

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

**Thursday  
April 11, 2019**

**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 MARCH 28, 2019.**
- 2. COMMITTEE REPORT(S):**
  - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
  - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
  - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
  - d) CITY & COUNTY LIAISON**
  - e) STATE & FEDERAL LIAISON**
  - f) VANDENBERG LIAISON**
  - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register**
- 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 BETWEEN THE DISTRICT AND CENTRAL COAST TECHNOLOGY, INC., DBA: CLOUD NINE AERIAL ADVERTISING FOR BANNER TOWING.**
8. **BALLOT FOR ONE LAFCO REGULAR AND ONE ALTERNATE SPECIAL DISTRICT MEMBER.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT AND UBER TECHNOLOGIES, INC.**
10. **APPROVAL OF ADMINISTRATIVE CODE AS AMENDED APRIL 11, 2019 MODIFYING ARTICLE 1 ORGANIZATION AND DUTIES OF THE BOARD OF DIRECTORS.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE THIRD AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND ARCHITECT DESIGN AND CONSTRUCTION ADMINISTRATION FOR ROOF REPAIR AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO CONSENT TO THE TRANSFER OF THE HANGAR LOCATED AT 3820 S. BLOSSER ROAD TO ROOSEVELT ROAD DEVELOPMENT II, COMPANY.**
13. **DIRECTORS' COMMENTS.**
14. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD MARCH 28, 2019

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 George.

1. MINUTES OF THE REGULAR MEETING HELD March 14, 2019. Director Baskett made a Motion to approve the minutes of the regular meeting held March 14, 2019. Director Brown Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
  - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
  - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – Met to discuss future projects.
  - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
  - d) CITY & COUNTY LIAISON – Met and discussed upcoming City projects.
  - e) STATE & FEDERAL LIAISON – No meeting scheduled.
  - f) VANDENBERG LIAISON – No meeting scheduled.
  - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the Board on recent events here at the airport including Mr. Ready's memorial, the introduction of the new tower manager and the C-47 sendoff. He also notified them of a letter received from the State Water Control Board regarding firefighting foam.
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 066440 through 066466 in the amount of \$116,056.39 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Brown Seconded and it was carried by a 5-0 vote.

Ms. Reade notified the Board that she gave an airport tour to 33 preschoolers ahead of the meeting.

- 1 5. DISTRICT COUNSEL'S REPORT. Nothing to report.
- 2
- 3 6. PUBLIC SESSION: Statements from the floor will be heard during public session.
- 4 Request to Speak forms are provided for those wishing to address the board. After
- 5 completing the form, please give it to the Clerk. Requests requiring board action
- 6 will be referred to staff and brought on the next appropriate agenda. Members of
- 7 the public are cordially invited to speak on agenda items as they occur. Staff
- 8 reports covering agenda items are available for review in the offices of the General
- 9 Manager on the Tuesday prior to each meeting. The Board has established a five-
- 10 minute time limit for receipt of testimony. The board reserves the right to establish
- 11 further time limits for receipt of testimony.
- 12
- 13 Two members of the public requested to Speak. The first was Dennis Leal
- 14 regarding item 12 on the agenda. He chose to speak during the discussion for that
- 15 item. The second was a resident of the Foxenwood community regarding noise
- 16 abatement.
- 17
- 18 7. Authorization for one staff member to attend the ACI Air Service Development
- 19 Certificate Course. Director Baskett made a Motion to approve. Director Brown
- 20 Seconded and it was carried by a 5-0 vote.
- 21
- 22 8. Discussion and Direction to staff regarding Brown Act compliance utilizing
- 23 teleconferencing for board meetings. Direction was given to staff to bring back a
- 24 new policy at the next meeting.
- 25
- 26 9. Authorization for the President and Secretary to execute a lease between the
- 27 District and G3, LLC a California Limited Liability Company. This item was tabled
- 28 until a future meeting.
- 29
- 30 10. Resolution 872. A Resolution of the Board of Directors of the Santa Maria Public
- 31 Airport District establishing a policy for reimbursement for expenditures related to
- 32 District business and rescinding Resolution 755. Director Brown made a Motion to
- 33 approve with the exception to mileage added to item 13. Director Adams Seconded
- 34 and it was carried by the following roll call vote. Directors Rafferty, Adams, Engel,
- 35 Brown and Baskett voted "yes".
- 36
- 37 11. Authorization for the Manager of Finance and Administration to attend the CSDA
- 38 Human Resources Boot Camp and Financial Management for Special Districts to
- 39 be held April 24-25, 2019 in Simi Valley, CA. Director Baskett made a Motion to
- 40 approve. Director Brown Seconded and it was carried by a 5-0 vote.
- 41
- 42 12. Authorization for the President and Secretary to consent to the transfer of the
- 43 hangar located at 3820 S. Blosser Road to the Roosevelt Road Development II,
- 44 Company. Dennis Leal spoke regarding his interest in purchasing the hangar and
- 45 his intended use for the hangar. He will provide more information to the Board at
- 46 a later meeting. There will not be a decision on the transfer until the Board receives
- 47 further information.
- 48

49 RECESS: At 7:38 p.m.

50

1 Return to OPEN SESSION: At 7:43 p.m. The Board and staff reconvened to Open  
2 Session.

- 3  
4 13. CLOSED SESSION. At 7:43 p.m. the Board went into Closed Session to discuss  
5 the following item(s):

6  
7 a) Conference with Legal Counsel-Anticipated Litigation-Significant exposure to  
8 litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9-  
9 Number of case(s): 1.

10  
11 b) Conference with Legal Counsel-Pending litigation pursuant to Government  
12 Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.

13  
14 At 8:00 p.m., the Board and staff reconvened to Open Public Session.

15  
16 There was one reportable item on item "a". Direction to counsel and staff to pay  
17 Shenkman & Hughes, PC Thirty Thousand dollars. There were no reportable  
18 actions on item "b".

- 19  
20 14. DIRECTORS' COMMENTS: Director Baskett discussed the possibility of drone  
21 threats, getting backup power for the tower during power outages and mentioned  
22 the retirement of Gary Rounds, the current tower manager.

23  
24 Directors Rafferty, Brown, Engel and Adams had no comment.

- 25  
26 15. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular  
27 Meeting to be held on April 11, 2019 at 7:00 p.m. at the regular meeting place.  
28 Director Brown made that Motion, Director Baskett Seconded and the Motion was  
29 carried by a 5-0 vote.

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32 ORDER OF ADJOURNMENT

33 This Regular Meeting of the Board of Directors of the Santa Maria  
34 Public Airport District is hereby adjourned at 8:02 p.m. on March 28,  
35 2019.

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40 Hugh Rafferty, President

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43 \_\_\_\_\_  
44 Carl Engel, Secretary

**2018-2019**

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 066467 to 066517, and electronic payments on Pacific Premier Bank and in the total amount of \$224,274.05.

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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 066467 to 066517, and electronic payments on Pacific Premier Bank in the total amount of \$224,274.05 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 APRIL 11, 2019.

\_\_\_\_\_  
CARL ENGEL JR.  
SECRETARY

# Santa Maria Public Airport District

## Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description	AIP Reimbursement
* 066467	3/28/2019	American Assn of Airport Exec	\$ 450.00	AAAE Training	
* 066468	3/28/2019	Adamski Moroski	\$ 7,328.00	Legal Service	
* 066469	3/28/2019	AT&T	\$ 40.47	Phone Service	
* 066470	3/28/2019	Bagby Plumbing Service & Repair	\$ 248.40	Building Maint. - Terminal	
* 066471	3/28/2019	Berchtold Equipment Company	\$ 37.70	Heavy Equip Maint - Mechanical	
* 066472	3/28/2019	Bomar Security & Investigation	\$ 899.20	Security Service	
* 066473	3/28/2019	Central City Tool Supply, Inc.	\$ 483.26	Small Tools	
* 066474	3/28/2019	City of Santa Maria	\$ 2,921.03	Water Invoice	
* 066475	3/28/2019	Clark Pest Control	\$ 884.00	Pest Control - Terminal & Adm.	
* 066476	3/28/2019	Comcast	\$ 1,181.99	Cable/Internet /Digital Voice	
* 066477	3/28/2019	Emergency Repair Door Service	\$ 336.00	Door Repairs - Terminal	
* 066478	3/28/2019	Fastenal Company	\$ 380.54	Shop Supplies	
* 066479	3/28/2019	Ferguson Enterprises, Inc.	\$ 676.86	Buildg. Maint.	
* 066480	3/28/2019	Frontier Communications	\$ 640.49	Telephone Service	
* 066481	3/28/2019	Home Depot	\$ 1,203.63	Building Maintenance	
* 066482	3/28/2019	Interstate Batteries	\$ 115.24	Auto Maint. - Mechanical	
* 066483	3/28/2019	J B Dewar, Inc	\$ 780.24	Fuel Expense - Gas/Diesel	
* 066484	3/28/2019	Mission Uniform Service	\$ 284.34	Uniform Service	
* 066485	3/28/2019	Mail Finance	\$ 360.98	Postage Meter Lease	
* 066486	3/28/2019	Principal Financial Group	\$ 3,201.69	Dental, Life, Disability, Vision	
* 066487	3/28/2019	Safety-Kleen	\$ 246.19	Solvent	
* 066488	3/28/2019	SM Valley Chamber of Commerce	\$ 45.00	Dues	
* 066489	3/28/2019	Total Compensation Systems, Inc.	\$ 675.00	Consulting Services	
* 066490	3/28/2019	WageWorks	\$ 100.00	Cafeteria Plan - Admin. Fee	
* 066491	3/28/2019	Whit's TurnTree Care	\$ 42,630.00	Tree Removal Project	
066492	4/3/2019	Chuck Adams	\$ 300.00	Directors Fees	
066493	4/3/2019	American Industrial Supply	\$ 77.79	Lighting & Nav Aid Maint.	
066494	4/3/2019	AT&T	\$ 142.57	Phone Service	
066495	4/3/2019	Berchtold Equipment Company	\$ 146.59	Heavy Equip Maint - Mechanical	
066496	4/3/2019	Bomar Security & Investigation	\$ 5,498.10	Security Service	
066497	4/3/2019	Steve Brown	\$ 200.00	Directors Fees	
066498	4/3/2019	City of Guadalupe	\$ 20,747.70	Security Service	
066499	4/3/2019	Carl Engel, Jr.	\$ 300.00	Directors Fees	
066500	4/3/2019	Frontier Communications	\$ 117.14	Telephone Service	
066501	4/3/2019	Chris Hastert	\$ 831.75	Expense - Travel/Entertainment	
066502	4/3/2019	Hayward Lumber Company	\$ 267.57	Fencing and Gates	
066503	4/3/2019	Ray Heath	\$ 3,575.20	Consulting Service	
066504	4/3/2019	MarTeeny Designs	\$ 275.00	Web Page Maint.	
066505	4/3/2019	McMasters and Carr	\$ 788.21	Building Maint. - Terminal & Admin Bldg	

