



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

**Thursday
May 24, 2018**

**Administration Building
Airport Boardroom
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: Rafferty, Adams, Engel, Brown, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD MAY 10, 2018.**
- 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

5. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
6. **PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.**
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
8. **ADOPTION OF RESOLUTION 862. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2018-2019 UNDER CALIFORNIA CONSTITUTION ARTICLE XIII B (AS AMENDED) AND IMPLEMENTING STATUTES.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A BUILDING SPACE LEASE BETWEEN THE DISTRICT AND J. BOURDONY PHOTOGRAPHY.**
10. **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: 1424 Fairway Dr. (Gov. Code Section 54956.8).**
 - b) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-11 (Gov. Code Section 54956.8)**
 - c) **Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.**
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**



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

**Thursday
May 24, 2018**

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

NOTE: Pursuant to Gov. Code Section 54953(b), Director Baskett will participate in the meeting via teleconferencing from the following location:

**Park Inn by Radisson, Pribal Tiyskaya St. Petersburg
14 Korablestoiteley St.
St. Petersburg, Russia 199226**

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 - 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**
5. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
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11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MAY 10, 2018

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

1. MINUTES OF THE REGULAR MEETING HELD April 26, 2018. Director Baskett made a Motion to approve the minutes of the regular meeting held April 26, 2018. Director Engel Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) –No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met and discussed potential development.
3. GENERAL MANAGER’S REPORT. General Manager Hastert notified the Board the open receptionist position has been filled. He gave updates from various meetings he attended including a site visit with the BLIMP, CEO Round Table, Windset Farms, EDC and Santa Maria Times. He spoke about the recent press Allegiant has received and answered questions from the previous meeting.
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 065352 through 065397 in the amount of \$487,805.05 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Engel Seconded and it was carried by a 5-0 vote.
 - b) Quarterly Investment Report. Received and filed.

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5. DISTRICT COUNSEL'S REPORT. Nothing to report.

6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

7. Authorization for two staff members to attend the FAA Western-Pacific Region 9th Airports Conference to be held June 12-14, 2018 in Torrance, CA. Director Brown made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.

8. Adoption of Resolution 862. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Appropriations subject to limitation for fiscal year 2018-2019 under California Constitution Article XIII B (As Amended) and implementing statutes. This item needs to sit in front of the public for two weeks and will not be voted on until the next meeting.

9. Adoption of Resolution 865. A Resolution of the Board of Directors of the Santa Maria Public Airport District authorizing the establishment of an additional bank account at Pacific Premier Bank for air show funding and authorization for the Board President, Vice President, Secretary, Vice Secretary, Director, General Manager and Manager of Finance and Administration to execute checks, draft notes, or other instruments from the account for the payment of money as approved by the Board. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Rafferty, Adams, Engel, Brown and Baskett voted "Yes".

10. Discussion and direction to staff regarding the Central Coast Air Fest. Direction was given to bring back a resolution for funds generated by the air show.

11. Discussion and direction to staff regarding Strategic Business Plan and Rules and Regulations for the Santa Maria Public Airport District. Discussion was held and direction was given to move forward with a Request for Qualifications.

12. Authorization for the President and Secretary to execute the Second Amendment of Service Agreement between the District and Richard N. McKenzie of Architect's Consulting Service for the Roof Repair Project. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.

RECESS: At 7:29 p.m.

Return to OPEN SESSION: At 7:39 p.m. The Board and staff reconvened to Open Session.

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13. CLOSED SESSION. At 7:39 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: 1424 Fairway Dr. (Gov. Code Section 54956.8).
- b) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-11 (Gov. Code Section 54956.8)

At 7:45 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

14. DIRECTORS' COMMENTS: Director Brown is looking forward to the air show.

Director Baskett will participate by phone for the next two meetings.

Director Engel is excited about the air show and possible development.

Director's Adams & Rafferty are excited about the air show.

15. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular Meeting to be held on May 24, 2018 at 7:00 p.m. at the regular meeting place. Director Brown made that Motion, Director Adams Seconded and the Motion was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:48 p.m. on May 10, 2018.

Hugh Rafferty, President

Carl Engel, Secretary

Monthly Activity Report

April 2018



AGENDA ITEM

3a

5/24/2018

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	105,407	275	98%
Commercial Aviation Office Space (SqFt)	28,800	19,449	9,351	68%

Hangar Waiting List

T-Hangars	12
Corporate/Corporate T-Hangar	18

Monthly Activity

	Apr-17	Mar-18	Apr-18	%Change
Operations	3,431	2,857	2,493	-27%
Noise/Nuisance Complaints	0	0	0	
Jet\100LL Fuel (Gallons)	55,392	48,486	37,864	-32%

Enplanments

	Apr-17	Mar-18	Apr-18	%Change
Allegiant	1,790	1,932	1,801	1%
Central Coast Shuttle	988	1,008	968	-2%

Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHD flights
Allegiant	13	83%	83%

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	
Total Airport Acreage	2,550		

Mobile Home Park

	Spaces Rented	Units Sold
Mobile Home Park	78	

2017-2018

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 065398 to 065445 and Electronic Payments on Pacific Premier Bank in the total amount of \$101,026.39.

