



SANTA MARIA

PUBLIC AIRPORT DISTRICT

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SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS

Monday
April 11, 2016

Administration Bldg.
Airport Boardroom
3:00 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: Engel, Rafferty, Lahr, Adams, Baskett

1. MINUTES OF THE REGULAR MEETING HELD MARCH 28, 2016.
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. (Ray Biering and Joshua George)**
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 CONTRACT WITH ARCHITECTS CONSULTING SERVICE FOR ROOF REPAIR AND CONSTRUCTION ADMINISTRATION FOR THE DISTRICT OFFICE, TERMINAL BUILDING AND FIRE STATION ROOF PROJECTS.**
8. **STUDY SESSION/BUDGET DISCUSSION-REVENUE GENERATING LAND/NON AVIATION AREA**
9. **REVIEW AND DISCUSSION OF THE CURRENT CAPITAL BUDGET ITEMS.**
10. **CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):**
 - a. **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8)**
 - b. **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 4100 Foxenwood Lane. (Gov. Code Section 54956.8)**
 - c. **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1000 Foster Rd. (Gov. Code Section 54956.8)**
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MARCH 28, 2016

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular place at 3:00 p.m. Present were Directors Engel, Lahr, Rafferty, Adams and Baskett, General Manager Hastert, Manager of Finance and Administration Reade, and District Counsel George.

1. MINUTES OF THE REGULAR MEETING HELD MARCH 14, 2016.

Director Adams made a Motion to approve the Regular Meeting Minutes held March 14, 2016. Director Rafferty 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. General Manager Hastert is in touch with Coffman & Associates and Tartaglia Engineering to setup the first Planning Advisory Committee meeting for the Master Plan.
- b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
- c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
- d) CITY & COUNTY LIAISON – Mr. Hastert, Director Lahr and Director Engel had a joint meeting with city officials. The city is excited about arrests that were made for various crimes in Santa Maria. Development of the Enos Ranchos Project was discussed. There was discussion on the H-2A Housing project. The city went through a goal setting exercise. Some of the goals included reducing gang violence, fixing the old library, economic development and creating jobs and bringing a four-year university to Santa Maria. There is a possibility of grant funding for the current DMV property. City extensions are changing and the Economic Development Committee is currently restructuring.
- e) STATE & FEDERAL LIAISON – No meeting scheduled.
- f) VANDENBERG LIAISON – No meeting scheduled.
- g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled. General Manager Hastert met with David Wolff on March 21, 2016. Mr. Wolff is actively engaging the FAA to get the Business Park development moving forward.

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3. GENERAL MANAGER’S REPORT. General Manager Hastert presented the monthly activity report to the Board. Mr. Hastert is waiting on Tartaglia Engineering for updates to the projects that the District is currently working on. The District currently has two projects out to bid, the first one is a Safety Project (obstruction removal) and the second is the Taxilane Pavement Rehabilitation Project. These are visible on the Santa Maria Public Airport District website. Mr. Hastert will be attending the Mead & Hunt Air Service Development Conference in Phoenix next week. Mr. Hastert has confirmed meetings with American Airlines, Alaska Airlines, SkyWest Airlines and United Airlines. Mr. Hastert did present to the Retired Active Men’s Group Santa Maria at the Radisson on March 22, 2016. The meeting went well, the group asked questions and were a good audience.

Director Baskett asked Mr. Hastert if he had an update on Customs. Mr. Hastert has asked Tom Woodrow and Windset Farms to help with the business plan for the Customs building. They should be finalizing within the next week or two. Mr. Hastert hopes to have an update at the next meeting.

4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

Ms. Reade, the Manager of Finance and Administration, presented the Demand Register to the Board for review and approval.

a) Demand Register. The Demand Register, covering warrants 062301 through 062343 in the amount of \$71,359.76 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 a 5-0 vote.

Director Lahr had one question regarding check number 62336 paid to Visa. He was curious if District employees had more travel expenses as the amount is not usually that high. Mr. Hastert explained that it also includes the Softec sponsorship from the District. Softec is the non-profit group that creates and promotes technology. Softec is based in San Luis Obispo County but they are expanding to Santa Barbara County. There may be high-end businesses who may be looking for extra space in the future. Tom Ross recommended the District sponsor Softec at the highest level this year. Director Rafferty volunteered to be a board member as a part of Softec as it gets up and running. \$2,500 of that bill was that sponsorship. Director Lahr wanted to know why it wasn’t allocated under the marketing budget. Mr. Hastert explained that it was but because it was charged to the credit card the payment goes to Visa.

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

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6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
No one requested to speak.

7. Discussion and direction to staff regarding the Board of Directors meeting dates. Director Baskett would like to change the Board Meetings from twice a month to once a month. Director Rafferty is concerned that if a meeting is missed then it will be two months before you reconvene for the next meeting. Director Adams would like to keep the meeting dates and times as currently scheduled. The dates and times were recently changed and there hasn't been enough time to see how this works for everyone. Director Engel feels the consensus of the Board is to leave the meetings scheduled as is. The topic may be revisited in a few months.

8. Discussion and direction to staff regarding Santa Maria Public Airport District and support for aviation educational programs. Director Baskett and General Manager Hastert met with the president of Alan Hancock College to offer support for aviation programs within the college. The Board wanted to discuss this to see whether or not the airport should be directly involved in this process. Director Engel feels it is the consensus of the Board that the District can support aviation programs but is not something the Board should be directly involved in. Director Adams agrees that he would support them starting aviation programs but the District should not be pushing for an aviation curriculum. Director Baskett will be looking to see if there is local demand for such courses and would appreciate support from the Board as citizens in the District. Director Lahr stated he would be happy to do community outreach with Director Baskett.

9. Discussion regarding on airport aviation fuel sales. Jim Kunkle from Central Coast Jet Center attended the meeting to provide information on local fuel sales. General Manager Hastert provided a presentation of one month's sales, the focus was on aviation fuel. The bulk of airport fuel sales is Jet A fuel, 60% of that is airlines. The fuel flowage fee is one benefit to the airport. The Jet Center sold 7,059 gallons of aviation fuel in February, 61% of those sales were pilots or businesses based here on the airport. There are roughly 60 out of 200 hangar tenants actively flying at this time.

Director Engel is concerned with the activity on the airport with local hangar tenants. He wants to know if the fuel sales for the Jet Center is atypical for a general aviation airport. Mr. Hastert does believe it is typical for a good amount of non-active airplanes to be stored in hangars at other airports as well. Mr. Hastert will have a consultant come in and discuss general aviation trends with the Board.

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Mr. Hastert does agree this is something that should be tracked. The District will have to look at current tenants and see how many are active and how many are not. The study will help with future planning.

Director Engel asked Mr. Kunkle if he felt having 25% of hangar tenants active on the field is typical or not. Mr. Kunkle was surprised it was that high. He does think it is better than expected.

RECESS: At 3:41 p.m.

Return to OPEN SESSION: At 3:48 p.m. the Board and staff reconvened to Open Session.

- 10. CLOSED SESSION. At 3:48 p.m. the Board went into Closed Session to discuss the following item(s):
 - a.) Conference with Real Property Negotiators (Chris Hastert and Joshua George) Re: 1424 Fairway Drive (Government Code Section 54956.8)
 - b.) Conference with Real Property Negotiators (Chris Hastert and Joshua George) Re: 4100 Foxenwood Lane. (Government Code Section 54956.8)
 - c.) Conference with Real Property Negotiators (Chris Hastert and Joshua George) Re: 1000 Foster Road. (Government Code Section 54956.8)

At 4:04 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

- 11. DIRECTORS' COMMENTS. Director Rafferty would like to thank Director Baskett for bringing up the aviation school, it is worth looking at a business plan down the line and see what the college intends to do. When the time comes the Board will fully support them.

Director Adams thanked Mr. Hastert for presenting the fuel sales breakdown to give the Board a clear understanding of what is happening on the airport.

Director Lahr had no comment.

Director Baskett would like to view the business plan for the Customs building with the Federal & State Liaison committee once it is complete.

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12. ADJOURNMENT. Director Engel made a Motion to adjourn to a Regular Meeting to be held on April 11, 2016 at 3:00 p.m. at the regular meeting place. Director Rafferty made that Motion, Director Adams Seconded and the Motion was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Adjournment Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 4:08 p.m. on March 28, 2016.

Carl Engel, President

Hugh Rafferty, Secretary

2015-2016

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 062344 to 062387 on Heritage Oaks Bank in the total amount of \$82,649.09

CHRIS HASTERT
GENERAL MANAGER

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 062344 to 062387 on Heritage Oaks Bank in the total amount of \$82,649.09 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 APRIL 11, 2016.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
062344*	3/25/2016	Chuck Adams	\$300.00	Directors Fees
062345*	3/25/2016	AT&T	\$47.88	Phone Service
062346*	3/25/2016	David E. Baskett	\$300.00	Directors Fees
062347*	3/25/2016	City of Santa Maria-Util Div	\$3,300.58	Water Invoices
062348*	3/25/2016	Clark Pest Control	\$224.00	Pest Control - Terminal & Adm.
062349*	3/25/2016	De Lage Landen	\$74.55	Lease/Maint. - Copier
062350*	3/25/2016	Carl Engel, Jr.	\$300.00	Directors Fees
062351*	3/25/2016	HealthSmart Benefit Solutions, Inc.	\$298.32	Employee Vision Coverage
062352*	3/25/2016	Don Lahr	\$300.00	Directors Fees
062353*	3/25/2016	PERS - Medical	\$10,661.97	Medical Benefits
062354*	3/25/2016	Hugh Rafferty	\$300.00	Directors Fees
062355*	3/25/2016	Verizon	\$597.06	Telephone Expense
062356	4/8/2016	Advantage Answering Plus	\$235.00	Answering Service
062357	4/8/2016	Alpha Fire Sprinkler Corporation	\$750.00	Fire Sprinkler Maint.
062358	4/8/2016	AT&T	\$343.84	Phone Service
062359	4/8/2016	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
062360	4/8/2016	Brumit Diesel, Inc.	\$64.84	ARFF Vehicle Maint.
062361	4/8/2016	Capitol Door	\$228.25	Buildg. Maint. - Terminal
062362	4/8/2016	Central City Tool Supply, Inc.	\$524.85	Small Tools
062363	4/8/2016	Consolidated Electrical Distributors, Inc.	\$5,120.24	Lighting Maint. - Parking Area
062364	4/8/2016	City of Santa Maria	\$19,002.61	Security Service
062365	4/8/2016	Comcast	\$549.23	Cable/Internet /Digital Voice
062366	4/8/2016	Electronic Parts Store	\$32.33	Fencing & Gates - Terminal
062367	4/8/2016	Fastenal Company	\$28.76	Safety Equip.
062368	4/8/2016	The Gas Company	\$944.53	Utilities
062369	4/8/2016	Hayward Lumber Company	\$103.99	Fencing & Gates
062370	4/8/2016	Ray Heath	\$3,575.20	Consulting Service
062371	4/8/2016	Interstate Batteries	\$89.79	Heavy Equip. Maint.
062372	4/8/2016	Kaman Industrial Technologies	\$763.96	Building Maint. - Hangars
062373	4/8/2016	Limotta Internet Technologies	\$1,339.50	Computer Support Services
062374	4/8/2016	Local Copies, Etc.	\$85.46	Printing & Stationary
062375	4/8/2016	Mar Teeny Designs	\$200.00	Web Page Maint.
062376	4/8/2016	Mission Uniform Service	\$76.91	Uniform Service
062377	4/8/2016	Napa Auto Parts	\$133.52	Auto parts
062378	4/8/2016	Quinn Rental Services	\$325.80	Drainage Maint.
062379	4/8/2016	Ray Zierman Backflow Service	\$562.04	Backflow Testing
062380	4/8/2016	ReadyRefresh by Nestle	\$94.34	Water Delivery
062381	4/8/2016	Tri-Counties Plant Service	\$275.00	Interior Plant Maint.
062382	4/8/2016	Ultrex Business Solutions	\$83.64	Office Supplies
062383	4/8/2016	Verizon	\$1,337.74	Telephone Expense
062384	4/8/2016	Verizon Wireless	\$762.87	Cell Phones
062385	4/8/2016	Orchard Supply Hardware	\$105.11	Hardware & Supplies
062386	4/8/2016	Pacific Gas & Electric Company	\$13,625.88	Terminal/Admin./Main Hangar
062387	4/8/2016	Tartaglia Engineering	\$14,079.50	Taxilane Pavement

*Approved by One Board Member

Total Checks Written

\$82,649.09

**SERVICE AGREEMENT
(Architect Services)
ARCHITECT DESIGN AND CONSTRUCTION ADMINISTRATION FOR ROOF REPAIR**

By this Service Agreement ("Agreement") dated April 11, 2016, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("District") and RICHARD N. MCKENZIE, A PROFESSIONAL ARCHITECTURAL CORPORATION dba ARCHITECT'S CONSULTING SERVICE ("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:

Scope of Agreement.

Architect shall perform the design and construction administration of the roof repair for the District Office, Fire Station Roof and the Terminal Building, as further described in Exhibit "A", a 2-page proposal from Architect dated March 28, 2016.

