



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

**Thursday
July 8, 2021**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [820 6332 8775](https://zoom.us/j/82063328775)
Meeting Password: 3217
7:00 P.M.**

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

- 1. MINUTES OF THE REGULAR MEETING HELD JUNE 24, 2021.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 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 public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

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

Computer and Mobile: Click the “raise hand” button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

7. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND CENTRAL COAST TECHNOLOGY FOR BANNER TOWING.**
9. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXCLUDE EMPLOYEE VACATION EARNED DURING THE COVID-19 STAY AT HOME ORDER FROM THE MAXIMUM ACCRUAL RESTRICTION IN SECTION 4.10 OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT PERSONNEL MANUAL.**
10. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10, APN 111-231-11, AND APN 111-231-17 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
11. **DIRECTORS’ COMMENTS.**
12. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD JUNE 24, 2021

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

1. MINUTES OF THE REGULAR MEETING HELD June 10, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held June 10, 2021. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty and Baskett voted "Yes". Director Adams abstained.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – The committee met with the City for a quarterly update.
 - 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 notified the Board of the meetings he attended at the Routes Americas conference. He also attended a meeting with the FAA, and the joint meeting of the EDC and the Chamber of Commerce.
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 069098 through 069157 in the amount of \$446,286.55 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".
 - b) Budget to Actual. Received and filed.
 - c) Financial Statements. Received and filed.
5. DISTRICT COUNSEL'S REPORT. Nothing to report.

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

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No one requested to speak.

7. Discussion and direction to staff regarding in person meetings. Discussion was held and direction was given to authorize the President to review guidelines moving forward and decide on an appropriate time to return to in-person meetings.
8. Review and approval of the Budget for fiscal year 2021-2022. Director Adams made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
9. Authorization for two staff members to attend the 2021 Allegiant Airport Conference to be held September 28-30, 2021, in Las Vegas, NV. Director Rafferty made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
10. Authorization for one individual to attend the CSDA Annual Conference and Exhibitor Showcase. Director Brown made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted “Yes”.
11. CLOSED SESSION. At 7:59 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10 and APN 111-231-11, APN 111-231-17(Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444

At 8:09 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

12. DIRECTORS' COMMENTS: Directors Rafferty, Adams and Baskett had no comment.

Director Brown would like to discuss the removal of pay phones at a later meeting.

13. ADJOURNMENT. President Brown asked for a Motion to adjourn to a Regular Meeting to be held on July 8, 2021, at 7:00 p.m. via a virtual meeting. Director Rafferty made that Motion, Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:11 p.m. on June 24, 2021.

Steve Brown, President

Hugh Rafferty, Secretary

2020-2021

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069158 to 069192 and electronic payments on Pacific Premier Bank and in the total amount of \$113,337.69.

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 069158 to 069192 and electronic payments on Pacific Premier Bank in the total amount of \$113,337.69 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JULY 8, 2021.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069158	6/25/2021	AAAE	450.00	Airport Training
* 069159	6/25/2021	Advantage Answering Plus	308.29	Answering Service
* 069160	6/25/2021	Aflac	277.56	Voluntary Ins. - Employee
* 069161	6/25/2021	American Industrial Supply	47.74	Safety Equipment
* 069162	6/25/2021	AT&T	190.91	Phone Service
* 069163	6/25/2021	B&B Steel & Supply	146.06	Maintenance
* 069164	6/25/2021	Bomar Security	976.00	Security Service
* 069165	6/25/2021	Central City Tool	108.64	Small Tools
* 069166	6/25/2021	CED	1,128.51	Lighting Maintenance
* 069167	6/25/2021	Clark Pest Control	666.00	Weed/Vector Control
* 069168	6/25/2021	Frontier Communications	610.21	Telephone Service
* 069169	6/25/2021	Ray Heath	3,575.20	Consulting Service
* 069170	6/25/2021	Home Depot	589.13	Building Maintenance
* 069171	6/25/2021	J B Dewar, Inc	720.96	Fuel Expense - Gas/Diesel
* 069172	6/25/2021	Mission Uniform Service	323.50	Uniform Service
* 069173	6/25/2021	Quadient	403.63	Postage Meter Lease
* 069174	6/25/2021	Outdoor Supply Hardware	469.90	Hardware & Supplies
* 069175	6/25/2021	Principal Financial Group	2,602.39	Dental, Life, Disability, Vision
* 069176	6/25/2021	Sousa Tire Service	599.82	Vehicle Tires
* 069177	6/25/2021	South Coast Emergency	840.00	Heavy Equip.Maint.- Mechanical
* 069178	6/25/2021	Tri-Counties Plant Service	275.00	Interior Plants Maint.
* 069179	7/1/2021	CED	33.84	Lighting Maintenance
* 069180	7/1/2021	Clark Pest Control	333.00	Weed/Vector Control
* 069181	7/1/2021	Fence Factory	326.25	Fencing & Gates
* 069182	7/1/2021	Frontier Communications	207.83	Telephone Service
* 069183	7/1/2021	J C Beasley Enterprises	105.00	Fencing & Gates
* 069184	7/1/2021	Los Padres Fire Protection	19,367.06	ARFF Firefighting Foam

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 069185	7/1/2021	Mission Uniform Service	161.75	Uniform Service
* 069186	7/1/2021	Napa Auto Parts	45.08	Auto parts
* 069187	7/1/2021	Outdoor Supply Hardware	227.69	Hardware & Supplies
* 069188	7/1/2021	Rabbit Office Automation	44.94	Copy Fees
* 069189	7/1/2021	Safety-Kleen	5,870.00	Disposal of Contaminated Foam
* 069190	7/1/2021	James Schroeder	250.00	Lease Termination Refund
* 069191	7/1/2021	Verizon Wireless	860.78	Mobile Devices
* 069192	7/1/2021	Western Tree Service	2,775.00	Tree Removal
Subtotal			<u>\$ 45,917.67</u>	
ACH	6/22/2021	CalPERS	5,453.26	Employee Retirement
ACH	6/24/2021	Paychex	26,099.22	Payroll
ACH	6/25/2021	Paychex	184.46	Paychex Invoice
ACH	6/25/2021	Mass Mutual	5,327.23	Employee Paid Retirement
ACH	6/25/2021	Paychex	5,379.33	Payroll Taxes
ACH	6/28/2021	Umpqua Bank	14,847.15	Office&Computer Supplies, Travel
ACH	7/1/2021	Paychex	8,536.00	Payroll Taxes
ACH	7/2/2021	Pacific Premier Bank	1,427.34	Credit Card Fee
ACH	7/2/2021	Paychex	166.03	Paychex Invoice
Subtotal			<u>\$ 67,420.02</u>	
Total			<u><u>\$113,337.69</u></u>	



July 8, 2021

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

Subject: Authorization for tuition reimbursement for one staff member
Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Carla Osborn. Ms. Osborn has completed and passed this course at Embry-Riddle Aeronautical University.

Budget

Course	Tuition	Books	Total
Intro to Environmental Science	\$1,346.00		\$1,346.00

Overall Impact

Approved 2021-2022 Budget for Education	\$17,600.00
Previously Approved for Education	0
Current Balance for Education	17,600.00
Amount of this Request	1,346.00
Balance Remaining if Approved	16,254.00

Recommendation

I recommend we repay Mrs. Osborn. The District will benefit as a result of additional training and these classes will assist the Operations Officer's pursuit of her bachelor's degree.

Sincerely,

Veroneka Reade
Manager of Finance & Administration



Carla Osborn
[REDACTED]

Account No: 2513380
Statement Print Date: 6/30/2021 16:04 PM
Statement From/To Date: 5/3/2021 To 7/30/2021

Charges				
Date Posted	Term	Item Description	Amount	Currency
05/25/2021	Worldwide 2021-07 July	SGA Fee	5.00	USD
05/25/2021	Worldwide 2021-07 July	WW Tuition Undergrad	1,341.00	USD
Total Charges:			1,346.00	

Payments				
Date Posted	Term	Item Description	Amount	Currency
Total Payments:			.00	

Refunds				
Date Posted	Term	Item Description	Amount	Currency
Total Refunds:			.00	

Financial Aid				
Date Posted	Term	Item Description	Amount	Currency
Total Financial Aid:			.00	

Net Total for Statement Date Range: 1,346.00

Charges are based on your home campus published rates. Residential and Worldwide students are only eligible for your campus specific rates regardless of modality.

Embry-Riddle will not provide refunds of tuition or fees due to suspension, modification, or cancellation of operations resulting from an act of God, strike, riot, disruption, health or safety emergency, or for any other reason beyond the control of the University.

Daytona Beach Campus:
1 Aerospace Boulevard
Daytona Beach, FL 32114
386-226-6285

Prescott Campus:
3700 Willow Creek Rd.
Prescott, AZ 86301
928-777-3726

Worldwide Campus:
Campus of Attendance
386-226-6280

EMBRY-RIDDLE

Aeronautical University

Name: Osborn,Carla

ID: 2513380

Term: Worldwide 2021-04 April

Cumulative GPA: 4.000

Class	Course Title	Units	Grade
PHYS 142	Intro to Environmental Science	3.00	A

REVOCABLE PERMIT AGREEMENT
BANNER TOWING

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 30th day of June 2021;

BY AND BETWEEN

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district organized pursuant to Public Utilities Code Sections 22001, et seq., hereinafter referred to as "District";
and
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 June 1, 2021 through May 31, 2022 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: July 8, 2021

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By _____
Steve Brown, President

Approved as to form
for District:

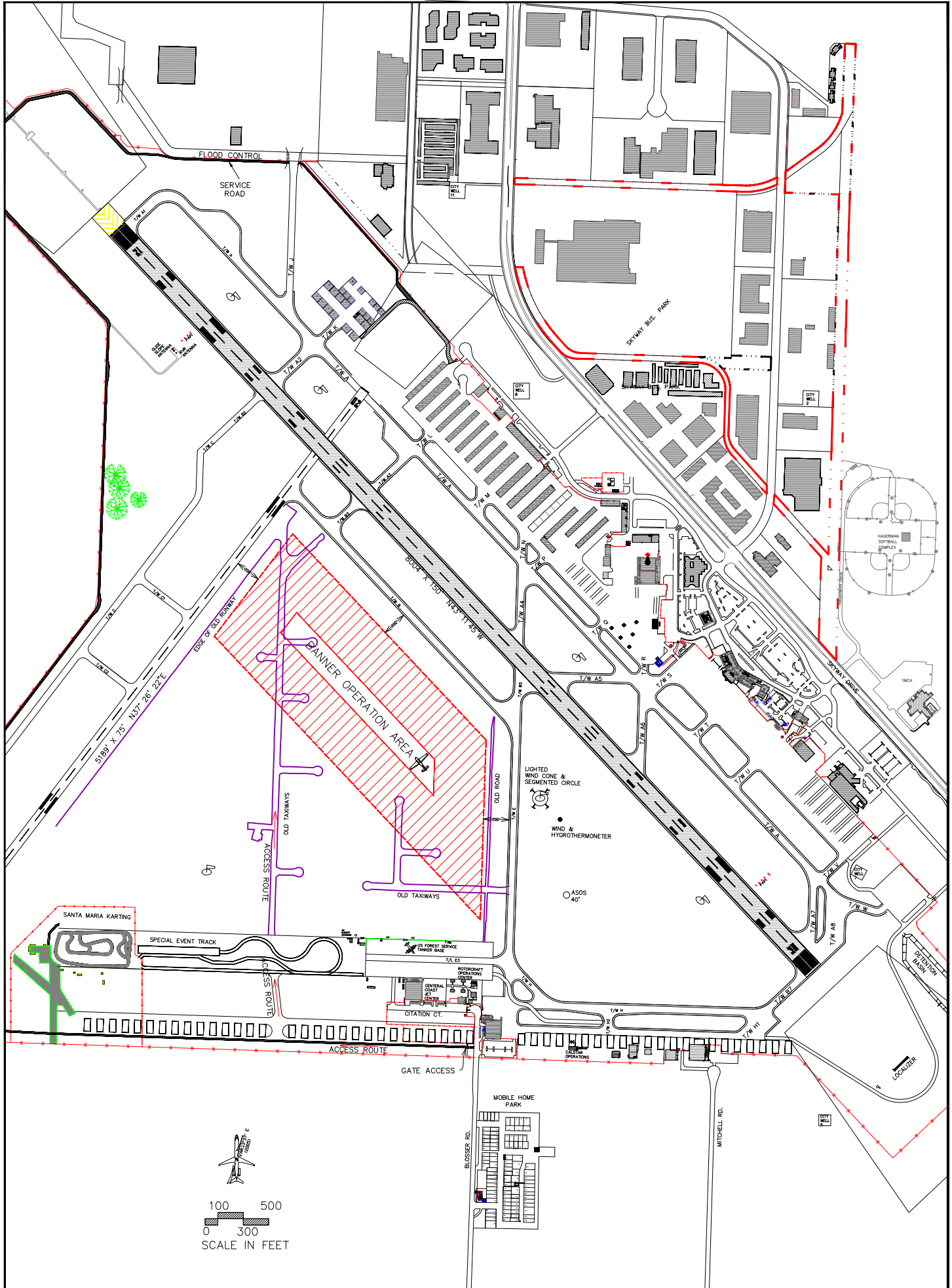
By _____
Hugh Rafferty, Secretary


District Counsel

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

By _____
Shawn Knight, CEO

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 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				



July 8, 2021

Item 9
7-8-21

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

Subject: Employee Vacation Accrual

Recommendation:

Staff recommends that the Board of Directors authorize the General Manager to exclude employee vacation earned during the COVID-19 Stay at Home Order from the maximum accrual restriction in section 4.10 of the Santa Maria Public Airport District personnel manual for a period of two (2) years.

Discussion:

Section 4.10 of the Santa Maria Public Airport District personnel manual states:

“Vacation accruals may not exceed twice an employee’s annual entitlement without approval by the Board of Directors. When an employee reaches the maximum accrual he/she shall cease earning vacation. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.”

Due to the circumstances regarding COVID-19 stay at home order and restrictions, normal employee vacation opportunities were limited. Staff recommends excluding those vacation hours earned during the COVID-19 stay at home order from the maximum accrual restriction for a period of time not to exceed two (2) years.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic.

Chris Hastert, CM
General Manager