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CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 065398 to 065445 and Electronic Payments Pacific Premier Bank in the total amount of \$101,026.39 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE & ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 24, 2018.

CARL ENGEL
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
065398*	5/16/2018	Advantage Answering Plus	\$336.41	Answering Service
065399*	5/16/2018	Architect's Consulting Service	\$1,950.00	Architect Services
065400*	5/16/2018	AT&T	\$39.14	Phone Service
065401*	5/16/2018	Berchtold Equipment Company	\$417.58	Heavy Equip Maint - Mechanical
065402*	5/16/2018	Blueglobes, Inc.	\$104.72	Lighting & Nav Aid Maint.
065403*	5/16/2018	Capitol Door	\$1,174.21	Buildg. Maint. - Terminal
065404*	5/16/2018	City of Guadalupe	\$24,081.32	Security Service
065405*	5/16/2018	De Lage Landen	\$101.60	Lease/Maint. - Copier
065406*	5/16/2018	Frontier Communications	\$174.50	Telephone Service
065407*	5/16/2018	J B Dewar, Inc	\$3,477.59	Fuel Expense - Gas/Diesel
065408*	5/16/2018	Pacific Telemanagement Services	\$227.92	Pay Phone Service
065409*	5/16/2018	Pacific Gas & Electric Company	\$666.26	Electricity
065410*	5/16/2018	Hugh Rafferty - Reimbursement	\$64.80	Expense Reimbursement
065411*	5/16/2018	Ray Zierman Backflow Service	\$983.86	Backflow Testing
065412	5/21/2018	Heritage Oaks Bank - CC	\$8,311.90	Business Travel & Enter.
065413	5/21/2018	Adamski Moroski	\$4,700.73	Legal Service
065414	5/21/2018	Aflac	\$502.02	Voluntary Ins. - Employee
065415	5/21/2018	Alpha Fire Corporation	\$766.21	Annual Fire Sprinkler Insp.
065416	5/21/2018	BC Pump Sales & Service, Inc	\$243.00	Equipment Maint. - Shop
065417	5/21/2018	Berchtold Equipment Company	\$398.68	Heavy Equip Maint - Mechanical
065418	5/21/2018	Bomar Security & Investigation	\$930.00	Security Service
065419	5/21/2018	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
065420	5/21/2018	California Airports Council	\$750.00	Annual Dues
065421	5/21/2018	Carquest Auto Parts	\$23.73	Auto Maint. - Mechanical
065422	5/21/2018	Consolidated Electrical Distributors, Inc	\$425.88	Lighting Maintenance
065423	5/21/2018	City of Santa Maria	\$292.52	Water Meter
065424	5/21/2018	Clark Pest Control	\$224.00	Pest Control - Terminal & Adm.
065425	5/21/2018	Coffman Associates	\$221.00	Wildlife Hazard Assessment

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
065427	5/21/2018	Federal Express	\$42.60	Freight & Common Carrier
065428	5/21/2018	Interstate Batteries	\$21.50	Auto Maint. - Mechanical
065429	5/21/2018	J B Dewar, Inc	\$385.03	Fuel Expense - Gas/Diesel
065430	5/21/2018	J.D. Humann Landscape Contr.	\$4,222.91	Landscape Maintenance
065431	5/21/2018	Bob Lepper	\$250.00	Reimb. - Security Deposit
065432	5/21/2018	Local Copies, Etc.	\$29.37	Printing & Stationary
065433	5/21/2018	LSC Communications	\$28.48	Publications
065434	5/21/2018	Mission Uniform Service	\$229.30	Uniform Service
065435	5/21/2018	Next Day Signs	\$72.90	Signs
065436	5/21/2018	PATHPOINT	\$1,132.32	Airport Maintenance Service
065437	5/21/2018	VERONEKA READE	\$143.95	Sundries
065438	5/21/2018	San Luis Powerhouse	\$1,880.00	Generator Testing
065439	5/21/2018	Service Star	\$11,109.45	Janitorial Service
065440	5/21/2018	S Lombardi & Assoc., Inc.	\$4,280.00	Airport Advertising
065441	5/21/2018	Santa Maria Valley Crop Service	\$3,697.92	Weed/Vector Control
065442	5/21/2018	Tri-Counties Plant Service	\$275.00	Interior Plants Maint.
065443	5/21/2018	Ultrex Business Solutions	\$6.15	Office Supplies
065444	5/21/2018	VTC Enterprises	\$60.00	Trash - Paper Recycling
065445	5/21/2018	Western Tree Service	\$900.00	Tree Removal
Total Checks Written:			\$80,856.46	

*Approved by One Board Member

Electronic Payments

5/15/2018	Medical	\$13,502.41
5/15/2018	CALPERS	\$4,563.52
5/22/2018	Unemployment	\$2,104.00
Total Electronic Funds Transfers:		\$20,169.93