066506	4/3/2019	Mission Uniform Service	\$	134.96	Uniform Service
066507	4/3/2019	Napa Auto Parts	\$	62.65	Auto parts
066508	4/3/2019	Next Day Signs	\$	259.20	Signs
066509	4/3/2019	Hugh Rafferty	\$	400.00	Directors Fees
066510	4/3/2019	ReadyRefresh by Nestle	\$	82.60	Water Delivery
066511	4/3/2019	SHENKMAN & HUGHES, PC	\$	30,000.00	Legal Fees for District Elections
066512	4/3/2019	S Lombardi & Assoc., Inc.	\$	1,600.00	Airport Advertising
066513	4/3/2019	Santa Maria Valley Crop Service	\$	3,353.40	Weed/Vector Control
066514	4/3/2019	Sousa Tire Service, LLC	\$	73.16	Vehicle Maint.
066515	4/3/2019	Statewide Safety & Signs, Inc	\$	85.91	Signs
066516	4/3/2019	Toshiba Financial Services	\$	497.98	Copier Lease
066517	4/3/2019	Verizon Wireless	\$	806.72	Cell Phones

**Total Checks Written: \$ 136,774.45**

**Electronic Payments**

4/1/2019	PG&E	\$	6,974.83	Electricity
4/2/2019	PG&E	\$	6,583.45	Electricity
4/3/2019	Mass Mutual	\$	4,142.31	EMP Retirement
4/3/2019	PG&E	\$	8,583.45	Electricity
4/3/2019	CALPERS	\$	15,147.31	Health
4/4/2019	PAYROLL	\$	27,545.55	Net Checks
4/5/2019	Payroll Taxes	\$	5,520.19	Taxes
4/8/2019	CALPERS	\$	5,393.15	Retirement
4/8/2019	CALPERS	\$	7,609.36	Unfunded Liab.

**Total Electronic Funds Transfers: \$ 87,499.60**

Net Dispersed Funds	<b><u>\$ 224,274.05</u></b>
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REVOCABLE PERMIT AGREEMENT  
BANNER TOWING

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 1<sup>st</sup> day of April 2019;

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

CENTRAL COAST TECHNOLOGY, INC., DBA: CLOUD NINE AERIAL ADVERTISING 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 April 12, 2019 through April 12, 2020 for the purpose of preparing for and conducting banner towing; 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 banner towing, 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 gate 15. 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: Shawn Knight  
Central Coast Technology, Inc.  
1101 S. Broadway  
Santa Maria, CA 93454

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.

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

DATED: April 11, 2019

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

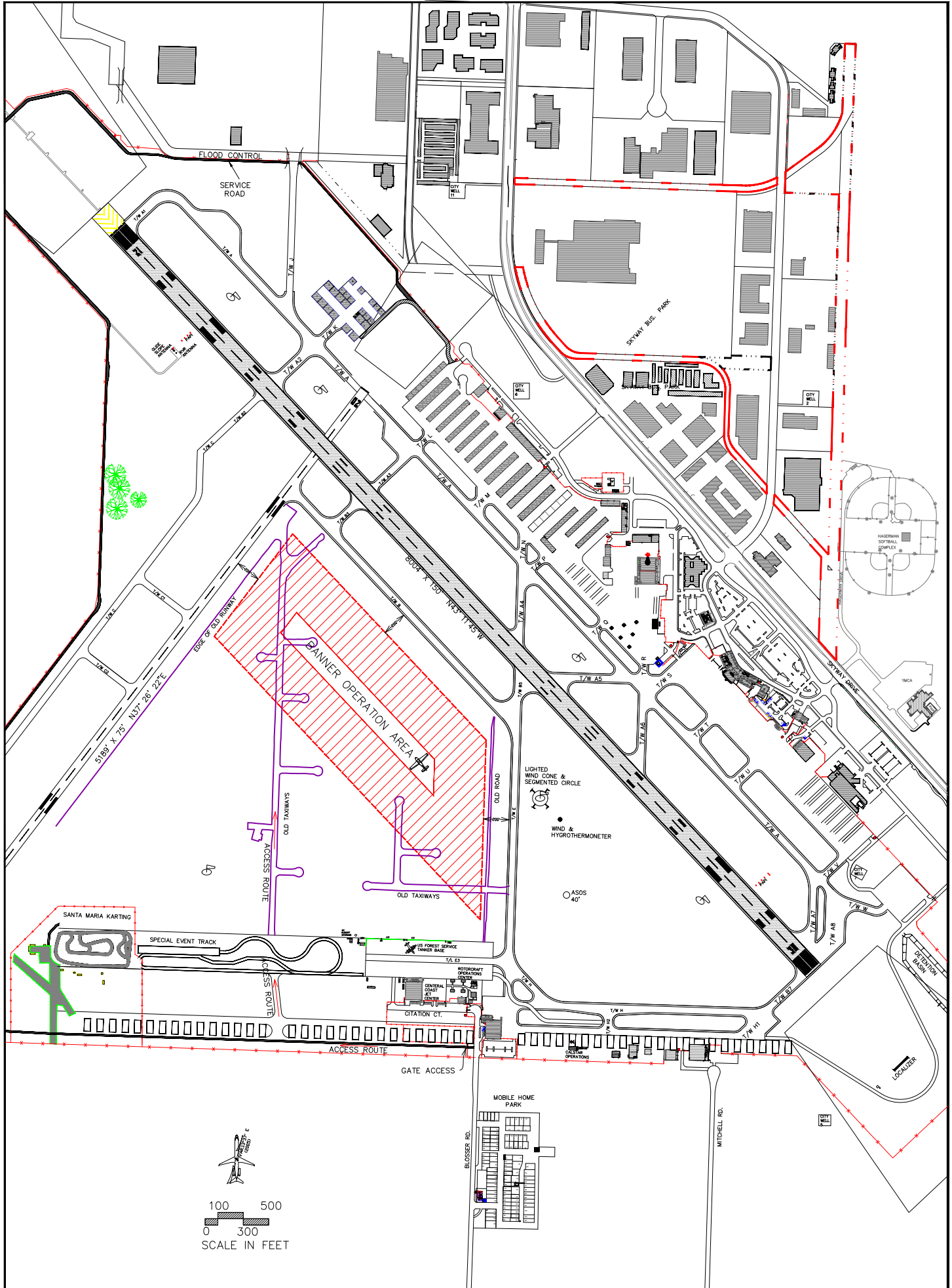
\_\_\_\_\_  
District Counsel


CENTRAL COAST TECHNOLOGY, INC., DBA:  
CLOUD NINE AERIAL ADVERTISING

By \_\_\_\_\_  
Shawn Knight, CEO



G:\Drawings\AutoCad\LEASES\BANNER OPERATIONS.dwg, 10/1/2018 10:20:32 AM, AutoCAD PDF (High Quality Print).pc3



 SANTA MARIA PUBLIC AIRPORT DISTRICT	3217 TERMINAL DR. SANTA MARIA, CA 93455. (805) 922-1726	REVISIONS	DATE	By:	DRAWN BY: RAY HEATH	EXHIBIT "A"	CENTRAL COAST TECHNOLOGY D.B.A. CLOUD NINE AERIAL ADVERTISING	DRAWING BANNER OPERATIONS 1 OF 1
			10/1/18	RH				

# LAFCO

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**Santa Barbara Local Agency Formation Commission**

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

March 11, 2019

TO: Presiding Officers of Independent Special Districts

Subject: Ballot for one Regular and one Alternate Special District Member to  
Santa Barbara LAFCO

## **BALLOTS FOR ONE LAFCO REGULAR AND ONE ALTERNATE SPECIAL DISTRICT MEMBER**

As a result of the November 6, 2018 General Election, there are two Special District vacancies on the Commission. Based on past experience, the LAFCO Executive Officer has determined that a meeting of the Special District Selection Committee is not feasible and will conduct the business of the committee by mail. Two Ballots are attached to this notice.