1. **Time of Performance.** Architect shall commence work within thirty (30) days of receipt of Notice to Proceed, and shall complete services 1 through 8 as listed on Exhibit "A" within one (1) year of execution of this Agreement.

2. **Compensation.** District shall compensate Architect for all services to be provided by Architect under this Agreement, including all labor, materials, and expenses, on a time and materials basis at the rates set forth in Exhibit "A", not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00). There shall be no charge made or reimbursement given for mileage or travel time in Santa Maria, California.

3. **Materials and Documents.** Except as otherwise specified in this Agreement, Architect will bear the cost and expense of all materials, supplies, tests and data used or needed by Architect in the performance of the Services and the work product to be delivered to District. District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, test results, and other documents, data and work products, produced or resulting from the services of Architect, subject to the terms outlined herein, including copyright. District will make available all existing plans, maps, data and information it has that may be needed by Architect to perform the Services. Architect may retain copies of the original documents for its files.

The District acknowledges that any and all information produced by Architect under this agreement, including plans, specifications, data, reports, construction documents or electronic files ("documents"), are instruments of professional service. Nevertheless, such documents will become the property upon completion of work and payment in full of all monies due the Architect. In the event the District consents to, allows, authorizes, or approves of changes to such documents, and these changes are not approved in writing by the Architect, the District recognizes that such changes and the results thereof are not the responsibility of the Architect. Therefore, the District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, and sub-consultants (collectively, Architect) against any claims, damages, liability or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the District or any person or entity that acquires or obtains the documents from or through the District. In the event that Architect's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to District after such termination. Such delivery shall be contingent upon payment in full of all monies then due Architect.

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

5. **Architect Independent Contractor.** The parties intend that Architect shall be an independent contractor in performing the Services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Architect. Architect is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Architect are not entitled to any of the benefits that District provides for its employees, including workers' compensation insurance. It is understood that Architect is free to contract for similar services to be provided to others while under contract with the District.

6. **Architect's Records.** Full and complete Project records of the Architect's services and expenses and records between District and Architect shall be kept and maintained by Architect and shall be retained by Architect for three (3) years after District makes final payment to Architect hereunder and all pending matters regarding the Architect's Services and the Project are closed. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Architect for the purpose of making audits, examinations, excerpts and transcriptions.

7. **Termination.** District may terminate this Agreement upon failure by Architect to perform the terms and conditions of this Agreement within ten (10) days of receipt of written notice from District specifying the manner in which Architect has failed to satisfactorily perform. In the event of such termination, Architect shall not be entitled to further compensation from District.

Architect may terminate this Agreement upon giving the District ten (10) calendar days prior written notice for any of the following: (1) breach by the District of any material term of this Agreement, including but not limited to Payment Terms (2) transfer of District ownership of the project by the District to any other persons or entities not a party to this Agreement was entered into, coupled with the failure of the parties here to reach accord on the fees and charges for any additional services required because of such changes.

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

9. **Indemnification.** Architect shall indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, reasonable defense costs, expenses which District may incur, sustain or be subject to, including attorneys' fees, arising out of with the Services or work to be performed by Architect, to the extent caused by the negligence, act or omission of Architect, its officers, agents, employees or sub consultants, or anyone employed by any of them or anyone for whose acts any of them may be liable, excepting only where attributable to the active negligence or willful misconduct of District.

10. **Insurance.** Architect shall, at Architect's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Architect and Architect's officers and employees:

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

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence or claim.

Before or concurrently with the execution of this Agreement, Architect shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, Architect shall provide a thirty (30) day written notice to District prior to implementation of a reduction of limits or material change of insurance coverage as specified herein, of any policy before the expiration of thirty (30) days (ten (10) days' notice for non-payment of premium) after the District shall have received notification by U. S. first class mail from the insurance carrier. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

11. **District's Designated Representative.** District designates its General Manager as its "Designated Representative." The Designated Representative is authorized to review critique and approve the services of Architect.

12. **Extra Services.** There will be no payment of extra Services by Architect unless they are expressly authorized in writing by District's Board of Directors before the Services are performed.

13. **Project Manager.** Richard McKenzie shall be the Architect's Project Manager and shall be directly involved in the performance and supervision of the Services. Architect shall not change its Project Manager without District's prior written approval.