Total funds Dispersed: \$101,026.39

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
71110-100	Electricity - Landing Area	14,034	18,692	(4,658)
71110-455	Electricity - Hotel Ramp	897	1,062	(165)
71120-150	ARFF Services	498,833	665,110	(166,277)
71220-100	Signs		1,600	(1,600)
71310-100	Lighting & Nav Aid Maintenance	7,708	11,125	(3,417)
71323-100	Runway Generator Maintenance	1,115	3,250	(2,135)
71330-100	Pavement - Runways & Taxiways	450	8,200	(7,750)
71331-100	Pavement - Ramps & Tiedowns	1,174	10,850	(9,676)
71345-100	Weed/Wildlife Abatement	5,662	24,800	(19,139)
71350-100	Fencing & Gates		4,300	(4,300)
72100-200	Electricity - Hangars	87		87
72110-200	Electricity - Hangars	17,474	25,083	(7,609)
72130-200	Water/Sewer - Hangar	3,118	5,140	(2,022)
72150-200	Emergency Phones - Hangars	1,331	3,240	(1,909)
72250-200	Landscape Supplies - Hangars	520		520
72260-200	Landscaping Hangar Area	4,876	6,528	(1,652)
72290-200	Miscellaneous Hangar Supplies		700	(700)
72300-200	Building Maintenance - Hangar Area	6,139	8,900	(2,761)
72310-200	Lighting Maintenance - Hangars	1,020	7,000	(5,980)
72311-200	Janitorial Sv Hangar Area	10,735	14,137	(3,402)
72328-200	Fire Extinguisher Service - Hangar	1,214	1,500	(286)
72331-200	Pavement - Ramp - Hangars	3,092	11,250	(8,158)
72350-200	Fencing & Gates	1,971	3,050	(1,080)
72445-200	Fire Alarm Service - Hangars	1,540	3,260	(1,720)
72480-200	Waste Oil Removal - Hangars	584	1,500	(916)
73700-721	Owner Build - Water/Sewer	1,234	713	521
73700-722	Owner Build - Electricity	186	205	(19)
73700-723	Owner Build - Restroom Janitorial	1,890	2,570	(680)
73700-724	Owner Build - Maintenance		1,000	(1,000)
74110-203	Electricity - Main Hangar	24,130	32,239	(8,109)
74110-204	Utilities - 3940 Mitchell Rd.	234	316	(83)
74120-203	Gas- Main Hangar	398	541	(143)
74130-125	Water/Refuse - Paint Hangar	3,643	4,774	(1,130)
74130-203	Water/Refuse - Main Hangar	5,409	5,544	(136)
74150-125	Emergency Phone Lines - Paint Hangar	1,921	2,052	(131)
74150-203	Emergency Phone Lines - Main Hangar	546	1,500	(954)
74260-400	Landscaping - FBO	767	996	(229)
74290-400	Miscellaneous Supplies		1,000	(1,000)
74300-400	Building Maintenance - FBO Hangar Area	4,478	10,350	(5,872)
74311-203	Janitorial Sv Main Hangar & FBOs	1,890	2,570	(680)
74311-218	Customs - Water/Refuse/Sewer	2,656	2,322	334
74315-400	Fire Sprinkler Maintenance		2,500	(2,500)
74331-400	Pavement - Ramps & Tiedowns	600	2,000	(1,400)
74340-400	Drainage Maintenance		1,500	(1,500)
74350-400	Fencing & Gates	1,315	2,800	(1,485)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
74445-125	Fire Alarm Service - Paint Hangar	420	420	-
74445-203	Fire Alarm Service - Main Hangar	420	420	-
75110-249	Electricity - Terminal	75,886	96,253	(20,367)
75120-249	Gas - Terminal	3,898	6,602	(2,704)
75130-249	Water/Refuse/Sewer - Terminal	15,711	17,845	(2,135)
75150-249	Emergency Phone Lines - Terminal	5,705	7,762	(2,057)
75150-250	Pay Phone Service - Terminal	2,507	2,735	(228)
75150-300	Audio & Video Monthly Charges	1,958	2,278	(320)
75220-250	Signs	1,490	2,000	(510)
75255-250	Janitorial Sv Terminal Area	83,603	97,626	(14,023)
75260-250	Landscaping - Terminal	21,954	28,428	(6,474)
75300-249	Building Maint. - Terminal	23,091	35,700	(12,609)
75300-339	Building Maintenance - Fire Station	3,341	5,730	(2,389)
75310-240	Lighting Maint. - Terminal Area Streets		500	(500)
75310-249	Lighting Maintenance - Terminal	1,865	4,000	(2,135)
75310-339	Lighting Maintenance - Fire Station		100	(100)
75323-249	Emergency Gen Maint. - Terminal	1,247	1,500	(253)
75323-339	Emergency Gen Maint. - Fire Station	1,275	2,000	(725)
75333-250	Pavement - Roads - Terminal Area	8,433	10,000	(1,567)
75350-250	Fencing & Gates - Terminal	644	2,000	(1,356)
75465-249	Automatic Door Maintenance	2,268	3,000	(732)
75475-249	Interior Plant Service - Terminal	2,475	3,300	(825)
75700-740	Sig Items - Terminal Accessories	844	9,360	(8,516)
75700-761	Firefighting Equipment		11,750	(11,750)
76110-300	Electric - Street Lights	1,554	2,578	(1,024)
76110-310	Electric - Retention Dam Pumps	2,219	7,826	(5,607)
76140-300	Recycled Water	984	2,250	(1,266)
76220-250	Signs		2,000	(2,000)
76260-300	Landscaping - Revenue Generating Land	7,079	9,476	(2,397)
76290-300	South Well Repairs		500	(500)
76310-300	Street Light Maintenance		500	(500)
76340-300	Drainage Maintenance	1,161	3,000	(1,839)
76345-300	North Well Repairs		1,500	(1,500)
76350-300	Fencing & Gates		2,500	(2,500)
76360-300	Storm water Retention Facilities	2,523	3,400	(877)
76700-750	MHP - Salaries/ Employee Related Expenses	75,272	90,283	(15,011)
76700-752	MHP - Maintenance	19,085	34,455	(15,370)
76700-753	MHP - MHP Liability Insurance	6,312	6,750	(438)
76700-754	MHP - Utilities	124,560	154,330	(29,770)
76700-755	MHP - Property Management	23,500	28,200	(4,700)
76700-757	MHP - General and Admin. Expense	15,974	16,710	(736)
87010-451	General Manager	129,868	155,759	(25,891)