- 1) **Ballots for the one LAFCO Regular and one Alternate Special District Member.** There is currently one vacancy for the Regular Special District Member and one vacancy for the Alternate Special District Member. The terms of office end on March 1, 2022 and March 1, 2020, respectively.
- 2) **Voting Requirements:** The Special District Selection Committee, comprised of the presiding officers, or designee, of the 38 independent special districts in Santa Barbara County, needs to elect one Regular and one Alternate LAFCO Special District member.
- 3) **Nomination Period:** The nomination period, ended on February 28, 2019. Seven nominations for the Regular Special District Member and three Alternate Special District Member, were submitted before the end of the nomination period. One person was nominated for both the Regular and Alternate member vacancy. The list of candidates and their statements, if submitted, are attached to this notice as **Exhibit A & Exhibit B.**
- 4) **Voting Period** Attached you will find two ballots, one for the Regular and one for the Alternate Special District member, containing the names of qualified nominees. Mailed ballots will also include voting instructions to each eligible district. **The voting period will be 60-days and will end on May 10, 2019 at 5:00 pm.** This will be followed by the tabulation of votes and the election of the top vote getters to the vacant seats. During the interim, LAFCO will operate with only one Regular Special District Member.

Local Agency Formation Commission  
March 11, 2019  
Page two

**Voting Process:** The Presiding Officer of each Independent Special District is authorized to vote for one Regular Special District Member and one Alternate Special District Member. The legislative body of the district shall authorize the presiding officer, or his or her designee as designated by the governing of the eligible district, to sign the ballot. For an election to be valid, at least a quorum of the special districts must submit valid ballots. A quorum is 19 or more of the 38 independent special districts.

**Call for Ballots for one LAFCO Regular Special District Member and one Alternate Special District Member:**

Completed ballots, one Regular Special District Member and one the Alternate Special District Member, should be submitted to the LAFCO Executive Officer, at the following address, faxed, or emailed **no later than 5:00 pm, Friday, May 10, 2019.** Ballots are attached to this notice.

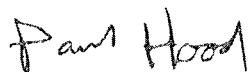
**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street, Rm 407, Santa Barbara CA 93101  
FAX 805/568-2249  
Email Address: [lafco@sblafco.org](mailto:lafco@sblafco.org)

**Exhibits:**

Exhibit A      LAFCO Regular Special District Member Candidates & Statements  
Exhibit B      LAFCO Alternate Special District Member Candidates & Statements

Please contact the LAFCO office if you have any questions.

Sincerely,



PAUL HOOD  
Executive Officer

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE

Submit No Later than 5:00 pm, May 10, 2019

**OFFICIAL BALLOT**

Election of Regular Special District Member on Santa Barbara LAFCO

Vote for one of the following **Regular Special District Member** nominees:

<input type="checkbox"/>	Cindy Allen – Santa Ynez River Water Conservation District
<input type="checkbox"/>	Jay Freeman – Isla Vista Community Services District
<input type="checkbox"/>	Myron Heavin -Mission Hills Community Services District
<input type="checkbox"/>	Judith Ishkanian – Montecito Fire District
<input type="checkbox"/>	Karen Jones - Santa Ynez Community Services District
<input type="checkbox"/>	Deborah Murphy – Carpinteria Sanitary District
<input type="checkbox"/>	David Novis – Summerland Sanitary District

\_\_\_\_\_  
Name of Independent Special District

\_\_\_\_\_  
Signature of Voting Delegate

\_\_\_\_\_  
Print Name of Voting Delegate

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE

Submit No Later than 5:00 pm, May 10, 2019

**OFFICIAL BALLOT**

Election of Alternate Special District Member on Santa Barbara LAFCO

Vote for one of the following **Alternate Special District Member** nominees:

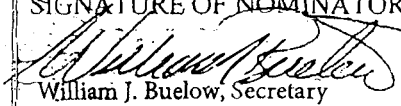
<input type="checkbox"/>	Cindy Allen – Santa Ynez River Water Conservation District
<input type="checkbox"/>	David Beard – Santa Ynez Community Services District
<input type="checkbox"/>	Spencer Brandt – Isla Vista Community Services District

\_\_\_\_\_  
Name of Independent Special District

\_\_\_\_\_  
Signature of Voting Delegate

\_\_\_\_\_  
Print Name of Voting Delegate

# SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

<p style="text-align: center;"><b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b></p> <p style="text-align: center;"><i>Return to: Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249</i></p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: _____</p>
<p>Please print in ink or type</p>	
<p>POSITION SOUGHT:                      Special District Member</p>	
<p>NAME OF NOMINEE:</p> <p>Cynthia Allen</p>	<p>NAME OF DISTRICT:</p> <p>Santa Ynez River Water</p> <p>Conservation District</p>
<p>MAILING ADDRESS:</p> <p>1217 Aster Lane</p> <p>Lompoc, CA 93436</p>	<p>TELEPHONE:</p> <p>Home: 805-736-2349</p> <p>Bus: 805-733-3417</p> <p>Cell: 805-570-0089</p> <p>Fax: 805-733-2109</p>
<p><b>ADDITIONAL INFORMATION:</b> On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts.</p> <p>Cynthia has been employed by Vandenberg Village Community Services District (VVCSD) for 25 years and has worked her way up from an entry level position to Administrative Services Manager, reporting directly to the General Manager. In 2014, she completed her Ph.D. in Public Policy and Administration. Her dissertation is entitled "A Quantitative Analysis of the Effect of Cash-4-Grass Programs on Water Consumption." She was appointed to the Santa Ynez River Water Conservation District Board of Directors in April 2015 and has been board president since March 2016.</p> <p>In her free time, Cynthia is an officer in the Rancho Purisima Chapter of the Daughters of the American Revolution, a board member for the non-profit Companion Animal Placement Assistance (CAPA), and she is a volunteer at the La PAWS Animal Shelter in Lompoc.</p>	
<p><b>SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 40%;">               William J. Buelow, Secretary           </div> <div style="width: 60%; text-align: right;"> <p>Nominated by Motion and Vote of the Santa Ynez River Water Conservation District Board (5-0-0) on January 23, 2019.</p> </div> </div>	

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

**NOMINATION FOR REGULAR SPECIAL DISTRICT  
MEMBER**

*Return to:* Executive Officer  
Santa Barbara LAFCO  
105 East Anapamu Street, Room 407  
Santa Barbara CA 93101  
Or FAX to 568-2249

LAFCO STAFF USE

Date Received: \_\_\_\_\_

Please print in ink or type

POSITION SOUGHT:                      Special District Member

NAME OF NOMINEE:

Jay Freeman

NAME OF DISTRICT:

Isla Vista Community  
Services District

MAILING ADDRESS:

6533 El Greco Road #A  
Isla Vista, CA 93117

TELEPHONE:

Home: \_\_\_\_\_

Bus: \_\_\_\_\_

Cell: (805) 895-7209

Fax: \_\_\_\_\_

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts.



2019 FEB 28 PM 1:02  
COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:

Santa Barbara LAFCO Independent Special District Selection Committee,

Hello! My name is Jay Freeman and I am on the board of the Isla Vista Community Services District. I hereby express my intention to run for the position of Regular Special District Member.

I moved to Santa Barbara County in 1999, living in what later became Goleta until 2015 before moving to Isla Vista (where I live presently). I attended UCSB, graduating with a B.S. in Creative Studies with an emphasis in Computer Science. I continued with five years in UCSB's College of Engineering working on a Ph.D. in Computer Science before deciding to leave early to start my own company and develop Cydia, an alternative store for iOS that had tens of millions of users.

Continuing to live within walking distance of the University, I became involved in the efforts to establish a new government in Isla Vista, causing me to spend copious time researching the past efforts at incorporation, tracing through the archives of LAFCO, and eventually leading me to co-fund a financial feasibility study to explore governmental options for the area; this gave me eclectic background knowledge on the processes and procedures of this fascinating meta-entity.

In 2014, I began attending meetings of LAFCO, a habit I continued into 2016. During this time, I noticed a striking similarity amongst the experiences of the various unincorporated parts of Santa Barbara County; I'd always assumed Isla Vista's issues with the County were specific to Isla Vista, yet I saw similar patterns emerge in areas like Vandenberg Village and Santa Ynez.

Upon this realization, in 2016 I ran for 3rd District County Supervisor. My platform focussed on local control, stating an intention to fight to establish Municipal Advisory Councils in many of the key unincorporated areas of the County, as well as to work more closely with special districts as I had spoken with a number that felt that they were only tenuously connected with the County.

In the two years since, I have served on the board of the Isla Vista Community Services District, expanding my experience in practical local governmental affairs, and was recently appointed to the Goleta Valley Library Advisory Commission. I have occasionally attended local meetings of the SBCCSDA, regularly attend meetings of a handful of other special districts (including two in the Santa Ynez valley) while also randomly attending meetings of other varied special districts, and keep an eye focussed on what is being discussed at LAFCO and the Board of Supervisors.

In addition to this stated background, I have a specific interest in maps and aerial photography, and have built my own GIS systems to explore boundaries within the County of Santa Barbara.

I hope you believe, as do I, that I am a viable and useful candidate for this position, and thank you for taking the time to read this letter. I hope to also see many of you in person this month.

Sincerely,  
Jay Freeman (saurik)  
saurik@saurik.com



**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b> <i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249		<b>LAFCO STAFF USE</b>  Date Received: _____
Please print in ink or type		
POSITION SOUGHT:                      Special District Member		
NAME OF NOMINEE:  <u>Myron Heaven</u>	NAME OF DISTRICT:  <u>Mission Hills</u> <u>C.S.D.</u>	
MAILING ADDRESS:  <u>1550 E. Barton Mesa Blvd</u> <u>Lompoc, CA 93436-2100</u>	TELEPHONE: Home: _____ Bus: <u>805.733.4366</u> Cell: <u>714.600.2698</u> Fax: _____	
<p>ADDITIONAL INFORMATION: On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member. This information will be distributed to all independent special districts.</p> <p>I am a graduate of Purdue University with a BS degree in Aeronautical Engineering and retired from Boeing after 50 years as an Aerospace Engineer. I worked in a Boeing Company called "Phantom Works" where I worked on advanced engineering concepts, especially cost-cutting proposals dealing with using computer graphics to increase engineering efficiencies. I am also active in the Santa Ynez Gleaning Organization, the California Rare Fruit Growers Association, and the Santa Maria Orchard Society, and also tends a small home orchard. I continue to be an active member of the Vandenberg Village Rotary Club and a past president. I have published two books, and have lived in the Lompoc area along with my wife for over eight years.</p>		
SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT: <u>Watt Fasold</u>		
<u>Watt Fasold, President Mission Hills C.S.D.</u>		

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;"><b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b></p> <p style="text-align: center;"><i>Return to: Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249</i></p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: _____</p>
<p>Please print in ink or type</p>	
<p>POSITION SOUGHT:                      Special District Member</p>	
<p>NAME OF NOMINEE:</p> <p style="font-size: 1.2em; margin-top: 10px;"><i>Judith Ishkanian</i></p>	<p>NAME OF DISTRICT:</p> <p style="font-size: 1.2em; margin-top: 10px;"><i>Montecito Fire Protection District</i></p>
<p>MAILING ADDRESS:</p> <p style="font-size: 1.2em; margin-top: 10px;"><i>1480 San Leandro Park Road</i></p> <p style="font-size: 1.2em; margin-top: 10px;"><i>Santa Barbara, CA 93108</i></p>	<p>TELEPHONE:</p> <p>Home: <i>(805) 969-6020</i></p> <p>Bus: _____</p> <p>Cell: <i>(805) 680-5412</i></p> <p>Fax: _____</p>
<p>ADDITIONAL INFORMATION: On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member. This information will be distributed to all independent special districts.</p> <p style="font-size: 1.2em; margin-top: 20px;"><i>Please see attached.</i></p>	
<p>SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="font-size: 1.5em;"><i>Sylvia Easton</i></div><div style="font-size: 1.2em;"><i>Montecito Fire Protection District</i></div></div>	

Judith Ishkanian, Ph.D

Statement of Interest

Voting Commissioner, Santa Barbara County LAFCO

On January 28, 2019, I received an appointment to the Montecito Fire District Board of Directors. Previously, I served on the Montecito Sanitary District Board of Directors from 2006 to 2018, having been President of the Board four times. I have served on the SBC CSDA Board of Directors for eight years, and was President in 2016, I was the Alternate Commissioner for LAFCO in 2017 and a voting Commissioner in 2018.

I am dedicated to service in this community, and I would be very honored to complete my term on LAFCO. The position will remain open until March, 2019, and I am a candidate to be re-elected to finish my term to 2022. SBC LAFCO is the culmination of all the experience I have acquired in service to local government boards. All of these associations working together protects them all, and SBC LAFCO oversees the process of healthy local governments.

## RESUME

Judith M. Ishkanian, Ph.D  
1480 San Leandro Park road  
Santa Barbara CA 93108

Other: P.O. Box 5121  
Santa Barbara CA 93150

Phone: 805-969-6020  
cell: 805-680-5412

[drish@aol.com](mailto:drish@aol.com)

### EDUCATION

Ph.D, History, 1993  
University of California, Santa Barbara

### WORK AND/OR VOLUNTEER EXPERIENCE

1988-1998 and 2003  
Adjunct Professor of History  
University of California, Santa Barbara  
And  
Santa Barbara City College

2003-2015  
President and Co-Founder 2005-2015  
Neighborhood Defense League of Santa Barbara

2006-2018  
Montecito Sanitary District

2011-2018  
Board of Directors  
Santa Barbara Special Districts Association (SBC CSDA)

2017  
Alternate Commissioner  
Santa Barbara County LAFCO

2018  
Voting Commissioner  
Santa Barbara County LAFCO

2019  
Director  
Montecito Fire Protection District

### REFERENCES

Diane Gabriel, General Manager  
Montecito Sanitary District  
1041 Monte Cristo Lane  
Santa Barbara CA 93108  
Phone: 805 969 4200  
e mail: dgabriel@montsan.org

Warner Owens  
244 Hot Springs Road  
Santa Barbara CA 93108  
Phone: 805-969-2906  
e mail: warnerbowens@gmail.com

Paul Hood, Executive Director  
Santa Barbara County LAFCO  
105 E. Anapamu Street  
Santa Barbara CA 93101  
Phone: 805-568-3391  
e mail: hood.paul@sbcglobal.net

George Emerson, President  
Board of Directors  
Goleta Sanitary District  
1 Moffet Place  
Goleta CA 93017  
Phone: 805-967-7019  
e mail: gweson@gmail.com

Next page

John McInnes, General Manager  
Goleta Water District  
4699 Hollister  
Goleta CA 93017  
Phone: 805-450-6603

Mr. Pedro Nava, Chair  
Little Hoover Commission  
925 L Street, Suite 805  
Sacramento CA 95814  
Phone: 916-455-2125

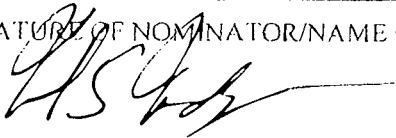
Mr. Katcho Achadjian  
Recently Retired  
California State Assembly, three Terms  
San Luis Obispo County  
222 E. Grand Avenue  
Arroyo Grande CA 93420  
e mail: katchoman@yahoo.com

Mr. Ron Cortez  
Vice-Chancellor, Administration and Business Services  
University of California, Irvine  
Phone: 949-824-0220  
e mail: recortez@uci.edu  
Local Santa Barbara Phone: 805-729-3731

# SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

<b>NOMINATION FOR REGULAR SPECIAL DISTRICT MEMBER</b> Return to: Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249	<b>LAFCO STAFF USE</b>  Date Received: _____
Please print in ink or type	
<b>POSITION SOUGHT:</b> Special District Member	
<b>NAME OF NOMINEE:</b> <u>Haren Jones</u>	<b>NAME OF DISTRICT:</b> <u>SY. CSD</u>
<b>MAILING ADDRESS:</b> <u>1120 Edison St</u> <u>Santa Ynez, CA 93416</u>	<b>TELEPHONE:</b> Home: <u>805 688-7786</u> Bus: _____ Cell: <u>805 295-0238</u> <u>245-0238</u> Fax: _____
<b>ADDITIONAL INFORMATION:</b> On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts. <u>Lifetime interest in civics. My father &amp; mother raised us to take an active part in our community. My interest in LAFCO was inspired by my father serving on the Kern County LAFCO, eventually becoming chairman. Marrying a man who is a multiple generation native born Santa Ynezman has re-inspired my desire to participate in responsible development of this special place I now call home. My children &amp; grandchildren live here. The beauty must be kept intact.</u>	
<b>SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:</b> <u>Bob D'Amico Board Director SYCSD</u>	

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;"><b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b></p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249</p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: _____</p>
<p>Please <u>print</u> in ink or type</p>	
<p>POSITION SOUGHT:                      Special District Member</p>	
<p>NAME OF NOMINEE:</p> <p style="font-size: 1.2em; margin-left: 40px;">DEBORAH MURPHY</p>	<p>NAME OF DISTRICT:</p> <p style="font-size: 1.2em; margin-left: 40px;">CARPINTERIA</p> <p style="font-size: 1.2em; margin-left: 40px;">SANITARY DISTRICT</p>
<p>MAILING ADDRESS:</p> <p style="font-size: 1.2em; margin-left: 40px;">5300 SIXTH STREET</p> <p style="font-size: 1.2em; margin-left: 40px;">CARPINTERIA, CA 93013</p>	<p>TELEPHONE:</p> <p>Home: _____</p> <p>Bus: <u>805-684-7214</u></p> <p>Cell: _____</p> <p>Fax: _____</p>
<p>ADDITIONAL INFORMATION: On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts.</p> <p style="font-size: 1.2em; margin-left: 40px;">SEE ATTACHED.</p>	
<p>SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT: <u>CARPINTERIA SANITARY</u></p> <p style="font-size: 1.5em; margin-left: 40px;"></p>	



Debbie Murphy  
Carpinteria Sanitary District

Though I am a fairly new director on the Carpinteria Sanitary District Board, I am not new to community work. I was honored when the CSD board invited me to apply for the LAFCO board seat.

As a Real Estate Broker since 1979, I have a good understanding of issues regarding real property and boundaries.

As a community volunteer, I have always participated in organizing events. I was a founding member of the California Avocado Festival in Carpinteria. I lead that initiative for 17 years from a concept to an effective organization that 30+ years later is still considered one of the best festivals in California.


I have been a Rotarian with the Carpinteria Morning Rotary club for over 12 years having served in all club positions including President. Being a member of the club has taken me to several other countries where I have participated in projects including assisting small villages in Mexico with having safe water for their communities and in India assisting with promoting immunizations to end Polio.

In addition, I was co-founder of the Carpinteria Farmer's Market, served on the building council of the Carpinteria Lion's Club, authored a column in the Coastal View for a year that brought awareness to our Franklin Trail, volunteer with Los Padres Forest Association to assist with fundraising for trails and trail maintenance, served as president of the Carpinteria Chamber of Commerce and board member and honored to be a recipient of the Carpinterian of the Year award.

I am a collaborator with everyone I serve with on committees or organizations. I ask how something can be moved forward and implemented when the consensus is to do so. I work to empower those around me so that work can be accomplished.

If elected to the LAFCO seat, you can count on me to be an effective board member who works effectively on behalf of the County of Santa Barbara.

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b> <i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249	LAFCO STAFF USE  Date Received: _____
Please print in ink or type	
POSITION SOUGHT:                      Special District Member	
NAME OF NOMINEE:  David Novis _____	NAME OF DISTRICT:  Summerland Sanitary District
MAILING ADDRESS:  P.O. Box 417  Summerland, CA 93067	TELEPHONE: Home: Bus:     805 969 - <del>3</del> 44 Cell: Fax:     805-969-5794
ADDITIONAL INFORMATION: On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts.  See attached information sheet	
SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:   <div style="text-align: right; margin-top: 10px;">Summerland Sanitary District</div>	

**David Novis**

**Summerland Sanitary District**

I have lived in Santa Barbara County since 1982. I built my house in Summerland in 1988. I have been a board member of Summerland Sanitary District since 2011.

I have a BA in English from the University of Connecticut in 1960 and a MBA in Marketing from City College of New York in 1966. After serving in the military, I was an advertising salesman in NYC for various magazines. I bought my first newspaper in 1975 in Princeton NJ and sold it in 1980.

I moved to Santa Barbara County in 1982 to take over a Goleta newspaper and its printing operation. Sold the newspaper called the Goleta Sun in 1988. Started a new newspaper in 1993 called the Goleta Valley Voice in 1997. I retired in the same year 1997 from newspaper publishing.

While running the two Goleta newspapers I was on the board for the Goleta Valley Chamber of Commerce as well as the UCSB foundation. In addition, I worked with Bob Braitman the former Executive Director of Santa Barbara LAFCO during those years as Goleta attempted three times to incorporate. Also, I covered news of Goleta Water, Goleta Sanitary and Isla Vista West Districts so I have full knowledge of how LAFO works with special districts as well as incorporating towns such as Solvang, Buellton and eventually Goleta.

I have volunteered for the Santa Barbara Advisory Committee for mental health and alcohol and drug problems as well as for the Santa Barbara County libraries.

I'm currently on the board for the Santa Barbara YMCA on Hitchcock serving in various capacities, including overseeing the Haley Street YMCA.

I have the unique experience of being an entrepreneur as well as working well with other people and organizations to provide end results for various projects.

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

**NOMINATION FOR ALTERNATE SPECIAL DISTRICT  
MEMBER**

*Return to:* Executive Officer  
Santa Barbara LAFCO  
105 East Anapamu Street, Room 407  
Santa Barbara CA 93101  
Or FAX to 568-2249

LAFCO STAFF USE

Date Received: \_\_\_\_\_

Please print in ink or type

POSITION SOUGHT:                      Alternate Special District Member

NAME OF NOMINEE:

Cynthia Allen

NAME OF DISTRICT:

Santa Ynez River Water

Conservation District

MAILING ADDRESS:

1217 Aster Lane

Lompoc, CA 93436

TELEPHONE:

Home: 805-736-2349

805-733-3417

Bus: \_\_\_\_\_

Cell: 805-570-0089

Fax: 805-733-2109

**ADDITIONAL INFORMATION:** On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member. This information will be distributed to all independent special districts.

Cynthia has been employed by Vandenberg Village Community Services District (VVCSD) for 25 years and has worked her way up from an entry level position to Administrative Services Manager, reporting directly to the General Manager. In 2014, she completed her Ph.D. in Public Policy and Administration. Her dissertation is entitled "A Quantitative Analysis of the Effect of Cash-4-Grass Programs on Water Consumption." She was appointed to the Santa Ynez River Water Conservation District Board of Directors in April 2015 and has been board president since March 2016.

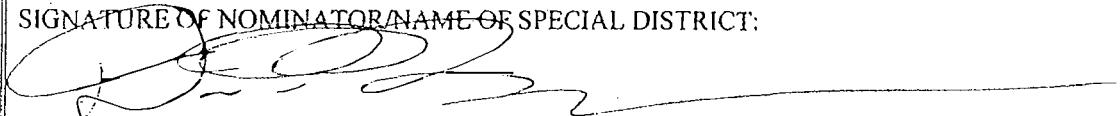
In her free time, Cynthia is an officer in the Rancho Purisima Chapter of the Daughters of the American Revolution, a board member for the non-profit Companion Animal Placement Assistance (CAPA), and she is a volunteer at the La PAWS Animal Shelter in Lompoc.

SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:

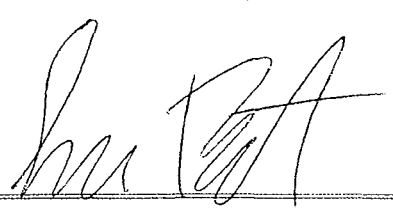
  
William J. Buelow, Secretary

Nominated by Motion and Vote of the Santa Ynez River Water  
Conservation District Board (5-0-0) on January 23, 2019.

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<b>NOMINATION FOR <u>ALTERNATE</u> SPECIAL DISTRICT MEMBER</b> <i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249	<b>LAFCO STAFF USE</b>  Date Received: _____
<b>Please print in ink or type</b>	
<b>POSITION SOUGHT:</b> Alternate Special District Member	
<b>NAME OF NOMINEE:</b>  DAVID P BEARD	<b>NAME OF DISTRICT:</b>  SYCSD
<b>MAILING ADDRESS:</b>  1193 OAK GLEN RD SANTA YNEZ CA 93460	<b>TELEPHONE:</b> Home: <del>805-729-3814</del> Bus: 805-693-1381 Cell: 805-729-3814 Fax: _____
<b>ADDITIONAL INFORMATION:</b> On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member. This information will be distributed to all independent special districts.	
<b>SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:</b>  	

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<b>NOMINATION FOR <u>ALTERNATE</u> SPECIAL DISTRICT MEMBER</b> <i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249	LAFCO STAFF USE  Date Received: _____
Please print in ink or type	
POSITION SOUGHT:                      Alternate Special District Member	
NAME OF NOMINEE:  <u>Spencer Brandt</u>	NAME OF DISTRICT: <u>Isla Vista</u> <u>Community Services District</u>
MAILING ADDRESS: <u>6829 Sabado Tarde Rd</u> <u>Isla Vista, CA 93117</u>	TELEPHONE: Home: _____ Bus: _____ Cell: <u>(559) 805-0733</u> Fax: _____
<p>ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member. This information will be distributed to all independent special districts.</p> <div style="text-align: right; margin-top: 10px;"> COUNTY OF SANTA BARBARA CLERK OF THE SUPERIOR COURT FEB 28 PM 1:02</div>	
SIGNATURE OF NOMINATOR/NAME OF SPECIAL DISTRICT:	

**Spencer Brandt**  
ivcsd@spencerbrandt.com  
(559) 805-0733

Greetings nominating officers,

I am honored to have been nominated by my colleagues to serve as the Alternate Commissioner representing Special Districts on the Santa Barbara County LAFCO. My name is Spencer Brandt, and I currently serve as President of the Isla Vista Community Services District. During my time on the inaugural Board of Directors, our District has formed and begun to provide services that range from additional law enforcement to community facilities management.

As the smallest unit of government in California, special districts are uniquely situated to provide quality services and are uniquely in-touch with the needs of their communities. It is important to me that LAFCO takes into account the unique circumstances and needs that districts and our communities have. As Alternate Commissioner, I want to be a bridge between district boards, your staff, and LAFCO in order to advocate for your needs when it comes to sphere of influence updates, annexations, and municipal service reviews.

Our agricultural resources are a tremendous asset to our region's economy, environment, and quality of life. I am a believer in smart growth policies that promote infill development, and preserve our prime agricultural land. As LAFCO's Ad Hoc Committee on Agricultural Policies prepares updates to existing agricultural policies, it will be very important to strike a balance that allows for growth and conservation.

I look forward to speaking more with each of you regarding my nomination.

Sincerely,

Spencer Brandt  
President, Isla Vista Community Services District



**Judith Ishkanian, Ph.D**  
**Director, Montecito Fire Protection District**  
**P.O. Box 5121**  
**Santa Barbara CA 93150**

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

**March 18, 2019**

Dear Directors,

By now, you have received the mail-in ballot to elect Commissioners to SBC LAFCO. Please vote for me, Judith Ishkanian, Director, Montecito Fire Protection District, for voting Commissioner. Why should you choose me from the long list?

1. Through the Special Districts Associations, I am very familiar with Santa Maria Public Airport District. I have toured the facility twice and attended meetings there. I know Hugh Rafferty, Chris Hastert and Veroneka Reade very well, and I invite them to attest to my record of service to Special Districts and LAFCO.
2. I am the only candidate who has served as Alternate Commissioner, 2017, and Commissioner, 2018. I have knowledge and experience at LAFCO.
3. I have been involved with Special Districts for 13 years, first as a director of the Montecito Sanitary District and now, since January, I am serving as a Director of the Montecito Fire Protection District, a nationally recognized Fire District. (See stamp on your envelope. Last fall, this stamp was inaugurated by the USPS at our fire station)
4. For thirteen years I have regularly attended SBC CSDA Chapter meetings. Eight of those years I served on the Board of Directors, including a year as President in 2016. I have visited many special districts, I know how vulnerable districts can be to Land Use policy, borders, jurisdiction.
5. I am comfortable with the requirements of voluminous reading and study. (see my resume in the LAFCO packet)

Thank-you for your consideration. I know the President, or delegated director, can vote in this election before the LAFCO deadline, even before your next Board meeting.



Judith Ishkanian, Candidate for LAFCO Commissioner



**Memorandum of Agreement  
Between Santa Maria Public Airport District &  
Uber Technologies, Inc.**

This Memorandum of Agreement (“Agreement”), is made and entered into by and between the Santa Maria Public Airport District (“District”) and Uber Technologies, Inc, a limited liability company organized and existing under the laws of the state of Delaware.

**Recitals:** In a good faith effort to provide transportation network company (“TNC”) service to the Santa Maria Public Airport (“Airport”), the District and Uber Technologies, Inc. agree to execute this Agreement to grant Uber Technologies, Inc. the ability to offer its online-enabled mobile application (“App”) on a non-exclusive basis at the Airport, and authorize TNC drivers the right and privilege to provide on-demand transportation services using TNC’s app at the Airport.

**Agreement:** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Upon execution of this Agreement and receipt of all required documentation and proof of compliance with the terms hereof (the “Commencement Date”), Uber Technologies, Inc. will be authorized to enable TNC services at the Airport for a period of one (1) year from the date of this Agreement (“Commencement Date”), unless revoked or cancelled as hereinafter provided.

2. Uber Technologies, Inc. shall pay to Airport, for the privilege of operating at the Airport, an amount equal to TWO DOLLARS AND FIFTY CENTS (\$2.50) per passenger pick-up or drop-off (“Per Trip Fee”) anywhere inside the geo-fence attached hereto as Exhibit A. Payment of the Per Trip Fee for the preceding month shall be made to the Airport no later than the twentieth (20th) day of the following calendar month. Payment of the monthly Per Trip Fee which is not received by the thirtieth (30th) day of the month shall be subject to a late charge of ten percent (10%) of the total payment due and unpaid (total amount of all Per Trip Fees due), which shall be added to the payment and the total sum shall become immediately due and payable to the Airport.

3. Uber Technologies, Inc. shall, no later than the thirtieth (30th) day of each calendar month, submit to the Airport a report stating the total number of drop-offs and pick-ups made at the Airport in the preceding calendar month (the “TNC Activity Report”).

The monthly report shall provide the following information for all individual pick-ups and drop-offs:

- a) Date and time and geographic location of individual pick-ups and drop-offs. Airport acknowledges that geographic location is subject to potential inaccuracies due to the GPS system; and
- b) Last four digits of TNC vehicle license plate number.

Uber shall maintain records and accounts relevant to Uber Technologies, Inc. ’s operation at the Airport. District may require Uber Technologies, Inc. , at its own expense, to have its records and accounts relevant to TNC operations at the Airport audited annually by an accountant licensed

by the State of California and approved in advance by the District, and to present said audit to the District within one hundred and twenty (120) days after receipt of the written request from the District, provided that the accountant shall enter into an appropriate non-disclosure and confidentiality agreement consistent with paragraph 9 of this Agreement. Any annual audit shall be based upon agreed-upon procedures in accordance with AT 201 and shall be designed to provide District with reasonable assurance of the completeness and accuracy of the Trips Fees reported by Operator to District. District may make its own audit of Uber Technologies, Inc. 's records and accounts once per quarter, if it so desires. If an audit conducted by the District or at the District's expense discloses an underreporting of Per Trip Fees by two (2) percent or more for any period, Uber Technologies, Inc. shall reimburse the District for the full cost of the audit. The District's rights under this subsection shall be in addition to any other rights or remedies the District may have.

The District shall have the right through its representative to inspect such relevant books and records as necessary to fulfill its rights under this audit provision.

District further reserves the right to examine all such books and records in accordance with this audit provision at any time during a one (1) year period following the termination of this Agreement.

4. In connection with its operations at the Airport, Uber Technologies, Inc. shall comply with all applicable local, state, and federal laws, rules, regulations, and procedures of federal, state and local governments, and in addition shall comply with Federal Aviation Administration, Transportation Security Administration, or successor agencies, governing conduct on and operations at the Airport. Prior to issuance of this Agreement, Uber Technologies, Inc. shall provide the Airport with a copy of its current CPUC permit and certify that it has met all CPUC safety requirements.

5. All TNC drivers and vehicles, upon entering Airport property and during transport of an Airport charge, shall be covered by automobile liability insurance of no less than \$1,000,000 per occurrence to cover bodily injury and property damage claims arising from a participating driver using a vehicle in connection with TNC services, including uninsured and underinsured motorists coverage during the period when the driver is in the act of transporting a passenger.. Airport and the District, its officers, employees and agents shall be additional insureds under the automobile liability policy maintained by Uber Technologies, Inc. As a condition precedent to this Agreement becoming effective, Uber shall submit copies of all certificates of insurance and additional insured endorsements required by this Agreement to the District. After Initial Term, Uber Technologies, Inc. shall furnish Airport upon request, copies of a certificate of insurance and additional insured endorsement.

6. Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on the Airport property that will be used to substitute for a tangible Airport transponder. The digital decal will allow the Airport, at any and all times, to confirm the following information for any TNC driver using the app while operating at the Airport:

- a) TNC driver identity and color photo;
- b) Vehicle make and model;
- c) License plate number;

- d) Certificates of insurance in accordance with state law;
- e) An electronic waybill.

7. No TNC vehicle shall stage prior to receiving a trip request on Airport property. TNC vehicles shall only enter Airport property as dispatched by the App in connection with a passenger pick-up or drop-off. Staging and pick-up areas on Airport property may be regulated further at the discretion of the District. Pick-up areas are as follows:

- a) 3025 Airpark Dr, Santa Maria, CA 93455 (Museum of Flight)
- b) 3249 Terminal Dr, Santa Maria, CA 93455 (Passenger Terminal)
- c) 3455 Airpark Dr, Santa Maria, CA 93455 (Radisson)
- d) 3940 Mitchell Rd, Santa Maria, CA 93455
- e) 4000 S Blosser Rd Santa Maria, CA 93455
- f) 1211 Citation Ct, Santa Maria, CA 93455

8. All TNC vehicles shall post or display signage or trade dress displaying TNC's name and/or logo, which must be shared with the Airport prior to the commencement of operations, in the interior of the TNC vehicle. No TNC vehicle shall display any other signage on the exterior.

9. Any information that Uber Technologies, Inc. makes available to Airport pursuant to this Agreement is deemed to be confidential and proprietary information ("Confidential Information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without Uber Technologies, Inc.'s express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that Airport notifies Uber Technologies, Inc. of such requirement promptly prior to disclosure, and provided further that Airport makes diligent efforts to limit disclosure pursuant to any available basis set forth in the California Public Records Act, Cal. Govt. Code sections 6250 *et seq.*, or any other applicable law. If District receives a third-party request for Confidential Information Uber Technologies, Inc. shall be promptly notified prior to disclosure. If District is required to release any Confidential Information the District shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and any final judgment requiring the Confidential Information to be released.

10. Uber Technologies, Inc. agrees to defend, indemnify and hold harmless the District and its officers and employees from and against all third-party suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs, attorney fees, and expenses of whatever kind or nature, known or unknown, contingent or otherwise, brought against the District because of injuries or damages sustained by any person, persons or property arising out of or resulting from a breach of this Agreement by Uber Technologies, Inc., or Uber Technologies, Inc.'s negligent acts or omissions at the Airport. Notwithstanding the foregoing, Uber Technologies, Inc. shall have no obligation under this paragraph for claims arising out of or related to (a) a willful, reckless, or negligent act or omission of District or its officers, directors, agents, and employees, or (b) any allegation related to the District's authority to enter this Agreement or District's enforcement of this Agreement. The foregoing indemnification obligation is contingent upon District providing Uber Technologies, Inc. with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Uber Technologies, Inc. will not settle or compromise any claim without written

consent of District, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Uber Technologies, Inc. 's expense, in the defense and settlement of a claim.

11. This Agreement shall be effective on the Commencement Date and shall be in effect for a period of one (1) year thereafter ("Initial Term"). After the Initial Term, the term of this Agreement shall automatically convert to a thirty (30) day, month-to-month term, unless a Party sends a written notice of termination to the other Party at least thirty (30) days prior to the end of the then current term.

12. Each Party shall have the right to terminate this Agreement at any time without cause upon the delivery to the other party of at least thirty (30) days' prior written notice.

13. Uber Technologies, Inc. shall be in default under this Agreement if (i) Uber Technologies, Inc. fails to keep, perform or observe any of the terms set forth in this Agreement after receiving written notice of such failures from District and being provided a reasonable opportunity to cure such failures; (ii) Uber Technologies, Inc. fails to pay any Per Trip Fees within seventy-two (72) hours after a late fee is triggered as set forth in paragraph 2; or (iii) fails to submit any reports required in this Agreement when due. If Uber Technologies, Inc. is in default under this paragraph 13, the Airport may elect to allow this Agreement to continue in full force and effect and to enforce all of the Airport's rights and remedies hereunder, or terminate this Agreement immediately, without prejudice to any other remedy or right of action, upon giving such applicable notice, if any.

14. The following activities are prohibited by TNC drivers while operating under this Agreement (i) transporting passengers for hire on Airport property without using the mobile App; (ii) parking or standing while waiting for a passenger match while on Airport property, including, but not limited to, Airport parking lots or roads, (iii) leaving a vehicle unattended; (iv) failing to immediately comply with requests from Airport staff or Law Enforcement, to see proof of insurance, license and registration, prearranged waybill or confirmation that the App is activated while on Airport property or within the geo-fence identified on Exhibit A; and (v) solicitation of passengers on Airport property without a prearranged waybill.

15. This Agreement is made under and shall be governed by the laws of the state of California, without regard to conflicts of laws or principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Santa Barbara County, California.

**IN WITNESS WHEREOF**, District has caused this Agreement to be executed by the District, and Uber Technologies, Inc. has caused the same to be executed by its appropriate and authorized officer.

**Dated: April 11, 2019**

**Approved as to form on behalf of District:**

**DISTRICT:**

\_\_\_\_\_  
Chris Hastert, General Manager

\_\_\_\_\_  
Hugh Rafferty, President

Approved as to form:

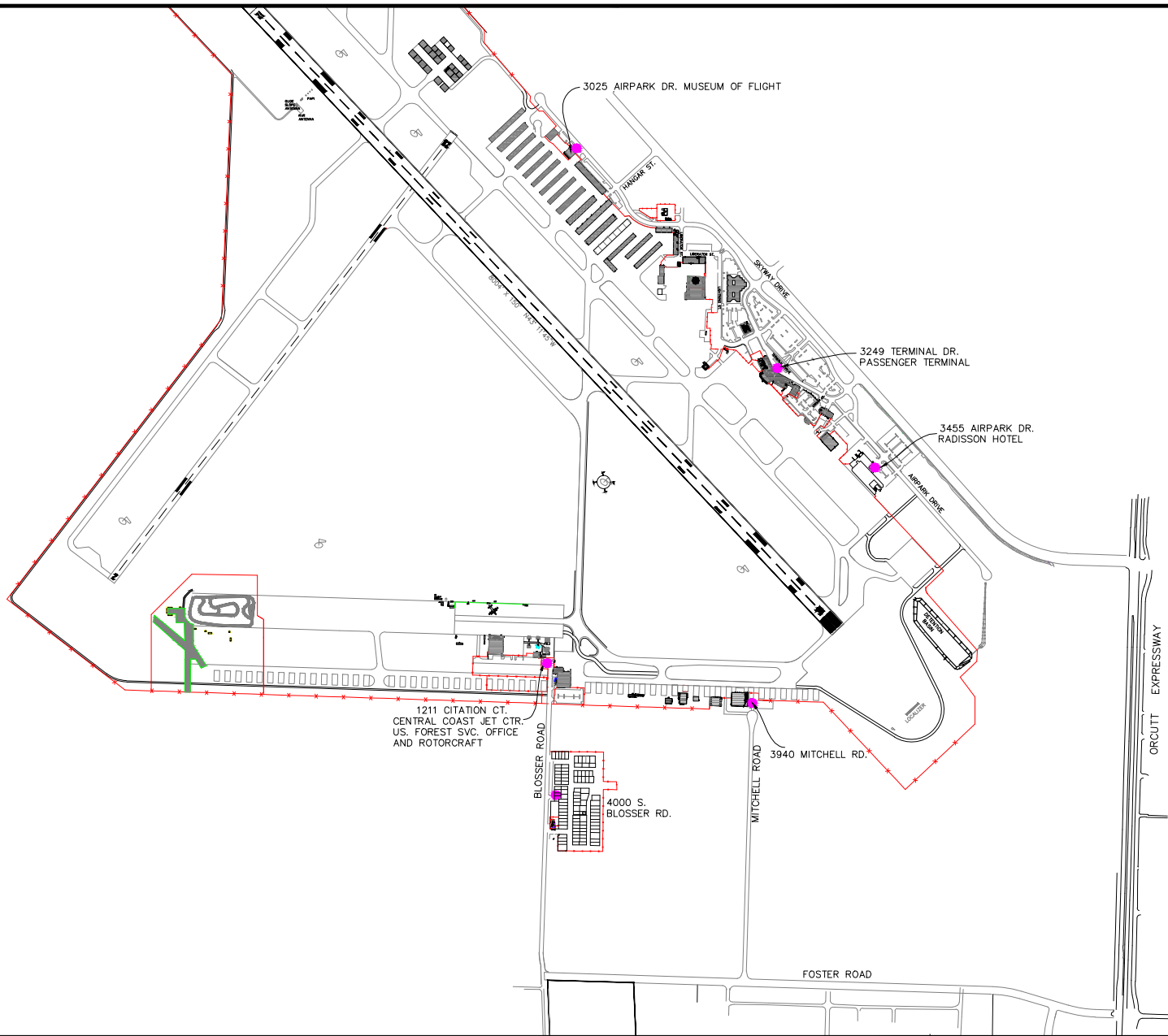
\_\_\_\_\_  
Carl Engel, Secretary

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

**Uber Technologies, Inc.:**

\_\_\_\_\_  
Tom Maguire  
Director, Head of West US-Rides

Date: \_\_\_\_\_



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



UBER PICK UP/DROPOFF  
LOCATIONS

UBER PICK UP &  
DROP OFF  
LOCATIONS

NOTE:

THIS DRAWING IS FOR PLANNING  
PURPOSES ONLY AND IS NOT INTENDED  
FOR NAVIGATIONAL PURPOSES.

THE CONTENTS OF THIS PLAN DO NOT  
NECESSARILY REFLECT THE OFFICIAL  
VIEWS OR POLICY OF THE FAA.  
ACCEPTANCE OF THIS DOCUMENT BY THE  
FAA DOES NOT IN ANY WAY CONSTITUTE  
A COMMITMENT ON THE PART OF THE  
UNITED STATES TO PARTICIPATE IN ANY  
DEVELOPMENT DEPICTED



0 50 100  
SCALE IN FEET

DATE	BY	NOTES
8/25/17	RH	

Date: 8/25/2016  
Drawn By: Ray Heath

DRAWING NUMBER  
UBER  
LOCATIONS

# **\*OFFICIAL ADMINISTRATIVE CODE OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT**

## **ARTICLE I**

### **ORGANIZATION AND DUTIES OF THE BOARD OF DIRECTORS**

#### **Section 1. General**

All powers, privileges and duties vested in or imposed upon the District by law or the California Airport District Act shall be exercised and performed by the board of directors except as such board shall delegate executive, administrative and ministerial powers to officers and employees of the District. The executive officers shall consist of the president, vice-president, secretary, and vice-secretary. The president, vice-president, secretary, and vice-secretary shall serve for a one-year term as provided below.

#### **Section 2. Regular Meetings**

Regular meetings of the board of directors will be held at 7:00 P.M. on the second and fourth Thursdays of each month.

#### **Section 3. Regular Meeting Place**

Regular meetings of the board of directors shall be held in the Airport Boardroom of the District's administrative office, 3217 Terminal Drive, Santa Maria, California. Special meetings or adjourned regular meetings of the board of directors shall be held at any appropriate location within the boundaries of the District, except as otherwise provided by Section 54954 of the California Government Code as it now or may hereafter be constituted.

It is the policy of the District that directors attend regular and special meetings of the board of directors in person. Except as otherwise approved by the President in advance to accommodate extraordinary circumstances (natural disaster, illness/injury, other similar situations), the use of teleconferencing by directors to attend meetings of the board of directors is prohibited. Requests for approval to attend a meeting by teleconference shall be submitted to the President in a sufficient amount of time in advance of the meeting that will allow staff to satisfy the agenda requirements of California Government Code 54953(b)(3).

#### **Section 4. Special Meetings**

Special meetings of the board of directors may be called by the president of the board or by any three members of the board in the manner set forth in Sections 54950 et seq. of the California Government Code as they are now or may be hereafter constituted.

### **Section 5. Organizational Meetings**

The board of directors shall hold an organizational meeting at the first regular meeting of the directors in December of each year, at which the board of directors shall elect a president, vice-president, secretary, and vice-secretary of the District, each to hold office for a term of one (1) year and until his or her successor has been elected and qualified.

### **Section 6. Appointment of Staff Personnel**

The board of directors shall appoint the following staff personnel and fix their compensation:

- (1) General Manager/Auditor
- (2) District Counsel

### **Section 7. Quorum**

A quorum of the board of directors consists of the presence of three directors at a particular meeting.

### **Section 8. Conduct of Meetings**

Meetings of the board of directors shall be presided over by the president of the District and in his/her absence the vice-president of the District. If neither the president nor the vice-president is present at a particular meeting, the members present shall, by majority vote, elect a president pro tem who shall preside at the meeting. If at a particular meeting the secretary or vice secretary is not present, the members shall, by majority vote, elect a secretary pro tem for the meeting. Whenever a president pro tem or a secretary pro tem is required, they shall sign and countersign all documents concerning said meeting (such as minutes and resolutions) in the place and stead of the president and secretary.

At all meetings of the board of directors, action upon motions shall be by voice vote unless the presiding officer or any director present requires a roll call. Action upon all resolutions of the board shall be by roll call.

Minutes of the deliberations of the board of directors shall be such as to fairly represent the action taken and not verbatim. A director may, however, make a specific request that a particular remark by him/her on a subject be entered into the minutes verbatim. Any written communication in the possession of any director which in his/her opinion should be included in the minutes of the board of directors shall, at his/her request, be entered into the minutes verbatim.

The presiding officer at a meeting of the board of directors is specifically given the power to vote upon any and all matters brought before the board, move the adoption of any matter before the board, or second such a motion.



Except as has been otherwise provided above, the deliberations of the board of directors shall be in accordance with Roberts Rules of Order, or such other procedural rules as the board may determine.

### **Section 9. Additional Powers of the Board of Directors**

The board of directors, whenever it considers it to be to the advantage of the District, shall cause the following acts to take place (either directly or by delegation) for and on behalf of the District:

- (a) Sue and be sued, except as otherwise provided by law, in all actions and proceedings in all courts and tribunals of competent jurisdiction.
- (b) Adopt a seal and alter it at pleasure.
- (c) Provide and maintain public airports and landing places for aircraft.
- (d) Acquire by purchase, condemnation, donation, lease, or otherwise, real or personal property necessary to the full or convenient exercise of any of its powers or purposes.
- (e) Improve, construct or reconstruct, lease, furnish or refurnish, use, repair, maintain, control, sell or dispose of the property of the District, including any buildings, structures, all other equipment and facilities necessary therefor.
- (f) Subject to necessary approval of the Federal Aviation Administration, sell property of the District which, in its opinion, is not needed for the District's affairs.
- (g) Employ legal counsel in addition to its district counsel and provide all necessary custodians, employees, engineers and attendants for the proper maintenance of the property of the District and the conduct of the affairs of the District for any of its purposes.
- (h) Incur indebtedness, issue bonds or other evidence of the indebtedness and refund or retire any indebtedness of the District.
- (i) Levy and collect taxes for the purpose of operating the District and paying its obligations as permitted under California laws.
- (j) Make contracts, employ labor and do all acts necessary or convenient for the full exercise of any of the powers of the District.
- (k) Adopt rules as required governing the use of the District's facilities.
- (l) Charge and collect fees, tolls and rentals for the use of all or a part of the aerial facilities of the District at such rates as, so far as possible, will produce revenues

sufficient to pay the operating expenses of the District. Provide for repairs and depreciation of the properties of the District and pay interest on the indebtedness of the District.

(m) At any regular meeting remove from office the president or vice-president by the affirmative vote of at least four (4) directors, provided a director had placed the matter of the consideration of such removal on the agenda of the meeting at which it is to be considered at least 14 days prior to the meeting date. Upon such removal, the board of directors shall elect a new president or vice-president by majority vote who, upon such election and his/her qualifications for office, shall hold such office until the next organizational meeting of the board of directors and until his/her successor has been elected and qualified for office. At any regular meeting the board remove from office the secretary or vice-secretary of the District by the affirmative vote of at least three (3) directors, provided a director had placed the matter of the consideration of such removal on the agenda of the meeting at which it is to be considered at least 14 days prior to the meeting date. Upon such removal, the directors shall elect a new secretary or vice-secretary, by majority vote who, upon such election and his/her qualifications for office, shall hold said office at the pleasure of the board and until his/her successor has been elected and qualified for office.

#### **Section 10. Directors' Relations with Staff**

The board of directors and its members shall deal with the administrative staff and services of the Santa Maria Public Airport District only through the general manager or the representative designated by the general manager in his/her absence, except for the purpose of inquiry. Neither the board of directors nor any member thereof shall give orders or directions to any subordinate of the general manager. The general manager, district counsel, district engineer and manager of finance & administration shall take their orders and instructions from the board of directors only when sitting in a duly held meeting of the board of directors. No individual director shall give orders or instructions to the general manager, district counsel, district engineer, or manager of finance & administration unless such order or instruction is by order or resolution of the board of directors adopted at a duly constituted meeting.

#### **Section 11. Board Action Required**

(a) All action of the District shall be taken by the board. No individual board member shall represent a policy as the District's policy, unless said policy has been determined by the board.

(b) The board of directors, acting as a board, shall be the policymakers of the District, establishing policy after receiving necessary information from staff and other persons as deemed necessary.

## **Section 12. Board Committees**

(a) The board of directors may select two members of the board to serve on ad hoc committees to represent the district and/or provide recommendations to the full board for consideration on specific issues as directed and determined by the board. The ad hoc committee meetings shall not constitute a “meeting” under the California Brown Act.

(b) For purposes consistent with Public Utilities Code §22407, any committee member duly participating in a sub-committee meeting shall be entitled to receive compensation not to exceed one hundred dollars (\$100) per meeting, consistent with PUC §22407, plus such other necessary expenses permitted by said statute.

## **Section 13. Outside Communications**

(a) The board of directors assign the role of outside communications to the general manager. Board members shall not individually coordinate or act as an official representative of the District unless authorized by the full board in a duly constituted meeting or during a scheduled ad hoc committee meeting.

## **Section 14. Censure Policy and Procedure**

### **(a) Background**

The Board of Directors of the Santa Maria Public Airport District has a strong commitment to ethics. The public expects and must receive the highest standards of ethics from all of those in public service. In order to be able to enforce conformance to its ethical policies, the Board must have a procedure by which it can censure its own members for violation of its policies or Administrative Code.

### **(b) Purpose**

This Policy and Procedure is intended to provide the mechanism by which the Board, acting as a whole, can discipline and punish any of its members who violate state or federal laws applicable to the District or for violation of the Board Policies or Administrative Code of the Board.

### **(c) Policy**

It is the Policy of the Board that all of its members shall abide by federal and state law that are applicable to members of the Board, as well as to Board Policies or the Administrative Code. Violation of such laws, policies, or code tends to injure the good name of the District and undermine the effectiveness of the Board as a whole. Such conduct is deemed to be a dereliction of duty.

Censure is a formal resolution of the Board officially reprimanding one of its members. Censure is an appropriate punitive measure when the violation of law or policy is deemed by the Board to be a serious offense.

In order to protect the overriding principle of freedom of speech, the Board shall not impose "censure" on any of its members for the exercise of his or her First Amendment rights no matter how distasteful the expression was to the District and Board.

In order to ensure the right to a fair jury trial, the Board shall not impose "censure" on any of its members for the violation of any law while criminal charges are pending. However, when the criminal proceedings are final, the Board need not be bound by the conclusions of the Court and may hold a "censure" hearing.

(d) Procedure

1. A request for a "censure" hearing must be submitted to the general manager in writing by no less than two members of the Board. The request must contain the specific charge(s) on which the proposed censure is based and the written material(s) which are the basis for the charge(s).
2. A copy of the request for censure and the charge(s) shall be sent by the general manager's office to all the members of the Board at least five (5) business days prior the Board meeting at which it will be considered. The request and charge(s) shall be agendized in accordance with the Brown Act for the meeting of the Board.
3. The Board shall determine that either:
  - a. Further investigation of the charges is required; or
  - b. The matter is to be set for public hearing; or
  - c. No action is required.
4. Further investigation, if required, shall be done by an ad hoc Committee appointed by the Board President. If the Board President is the subject of the request, the Committee shall be formed by the Board Vice-President.
5. If the matter is set for public hearing, it must be set no sooner than the next regularly scheduled Board meeting following the Board's determination under Section 3 of these procedures in order to give the accused member adequate time to prepare a defense.
6. At the public hearing, the member of the Board subject to the request shall be given the opportunity to respond to the request and to provide the Board information and material(s) relevant to the charge(s). The proponents of the request may also respond to the presentation and members of the Board may ask questions pertaining to the matter at hand. The member subject to the charge(s) may be represented at his or her own personal expense and may have the representative speak on his or her behalf.

7. A decision to censure requires the adoption of a Resolution making findings with regard to the specific charge(s), based on substantial evidence, and approved by a two-thirds vote of the Board.

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

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

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and ARCHITECT'S CONSULTING SERVICE ("Architect") agree to amend the Agreement effective April 11, 2019 as follows:

1. **TIME OF PERFORMANCE.** The time to complete the services is extended from January 1, 2019 to June 30, 2019.

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

Dated: April 11, 2019

DISTRICT:

Approved as to content for District

SANTA MARIA PUBLIC AIRPORT DISTRICT

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

\_\_\_\_\_  
Hugh Rafferty, President

Approved as to form for District

\_\_\_\_\_  
Carl Engel, Secretary

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District Counsel

ARCHITECT'S CONSULTING SERVICE:

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Richard N. McKenzie, President