14. **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
Attention: General Manager

ARCHITECT: Richard N. McKenzie, President
A Professional Architectural Corporation
dba Architect's Consulting Service
1187 Coast Village Rd., Suite 10-H
Santa Barbara, CA 93108

15. **Invoices and Payment.** At regular intervals during the performance of the Services, and upon completion of the Services, Architect shall send an invoice to District describing the Services performed, the cost of the Services, and the percentage of contract completed. District shall pay any undisputed invoice, or any undisputed portion of an invoice, within thirty (30) days of District's receipt of the invoice.

16. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. **Waiver.** The waiver of any term, provision or condition of this Agreement by any party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, provision or condition of this Agreement.

18. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement between District and Architect. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both District and Architect. The captions in this Agreement are for convenience only in identifying the various provisions, and shall not constitute a part of this Agreement nor be used in interpreting the same.

19. **Attorneys' Fees.** In the event of any dispute between the parties hereto, arising out of or relating to this Agreement or the breach or interpretation thereof, which results in either party initiating an action, arbitration, proceeding, or appeal, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs as fixed by the court, arbitrator or other hearing officer, to be paid by the losing party.

20. **Time.** Time is of the essence in this Agreement.

21. **Authority.** The individuals executing this Agreement warrant they are expressly authorized to do so on and in behalf of their respective parties.

22. **Negotiated Agreement.** The terms and conditions of this Agreement have been negotiated by the parties. Each party is represented by legal counsel. Each party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits hereto.

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

24. **Time for Performance.** Except as otherwise expressly provided for in this Agreement, should either party be prevented or delayed from the performance of any act required by this Agreement by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability, not in the control of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused.

25. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by District to any assignment of this Agreement or any interest therein.

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

Approved as to form on behalf of District:

DISTRICT:

General Manager

CARL ENGEL, President

Approved as to form:

HUGH RAFFERTY, Secretary

District Counsel

Architect:

Richard N. McKenzie
President

ARCHITECT'S CONSULTING SERVICE

Member of The American Institute of Architects

Richard McKenzie Architect

March 28, 2016

Santa Maria Public Airport District
Chris Hastert, General Manager
3217 Terminal Drive
Santa Maria, CA 93455-1899

Re: District Office, Terminal Building and Fire Station Roof Projects

Mr. Hastert,

Roofing, waterproofing and facade restorations are one of ARCHITECT'S CONSULTING SERVICE specialties, and I appreciate the opportunity to submit this proposal for the above referenced project. ACS will provide you with job specific plans and specifications to help you achieve the roofing systems to suit your long term needs, and will closely monitor your project and help make every improvement dollar count for Quality.

Quality does not cost more, it ultimately costs less!

The scope of the 3 building roof projects is:

- A. **District Office:** Resurface the existing roof and accommodate new HVAC roof equipment curbs with a Tremco cold mastic roof and new gravel. 12 year Tremco Roof Restoration warranty issued for labor and material as well as Manufactures maintenance for 12 years.
- B. **Fire Station Roof:** Resurface the existing roof with a Tremco cold mastic roof and new gravel. 12 year Tremco Roof Restoration warranty issued for labor and material as well as Manufactures maintenance for 12 years.
- C. **Terminal Building:**
New PVC roof on the East Roof Observation deck which currently has deck pavers.
New PVC roof on the West Roof Observation deck which currently has deck pavers. This roof has to be maintained as a required exit for the second story to the roof stairs with walking pads for protection.
Deteriorated guard rail replacement with new guard rail around this Observation Deck.

Cost Summary

BUILDING	CONSTRUCTION COST ESTIMATE	ARCHITECT FEE	TOTAL
District Office	\$41,000	\$8,400	\$49,700
Fire Station	\$64,000	\$8,900	\$72,900
Terminal Building	\$39,000	\$12,400	\$51,600
Total	\$144,000	\$29,700	\$174,200

This proposal is based on providing full Architectural scope services for re-roofing the above building in a competitive public advertised bid. Bidders will be limited to those qualified by the existing installed building roof membrane system. Bidders must be certified installers of Tremco and Skia/Sarnifil roof systems.

My Services included:

1. Field investigation of conditions of the building roof.
2. Plans, Specifications and Estimates.
3. Plans and specifications suitable for permit and bidding. Plans and details will address associated flashings, curbs, edge condition terminations, drains scuppers, overflows and corrections for other problem areas concerning the roof waterproofing.
4. Project Manual with technical specifications in CSI format.
5. Specifications will be written for a Manufacturer's warranted system and installed by a certified contractor. The new PVC roof will have a 20 year no dollar limit warranty and an expected life of 30 years plus. The Tremco Restoration roof will have a 12 year warranty and an expected life of exceeding 16 years.
6. Project Manual/Specifications will include the District provided bid requirements and General Conditions of the Contract.
7. Bidding Assistance.
8. Construction Administration of regular site visits to confirm in general compliance with plans and specifications, address change orders and clarification drawings and instructions.
9. Items **not included** but available:
 - a. Structural evaluation of the roof framing.
 - b. Design, repair or replacement of roof Mechanical Equipment.
 - c. Value Engineering.
 - d. Outside testing for mold, mildew, asbestos, lead based paint or other hazardous materials.
 - e. Bid Alternates.
 - f. Editing of the District's standard bidding requirement documents and General Conditions of the Construction Contract.
 - g. Printing and duplication costs. Projected \$200.00 in addition to the below Architect fee.

Fee for Full Scope Architectural Services

\$29,700.00

Evaluation of existing conditions , schematic plans, preliminary estimate	\$ 2,970.00
Design development plans specifications	\$ 4,455.00
Final plans for permit. Final technical specifications. Final estimate	\$14,850.00
Bidding Assistance	\$ 2,079.00
Construction Administration	\$ 5,346.00

The final deliverables to you will be in hard print copy, PDF and Auto Cad (DWG file) for your permanent files.

ACS carries \$1,000,000/\$2,000,000 in Professional Liability Insurance, \$1,000,000 in General Liability and Auto. ACS is proud of its reputation for putting the customer first in every area of its operations. We feel that this attitude is one of the most important contributors to our success and to the success of the customers we serve.

If you find it necessary to modify this scope of services, please contact me. Otherwise I am prepared to start upon acceptance of my proposal and issuance of a Purchase Order and Agreement.

Sincerely,

Richard McKenzie

Richard McKenzie AIA

	Santa Maria Public Airport District					
	Proposed Capital Budget					
	Fiscal Year Ending 6/30/2016					
	Budget Item		Estimated Cost		AIP or other Funding	District's Costs
	Master Plan		552,810		451,487	101,323
22000-254	Design and Rehabilitate Terminal Ramp		168,000		152,309	15,691
22000-022	South Airpark Dr, Reconstruction		354,737			354,737
22000-260	New Runway and Taxiway Cabling		206,509			206,509
22000-259	HVAC Unit for Admin Building		200,000			200,000
22000-027	Airside Pavement Repair 2015		500,000			500,000
22000-012	Landside Pavement Repair 2015		600,000			600,000
22000-037	Access Control System Upgrades 2015		40,000			40,000
22000-058	ARFF 1500 Engine Rebuild		26,000			26,000
22000-032	Hangar Painting and Upgrades		100,000			100,000
22000-044	Roof Repairs 2015		100,000			100,000
22000-048	Admin and Fire Station Roof		170,000			170,000
22000-100	Terminal Restroom Upgrades		20,000			20,000
22000-101	Airfield Markings		75,000			75,000
22000-102	Maintenance Utility Vehicle(Tool cat or Skid Steer		55,000			55,000
22000-060	Fire Station Emergency Power Upgrades		80,000			80,000
22000-103	Terminal/Restaurant Monument Sign		15,000			15,000
22000-104	Blosser Road Monument Sign		15,000			15,000
22000-093	MHP Improvments (Electrical Vault Rebuild)		60,000			60,000
22000-207	Wildlife Hazard Assessment		65,000			65,000
22000-220	Drainage Study/Planning		100,000			100,000
22000-222	GIS		39,480			39,480
22000-105	Fire station stand by emergency phone		55,000			55,000
22000-107	Maintenance truck		30,000			30,000
22000-109	Operations Vehicle		45,000			45,000
22000-084	Upgrade locks in the Hangar area		10,000			10,000
22000-111	Baggage Claim Parking Lot Lighting Upgrade		10,000			10,000
22000-256	Tree Trimming		100,000			100,000
22000-114	Vehicle Transport trailer		10,000			10,000
22000-259	HVAC Unit for Admin Building (Design)		17,580			17,580
22000-115	Terminal Plumbing		50,000			50,000
22000-117	2 HY Security gate operators		24,000			24,000
22000-267	Pavement Management Plan		50,000			50,000
22000-118	Retention Wall at TWY J Bridge Design		60,000			60,000
22000-119	Hangar and Observation Area Landscape Upgrade		30,000			30,000
22000-121	Art Scholarship/Terminal Art Project		20,000			20,000
	TOTAL		4,054,116		603,796	3,450,320