87010-452	Manager of Operations and Maintenance	76,688	88,864	(12,176)
87010-453	Manager of Finance and Administration	76,688	88,864	(12,176)
87010-454	Operations Officer	43,201	49,953	(6,751)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87010-455	Administrative Assistant	44,721	51,785	(7,064)
87010-456	Maintenance Foreman	61,098	70,792	(9,695)
87010-457	Maintenance Workers III	54,840	63,529	(8,689)
87010-458	Maintenance Worker I	52,347	63,871	(11,524)
87010-459	Maintenance Worker II	35,166	34,075	1,091
87010-460	Accounting Clerk	72,935	84,626	(11,691)
87010-462	Receptionist	32,505	40,947	(8,442)
87020-473	Longevity Pay	16,398	18,049	(1,652)
87020-474	On Call Pay		8,000	(8,000)
87030-481	Medicare Tax	11,312	11,877	(566)
87030-482	Medical Insurance	200,740	245,387	(44,647)
87030-483	Dental Insurance	9,778	12,371	(2,593)
87030-484	Auto Allowance	10,385	12,000	(1,615)
87030-485	Life Insurance	3,031	3,960	(929)
87030-486	Disability Insurance	4,070	6,673	(2,604)
87030-487	PERS Retirement	147,303	182,282	(34,979)
87030-488	Worker's Compensation	17,620	18,761	(1,142)
87030-489	Employee Vision Coverage	2,143	1,526	617
87030-495	Unemployment Claims	2,267		2,267
87110-150	Electricity - Shop	2,486	3,601	(1,115)
87110-217	Electricity - Administration Building	11,702	15,771	(4,069)
87120-150	Gas - Shop	209	260	(51)
87120-217	Gas - Administration Building	733	1,324	(591)
87130-150	Water/Refuse - Shop	2,420	1,413	1,007
87130-217	Water/Sewer - Administrative Building	1,135	1,589	(453)
87130-500	Water - Landscaping	20,816	19,608	1,208
87140-500	Trash - Paper Recycling	531	648	(117)
87160-501	Cellular Phone	8,870	13,750	(4,880)
87160-502	Security Phone Lines	870	1,032	(162)
87160-504	Administration Office - Monthly Service	6,191	7,813	(1,621)
87160-505	Administration Office - Toll Calls	1,672	1,903	(231)
87160-507	Administration Office - Fax Line	1,194	1,650	(456)
87160-509	Tower & Fire Station	2,529	2,187	343
87160-510	Shop Phone	1,960	2,317	(357)
87160-511	Answering Service	2,861	3,023	(163)
87160-514	Cellular Phone - ARFF Vehicle	46		46
87210-500	Security Supplies	4,653	3,400	1,253
87230-500	Janitorial Supplies	6,366	12,249	(5,882)
87240-500	Small Tools	6,008	5,250	758
87260-150	Shop Supplies	3,208	4,550	(1,342)
87270-531	Fuel Expense - Gas/Oil	8,317	11,049	(2,731)
87270-532	Fuel Expense - Diesel Fuel/Oil	11,629	11,000	629
87275-500	Solvent	1,009	1,036	(26)
87280-546	First Aid	1,291	1,036	255
87280-547	Safety Equipment	2,894	3,380	(486)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87280-548	Training Supplies		600	(600)
87286-500	Uniform Service	6,475	7,599	(1,124)
87290-500	Sundries	4,791	4,438	353
87300-150	Building Maintenance - Shop	1,818	3,650	(1,832)
87300-217	Building Maintenance - Admin. Bldg	2,514	7,920	(5,406)
87300-221	Clean HVAC Term & Admin		3,000	(3,000)
87321-150	Equipment Maintenance - Shop	522	750	(228)
87322-500	Radio Maintenance	2,205	1,000	1,205
87324-521	Copier	7,083	7,931	(848)
87324-523	Maintenance - Postage Machine	1,083	1,448	(365)
87328-500	Fire Extinguisher Service	1,580	1,400	180
87360-536	Automotive Maintenance - Mechanical	3,097	8,000	(4,903)
87360-537	Automotive Maintenance - Tires	807	4,000	(3,192)
87370-541	Heavy Equipment Maintenance - Mechanical	14,854	13,500	1,354
87370-542	Heavy Equipment Maintenance - Tires	1,016	2,500	(1,484)
87370-543	ARFF Vehicle Maintenance	4,960	21,000	(16,040)
87380-554	Fuel System - Fire Alarm Service	420	540	(120)
87400-500	Directors Fees	10,000	21,000	(11,000)
87412-500	Payroll Processing Fees	3,846	4,773	(926)
87414-500	Annual Audit	20,965	27,750	(6,785)
87420-500	Legal Counsel Services	57,780	82,733	(24,953)
87430-500	Engineering Services		25,000	(25,000)
87440-500	Security Service	276,402	340,084	(63,682)
87442-500	Security Services Contingencies	1,400		1,400
87443-500	Security Sys Maint & Repairs	14,824	16,000	(1,176)
87450-500	Janitorial Service - Admin	8,505	11,567	(3,062)
87470-500	Landscaping Services	3,286	4,488	(1,202)
87472-500	Landscaping Contingencies	1,350	5,000	(3,650)
87475-500	Internet/Web Page Maintenance	21,788	27,297	(5,509)
87510-562	Bank Charges - Service Charges	8,644	12,004	(3,360)
87520-566	Freight & Common Carrier	528	473	56
87520-567	Postage	648	1,800	(1,152)
87520-568	Printing & Stationery	90	1,200	(1,110)
87520-569	Reproduction Supplies	511		511
87520-570	Misc. Office Supplies	9,544	15,071	(5,528)
87520-572	Books & Publications	1,395	500	895
87530-581	Computer Supplies	5,984	16,120	(10,135)
87530-583	Computer Support Services	55,844	60,070	(4,226)
87540-600	Dues and Memberships	3,405	4,822	(1,417)
87540-601	Dues -AAAE	4,250	4,600	(350)
87540-603	Dues - SWAAAE	95	510	(415)
87540-605	Dues - Chamber of Commerce	350	1,000	(650)
87540-606	Dues - National Notary Association		150	(150)
87540-607	Dues - CA Special Districts Association	6,433	6,388	45
87540-608	Dues - AAEE ARDF CA Airport Storm	4,950	4,950	-

