shall investigate, protect, defend (with counsel acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, and the Leased Property (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Lessee or its officers, agents, employees, guests, customers, licensees or invitees; or Lessee's operations on, or use or occupancy of, the Leased Property or the Santa Maria Public Airport. The foregoing indemnification excludes only liability, damages or loss caused by the sole active negligence of District or its willful misconduct. Lessee shall also indemnify and hold District harmless from and against any Liability or Loss, including third party claims, environmental requirements and environmental damages (as defined in Exhibit D, Hazardous Material Definitions) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Leased Property or the improvements thereon or District's property or improvements in the vicinity of the Leased Property) 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 ("release, etc.") of any toxic or hazardous materials (defined in Exhibit D) which occurs in, on or about the Leased Property as the result of any of Lessee's or Lessee's agents, employees, invitees, licensees, guests, or Lessee's activities on the Leased Property. Lessee shall notify District immediately of any "release, etc." of any toxic or hazardous material on the Leased Property.

21. Development Costs; Cooperation. Excluding (i) the costs of any biological assessments, permitting and mitigation measures, (ii) any off-site improvements, and (iii) the design and construction of the Detention Basin (temporary and permanent), Lessee shall bear all costs and expenses of development of the Leased Property, including, but not limited to, on-site improvements, removal of concrete and other pavement on the Leased Property, permits, fees, applications, environmental and plan review, subdivision or parcel map (if applicable), rezoning, general plan amendment, and review by the Santa Barbara County Airport Land Use Commission and/ or other governmental agencies. The District will fully cooperate and support Lessee in its discussions, interactions, and applications with the City of Santa Maria, the Santa Barbara County Airport Land Use Commission, and all other applicable agencies to accomplish the rezoning of the Property and the approval and completion of the Project. Lessee shall have full authority to act as the District's representative for all land use and zoning entitlements in connection with the Property and the Project, provided the District shall have final decision-making authority on all land use and zoning entitlement changes related to the Property.

Please let me know if you have any questions.

Sincerely,



Chris Hastert, CM  
General Manager

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between the City of Santa Maria, a charter city and municipal corporation ("City"), G3, LLC, a California limited liability corporation ("Applicant") and the Santa Maria Public Airport District, a California Airport District ("Owner"). City, Applicant and Owner shall be referred to individually as "Party" and collectively as the "Parties."

### RECITALS:

**WHEREAS**, Applicant initiated a Specific Plan Amendment (SPZ2019-0001) and General Plan Land Use Amendment and Zone Change (GPZ2019-0002) on approximately 28 acres of property at the northwest corner of Orcutt Expressway (Highway 135) and Union Valley Parkway ("Project"); and

**WHEREAS**, Owner is the fee owner of the approximately 28 acres that is the subject of the Project; and

**WHEREAS**, a Draft Supplemental Environmental Impact Report ("DSEIR") (SCH#2020070055) was prepared to the Programmatic EIR (SCH#2005051172) certified by the City in June 2007 for the Santa Maria Airport Business Park Specific Plan for the Project; the required notices were published and the DSEIR was circulated for public review, sent to every responsible and/or trustee agency with jurisdiction over the Project and placed in a public location; and

**WHEREAS**, at the completion of the public review period on the DSEIR for the Project, comments were received and responses to those comments were prepared and incorporated into the final SEIR; and

**WHEREAS**, in order to ensure that the Project proceeds, Applicant and Owner are willing to enter into this Indemnification Agreement with the City.

### AGREEMENT:

Now therefore, in consideration of the covenants, conditions and promises contained herein, the Parties agree as follows:

#### Section 1. Recitals.

The above Recitals and true and correct and incorporated herein by this reference.

#### Section 2. Project.

Upon execution of this Agreement, City will continue to process the Final SEIR, General Plan Land Use Map Amendment, Zone Change and Specific Plan Amendment in good faith in accordance with the Santa Maria Municipal Code. The City makes no guarantee or representation that the Project will be approved.

**Section 3. Indemnification.**

Applicant and Owner agree to indemnify, defend (with counsel approved by City), and hold harmless the City of Santa Maria and its officers, officials, employees and agents as follows:

- A. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities by third parties arising out of, or related to, or in connection with the Project or to attack, set aside, void, or annul, in whole or in part, an approval of the Project by the City and any related development approvals including environmental documents or project conditions (hereinafter "Claim"); and
- B. From any and all causes whatsoever against Claims by third parties, including the acts, errors, or omissions of the Owner and Applicant and its and their officers, employees, agents and contractors.

**Section 4. Defense.**

Owner and Applicant shall permit City to direct and participate in the defense of any Claim, but such participation shall not relieve Owner or Applicant of any obligation imposed by this Agreement.

**Section 5. Reimbursement.**

To the extent City uses any of its resources to respond to a Claim, Owner and Applicant shall reimburse City upon demand. Such resources include, but are not limited to, staff time, court costs, environmental consultant fees, City Attorney time, or any other direct or indirect costs associated with the Claim.

**Section 6. Obligations.**

The obligations of Owner and Applicant set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether Owner or Applicant have brought any claim, action, or demand against City.

**Section 7. Successors and Assigns.**

These obligations shall be binding upon each and every successor, assign, and transferee of any interest in, right, or title to any part of the real property that is the subject of the Project. Owner and Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that Owner and Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any deed, transfer, or conveyance or any interest in, right, or title to any part of the property that is the subject of the Project.

**Section 8. Stipulation, Release, or Settlement.**

Owner and Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on such Claim unless the City, Owner and Applicant have approved the stipulation, release, or settlement in writing, such approval not to be unreasonably withheld.

**Section 9. No Waiver.**

Any failure, actual or alleged, on the part of City to monitor or enforce compliance with the indemnification requirements will not be deemed as a waiver of any rights on the part of City.

**Section 10. Authority.**

Each person signing this Agreement represents and warrants that he or she has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner and Applicant and enforceable in accordance with its terms.

**Section 11. Complete Agreement.**

This Agreement shall constitute the complete understanding of the Parties with respect to the matters set forth herein. Neither Party is relying on any other representation, oral or written.

**Section 12. Counterparts.**

This Agreement may be signed in counterparts and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

**Section 13. Modifications and Amendments.**

This Agreement shall be modified or amended only by a written instrument signed by all Parties.

**Section 14. Severability.**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

**Section 15. Governing Law.**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 16. Venue.**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action

related to this Agreement shall be initiated and conducted in the Santa Barbara Superior Court or the United States District Court, Central District of California.

In witness whereof, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**City of Santa Maria,**

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By: Jason Stilwell  
Title: City Manager

**G3, LLC**

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By:  
Title:

**Santa Maria Public Airport District**

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By:  
Title: