



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

Thursday
January 12, 2023

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: Moreno, Adams, Baskett, Clayton, Brown

- 1. MINUTES OF THE REGULAR MEETING HELD DECEMBER 8, 2022**
- 2. MINUTES OF THE SPECIAL MEETING HELD DECEMBER 28, 2022.**
- 3. 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)**
- 4. GENERAL MANAGER'S REPORT**
- 5. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) **Demand Register**
- 6. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
- 7. 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.

8. RESOLUTION 920. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT UPDATING THE DISTRICT'S OFFICIAL ADMINISTRATIVE CODE.
9. RESOLUTION 921. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA AIRPORT DISAVOWING HUMAN TRAFFICKING AND TO PARTNER WITH THE DEPARTMENT OF HOMELAND SECURITY AND THE DEPARTMENT OF TRANSPORTATION BLUE LIGHTNING INITIATIVE.
10. AUTHORIZATION FOR TWO STAFF MEMBERS TO ATTEND THE ADVANCED AIRPORT MANAGEMENT AND BASH TRAINING TO BE HELD MARCH 7TH THROUGH MARCH 9TH, 2023, IN TULSA, OK.
11. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND RAVATT, ALBRECHT & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE REMODEL OF THE US CUSTOMS BUILDING.
12. AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR ENGINEERING SERVICES PROVIDED FOR THE RELOCATE THE THRESHOLD OF RUNWAY 20 PROJECT.
13. DISCUSSION AND DIRECTION TO STAFF REGARDING THE JD 5210 TRACTOR TO BE DECLARED AS SURPLUS.
14. DISCUSSION AND DIRECTION TO STAFF REGARDING CENTRAL COAST AIRFEST.
15. DISCUSSION AND DIRECTION TO STAFF REGARDING A REQUEST FOR INFORMATION FOR DRONE DETECTION AND AWARENESS.
16. DISCUSSION AND DIRECTION TO STAFF REGARDING A REQUEST FOR INFORMATION FOR ENERGY INDEPENDENCE AND THE SANTA MARIA AIRPORT.
17. DISCUSSION & DIRECTION TO STAFF REGARDING ARFF SERVICES.
18. DISCUSSION AND DIRECTION TO STAFF REGARDING RESOLUTION 902. NON-AIRWORTHY AIRCRAFT STORAGE IN DISTRICT HANGARS.
19. DISCUSSION AND DIRECTION TO STAFF REGARDING ADDITIONAL OWNER BUILD HANGARS.
20. DISCUSSION AND DIRECTION TO STAFF REGARDING THE RECORDING OF BOARD MEETINGS.
21. CLOSED SESSION. The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases.
 - c) Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: 3203 Lightning Street, Santa Maria, CA 93455 (Gov. Code Section 54956.8)
 - d) 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.

- e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
- f) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.
- g) Pursuant to Government Code section 54957(b) Public Employee Appointment Title: General Manager

22. DIRECTORS' COMMENTS.

23. ADJOURNMENT.

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD DECEMBER 8, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Moreno, Clayton, Brown, Adams, and Baskett. Interim General Manager Fenton, Manager of Finance & Administration Reade, and District Counsel George.

Directors Clayton and Moreno were sworn in by the clerk of the board.

1. Organizational meeting of the Board of Directors-election of officers pursuant to article 1, Section 5, of the official administrative code of the district.

Vice President Brown called the meeting to order and introduced Agenda Item 1. Director Adams set a slate and the motion was not carried. Director Clayton set a slate and the motion was not carried.

Director Brown set the following slate nomination:

Director Moreno for President; Director Adams for Vice President; Director Baskett for Secretary; and Director Clayton for Vice Secretary. Director Brown will hold the position of Director.

Director Adams seconded, and the motion was carried by a 4-1 vote. Directors Clayton, Moreno, Brown, and Adams voted "Yes". Director Baskett voted "No".

2. Appointment of members to committees and assignment to liaison positions.

President Moreno announced the 2023 Board of Directors Committee and Liaison Appointments as follows:

Aviation Support & Planning: Directors Brown & Adams
Administration & Financial: Directors Brown & Moreno
Marketing & Promotions: Directors Moreno & Clayton
City & County Liaison: Directors Baskett & Moreno
State & Federal Liaison: Directors Baskett & Clayton
Vandenberg Liaison: Directors Clayton & Baskett
Business Park Committee: Directors Adams & Brown

3. MINUTES OF THE SPECIAL MEETING HELD November 22, 2022. Director Adams made a motion to approve the minutes of the special meeting held November 22, 2022. Director Brown Seconded and it was carried by a 5-0 vote.

4. COMMITTEE REPORT(S):

- a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
- b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – Manager of Finance & Administration Reade and Director Brown met with Rick Wood of the CSDA.

- c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
- d) CITY & COUNTY LIAISON – No meeting scheduled.
- e) STATE & FEDERAL LIAISON – No meeting scheduled.
- f) VANDENBERG LIAISON – No meeting scheduled.
- g) BUSINESS PARK COMMITTEE (Ad Hoc) – Interim General Manager Fenton met with the Business Park committee to discuss a re-zoning project. This will be discussed during closed session.

5. GENERAL MANAGER'S REPORT.

Interim General Manager Fenton and Tom Widroe met with Directors Moreno & Clayton to give them an overview of their new role. Interim General Manager Fenton and Mr. Widroe also had a meeting with Customs. There was a job walk for the Taxiway Rehab project. Interim General Manager Fenton attended the CAC conference in Oakland and also met with SkyWest Airlines in St. George, UT. Interim General Manager Fenton and Mr. Widroe met with ArtCraft to further discuss the Main Hanger and they also met with the City of Santa Maria to discuss Airpark Dr. The ACI provided updates on firefighting foam and sustainable energy. The deadline for Real I.D.s was extended to May 7, 2025. Interim General Manager Fenton, Mr. Widroe and Mr. Tokoph met with representatives from County Flood Control. Interim General Manager Fenton and Mr. Widroe also met with Chris Kunkle to discuss the Customs facility. Interim General Manager Fenton attended the Countywide Industry Sector Roundtable for Tourism & Hospitality. There is an upcoming committee meeting with Tartaglia Engineering.

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

- a) Demand Register. The Demand Register, covering warrants 071008 to 071055 in the amount of \$159,034.28 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by a 5-0 vote.

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

8. 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.

9. Presentation by District Counsel to discuss the Brown Act policies.

10. Review and approval of the preliminary phase 1 plans for Planes of Fame Air Museum. Director Brown made a motion to approve. Director Baskett seconded, and it was carried by a 5-0 vote.
11. Authorization for the President and Secretary to execute the 25th Amendment of lease between the District and CJJ Farming. Director Baskett made a motion to approve. Director Adams seconded, and it was carried by a 5-0 vote.
12. Adoption of Resolution 918. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation to Carl Engel Jr. for service on the Board of Directors of the Santa Maria Public Airport District. Director Brown made a motion to read the resolution in its entirety. Director Adams seconded, and it went to a roll call vote. Directors Clayton, Moreno, Adams, and Brown voted "Yes". Director Baskett voted "No".
13. Adoption of Resolution 919. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation to Hugh Rafferty for service on the Board of Directors of the Santa Maria Public Airport District. Director Adams made a motion to read the motion in its entirety. Director Moreno seconded, and it went to a roll call vote. Directors Baskett, Clayton, Moreno, Brown, and Adams voted "Yes".
14. CLOSED SESSION. At 8:24 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
 - 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.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett V. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.

At 9:38 pm., the Board and staff reconvened to Open Public Session.

No reportable actions.

15. DIRECTORS' COMMENTS: Director Baskett expressed his concerns about energy independence.

Director Clayton expressed his excitement about joining the Board and his optimism for the future of the airport.

President Moreno expressed his happiness about being a member of the Board and his excitement about positive changes to come.

Director Adams welcomed the new board members to the Board.

Director Brown welcomed the new board members to the Board and acknowledged the contributions of Carl Engel as a member of the Board.

16. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on December 22, 2022, at 7:00 p.m. at the regular meeting place. Director Adams made that motion, Director Baskett seconded, and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 9:43 p.m. on December 8, 2022.

Ignacio Moreno, President

David Baskett, Secretary

c) Financial Statements Received and filed.

5. DISTRICT COUNSEL'S REPORT. District Counsel George reminded the board that it is time for them to complete their ethics and anti-harassment training.
6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
No one requested to speak.
7. Authorization for the General Manager to remove Directors Carl Engel and Hugh Rafferty as authorized signatures on the account at Pacific Premier Bank and add Directors Moreno and Clayton as Authorized Agents. Director Baskett made a motion to approve. Director Adams seconded, and it was carried by a 5-0 vote.
8. Authorization for one Director and one community member to attend the Mead & Hunt Air Service Development Conference to be held January 31st through February 2nd, in Phoenix, AZ. Director Brown made a motion to approve. Director Clayton seconded, and it was carried by a 5-0 vote.
9. Authorization for the award of the Rehabilitate Parallel and Connecting Taxiways, Phase 1 and authorization for the President and Secretary to execute the contract between the District and the Granite Construction Company for the Rehabilitation of the Parallel and Connecting Taxiways, Phase 1 upon District Counsel's review of the contract, insurance, and bonds. Director Baskett made a motion to approve. Director Brown seconded, and it was carried by a 5-0 vote.
10. Authorization for the President and Secretary to execute the contract between the District and Tartaglia Engineering for the design, bidding, and construction phase services for the Rehabilitation of the Parallel and Connecting Taxiways, Phase 1 Project. Director Baskett made a motion to approve. Director Adams seconded, and it was carried by a 5-0 vote.
11. Presentation by Tom Widroe regarding U.S. Customs.
12. Authorization for the President and Secretary to execute the contract between the District and Ravatt, Albrecht & Associates, Inc. for the professional services for the remodel of the U.S. Customs Building. This item was tabled pending further discussion by the board.
13. Authorization for tuition reimbursement for one staff member. Director Baskett made a motion to approve. Director Brown seconded, and it was carried by a 5-0 vote.
14. Discussion and direction to Staff regarding project management for top priority projects.