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87540-610	Costco Membership	180	165	15
87540-618	Santa Maria Times	299	150	149
87540-625	SBCSDA	300		300
87540-628	Pro-rata Share of LAFCO Budget	4,000	3,556	444
87600-596	Advertising - Legal	948	1,000	(52)
87600-599	Advertising - Airport Advertising	61,908	65,000	(3,092)
87610-100	Depreciation - Landing Area	656,502	1,513,200	(856,698)
87610-200	Depreciation - Hangar Area	72,878	152,739	(79,861)
87610-250	Depreciation - Terminal Area	183,247	526,335	(343,088)
87610-300	Depreciation - Revenue Generating Land	115,405	254,890	(139,485)
87610-400	Depreciation - Main Hangar & FBO	28,854	68,219	(39,365)
87610-500	Depreciation - Administration	64,196	96,758	(32,562)
87620-692	Emergency Exercises		500	(500)
87630-591	Insurance - Airport Liability	8,232	20,000	(11,768)
87630-592	Insurance - Auto, Fire, Property	25,797	63,897	(38,100)
87630-595	Insurance - General Liability	20,505	28,707	(8,202)
87650-643	Permits	4,097	5,024	(926)
87650-646	Storm Water Permits	1,400	1,283	117
87660-500	Education	2,709	9,000	(6,291)
87670-500	Business Travel & Entertainment	49,564	54,850	(5,286)
87679-500	Employee Recognition	1,944	3,500	(1,556)
87700-791	Sig Items - Training Live Burn	15,620	26,500	(10,880)
88680-681	SM Chamber Economic Development	33,000	33,000	-
88680-685	Museum of Flight	180		180
88680-690	Airline Service Enhancement Grant	184,603	184,603	0
88680-691	Planning & Marketing		25,000	(25,000)
88680-692	Marketing Aviation Related	11,899	64,410	(52,511)
88680-693	Consulting Services - Contingencies	48,853	102,554	(53,702)
	Total	4,563,991	7,169,593	(2,605,601)

Santa Maria Public Airport District

For the For Months Ending February 28, 2018

Revenues

Account Number	Account Description	Actual YTD	Budget YTD	Over/(Under) Budget
61100-052	Landing Fees - Ameriflight	1,416	4,008	(2,592)
61100-053	Landing Fees - U.S. Forest Service	39,590	16,667	22,924
61100-054	Landing Fees - Federal Express - WestAir	1,037	3,851	(2,814)
61100-055	Landing Fees - Allegiant Air	15,663	15,438	225
61100-062	Landing Fees -United (Skywest)	94		94
61100-069	Landing Fees - Charter Jets	4		4
61110-052	Tiedowns - Ameriflight	6,487	816	5,671
61110-054	Tiedowns - Federal Express - WestAir	5,924	2,456	3,468
61110-059	FBO Tiedowns	62		62
61130-093	Comm Veh Access - Federal Express	7,096	7,096	-
61130-094	Comm Veh Access - UPS	2,680	2,653	27
61140-152	Fuel Flowage Fees - CCJC Self Serve	4,073	2,214	1,858
61140-154	Fuel Flowage Fees - CC Jet Center	52,241	46,207	6,034
62210-005	T-Hangar 3005 Airpark	27,600	27,650	(50)
62210-009	T-Hangar 3009 Airpark	17,658	17,784	(126)
62210-011	T-Hangar 3011 Airpark	17,120	17,100	20
62210-019	T-Hangar 3019 Airpark	16,692	17,100	(408)
62210-023	T-Hangar 3023 Airpark	17,760	17,784	(24)
62210-027	T-Hangar 3027 Airpark	17,506	17,544	(39)
62210-031	T-Hangar 3031 Airpark	18,136	17,544	592
62210-039	T-Hangar 3039 Airpark	23,744	25,496	(1,752)
62210-103	T-Hangar 3103 Airpark	28,184	28,536	(352)
62210-107	T-Hangar 3107 Airpark	20,646	20,828	(182)
62210-109	T-Hangar 3109 Airpark	15,678	16,074	(396)
62210-111	T-Hangar 3111 Airpark	15,032	16,467	(1,435)
62220-035	Corporate T-Hangar 3035 Airpark	25,299	25,402	(103)
62230-005	T-Hangar Storage 3005 Airpark	3,760	3,760	(0)
62230-009	T-Hangar Storage 3009 Airpark	1,264	1,253	11
62230-011	T-Hangar Storage 3011 Airpark	1,328	1,320	8
62230-019	T-Hangar Storage 3019 Airpark	664	660	4
62230-023	T-Hangar Storage 3023 Airpark	632	627	5
62230-027	T-Hangar Storage 3027 Airpark	1,100	1,237	(137)
62230-031	T-Hangar Storage 3031 Airpark	616	1,237	(621)
62230-035	T-Hangar Storage 3035 Airpark	1,272	1,270	2
62230-039	T-Hangar Storage 3039 Airpark	5,456	3,760	1,696
62230-107	T-Hangar Storage 3107 Airpark	1,104	1,253	(149)
62230-109	T-Hangar Storage 3109 Airpark	544	543	1
62230-111	T-Hangar Storage 3111 Airpark	1,250	1,237	13
62240-001	Corporate Hangars 3001 Airpark	28,464	28,468	(4)
62240-029	Corporate Hangars 3029 Airpark	31,392	31,389	3
62240-105	Corporate Hangars 3105 Airpark	37,296	37,286	10
62240-118	Corporate Hangar 3043 Airpark	34,450	36,389	(1,939)
63310-100	Owner Build Hangar - Land (Sm)	4,285	4,285	-
63310-101	Owner Build Hangars - Land (Lg)	7,427	7,427	-

64410-177	Main Hangar - Artcraft Paints	30,572	30,572	(0)
64410-178	Main Hangar - Tricor Calif	1,533	1,561	(28)
64410-183	Main Hangar - S B Cellular	17,517	17,581	(64)
64410-184	Main Hangar - Pleinaire	8,568	8,344	224
64410-185	Main Hangar - Art-Craft Suites 119-128	29,964	29,965	(1)
64420-115	Corporate Hangar FBO 3115 Airpark	5,442		5,442
64420-117	Corporate Hangar FBO 3117 Liberator	20,996	12,193	8,803
64420-119	Corporate Hangar FBO 3119 Liberator	5,340	5,283	57
64420-121	Corporate Hangar FBO 3121 Liberator	5,152	5,151	1
64420-125	Corporate Hangar FBO 3125 Liberator (P)	33,673	33,671	2
64420-409	Corporate Hangar FBO 3409 Corsair	37,143	41,872	(4,729)
64420-410	U.S. Forest - Land Use Revenue	37,159	26,667	10,492
64420-438	Corporate Hangar FBO - CALSTAR	7,696	7,618	78
64420-439	Corporate Hangar FBO CC Jet Center	34,072	34,072	-
64420-440	Corporate Hangar FBO 3950 Mitchell	12,731	12,784	(53)
64420-441	Corporate Hangar FBO 3948 Mitchell	1,018	4,099	(3,081)
64420-442	Corporate Hangar FBO 3944 Mitchell	11,416	11,416	-
64420-443	Corporate Hangar FBO 3940 Mitchell	24,568	24,566	2
64420-444	Corporate Hangar FBO Arctic Air	29,728	29,728	-
64420-445	CCJC Center Self Serve	1,854	1,400	454
64420-447	Rotocraft Leasing - Parking Lot	8,552	8,556	(4)
64420-448	MOF 3015/3025 Airpark Drive	1,696	1,672	24
64420-449	CCJC-Los Padres Disp	2,448	2,451	(3)
64420-450	CCJC (GA Terminal)	7,289	7,664	(375)
64459-203	Utility Reimbursement - Main Hangar	18,849	15,045	3,804
65000-100	Vehicle Access Fee - Uber	9,925		9,925
65510-251	Terminal - TSA Lease	62,466	62,466	-
65510-252	Terminal - Restaurant	21,468	24,897	(3,429)
65510-255	Terminal - Allegiant Air, Inc.	1,472	1,472	-
65510-256	Terminal -Central Coast Shuttle	16,048	16,047	1
65510-257	PFC Revenue	71,407	53,462	17,945
65510-261	Terminal - ProDIGIQ	63		63
65510-262	ARINC	1,159	1,156	3
65520-265	Terminal Concessions - Avis	64,062	64,471	(409)
65520-266	Terminal Concessions - Budget	17,668	12,381	5,287
65520-267	Terminal Concessions - Hertz	41,315	46,016	(4,701)
65520-268	Terminal Concessions - Enterprise	34,366	35,724	(1,358)
65520-274	Terminal Vending Machines	1,231	2,104	(873)
65530-217	Administrative Board Room	420	747	(327)
65530-307	Other Building - Avis Service Center	7,263	7,263	0
65559-249	Utility Reimbursements - Terminal	1,742	1,640	102
65559-336	TSA - LEO Reimbursement	12,700	19,200	(6,500)
66120-080	Vehicle Training Area/Special Events	4,550		4,550
66120-083	Santa Maria Karting	4,600	4,400	200
66610-361	Farm Land - Castellanos	90,392	84,963	5,428
66610-362	Grazing Land - R. Michel	1,562	1,432	130
66610-363	Grazing Land - Mc Gray & Jokela	904	904	-
66610-364	Master Lease - Mahoney Brothers	15,063	15,376	(313)
66610-365	Farm Land - Gresser	336,151	336,900	(749)
66610-366	Grazing Land - Verlade	2,149	2,149	0
66620-201	Airport Business Park	87,860	94,380	(6,520)
66620-320	Pioneer Park	1,289	1,289	-
66620-455	Commercial Land - Hotel	121,394	122,899	(1,505)

66620-500	Verizon Land Lease	(16,000)		(16,000)
66630-381	Village Mobile Home Park	288,907	273,430	15,477
67210-910	Use Permits - Special Events	500		500
67300-950	Commercial Filming - Movie Shoots	2,000		2,000
67910-900	Misc. Income Operations	9,036		9,036
67910-921	Misc. Income - Late Charges	8	4,667	(4,659)
67910-924	Misc. Income - Clerical	35		35
67910-931	Misc. Income - Rebates - PG&E		4,000	(4,000)
67910-951	Misc. Income - Airport Access Card	1,782	5,333	(3,551)
69010-951	Interest Income	27,230	15,690	11,540
69110-934	AIP 34 - Airport Master Plan	33,082		33,082
69110-935	AIP 35 Rehabilitate Apron	943,795		943,795
69110-936	AIP 36 Reimbursement		6,211,235	(6,211,235)
69310-965	Tax Revenues	896,558	938,915	(42,358)
69510-980	Principal Financial Group	101		101
	Total Revenue	<u>4,172,422</u>	<u>9,371,052</u>	<u>(5,198,630)</u>

REVOCABLE PERMIT AGREEMENT
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 17th day of May, 2018;

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 May 26, 2018, to May 26, 2019 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 insure 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

Permitee 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.

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By _____
Hugh Rafferty, President

Approved as to form
for District:

By _____
Carl Engel, Secretary

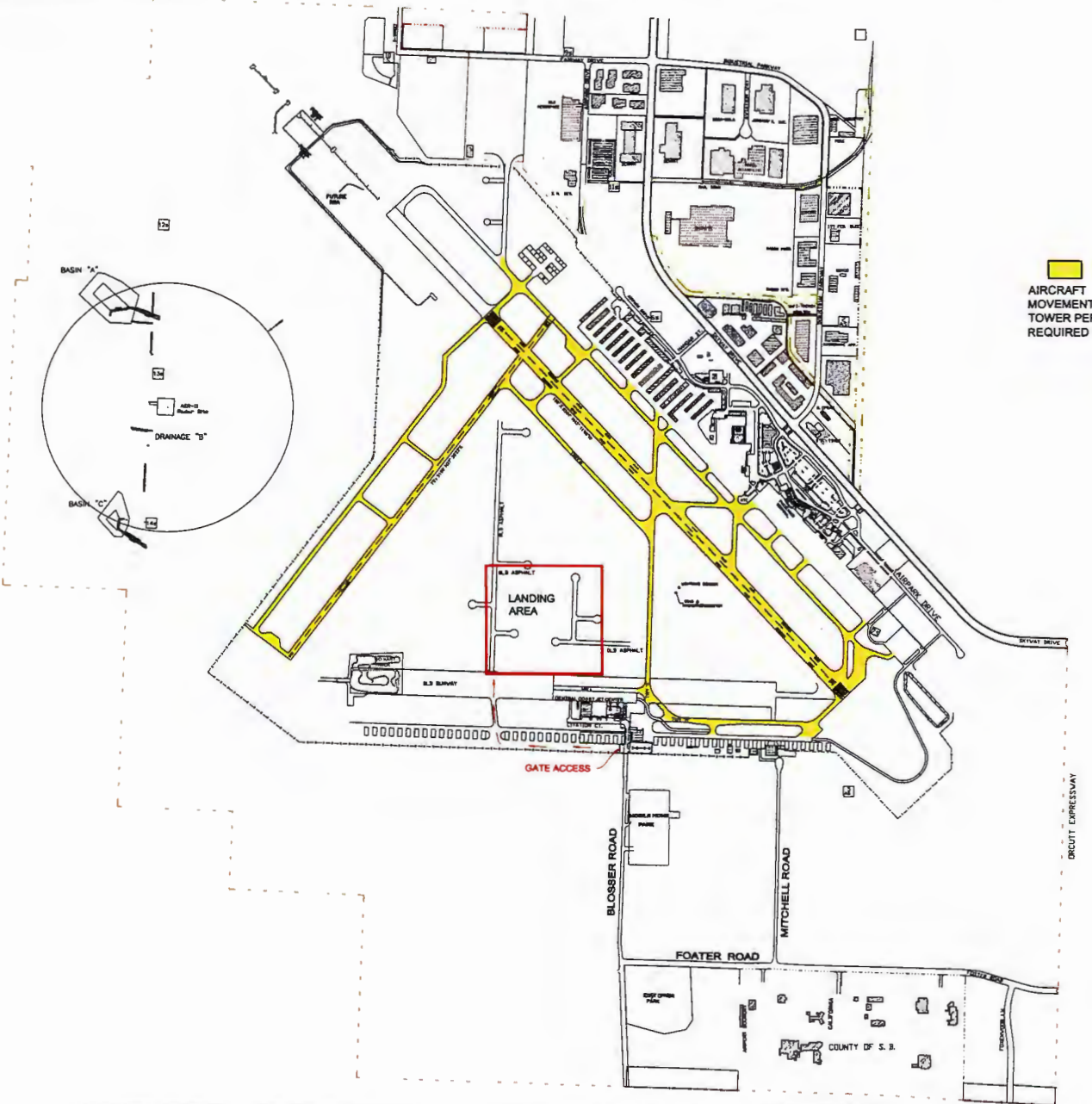
District Counsel

SKYDIVE SANTA BARBARA LLC.

By _____
David Hughes, Member/Manager



3217 TERMINAL DRIVE
 SANTA MARIA, CA 93465
 (805) 922-1726



AIRCRAFT
 MOVEMENT AREA
 TOWER PERMISSION
 REQUIRED FOR ACCESS

SKYDIVING
 LANDING AREA



SPONSOR SIGNATURE _____

TITLE: _____

APPROVED DATE: _____

AIRPORT LAYOUT PLAN UPDATES

DATE SUBMITTED	NOTES

Drawn By: RM Checked By: _____
 Approved By: _____

DRAWING NUMBER
 SKYDIVE

Exhibit A

X:\Drawings\Misc\ADWG_LandingArea.dwg

**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 ADDRESS: _____

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 you 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) _____

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Skydive Santa Barbara Refund Policy

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

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

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

If weather conditions are not safe for you to make your skydive, then you may reschedule at your convenience.

Videos and photos will vary in content due to individual photographer styles and your skydive. For various reasons, filming of landings cannot be guaranteed. There is no refund for still photos or streaming video as these are both included free with your video. Freefall video camera failures will be offered full refunds.

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

SIGNATURE _____ DATE _____

WITNESS _____ DATE _____

**THE UNINSURED RELATIVE WORKSHOP, INC., D/B/A RELATIVE WORKSHOP
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 Relative Workshop, Inc., doing business as Relative Workshop, 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 Relative Workshop, Inc., d/b/a Relative Workshop, 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 and/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

be attached during my intentional parachute jump;

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

*Initial

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

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

*Initial

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

*Initial

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

*Initial

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

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

*Initial

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

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

*Initial

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

*Initial

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

*Initial

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

*Initial

I freely and voluntarily agree to all of the above by signing this contract on the _____ day of _____ (day) (month and year) at _____ Santa Maria, California (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.*

RESOLUTION 862

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT ADOPTING THE APPROPRIATIONS
SUBJECT TO LIMITATION FOR FISCAL YEAR
2018-2019 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 \$6,432,530.00 is the appropriations limit of the Santa Maria Public Airport District subject to California Constitution Article XIII B for fiscal year 2018-2019.

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

Factor for percentage change in California
Capita personal income pursuant to
Government Code Section 79011.0367

Factor for annual population percentage
Change for County of Santa Barbara
Determined by Department of Finance,
State of California, pursuant to Revenue
and Taxation Code Section 2228(a)(iii)..... 1.0078

Ratio change in above factors: 1.0367 x 1.0078 = 1.0448
Appropriations limits of District
For Fiscal year 2018-2019

2017-2018 appropriations limits of District as
established by Resolution 856 6,134,245

Addition to District's appropriation limit
For property tax administration fee
Imposed by Senate Bill 2557 22,545
6,156,790

Multiplied by above factors change ratio x 1.0448

2018 – 2019 appropriations limit \$6,432,530

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

AYES:
NOES:
ABSENT:
ABSTAINED:

Hugh Rafferty, President

Carl Engel, Secretary