15. CLOSED SESSION. At 9:55 a.m. the Board went into Closed Session to discuss the following item(s):
- a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re:1000 West Foster Rd, Santa Maria, CA 93455 (Gov. Code Section 54956.8).
 - c) Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: 2989-C Airpark Drive (Gov. Code Section 54956.8).
 - d) Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: APN 11-231-007
 - e) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
 - f) 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.
 - g) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - h) Pursuant to Government Code section 54957(b) Public Employee Appointment Title: General Manager.

At 11:12 am., the Board and staff reconvened to Open Public Session.

No reportable actions.

16. DIRECTORS' COMMENTS: Director Baskett expressed his concern about the increase in crime on airport property.

Director Clayton expressed his happiness at being a member of the Board.

President Moreno asked that the Board inform him of any items they would like to be added to the agenda for the Boards next meeting.

Director Adams had no comment.

Director Brown wished everyone a Happy New Year.

17. ADJOURNMENT. Director Moreno asked for a Motion to adjourn to a Regular Meeting to be held on January 12, 2023, at 7:00 p.m. at the regular meeting place. Director Adams made that Motion, Director Brown Seconded and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Special Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 11:15 a.m. on December 28, 2022.

Ignacio Moreno, President

David Baskett, Secretary

2022-2023

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 071107 to 071151 and electronic payments on Pacific Premier Bank and in the total amount of \$145,904.15.

KERRY FENTON
INTERIM GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 071107 to 071151 and electronic payments on Pacific Premier Bank in the total amount of \$145,904.15 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 JANUARY 12, 2023.

DAVID BASKETT
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71107	12/28/2022	AT&T	\$48.75	Telephone Service
* 71108	12/28/2022	BMI PacWest	\$695.62	Terminal Maintenance
* 71109	12/28/2022	California Electric Supply	\$227.46	Mobile Home Park Maintenance
* 71110	12/28/2022	Carquest Auto Parts	\$42.39	Vehicle Maintenance
* 71111	12/28/2022	City of Santa Maria-Util Div	\$4,621.78	Utilities - Water
* 71112	12/28/2022	Frontier Communications	\$647.51	Telephone Service
* 71113	12/28/2022	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 71114	12/28/2022	J B Dewar, Inc	\$182.36	Vehicle Maintenance
* 71115	12/28/2022	LSC Communications	\$36.50	FAA Publications
* 71116	12/28/2022	McMaster-Carr	\$110.99	Terminal Maintenance
* 71117	12/28/2022	Mission Linen Service	\$97.35	Uniform Service
* 71118	12/28/2022	Outdoor Supply Hardware	\$960.08	Shop Supplies/Fencing and Gates
* 71119	12/28/2022	Richard Tokoph	\$50.88	Reimbursement - ICAS Conference
* 71120	12/28/2022	Ward Diesel Filter Systems	\$1,355.92	Vehicle Maintenance
* 71121	12/28/2022	West Coast Industrial Supply	\$228.49	Vehicle Maintenance
* 71122	12/28/2022	Gsolutionz, Inc.	\$538.10	iCloud Voice Services - Nov 2022
* 71123	12/28/2022	Gable, Blythe	\$345.00	Tenant Refund
* 71124	12/29/2022	Osborn, Carla	\$1,395.00	Tuition Reimbursement - Crisis Communication
* 71125	1/9/2023	Adams, Chuck	\$600.00	Director's Fees
* 71126	1/9/2023	Advantage Answering Plus	\$362.84	Answering Service
* 71127	1/9/2023	AT&T	\$171.29	Telephone Service
* 71128	1/9/2023	CNH Industrial Accounts	\$587.52	Vehicle Maintenance
* 71129	1/9/2023	Brown, Steve	\$600.00	Director's Fees
* 71130	1/9/2023	Coast Networx	\$210.00	Computer Support Services
* 71131	1/9/2023	Clark Pest Control	\$272.00	Building Maintenance - Terminal
* 71132	1/9/2023	Coast Clutch & Brake Supply	\$15.49	Vehicle Maintenance
* 71133	1/9/2023	Fenton, Kerry	\$334.00	CAC Reimbursement/Phone Allowance
* 71134	1/9/2023	Frontier Communications	\$1,072.20	Telephone Service
* 71135	1/9/2023	Grainger	\$79.54	Shop Supplies
* 71136	1/9/2023	Hayward Lumber Company	\$203.09	Terminal Maintenance
* 71137	1/9/2023	Limotta Internet Technologies	\$2,692.13	Annual Network Security Bundle
* 71138	1/9/2023	MarTeeny Designs	\$275.00	Website Maintenance
* 71139	1/9/2023	Mission Linen Service	\$97.35	Uniform Service
* 71140	1/9/2023	Verizon Wireless	\$4,276.02	Mobile Devices, Equipment Charges
* 71141	1/9/2023	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 71142	1/9/2023	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 71143	1/9/2023	HR Your Way, Inc.	\$1,122.00	HR Outsource

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71144	1/9/2023	Baskett, David	\$200.00	Director's Fees
* 71145	1/9/2023	Gsolutionz, Inc.	\$107.95	GPS Cloud Services - Phones Feb 2023
* 71146	1/9/2023	Kimley-Horn and Associates, Inc.	\$24,974.52	SMX Specific Plan Support
* 71147	1/9/2023	Admit One Products, Inc.	\$556.29	Airfest Tickets Expense
* 71148	1/9/2023	Webconnex LLC	\$125.00	Swiper Replacement
* 71149	1/9/2023	Moreno, Ignacio	\$400.00	Director's Fees
* 71150	1/9/2023	Chick-Fil-A	\$415.97	Airfest - Volunteer Meal
* 71151	1/9/2023	Zabala, Tony	\$225.00	Tenant Refund
Subtotal			<u>\$73,234.58</u>	
ACH	12/28/2022	Principal	\$2,374.47	Employee Dental/Life/Disability Insurance
ACH	12/30/2022	Ready Refresh	\$81.55	Water Delivery
ACH	1/3/2023	CalPers	\$5,334.65	Employee Retirement
ACH	1/3/2023	Pacific Premier Bank	\$1,009.80	Credit Card Fees
ACH	1/3/2023	Collective Communication	\$7,500.00	Collective Strategies
ACH	1/3/2023	Ready Refresh	\$318.04	Water Delivery
ACH	1/4/2023	Aflac	\$277.56	Employee Voluntary Insurance
ACH	1/5/2023	Paychex	\$25,040.48	Payroll
ACH	1/6/2023	Paychex	\$6,174.89	Payroll Taxes
ACH	1/6/2023	Paychex	\$183.03	Paychex Invoice
ACH	1/6/2023	PG&E	\$17,359.57	Hangar/Terminal/Admin Electricity
ACH	1/6/2023	Empower Retirement	\$4,503.82	Employee Paid Retirement
ACH	1/9/2023	Wageworks FSA	\$2,511.71	Cafeteria Plan
Subtotal			<u>\$72,669.57</u>	
Total			<u><u>\$145,904.15</u></u>	

RESOLUTION 920

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA MARIA PUBLIC AIRPORT DISTRICT UPDATING THE DISTRICT'S
OFFICIAL ADMINISTRATIVE CODE**

WHEREAS, the District maintains an Official Administrative Code which has been amended on previous occasions; and

WHEREAS, it is in the District's best interests to update the Official Administrative Code to reflect changes in the law, clarify the duties of the Board of Directors, and better address the needs of the District through the adoption of an updated Official Administrative Code; and

WHEREAS, the Board of Directors has reviewed the updated Official Administrative Code and now hereby intends to adopt the updated Code pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Maria Public Airport District, that the Official Administrative Code attached hereto as Exhibit "A" is hereby adopted as the Santa Maria Public Airport District Official Administrative Code to govern the Santa Maria Public Airport District consistent with its enabling legislation. The updated Official Administrative Code shall supersede the previous Official Administrative Code in its entirety effective immediately.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on January 12, 2023, on Motion by Director _____, Seconded by Director _____ and carried by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Ignacio Moreno, President

ATTEST:

David Baskett, Secretary

EXHIBIT "A"

***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 ~~37~~:00 P.M. on the second and fourth ~~Wednesdays~~ ~~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, district counsel, and contractors of the Santa Maria Public Airport District only through the general manager or the representative designated by the general manager in his/her absence. 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.

Section 15. Director Compensation for Attendance at Meetings

(a) Directors shall receive compensation in an amount not to exceed one hundred dollars (\$100) for each attendance at a meeting of the Board, including attendance at committee meetings in accordance with Article I, Section 12(b). This amount shall be the maximum compensation allowable to a board member on any given day. Pursuant to Public Utilities Code § 22407, the Board may adopt an ordinance to increase the amount of compensation received for attendance at a Board meeting. The increase may not exceed an amount equal to five percent for each calendar year following the operative date of the last adjustment of the compensation which is received when the ordinance is adopted.

(b) Directors may receive compensation for attendance of up to six meetings in any calendar month. Attendance by directors of up to six meetings in any calendar month is necessary for the effective operation of the district because the airport operating budget has grown from approximately \$756k to over \$4 million, the City of Santa Maria population has grown from 40k to over 108k, the capabilities of the airport have grown with a 27% extension in runway length, and regulatory requirements have added much complexity to development of the several hundred acres of remaining vacant land. In accordance with Public Utilities Code § 22407, the Board shall annually make written findings supported by substantial evidence that that more than four meetings per month are necessary for the effective operation of the District.

ARTICLE II

DUTIES AND QUALIFICATIONS OF THE PRESIDENT

Section 1. General

The president of the District shall be its chief executive officer and a member of its board of directors.

Section 2. Term of Office

The term of office of the president commences upon his/her election and qualification for said office. The president shall hold office for a term of one year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the president from serving successive terms if reelected.

Section 3. Meetings of the Board of Directors

The president shall preside at meetings of the board of directors and shall have the power to call special meetings of said board of directors on his/her own motion provided Sections 54950 et seq. of the California Government Code are complied with.

Section 4. Agenda

The president shall prepare an agenda for each meeting of the board of directors. The president shall consider any matter requested by a director for inclusion on the agenda, however the president may use his/her discretion as to which items are listed. The agenda shall also contain any matter requested by a majority of the board.

Section 5. Voting at Meetings

The president, or any director presiding in his/her place may vote upon matters brought before the board, move the adoption of any matter before the board, or second such a motion.

Section 6. Contracts, Minutes and Resolutions

The president shall sign, on behalf of the District, all minutes and resolutions of the board of directors, and all contracts, except those contracts specifically delegated to the general manager under Article VII, Section 1, of this Code

Section 7. Reports

The president may require reports from the District's general manager, manager of finance & administration, and district counsel, to be brought back to the board.

Section 8. Litigation

Whenever the facts are within his/her knowledge, the president is empowered to verify complaints or other pleadings, for or on behalf, of the District.

Section 9. Additional Duties

The president shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE III

DUTIES AND QUALIFICATIONS OF THE VICE-PRESIDENT

Section 1. General

The vice-president of the District shall be its assistant chief executive officer and a member of the board of directors.

Section 2. Term of Office

The term of office of the vice-president commences upon his/her election and qualification for said office. The vice-president shall hold office for a term of one (1) year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the vice-president from serving successive terms if reelected.

Section 3. Duties

In the absence of the president, the vice-president shall perform all of the duties of the president.

Section 4. Reports

The vice-president may require reports from the District's general manager, manager of finance & administration, and district counsel, to be brought back to the board.

Section 5. Litigation

Whenever the facts are within his/her knowledge, the vice-president is empowered to verify complaints or other pleadings for, or on behalf of, the District.

Section 6. Additional Duties

The vice-president shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE IV

DUTIES AND QUALIFICATIONS OF THE SECRETARY

Section 1. General

The secretary shall be a member of the board of directors.

Section 2. Term of Office

The term of office of the secretary commences upon his/her election and qualification for said office. The secretary shall hold office for a term of one (1) year and until his or her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the secretary from serving successive terms if reelected.

Section 3. Contracts, Minutes & Resolutions

The secretary shall countersign on behalf of the District all minutes and resolutions it's the board, and all contracts of the District, except those contracts specifically delegated to the general manager under Article VII, Section 1, of this code. When required, the secretary shall further affix to said documents the seal of the District over his/her signature.

Section 4. Litigation

Whenever the facts are within his/her knowledge, the secretary is empowered to verify complaints and other pleadings for, or on behalf of, the District.

Section 5. Reports

On his/her own motion, the secretary may require reports from the District's general manager, manager of finance and administration, and district counsel, which reports, when received, shall be brought to the attention of the board of directors, if in the opinion of the secretary they require consideration by said board.

Section 6. Additional Duties

The secretary shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE V

DUTIES AND QUALIFICATIONS OF THE VICE-SECRETARY

Section 1. General

The vice secretary of the District shall be a member of the board of directors.

Section 2. Term of Office

The term of office of the vice-secretary commences upon his/her election and qualification for said office. The vice secretary shall hold office for a term of one (1) year and until his/her successor is elected and qualified, subject to the pleasure of the board. Nothing in this section shall prevent the vice-secretary from serving successive terms if reelected.

Section 3. Duties

In the absence of the secretary of the District, the vice-secretary shall perform all of the duties of the secretary of the District.

Section 4. Litigation

Whenever the facts are within his/her knowledge, the vice secretary is empowered to verify complaints or other pleadings for, or on behalf of, the District.

Section 5. Additional Duties

The vice-secretary shall perform such additional duties as are directed by the board of directors or by applicable law.

ARTICLE VI

DUTIES AND QUALIFICATIONS OF THE DISTRICT COUNSEL

Section 1. General

The district counsel shall be the chief legal officer of the District. He/She shall be appointed by the board of directors, shall serve at its pleasure and shall be directly responsible to the board. The district counsel shall have a juris doctorate of law from a college or university duly accredited by the American Bar Association. He/she must be an active member of the State Bar of the State of California and be well qualified by reason of education and experience to perform legal functions for the District.

Section 2. Preparation of Resolutions, Contracts, etc

District counsel shall review or prepare all resolutions, contracts, leases and other documents of legal nature required for the conduct of the affairs of the District as directed by the board of directors. When particular contracts and leases have been prepared by him/her, he/she shall approve them as to form in writing and submit them to the board of directors for its consideration. It shall be his/her duty to see to it that a lease or contract is duly executed by the other parties of the lease or other contract and has been approved as to content by the general manager.

Section 3. Bonds

All labor and material, faithful performance and other bonds running in favor of the District shall be approved as to form by the district counsel.

Section 4. Litigation

Except to the extent of participation prohibited by law in small claims court actions, the district counsel shall conduct all litigation in which the district is from time to time engaged. He/She shall make recommendations to the board of directors concerning the advisability of commencing litigation and the compromise or settlement of potential or existing litigation. Court actions commenced by District the must be authorized by the board of directors. Notwithstanding the foregoing, the general manager may, with the concurrent written notification to the members of the board of directors of the filing of the action authorize and direct actions be brought for recovery of rent owed to the District by tenants and former tenants of the District, including an unlawful detainer action for forfeiture of a lease of a tenant who is in default in the payment of rent and for recovery of possession of the leased premises after noncompliance by the tenant with a notice to pay rent or quit the premises. Such actions authorized by the general manager, if appropriate, may be filed and prosecuted in the small claims court.

Section 5. Additional Counsel

Whenever, in his/her opinion, the board of directors should consider the employment of outside counsel as to a particular matter, pursuant to Section 22554 of the California Public Utilities Code, district counsel shall promptly advise the board of directors of this fact.

Section 6. Attendance at Meetings

Unless excused, the district counsel shall attend meetings of the board of directors and render, at such meetings, legal advice to the board of directors.

Section 7. District Staff

The district counsel shall render legal assistance to the District's board of directors, its president, general manager, manager of finance and administration and other employees authorized by the general manager as is required in the performance of their duties.

Section 8. Legislation

The district counsel shall advise the board of directors of any legislation the District might consider sponsoring to aid it in conducting its affairs. He/She shall further advise the board of directors of prospective legislation sponsored by others and as to how it would affect the District.

Section 9. Elections

The district counsel shall prepare all documents required for the conduct of elections of the District and shall assist the secretary of the District in the proper conduct of District elections.

Section 10. Administrative Bodies

Whenever required by the board of directors so to do, the district counsel shall appear before various administrative divisions and agencies of the state, and administrative and legislative bodies of the United States Government concerning affairs of the District.

Section 11. Delegation of Duties

Subject to the approval of the board of directors, the district counsel may appoint employees to carry out the functions of his/her position under his/her supervision. Such employees shall serve at his/her pleasure.

Section 12. Additional Duties

The district counsel shall perform such additional duties as are required by the board of directors or applicable law.

ARTICLE VII

DUTIES AND QUALIFICATIONS OF THE GENERAL MANAGER

Section 1. General

The general manager shall be the chief administrative officer of the district. He/She shall be appointed by the board of directors and shall serve at its pleasure. The general manager shall have had extensive administrative experience in the planning, coordination and financing of the varied activities of the airport district. The board of directors delegates to the general manager the authority to execute, on behalf of the District, the following contracts, permits and agreements:

- (a) All month-to-month aircraft and storage hangar leases at the Santa Maria Public Airport;
- (b) All contracts for professional or specialized services costing \$25,000 or less that are within an existing budget account;
- (c) All contracts for purchases of materials, supplies and equipment costing \$25,000 or less that are within an existing budget account or are for a budgeted item and are acquired in accordance with the provisions of Article VIII;
- (d) All contracts for public projects costing less than \$25,000 that are obtained in compliance with the provisions of Article VIII;
- (e) All commercial use permits;
- (f) License agreements meeting the following criteria:
 - (i) Use for a period less than one (1) week;
 - (ii) Based on a standard fee;
 - (iii) Does not request the payment of District funds or the uncompensated use of District personnel or equipment;
 - (iv) Does not adversely impact the operations of the Airport;
- (g) All mobile home space leases in the Airport Mobile Home Park for a term previously authorized by the board.

However, if in the opinion of the general manager, any matter may be controversial or would be more appropriately considered by the Board, the matter may be referred to the Board for consideration.

Section 2. Appointment of Employees

The general manager, subject to the review of the board of directors, shall have authority and responsibility for the selection, appointment, and direction of all employees of the District, except those employees and officers appointed directly by the board of directors.

Section 3. Supervision of Work

It shall be the general manager's responsibility to carry out the directions of the board of directors concerning the affairs of the District and he/she shall directly supervise employees of the District in the performance of their duties.

Section 4. Reports

The general manager shall prepare and deliver to the board of directors the following reports:

1. A proposed budget for the ensuing year with all relevant supporting data. Said proposed budget shall be delivered to the board of directors no later than May of each year.
2. A narrative report of the airport district for the prior fiscal year. Said report shall be submitted prior to September 1 of each year, or within thirty (30) days of the board of directors' receipt of the annual independent audit of the District's fiscal affairs, whichever occurs last.
3. Such other reports as the board may request.

Section 5. Surplus Property

Whenever, in the opinion of the general manager, District owns property not required for District purposes, it shall be his/her duty to so advise the board of directors as soon as practicable.

Section 6. Temporary Absence

Whenever the general manager is temporarily absent from the District, the duties of the general manager shall be performed by the following, in the order named:

1. Manager of finance and administration
2. An employee designated by the general manager
3. An individual designated by a majority of the board of directors.

Section 7. Attendance at Meetings

Unless otherwise directed or excused by the board, the general manager shall attend all meetings of the board of directors. The general manager shall inform the board of directors at the regular meeting of the board of all significant or important matters concerning the Santa Maria Public Airport District of which he/she has knowledge, and

with the consent of any director cause to be placed upon the agenda of the board of directors any matter concerning the affairs of the District.

Section 8. Emergencies

The general manager shall perform all acts necessary to deal with emergencies affecting property of the District or property situated thereon. In the event of a serious emergency, the general manager shall use his/her best efforts to have each director advised of the emergency as quickly as practicable.

Section 9. Litigation

Whenever the facts are within his/her knowledge, the general manager is empowered to verify complaints or other pleadings for or on behalf of the District

Section 10. Files, Records of Board Deliberations

The general manager shall be the chief custodian of the official files and records of the District and shall supervise creation and maintenance of accurate records of the deliberations of the board of directors.

Section 11. Custody of Records

The general manager shall ensure the safekeeping of all official books and records of the District, including the Book of Minutes and the Book of Resolutions, except securities. The general manager may certify to the authenticity of a copy of any document of the District in his/her possession and affix to such certification the seal of the District.

Section 12. Minutes and Resolutions

The general manager shall ensure that the District keeps records and minutes of the board of directors in a book maintained for the purpose entitled "Book of Minutes of Board of Directors of Santa Maria Public Airport District". All resolutions of the board of directors shall be kept in a book maintained for that purpose entitled "Book of Resolutions of Board of Directors of Santa Maria Public Airport District

Section 13. Seal of the District

The general manager shall ensure the safekeeping of the official seal of the District.

Section 14. Auditor Functions

The general manager shall perform the responsibilities of auditor required under Public Utilities Code §22441, i.e., he/she shall install and maintain a system of auditing and accounting which shall competently and at all times show the financial condition of the

District. He/She shall draw warrants to pay demands made against the District if the demands have been approved by at least three (3) directors.

Section 15. Delegation of Duties

Subject to the approval of the board of directors, the general manager may appoint employees to carry out the functions of his/her position under his/her supervision. Such employees shall serve at his/her pleasure.

Section 16. Additional Duties

The general manager shall perform such additional duties as required by the board of directors or by applicable law.

ARTICLE VIII

RESPONSIBILITIES, DUTIES AND QUALIFICATIONS OF THE MANAGER OF FINANCE AND ADMINISTRATION

Section 1. General

The manager of finance and administration shall be the treasurer of the District and its chief accounting officer. The manager of finance and administration shall be experienced and qualified in accounting procedures.

Section 2. Duties and Responsibilities as Treasurer

The manager of finance and administration shall be the custodian of all money and investments of the District. He/She shall cause all money and investments, except the petty cash fund, to be deposited as soon as practicable in designated accounts.

Warrants No moneys shall be paid out of said accounts except by warrants to pay demands against the District that have been approved by a majority vote of the board or as hereinafter provided. The manager of finance and administration will draw and sign all authorized warrants, which shall be signed by at least one director.

Procedures for Payment or Rejection of Demands; Demand Register

The following procedures will apply to the approval and authorization of payment of claims and demands received against the District:

The manager of finance and administration shall prepare at least monthly a register of all demands received by the District which have not been authorized for payment or rejected by the board. The demands shall consist of three types, as follows:

(1) Recurring Demands Recurring items such as utility and telephone bills due and payable, wages and salaries payable within the next succeeding month, and maintenance items (hereinafter referred to as "Recurring Demands").

(2) Nonrecurring Demands Those demands, other than recurring demands, which have been approved for payment by the general manager and manager of finance and administration.

(3) Rejected Demands Those demands which are not recommended for payment by the general manager and/or manager of finance and administration.

The demand register will be presented to the directors for authorization of payment. The general manager will endorse the demand register and the manager of

finance and administration shall certify on the demand register that those demands are budgeted, allowable and available.

One director may authorize payment of the recurring demands, which have been recommended for payment by the general manager and the manager of finance and administration, by signing an authorization for such. Such payments shall be noted on the demand register. All other demands on the demand register shall be presented to the board of directors for authorization of payment or rejection.

Legal Investments: Accounts Whenever directed by the board of directors, the manager of finance and administration shall purchase for the District securities or other investments which are legal investments for the District and authorized by the District's Investment Policy, and deposit them in the accounts designated by the board of directors for such purpose. Securities so deposited shall not be withdrawn from such accounts without authorization by the board of directors and the signature of the president of the board of directors or some other director designated by the president for such purpose, provided however, the manager of finance and administration is authorized to renew certificates of deposit for periods not in excess of six months and withdraw such expired certificates of deposit, which have been so renewed, from their depositories for cancellation and provided, further, the manager of finance and administration is authorized to transfer funds between the District's general fund and the District's account with the Local Agency Investment Fund of the State of California.

All promissory notes or other evidence of indebtedness received by the District shall be kept in fireproof storage.

The manager of finance and administration shall issue appropriate receipts for all moneys and securities coming into his/her possession, properly account therefor and at regular intervals report to the board thereon. His/her accounts and reports shall indicate the institutions in which moneys and securities are placed, the amounts of money and list of securities placed with each depository.

Fiscal Statements The manager of finance and administration shall, at the end of each fiscal year, prepare and submit to the board of directors a statement showing the receipts and disbursements during the year and a certified inventory of cash, securities, bank deposits and all other financial assets of the District. The manager of finance and administration shall, each month, prepare and submit to the board of directors, a statement showing the receipts and disbursements during the previous calendar month.

Section 3. Duties and Responsibilities as Accountant

The manager of finance and administration shall install and maintain a system of auditing and accounting which shall competently and at all times show the financial condition of the District.

In addition, the manager of finance and administration shall have the following duties:

(a) Be responsible for all accounting and internal auditing functions of the District and its officers and be custodian of the District's permanent accounting records.

(b) Keep current accounts of all funds, revenues, receipts, expenditures and financial commitments of the District.

(c) Advise the board of directors and District personnel concerning rate of expenditure of appropriated items to minimize potential expenditure in excess of appropriations. He/She shall be responsible that no demands requiring a budget deviation are presented to the board without the board of directors' prior approval of a budget deviation.

(d) Prepare and issue all warrants.

(e) Audit the standard time sheets showing the time worked by all employees and prepare and distribute all warrants covering the payroll.

(f) Supervise the preparation and issuance of all bills of the District.

(g) Prepare financial and statistical statements.

Section 4. Attendance at Meetings

Unless excused by the general manager, the manager of finance and administration shall attend meetings of the board of directors.

Section 5. Budget

The manager of finance and administration shall assist in the preparation of the District's budget for each fiscal year.

Section 6. Additional Duties

The manager of finance and administration shall perform additional duties and responsibilities as are directed by the board or applicable law.

ARTICLE IX

REGULATIONS GOVERNING PURCHASING OF MATERIALS, SUPPLIES AND EQUIPMENT, SERVICES, SALES OF PROPERTY AND LETTING OF PUBLIC PROJECT CONTRACT

Section 1. General

Purchasing of all materials, supplies, services and equipment required by District should provide maximum benefits to District with minimum expenditure. Purchases shall be made in economical quantities with a competitive pricing process by vendors where possible. Except for case of emergency as provided in this article, no purchases shall be made except upon express authorization of the board of directors unless said purchases are for items already budgeted and for which funds are available. The regulations in this section have been devised for this purpose and shall be followed.

Section 2. Delegation of Authority

The board of directors hereby delegates the District's general manager and, in his /her absence, the designated employee in charge at the Santa Maria Public Airport to make the purchases set forth in Section 3 below.

Section 3. Emergencies

In case of emergency directly affecting property of the District which emergency cannot, in the opinion of the general manager, be dealt with by acting under any other provision of this article, then the general manager or in his absence the employee in charge of the Santa Maria Public Airport, is empowered to purchase for the District such supplies, equipment, services and materials as are required because of such emergency prior to the time such purchases can be made under other provisions of this article.

Section 4. Expenditures up to \$25,000

(a) Except as provided in subsection (b) below, when expenditures are required for a budgeted item and the cost involved is \$25,000 or less, the general manager shall procure the item involved or contract for services from the lowest responsible vendor after first obtaining three informal quotations.

(b) The above requirements regarding the obtaining of three informal quotations do not apply to the following:

(i) Miscellaneous services such as telephone, telegraph, light, power and water where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.

(ii) Where the items involved are not readily obtainable on the open market, in which case the reasons for not securing three such quotations shall be documented in writing.

(iii) Where the item's cost is less than \$2,500 and the general manager has concluded that the price for the item involved will not vary in any material degree between various vendors. To the extent feasible, such purchases will be made from vendors within the District.

(iv) Contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants.

(c) A faithful performance bond of not less than one hundred percent (100%) of the contract price, and a payment bond of not less than one hundred percent (100%) of the contract price shall be required for all projects in excess of \$10,000.

Section 5. Expenditures for Amounts in Excess of \$25,000

(a) Expenditures with an estimated cost which exceeds \$25,000 shall be at the direction of the board of directors only with the exception of purchases made under section 3 above. Except as provided in subsection (b) below, such purchases or contracted services shall be from the lowest responsible vendor after first obtaining three informal quotations.

(b) The above requirements regarding the obtaining of three informal quotations do not apply to the following:

(i) Where the items involved are not readily obtainable on the open market, in which case the reasons for not securing three such quotations shall be documented in writing.

(ii) Contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants.

(c) A faithful performance bond of not less than one hundred percent (100%) of the contract price, and a payment bond of not less than one hundred percent (100%) of the contract price shall be required.

This section shall not prohibit the District from requiring a public bid process if, in the discretion of the District, selection based upon the evaluation of public bids would better serve the interest of the District.

Section 6. Sale of Property of District

Subject to the requirements of California Public Utilities Code section 2253.5 and with Federal Aviation Administration approval if necessary, whenever the board of directors determines by a majority vote District owns property in its opinion not needed for the District's affairs, it may order said property sold upon such terms and conditions as they determine appropriate.

Section 7. Public Projects

As used in this article "public project" means a project for the construction, improvement and repair of public buildings and works of the District, streets, sewer and storm drains of the District, except work to be performed by District's own forces.

Section 8. Requirement That Expenditures For Public Project of \$50,000 or More Be Submitted to Public Bid

When the expenditure required for a public project is \$50,000 or more, it shall be contracted for and let to the lowest responsible bidder after notice. Where the expenditure required for a public project is less than \$50,000, the requirement for public notice is dispensed with, but informal bids shall be received. The restrictions and provisions of this section shall not apply to contracts involving the acquisition of professional or specialized services such as, but not limited to, those rendered by architects, attorneys, accountants, engineers, and other specialized consultants. Selection for such services will be made by an evaluation of proposals solicited from capable and competent professionals, and approved by the Board of Directors, whenever the cost of the work to be performed is of an estimated value in excess of \$50,000. This section shall not prohibit the District from requiring public bids for work with an estimated cost of less than \$50,000 if, in the discretion of the District, selection based upon the evaluation of public bids would better serve the interest of the District.

If there is a great public calamity, as an extraordinary fire, flood, storm, epidemic or other disaster, or if it is necessary to do emergency work to prepare for national or local defense, the board of directors may pass a resolution by four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property. Upon adoption of this resolution, it may expend any sum required in the emergency without complying with this article.

Section 9. Notice Inviting Bids; to Set Date For Opening; Publication or Posting; to State Project to be Done

The notice inviting bids shall set a date for the opening of bids. The first publication or posting of the notice shall be at least ten days before the date of opening the bids. Notice shall be published at least twice, at least five days apart in a newspaper adjudicated, a newspaper of general circulation in the State of California having

significant subscribers within the District, or if there is none, it shall be posted in at least three public places in the District that have been designated by resolution as the places for posting public notices. The notice shall distinctly state the project to be done. If the notice includes a requirement for any type of mandatory pre-bid conference, site visit or meeting, it shall include the time, date and location of the mandatory pre-bid site visit, conference or meeting, and when and where project documents, including final plans and specifications are available. Any mandatory pre-bid site visit, conference or meeting shall not occur within five calendar days of the publication of the initial notice, pursuant to Public Contract Code §6610.

Section 10. Rejection of Bids; Readvertisement; Bids the Same; Lack of Bids

At its discretion the board of directors may reject any bids presented and re-advertise. If two or more persons are the lowest responsible bidders, the board of directors may accept the bid it chooses among the lowest responsible bidders. If no bids are received, the board of directors may have the project done without further complying with the provisions of this article as to notice or letting of contract to the lowest responsible bidder.

Section 11. Resolution to Perform Project by Day Labor or to Furnish Materials and Supplies in Open Market; Adoption; Effect

After rejecting bids, the board of directors may pass a resolution by a four-fifths vote of its members declaring that the project can be performed more economically by day labor or the materials or supplies furnished at a lower price in the open market. Upon adoption of the resolution, it may have the project done in the manner stated without further complying with this article.

Section 12. Bids to be Presented under Sealed Cover; to be Accompanied by Security

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

- (a) Cash
- (b) Cashier's check made payable to the District
- (c) A certified check made payable to the District
- (d) A bidder's bond executed by an admitted surety insurer made payable to the District

Section 13. Amount of Security; Necessity for Security

The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

Section 14. Forfeiture of Security upon Failure to Execute Bid

If the successful bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the District, except as hereinafter provided.

Section 15. Deposit of Cash or Proceeds

Upon forfeiture of security, the cash or proceeds shall be deposited in the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost and publication of notice are paid.

Section 16. Award of Bid to Next Lowest Bidder; Application of Lowest Bidder's Security

The board of directors may on refusal or failure of the successful bidder to execute the contract award it to the next lowest responsible bidder. If the board of directors awards the contract to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the District to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

Section 17. Applicable Federal Regulations

Contracts for public projects shall also comply with all applicable statutes, rules and regulations of the United States Government and agencies thereof, and the State of California and agencies thereof.

Section 18. Faithful Performance Bond

In connection with a public project involving an expenditure in excess of \$50,000, it shall be the policy of the District to require a successful bidder to deposit with the District at the time of execution of the contract, a faithful performance bond in the penal sum equal to 100 percent of the total contract price executed by the successful bidder as principal and by a corporate surety company acceptable to the District as surety. A payment bond shall be deposited when required by Civil Code §3247. In connection with a public project involving an expenditure of \$50,000 or less, the District may, at its discretion, require a successful bidder to deposit with the District at the time of execution of the contract, a faithful performance bond and/or a payment bond, each in the penal sum equal to 100 percent of the total contract price executed by the successful bidder as principal and by a corporate surety company acceptable to the District as surety.

ARTICLE X

PROPOSED JOB SPECIFICATIONS AND SALARY SCHEDULES FOR EMPLOYEES

Section 1. Job Specifications Manual

The general manager shall prepare a job specifications manual and shall submit it to the board of directors for its approval. The manual shall classify each position required for necessary work of the District by employees not appointed directly by the board of directors. For each position the manual shall give (a) a general description of the position; (b) the typical tasks which the holder of the position will be called upon to perform; and (c) the employment standards for the position, giving education and experience requirements.

After making such changes as they deem necessary, the board of directors shall adopt the job specifications manual. After adoption of such a manual, the general manager shall distribute to each employee of the District the portion of the manual covering his position and shall use it as criteria for the employment, promotion and discharging of personnel.

Whenever the general manager is of the opinion the job specifications manual should be changed to add or delete a position, he shall so inform the board of directors and in any event shall advise the board in writing at the time of presentation of the preliminary budget for the next fiscal year as to whether, in his opinion, the job specifications manual need be altered or not. Upon request by the general manager to add or delete a position, the board shall approve or disapprove such a request. The general manager is authorized to change the title of the position and the typical tasks which the holder of the position is called upon to perform without board approval, as long as the general description of the position remains the same.

Section 2. Salary Schedules; Employment

The general manager shall prepare and submit to the board of directors a list of classified positions and recommended salary range for each position. After making such changes as it deems necessary, the board of directors shall adopt a salary range for each classified position.

Whenever possible, personnel shall be employed at the minimum rate shown for their positions and in no event may the general manager employ a person without first obtaining the consent of the board of directors for a salary greater than the median salary in the salary range for his/her position.

From time to time the board of directors shall examine the salary ranges for each classified position to determine whether or not they should be altered. The general manager, after performance evaluation, shall decide whether a particular employee should be reclassified, receive the next higher salary step, be retained in a salary step level, or be demoted.

RESOLUTION NO. 921

RESOLUTION 921. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA AIRPORT DISAVOWING HUMAN TRAFFICKING AND TO PARTNER WITH THE DEPARTMENT OF HOMELAND SECURITY AND THE DEPARTMENT OF TRANSPORTATION BLUE LIGHTNING INITIATIVE

WHEREAS, the Board of Directors advances the collective interests of, and acts as the voice of, the Santa Maria Public Airport and the communities they serve, and promotes professional excellence in airport management and operations; and

WHEREAS, human trafficking is an appalling crime that the Santa Maria Public Airport District should do all it can to combat: and

WHEREAS, human trafficking involves recruitment, transportation, harboring and/or exercising control, direction, or influence over the movements of a person in order to exploit that person: and

WHEREAS, the types of human trafficking include bonded labor/debt bondage, forced labor, child slavery, forced marriage, sexual exploitation, forced begging or criminality, and organ/egg harvesting; and

WHEREAS, the Santa Maria Public Airport District will provide training, staff awareness, public awareness, community engagement, information for victims, engagement with other agencies, and the airlines; and

WHEREAS, the Santa Maria Public Airport District will honor the Memorandum of Understanding put forth by the Department of Homeland Security and the Department of Transportation regarding the Blue Campaign, specifically, the Blue Lightning Initiative and highlights the District's efforts to eradicate human trafficking;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Maria Public Airport District disavowing human trafficking and to partner with the Department of Homeland Security and the Department of Transportation's Blue Campaign.

PASSED AND ADOPTED at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held January 12, 2023, on motion of Director _____, seconded by Director _____, and carried by the following roll call vote:

- AYES:
- NOS:
- ABSENT:
- ABSTAIN:

Nash Moreno, President

David Baskett, Secretary



January 12, 2023

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

Subject: Authorization for two staff members to attend the Advanced Airport Management and BASH training to be held March 7th through March 9th, 2023, in Tulsa, OK.

Summary

This training is meant for Wildlife hazard Biologists working in the Airport Field and would help staff of our size as the training covers the aspects of wildlife hazards and meets the WHMP annual training requirements.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$1,545.00	\$3,090.00
	Air Transportation	2		\$820.00	\$1,640.00
	Ground Transportation	2		\$30.00	\$60.00
	Lodging	2		\$526.00	\$1,052.00
	Meals	2	5	\$100.00	\$1,000.00
	Total:				\$6,842.00

Overall Impact:

2022-2023 Budget for Business Travel	\$83,660.00
Previously Approved Business Travel	\$49,046.70
Current Balance for Business Travel	\$34,613.30
Amount of this Request	\$6,842.00
Balance Remaining if Approved	\$27,771.30

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration

**SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE SANTA MARIA AIRPORT U.S. CUSTOMS BUILDING REMODEL**

By this Service Agreement ("Agreement") dated December 28, 2022, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("District") and RAVATT ALBRECHT & ASSOCIATES, INC. ("Architect"), District hires Architect to perform, and Architect agrees to perform, the professional Architect and Mechanical Engineering services described below, subject to the following terms, conditions, and provisions:

Scope of Agreement. Architect shall develop Design documents and construction documents for the remodel of the U.S. Customs Building at the Santa Maria Airport, Santa Maria, California, as further described in Exhibit "A", an Eight (8)-page proposal from the Architect dated December 2, 2022.

1. **Time of Performance.** Architect shall commence work upon execution of this agreement, and shall complete services as listed on Exhibit "A" on or by October 31, 2023.

2. **Compensation.** District shall compensate Architect for all services to be provided by Architect under this Agreement, including all labor, materials, and expenses, as invoiced for services completed on a time and materials basis as set forth in Exhibit "A", not to exceed Thirty-Three Thousand, One Hundred and Fifty-Seven Dollars (\$33,157.00). 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 and supplies, 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 subconsultants, 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.** Greg Ravatt 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: Greg Ravatt, Architect
Ravatt Albrecht & Associates, Inc.
125 Union Ave. #201
Orcutt, CA 93455

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.

Dated: **December 28, 2022**

Approved as to form on behalf of District:

DISTRICT:

General Manager

Ignacio Moreno, President

Approved as to form:

David Baskett, Secretary

District Counsel

Architect:

Greg Ravatt, AIA, CID,
Principal Architect



December 2, 2022

Mr. Richard Tokoph
Santa Maria Airport District
Operations and Maintenance Manager
3217 Terminal Drive
Santa Maria, CA 93455
Phone: (805) 922-1726 ext. 113
Email: rtokoph@santamariaairport.com

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
Santa Maria Airport – US Customs Building Remodel, Santa Maria, CA 93455**

Dear Mr. Tokoph:

On behalf of Ravatt Albrecht & Associates, Inc. (RA), I am pleased to submit to the Santa Maria Airport District (Client) our Professional Services proposal for developing Design Documents and Construction Documents for Remodel of the US Customs Building at the Santa Maria Airport. Our proposal is provided below for your review and will serve as our contract for services upon your acceptance.

PROJECT DESCRIPTION

Our Services are to provide design and construction documents for the remodel of the US Customs Building per the provided **Upgrade List w CBP comments 10.13.22**. Design for improvements to provide the wo dedicated parking spaces at the front of the building and 1 airfield parking space will be completed by others under separate contract to the District.

PROJECT ASSUMPTIONS

The proposed project is located in an AS-1 Zone in the City of Santa Maria. The design will be based on the requirements of the City of Santa Maria Municipal Code as well as the Upgrade List.

SCOPE OF WORK: ARCHITECTURAL SERVICES

Fee: \$22,031 Fixed

The following Professional Services are included in the Basic Scope of Services, which includes the Design and Construction Documents phase. All design is in accordance with the Current California Building (2019) Code and local municipal codes:

Design Development

- Title Sheet w/ Site Location Plan
- Conceptual Floor Plan with notes
- Design Development (35% complete) submittal for the District's review

Architectural Construction Documents

RAVATT, ALBRECHT & ASSOCIATES, INC.

Orcutt Office: 125 Union Ave. #201, Orcutt, CA 93455 | PO Box 2267, Santa Maria, CA 93457-2267 | 805-928-5002
San Luis Obispo Office: 1371 Pacific St., San Luis Obispo, CA 93401 | 805-786-4391 | www.RAArchitectsEngineers.com

- Title Sheet
- Code Analysis Sheet
- Floor Plan
- Finish Plan and Schedule
- Enlarged Restroom Plan
- Details
- 90% complete submittal for the district's review and submittal to Santa Maria Building department.

Project Management

- Coordination with Client
- Coordination with Surveyor and/or Civil Engineer
- Coordination with The City of Santa Maria Planning and Building Department
- One Site visit for measurements of the site.
- One Meeting with the Client and up to two meetings/hearings with planning.

Project Submittals

- 35% complete submittal for the District's review
- Initial Submittal (90%) to the City of Santa Maria Planning Department and Building Department.
- One Re-Submittal with responses each to planning and building.

SCOPE OF WORK: MECHANICAL ENGINEERING SERVICES

Fee: \$5,950.00 Fixed

Mechanical and Plumbing Construction Documents

- California Title 24 Energy Code Calculations for Newly Conditioned spaces
- California Mechanical Code Ventilation Calculations for Occupied Areas
- HVAC Systems Design (split system cooling / heat pump) for IT room
- Mechanical drawings to include a notes sheet, HVAC system plans, and mechanical details.
- Plumbing drawings to include a notes sheet, plumbing plan, waste & vent plan, and details.

SCOPE OF WORK: SERVICES DURING CONSTRUCTION

Fee: \$5,176.00

Weekly Construction Review

- Weekly project site visits, assuming 20 weeks of construction activity
- Weekly Field report

ADDITIONAL SERVICES

Fee: Hourly, per the attached Hourly Rate Schedule

- Site visits, additional to those listed above, requested and approved by the client are not

included and will be billed hourly.

- Additional plan check comment response cycles after the first re-submittal are not included in the proposed fee and will be billed hourly.

PROJECT FEE

We propose to provide the above described Professionals Services as follows:

- Fixed fee of **\$33,157** (based upon percentage of work complete).+
- Hourly fee for site visits or additional services as needed and approved. Additional services will be invoiced on an hourly basis with Client authorization, per our attached rate schedule.

We are ready to negotiate with you, if necessary, to be sure our services meet your expectations regarding both budget and scope. We are ready to begin work upon execution of this agreement. This proposal is valid for 30 days from the date above.

PROJECT SCHEDULE

RA will work diligently with the Client to establish and meet mutually agreed upon schedules.

CLIENT RESPONSIBILITIES

Client shall provide relevant information including, but not limited to:

1. Site survey/topographic map (in AutoCAD format).
2. All fees paid to public agencies.
3. The Client will provide any record drawings or relevant AutoCAD drawing files if they are available.
4. The Client will provide cut sheets of any proposed specialized equipment, finishes or other requirements to RA.
5. The Client will provide any US customs guides, standards or references required to complete the project that are not readily available to the public
6. The Client will provide signatures on documents as required by the governing authority.
7. The Client shall arrange access by the Architect/Engineer to the site for measurements and verification as required for project completion.

REIMBURSABLES: PRINTING, SHIPPING, AND TRAVEL COSTS

All reproduction, shipping, and travel costs associated with the fulfillment of the above scope of work are not included in our design fee and shall be billed per our attached Hourly Rate Sheet. The Client is responsible for creating an account for printing services and granting RA permission to print set documents as required for Submittals.

DESIGN FEE EXCLUSIONS

Any item or service not specifically included or excluded shall be deemed excluded. The following items are specifically excluded from this scope of work:

1. Site survey/topographic mapping of existing site conditions
2. Existing utility locating and mapping
3. Soils/geological reports
4. Plan review or permit fees paid to public agencies
5. 3D model and renderings
6. All reproduction/printing
7. Any work outside the facility described in the above scope of work
8. Coordination with consultants employed by the distract except those performing work described in this proposal

9. Additional work required by the governing jurisdiction for code interpretation or changes in planning approvals
10. Sign design/sign permit
11. Coordination of utility service
12. Cost estimating
13. Civil engineering
14. Structural engineering
15. Electrical engineering
16. Fire protection design services
17. Landscape architecture
18. Existing facility system operational testing
19. Industrial waste water systems design
20. All construction testing and inspections

PROPOSED COMPENSATION AND INVOICING

Client shall compensate RA monthly per the approved Hourly Compensation Rates, plus reimbursable expenses charged at cost, plus 15%, for handling. Final plans will be submitted upon receipt of final payment. If any billing is not paid within 90 days, no further services will be performed until all past due amounts are paid.

Designated Services

Unless otherwise provided, the Architect's/Engineer's designated services consist of those services identified in the Schedule of Designated Services as being performed by the Architect, Architect's employees, and Architect's consultants, and as described in the Descriptions of Designated Services.

Changes in Project Scope

Services required because of significant changes in the Project including, but not limited to, size, quality, or complexity.

Contingency or Contingent Services

In the event unforeseen conditions warrant additional services, including but not limited to: additional design, additional government processing, additional consultant coordination, or additional working drawings or details above and beyond the scope of work typical as required by municipal agencies to obtain a building permit as described by the California Building Code. The Client will be notified by the Architect in writing, in the event such services are required. Prior to the start of work for any contingent services or contingency, written authorization will be required by the Client.

CLIENT RESPONSIBILITIES

Representative

The Client shall designate a representative authorized to act on the Client's behalf with respect to the project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Notice

Prompt written notice shall be given by the Client to the Architect if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

Information

The Client shall provide full information regarding requirements for the Project, including but not

limited to: a current title report, soils report, current approved plans and documents, and current conditions of approval. If available, current CAD drawings in AutoCAD 2010 readable format shall be provided.

Tests, Inspections and Reports Furnished by Client

Where necessary, the Client will take full responsibility for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, or unless otherwise provided in this Agreement.

Legal, Accounting, and Insurance Services Furnished by Client

The Client shall furnish all legal, accounting, and insurance counseling services required for the Project.

USE OF PROJECT DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

Architect's Reserved Rights

The Drawings, Specifications, and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

Limitations on Use

The Client shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications, and other documents for information and reference in connection with the Client's use and occupancy of the Project. The Project Drawings, Specifications, and other documents shall not be used by the Client or others on other projects, for additions to this Project, or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

PAYMENTS TO THE ARCHITECT

Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses:

1. Printing/plotting, reproductions, postage and handling of Project Drawings, Specifications, and other documents (other than internal "check sets").
2. Courier services, overnight deliveries, or other similar project-related expenditures.

Payments for Contingent Additional Services and Reimbursable Expenses

Payments on account of the Architect's Contingent Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

Payments Withheld

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work, other than those for which the Architect has been found to be liable.

DISPUTE RESOLUTION

Claims and Disputes

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration, in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate of RA and RA's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to RA's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of RA or RA's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by RA under this agreement.

PROVISIONS

Hazardous Materials

Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. If the Architect is required to perform services related to hazardous materials, the Client agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

Publicity

The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials.

TERMINATION, SUSPENSION OR ABANDONMENT

Termination for Breach

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Suspension by Client

If the Project is suspended by the Client for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

Termination on Abandonment

This Agreement may be terminated by the Client upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice to the Client. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Suspension by Architect

If the Client fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Compensation of Architect

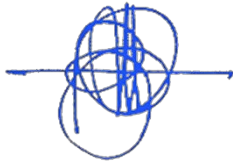
In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, along with Reimbursable Expenses due.

CONTRACT DURATION AND LIMIT OF SERVICES

This contract for services is good for a period of (1) one year from date of acceptance and signature. If duration of contracted services as listed above exceeds the contract limit of one year then Ravatt Albrecht & Associates, Inc. has the right to renegotiate the remainder of services under a new contract. If the Client becomes the Agent constructing the project, the contract between the Client and Ravatt, Albrecht & Associate, Inc. is voided and subject to re-negotiation.

Thank you for the opportunity to propose on this project. Please don't hesitate to call our office with any questions.

Sincerely,



Greg Ravatt, AIA, CID, Principal Architect
California Licensed Architect, No. C20808
Email: gravatt@raarchitectseengineers.com

Client/Client's Authorized Agent

Name/Title

Date



HOURLY RATE SCHEDULE
RAVATT, ALBRECHT & ASSOCIATES, INC.
 Effective January, 2022

EMPLOYEE RATES

Principal Architect	\$170.00
Licensed Project Architect.....	150.00
Principal Engineer	170.00
Project Manager.....	150.00
Licensed Mechanical Engineer	150.00
Staff Engineer	110.00
Designer.....	95.00
Senior CAD	95.00
CAD/Clerical.....	85.00

MILEAGE RATE (REIMBURSABLE)

Per mile70
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REPRODUCTION COSTS (REIMBURSABLE)

Graphics, Printing.....	Invoice plus 15%
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CONSULTANT FEES (REIMBURSABLE)

Fees charged by RA's consultants will be charged at actual cost, plus 15%, to cover overhead and administrative expenses.

BILLING AND PAYMENTS

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1-½% per month will be charged on balances which are more than 30 days past due.

SERVICE AGREEMENT
**(DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR
RELOCATE THRESHOLD FOR RUNWAY 20)
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT**

By this Agreement, dated January 12, 2023 between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Engineer agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Engineer's Scope of Project and Compensation". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Engineer will commence June 1, 2022, or upon sooner under the direction of the General Manager, with time of completion on or before April 30, 2023.

3. COMPENSATION

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Engineer shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Engineer. Engineer may retain copies for its files.

Engineer shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Engineer in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Engineer.

6. INDEPENDENT CONTRACTOR

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

7. PRIOR APPROVAL OF DISTRICT

Engineer shall not incur any obligations or provide any services for District without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Engineer's bills.

8. ENGINEER' RECORDS

Full and complete records of Engineer's services and expenses and records between District and Engineer shall be kept and maintained by Engineer and shall be retained by Engineer for three (3) years after District makes final payment to Engineer hereunder. 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 Engineer which are directly pertinent to Engineer's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Engineer shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any 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 thereof to Engineer, 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 Engineer, as full and final settlement, compensation for all of Engineer'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 Engineer's services rendered to the date of receipt of such notice bears to the total compensation the Engineer would have received in accordance with Exhibit "A" had the project been completed.

11. INSURANCE Engineer shall, at Engineer's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Engineer and Engineer's officers and employees:

Automotive 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.

Before or concurrently with the execution of this Agreement, Engineer 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, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. INDEMNITY

Engineer shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Engineer, or arising from the negligence, act or omission of Engineer, its officers and employees, provided, however, that Engineer is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. EXTRA SERVICES

There will be no payment for extra services by Engineer unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

14. RIGHT TO AMEND

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Engineer agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Engineer for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Engineer at Tartaglia Engineering, 7360 El Camino Real, Suite E, P.O. Box 1930, Atascadero, California 93423. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER ENGINEERING SERVICES

District reserves the right to contract with Engineer or other engineering firms for engineering and design services on a project-by-project or other basis.

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

Dated: January 12, 2023

Approved as to form on behalf of District:

DISTRICT:

General Manager

Ignacio Moreno, President

Approved as to form:

David Baskett, Secretary

District Counsel

Engineer:

John Smith, P.E.
Principal

TARTAGLIA ENGINEERING

7360 El Camino Real, Suite E • P.O. Box 1930 • Atascadero, CA 93423
Phone: 805-466-5660 • civilengineers@tartaglia-engineering.com

Kerry Fenton
Acting General Manager
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

December 18, 2022

File: 21-72

Subject: Relocate Threshold of Runway 20

Dear Ms. Fenton:

It is with great interest that Tartaglia Engineering submits this fee proposal to provide professional civil engineering services for the relocation of the threshold of Runway 20. Tartaglia Engineering has been providing engineering / consulting services to the District for several years. We look forward to the opportunity to serve you on this unique undertaking.

STATEMENTS OF UNDERSTANDING

The following reflects our understanding of the project, based on information provided through phone calls, meetings, site visits, and preliminary engineering design:

1. The most recent Airport Master Plan and Airport Layout Plan (ALP) include a relocation of the threshold of Runway 20. The purpose of this change is to shift the threshold and its associated Runway Protection Zone (RPZ) approximately 950 feet to the south. In so doing, the RPZ shifts and previously undevelopable District properties along Skyway Drive can now be developed. In addition, the shift allows for the extension of Airpark Drive, linking the existing south and north segments.
2. The scope of the work includes removal of existing markings, and installation of new markings at the revised locations. In addition, all other runway markings for Runway 2-20 will receive a new coat of paint, to bring them all to a current, same level of integrity and visibility.
3. The project will include application of a slurry seal to address pavement raveling at the "20" end, prior to new markings.
4. Lastly, the illuminated hold position sign on Runway 2-20, protecting Runway 12-30, will require relocation, to align with a shifted hold position marking.
5. The scope of this contract is to provide project services from conception through completion. Professional services will include work in the Preliminary, Design, Bidding, Construction, and Completion Phases.

SCOPE OF SERVICES

Tartaglia Engineering proposes to provide the following services for this project:

Design Phase:

1. Perform field topographic survey of the site, based on existing airport control. Establish local survey control for use during marking operations.
2. Prepare preliminary plans for proposed improvements and a preliminary construction cost estimate.
3. Prepare an application to Caltrans, Division of Aeronautics in support of the relocation. Submit to Caltrans together with the draft plans.
4. Prepare improvement plans for the project, according to the following preliminary schedule (7 sheets total):
 - A. Title Sheet
 - B. Project Layout Plan
 - C. Demolition Plan (2)
 - D. Pavement Marking Plan (2)
 - E. Marking and Electrical Details
5. Present 50% and 95% complete drawings to the Airport District for review and approval. Make necessary revisions based on District input.
6. Prepare a Construction Safety and Phasing Plan (CSPP) in accordance with FAA guidelines, addressing safety in all contractor operations while on the airfield.
7. Prepare bid ready technical specifications and contract documents, using the District-standard “boiler-plate” contract document, including bid schedule, and Notice Inviting Sealed Bids.
8. Prepare a Construction Cost Estimate reflecting the completed plans and specifications, suitable for use in the comparison of bids.
9. Provide the Airport District with original documents, suitable for duplication and distribution to interested contractors, at the appropriate time.
10. Provide input to the District planning consultant regarding the final position of the threshold, in support of a “pen and ink” update to the ALP. In addition, maintain communication with Caltrans Division of Aeronautics regarding the change in airfield layout.

Bidding Phase:

Once all documents are prepared, reviewed, and approved by the District, and at the direction of staff, and with authorization of Caltrans, Division of Aeronautics, the project will move forward with public bidding. Work within this phase will include:

1. Schedule, chair, and take minutes at a Pre-Bid Job Walk.

2. Provide equal, fair, unbiased, and timely input / response to all contractor questions during the bidding effort.
3. Prepare any contract addenda should the need arise.
4. Attend and play an active role in the bid opening.
5. Review all bids for accuracy and completeness. Confirm proper licensing of bidding contractors, and listed sub-contractors. Prepare a detailed bid results spread sheet. Prepare a letter to the District summarizing the bid process, concluding with a recommendation for award.

Construction Phase:

Work within the Construction Phase will commence at an agreed upon start date by and between the Contractor and the District, reflective of the weather and temperature limitations and airport activities including the Air Show.

1. Schedule, chair, and take minutes at a Pre-Construction Conference.
2. Support and facilitate contractor work-force background security checks and badging if it is determined Contractor forces are to be badged. Otherwise, be prepared to provide full-time escort service, supporting District staff in this task.
3. Perform construction staking / layout of all reconstruction work.
4. Provide active construction inspection / observation of all activities:
 - A. Continuous monitoring of airfield safety and security measures: pavement closed delineation, marking and lighting of vehicles and equipment, gate closure and locking, escorts in proximity to charges, etc.
 - B. Movement of equipment and materials throughout the airport.
 - C. Documenting all construction activities through a daily report and weekly summary report. Include photos. Document weather and working conditions, men and equipment on-site, work performed, progress made, and challenges that may have developed.
 - D. Documentation of construction material quantity and quality.
 - E. Provide field engineering and plan and specification interpretation if necessary to facilitate continued progress.
 - F. Based on knowledge and experience with this type of work and site characteristics unique to this local, anticipate problems and issues before they arise. Engage the contractor as necessary to keep him thinking ahead.
 - G. Provide material quantity estimates in support of periodic contractor pay requests.
 - H. Document issues and challenges. Provide input on any necessary Requests for Proposals (RFP's) and any Proposals received.
 - I. Provide periodic input to Airport staff and the Tower, keeping interested parties informed of progress and anticipated airfield impacts as they arise.
 - J. Participate in the Preliminary Final Inspection and the Final Inspection.

5. Provide construction contract administration services:
 - A. Material submittal review and approval.
 - B. Preparation of contractor periodic pay requests.
 - C. Preparation of any RFP's or Change Orders that may be necessary. Provide active negotiation for any additional work, either through Change Order of force account.
 - D. Review of certified payrolls and benefit statements.
 - E. Hold a Preliminary Final Inspection. Prepare a Punch List.
 - F. Perform a Final Inspection.

COMPENSATION

Tartaglia Engineering proposes to provide the professional engineering services identified in the Scope of Services portion of this proposal, on a Time and Materials basis, to the not to exceed total of \$48,108.00, as detailed on the enclosed Fee Work-Up. The Phase breakdown for this fee is as follows:

	Description	Fee
1	Design Phase	\$19,839.00
2	Bidding Phase	\$5,052.00
3	Construction Phase	\$23,217.00
	Total	\$48,108.00

The Preliminary Construction Cost Estimate for this project is \$216,000.00.

Thank you for the opportunity to propose our consulting engineering services for this project. Please call with any questions or concerns you may have regarding the project or this proposal.

Sincerely,

TARTAGLIA ENGINEERING


John A. Smith
Principal

enclosures: Tartaglia Engineering Fee Schedule
Fee Work-Up

TARTAGLIA 
ENGINEERING

7360 El Camino Real, Suite E P.O. Box 1930 Atascadero, CA 93423
Phone: 805-466-5660 civilengineers@tartaglia-engineering.com

FEE SCHEDULE P1 - 2022

Principal-In-Charge.....	\$143.00 per hour
Licensed Land Surveyor	\$131.00 per hour
Registered Civil Engineer	\$136.00 per hour
Project Manager	\$119.00 per hour
Environmental Coordinator / CPESC	\$98.00 per hour
Engineer / Survey Technician III	\$98.00 per hour
Engineer / Survey Technician II	\$87.00 per hour
Engineer / Survey Technician I.....	\$69.00 per hour
Clerical	\$53.00 per hour
Professional Travel Time	\$83.00 per hour
Inspector:	
Day, Straight Time	\$125.00 per hour
Day, Overtime	\$146.00 per hour
Night, Straight Time.....	\$132.00 per hour
Night, Overtime.....	\$147.00 per hour
(Minimum night shift = 4 hours)	
Survey Party:	
One Man	\$185.00 per hour
Two Man	\$249.00 per hour

Direct expenses shall be reimbursed as follows:

Mileage.....	\$0.56 per mile
Per diem	\$160.00 per man-day
Reproduction, postage, express mail shipping, advertising	At Cost
Sub-consultant services	At Cost
Supplies including monuments and construction staking material	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Fee Schedule subject to change after December 31, 2022

Task	Description	Prof. Engr.	Land Survey.	Civil Eng	Eng/Sur Tech III	Eng/Sur Tech II	Eng/Sur Tech I	Clerical	Survey 1-Man	Inspector ST, Night	Inspector OT, Night	Light Crew	Mileage	Total
		\$143.00	\$131.00	\$136.00	\$98.00	\$87.00	\$69.00	\$53.00	\$185.00	\$132.00	\$147.00	\$0.00	\$0.56	
	Design Phase													
1	Field survey of markings		6.0						4.0					\$1,526.00
2	Preliminary Plans	6.0		6.0	9.0	9.0								\$3,339.00
3	Caltrans application & communication			7.0			4.0	1.0						\$1,281.00
4, 5, 9	Final plans for construction	4.0		17.0	23.0	15.0	6.0							\$6,857.00
6	Construction Safety & Phasing Plan (CSPP)	6.0		9.0	11.0			1.0						\$3,213.00
7, 9	Final contract documents	2.0		15.0		7.0		2.0						\$3,041.00
8	Construction cost estimate			3.0		2.0								\$582.00
10	Information to Planner													\$0.00
	Sub-Total, Design Phase													\$19,839.00
	Bidding Phase													
1	Pre-Bid Job Walk	3.0		8.0										\$1,517.00
2	Answer contractor questions			6.0	2.0									\$1,012.00
3	Prepare addenda.			3.0				2.0						\$514.00
4	Att. opening. Prepare summary	3.0		3.0				1.0						\$890.00
5	Letter summary & recommend.	2.0		5.0				1.0						\$1,019.00
	Supplies, Postage													\$100.00
	Sub-Total, Bidding Phase													\$5,052.00
	Construction Phase													
1,2	Pre-Construction Conference			5.0	5.0									\$1,170.00
3	Staking and layout of markings and sign		2.0						15.0					\$3,037.00
4	Construction observation									60.0	24.0			\$11,448.00
5	Construction administration			32.0		30.0								\$6,962.00
	Supplies, Postage													\$600.00
	Sub-Total, Construct Phase													\$23,217.00
	Total: Design, Bidding, and Construction Phase Services													\$48,108.00
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.													
2	Construction contract is 50 calendar days. Inspection is full-time due to nature of work and location on airport. Presumed contractor only working a fraction of the allocation.													
3	Estimated construction cost: \$216,000.00													

INTEROFFICE MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: STAFF

SUBJECT: DECLARATION AND DISPOSAL/SALE OF SURPLUS ITEM: JD 5210 TRACTOR

DATE: JANUARY 12, 2023

CC:

Staff recommends that the Board of Directors designate the photo of the item on the attached sheet as surplus property and authorize the General Manager to sell and/or dispose of.

The item would be made available through the public process for purchase. If this item is not sold, it would be turned in for scrap value, or properly disposed of.







JOHN DEERE

Product Identification Number

LV5210S320316



5210 TRACTOR

DEERE & COMPANY

MOLINE, ILLINOIS

Made in USA