



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

**Thursday  
June 26, 2025**

**Administration Building  
Airport Boardroom  
6:00 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, Brown, Clayton, Guy**

- 1. MINUTES OF THE SPECIAL MEETING HELD JUNE 12, 2025**
- 2. MINUTES OF THE REGULAR MEETING HELD JUNE 12, 2025**
- 3. COMMITTEE REPORT(S):**
  - a) EXECUTIVE**
  - b) ADMINISTRATION & FINANCIAL**
  - c) SAFETY & SECURITY**
  - d) REAL ESTATE**
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT**
  - f) GOVERNMENT AFFAIRS**
  - g) MARKETING & PROMOTIONS**
  - h) GENERAL AVIATION**
- 4. GENERAL MANAGER'S REPORT**
- 5. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register**
  - b) Budget vs. Actual**
  - c) Financial Statements**
  - d) Budget Deviation**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION TO AWARD THE CONTRACT FOR BIDS ON REHABILITATION RUNWAY 12-30 AND FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND GRANITE CONSTRUCTION COMPANY FOR THE REHABILITATION RUNWAY 12-30 SUBJECT TO REVIEW AND APPROVAL BY DISTRICT COUNSEL.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND MEAD & HUNT, INC., FOR AIR SERVICE CONSULTING SERVICES.**
9. **RESOLUTION 946. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW PERSONNEL MANUAL AND SUPERSEDING ALL CONFLICTING RULES, POLICIES, REGULATIONS, AND MANUALS.**
10. **RESOLUTION 947. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW INJURY ILLNESS PREVENTION PROGRAM.**
11. **RESOLUTION 948. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE MODEL WORKPLACE VIOLENCE PREVENTION PLAN.**
12. **AUTHORIZATION FOR THE PRESIDENT TO EXECUTE THE PETITION REQUESTING ANNEXATION INTO CITY OF SANTA MARIA SOUTHWEST LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER FOR THE U.S. CUSTOMS UPGRADES: BUILDING & SITE CIVIL BETWEEN THE DISTRICT AND NEWTON CONSTRUCTION & MANAGEMENT, INC.**
14. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO CONSENT TO THE TRANSFER OF THE HANGAR LOCATED AT 2987-D AIRPARK DRIVE TO CYGNET AEROSPACE CORPORATION.**
15. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
  - b) Conference with Real Property Negotiators pursuant to Gov. Code Section 54956.8.
  - c) Public Employment – Legal Counsel pursuant to Gov. Code Section 54957.
16. **DIRECTORS' COMMENTS.**
17. **ADJOURNMENT.**

MINUTES OF THE SPECIAL BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD JUNE 12, 2025

The Board of Directors of the Santa Maria Public Airport District held a Special Meeting at the regular meeting place at 5:55 p.m. Present were Directors Moreno, Adams, Brown, and Clayton, General Manager, Pehl, Manager of Finance & Administration, Reade, and District Counsel, Cheung. Director Guy was absent.

1. PUBLIC SESSION FOR ITEMS ON THE AGENDA: 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. The Board will establish a time limit for receipt of testimony.

No one requested to speak.

2. Authorization for the President and Secretary to execute the Agreement for Sale of Conservation Credits between the District and Rancho Purisma, LLC, in Satisfaction of the District's Settlement Agreement with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW). Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 3-1 vote. Director Adams voted "No".

5. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on June 12, 2025, at 6:13 p.m. at the regular meeting place. Director Adams made that Motion, Director Brown Seconded, and it was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Special Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:12 p.m. on June 12, 2025.

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Ignacio Moreno, President

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Steve Brown, Secretary

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD JUNE 12, 2025

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:13 p.m. Present were Directors Moreno, Adams, Brown, and Clayton. General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung. Director Guy was absent.

1. MINUTES OF THE REGULAR MEETING HELD May 22, 2025. Director Adams made a Motion to approve the minutes of the regular meeting held May 22, 2025. Director Clayton Seconded, and it was carried by a 4-0 vote.
2. MINUTES OF THE SPECIAL MEETING HELD June 5, 2025. Director Adams made a Motion to approve the minutes of the special meeting held June 5, 2025. Director Clayton Seconded, and it was carried by a 4-0 vote.
3. COMMITTEE REPORT(S):
  - a) EXECUTIVE – The committee met to set the agenda.
  - b) ADMINISTRATION & FINANCIAL – The committee met to review the budget.
  - c) SAFETY & SECURITY – No meeting scheduled.
  - d) REAL ESTATE – No meeting scheduled.
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
  - f) GOVERNMENT AFFAIRS – No meeting scheduled.
  - g) MARKETING & PROMOTIONS – No meeting scheduled.
  - h) GENERAL AVIATION – No meeting scheduled.
4. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on a retirement party he and Director Adams attended for the FAA Director, Airports Division, for the Western Pacific Region on the 30<sup>th</sup>. He notified the Board that he attended the AirFest kickoff BBQ that was held on the 5<sup>th</sup>.
5. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
  - a) Demand Register. The Demand Register, covering warrants 073728 through 073784 in the amount of \$517,455.10, was recommended for approval as presented. Director Adams made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 4-0 vote.
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 three-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 President and Secretary to execute the 29<sup>th</sup> Amendment of Lease between the District and CJJ Farming. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by a 4-0 vote.
8. Review and approval of the budget for fiscal year 2025-2026. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by a 4-0 vote.
9. Authorization for the President and Secretary to execute the First Amendment of Memorandum of Agreement between the District and Uber Technologies, Inc. Director Adams made a Motion to approve. Director Brown Seconded, and it was carried by a 4-0 vote.
10. Authorization for the President and Secretary to execute the First Amendment of Memorandum of Agreement between the District and Lyft, Inc. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
11. Authorization for the General Manager to execute the Change Order between the District and Controlled Key Systems, Inc., for the Security Access Control for the Customs Building. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
12. Closed Session. This item was tabled.
  - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
13. Directors' Comments. Directors Moreno, Brown, and Adams had no comment.

Director Clayton stated the District is heading in the right direction.
14. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on June 26, 2025, at the regular meeting place. Director Adams made that Motion, Director Clayton Seconded, and it was carried by a 4-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:34 p.m. on June 12, 2025.

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Ignacio Moreno, President

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Steven Brown, Secretary

2024-2025

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073785 to 073825 and electronic payments on Pacific Premier Bank and in the total amount of \$294,378.68.

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MARTIN PEHL  
GENERAL MANAGER

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DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073785 to 073825 and electronic payments on Pacific Premier Bank in the total amount of \$294,378.68 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.

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VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

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DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JUNE 26, 2025.

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STEVE BROWN  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73785	6/23/2025	Adams, Chuck	\$600.00	Director's Fees
* 73786	6/23/2025	ADB SAFEGATE Americas LLC	\$1,723.62	Lighting Maintenance
* 73787	6/23/2025	American Industrial Supply	\$142.90	Pavement Maint. - Self Serve
* 73788	6/23/2025	AT&T	\$49.63	Telephone Service
* 73789	6/23/2025	Bomar Security & Investigation	\$5,536.00	Security Service
* 73790	6/23/2025	Brown, Steve	\$600.00	Director's Fees
* 73791	6/23/2025	Central City Tool Supply, Inc.	\$32.61	Vehicle Maintenance
* 73792	6/23/2025	City of Guadalupe	\$93,986.82	Security Service/LEO - March, April, May 2025
* 73793	6/23/2025	City of Santa Maria	\$530.00	Construction Meter Fees
* 73794	6/23/2025	Coffman Associates	\$378.00	Wildlife Hazard Management Plan Update
* 73795	6/23/2025	Comcast	\$1,405.02	Cable/Internet/Digital Voice
* 73796	6/23/2025	Comcast Business	\$2,216.60	Internet Service
* 73797	6/23/2025	Digital West	\$950.65	Network Services - Terminal
* 73798	6/23/2025	Federal Express	\$76.72	Shipping Services
* 73799	6/23/2025	Fence Factory	\$570.77	Misc Maintenance - Self Serve
* 73800	6/23/2025	Fenton, Kerry	\$2,220.99	Travel Reimbursement
* 73801	6/23/2025	Grainger	\$582.68	Vehicle Maint. / Office Supplies
* 73802	6/23/2025	Groveman Hiete LLP	\$4,138.10	Legal Consulting
* 73803	6/23/2025	Gsolutionz, Inc.	\$406.82	Voice Svcs 5/22/25 - 6/21/25
* 73804	6/23/2025	Guy, Anthony Ted	\$300.00	Director's Fees
* 73805	6/23/2025	Hayward Lumber Company	\$282.61	Misc Maintenance - Self Serve
* 73806	6/23/2025	Home Depot	\$280.24	Fencing & Gates/Shop Supplies
* 73807	6/23/2025	J B Dewar, Inc	\$554.04	Unleaded/Diesel Fuel
* 73808	6/23/2025	J.F. Will Company, Inc.	\$22,146.34	Taxiway Charlie - Retention
* 73809	6/23/2025	JD Humann Landscaping, Inc	\$4,955.00	Landscaping - Terminal
* 73810	6/23/2025	Langan CA, Inc.	\$1,227.08	Environmental Consulting Services
* 73811	6/23/2025	Letters, Inc.	\$56.00	Car Wash
* 73812	6/23/2025	Limotta Internet Technologies	\$12,696.00	Network Support Svcs - Subscriptions
* 73813	6/23/2025	McMaster-Carr	\$220.01	Vehicle Maintenance
* 73814	6/23/2025	Mead & Hunt, Inc.	\$7,500.00	Airport Consulting Service
* 73815	6/23/2025	Mission Linen Service	\$338.88	Uniform Service
* 73816	6/23/2025	Moreno, Ignacio	\$400.00	Director's Fees
* 73817	6/23/2025	Napa Auto Parts	\$148.31	Vehicle Maintenance
* 73818	6/23/2025	Quaglino Roofing	\$4,471.85	Retention - Customs
* 73819	6/23/2025	Quinn Company	\$1,533.84	Pavement Maint. - Self Serve
* 73820	6/23/2025	ReNewell Fleet Service	\$697.11	Vehicle Maintenance
* 73821	6/23/2025	RRM Design Group	\$28,838.50	SMX Business Park Spec Plan Amendment
* 73822	6/23/2025	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 73823	6/23/2025	Trinity Landscape Center	\$664.28	Pavement Maintenance - Self Serve
* 73824	6/23/2025	Ward Diesel Filter Systems	\$603.56	Vehicle Maintenance
* 73825	6/23/2025	West Coast Industrial Supply	\$53.55	Vehicle Maintenance

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
		Subtotal	<u>\$222,115.13</u>	
ACH	6/11/2025	CalPers	\$17,068.05	Employee Health Insurance
ACH	6/17/2025	Frontier	\$161.09	Telephone Service
ACH	6/17/2025	The Gas Company	\$690.08	Utilities - Gas
ACH	6/17/2025	CalPers	\$7,353.53	Employee Retirement
ACH	6/18/2025	Paychex	\$8,317.61	Payroll Taxes
ACH	6/18/2025	Paychex	\$30,351.97	Payroll
ACH	6/19/2025	Paychex	\$200.49	Paychex Invoice
ACH	6/19/2025	PG&E	\$2,232.67	Terminal/Admin/Hangar Electricity
ACH	6/19/2025	Ready Refresh	\$43.36	Water Delivery
ACH	6/23/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
ACH	6/23/2025	Clark Pest Control	\$272.00	Terminal Maintenance
		Subtotal	<u>\$72,263.55</u>	
		Total	<u><u>\$294,378.68</u></u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of May 31, 2025

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	58,804.66	82,500.00	(23,695.34)	(28.7 %)
61100-Tiedowns	25,170.00	26,125.00	(955.00)	(3.7 %)
61200-Fuel Flowage Fees	110,316.12	91,666.67	18,649.45	20.3 %
62000-T-Hangar	539,512.00	568,364.50	(28,852.50)	(5.1 %)
62100-Corporate Hangar	389,615.00	399,587.84	(9,972.84)	(2.5 %)
62200-Owner Build Hangar	21,967.00	21,967.00	0.00	.0 %
63000-T-Hangar Storage	46,062.00	47,208.34	(1,146.34)	(2.4 %)
64100-Main Hangar	129,272.00	129,250.00	22.00	.0 %
64200-Commercial Aviation	423,960.86	363,916.67	60,044.19	16.5 %
64300-Land Lease - Commercial Aviation	90,186.00	90,383.34	(197.34)	(.2 %)
65000-Car Rental	160,006.88	178,750.00	(18,743.12)	(10.5 %)
65100-Terminal Space Lease	156,760.55	156,750.00	10.55	.0 %
66100-Agricultural Lease	1,467,236.29	1,665,436.67	(198,200.38)	(11.9 %)
66200-Non Aviation Land Leases	375,999.85	374,916.67	1,083.18	.3 %
66300-Cell Tower Lease	55,610.00	55,550.00	60.00	.1 %
66400-Mobile Home Parks	506,340.20	512,416.67	(6,076.47)	(1.2 %)
67000-Administrative Income	27,611.03	20,166.67	7,444.36	36.9 %
67210-Leo Reimbursement	0.00	6,416.67	(6,416.67)	(100.0 %)
69100-Interest and Investment Earnings	253,506.82	229,166.67	24,340.15	10.6 %
69110-AIP Reimbursement	19,545.00	0.00	19,545.00	.0 %
69120-PFC Revenue	46,893.57	59,583.33	(12,689.76)	(21.3 %)
69200-Tax Revenues	2,270,054.15	2,223,833.34	46,220.81	2.1 %
Total Income	7,174,429.98	7,303,956.05	(129,526.07)	(1.8 %)

80000-G&A	14,837.70	12,833.34	2,004.36	15.6 %
80001-MHP - Maintenance	11,862.41	28,416.67	(16,554.26)	(58.3 %)
80002-MHP - MHP Liability Insurance	15,326.04	12,833.34	2,492.70	19.4 %
80003-MHP - Property Management	23,500.00	25,850.00	(2,350.00)	(9.1 %)
80004-MHP - Salaries/ Employee Related Expenses	111,106.63	117,333.34	(6,226.71)	(5.3 %)
80005-MHP - Utilities	192,775.74	183,333.34	9,442.40	5.2 %
80100-Salaries- Administration	449,218.83	478,500.00	(29,281.17)	(6.1 %)
80101-Salaries - Maintenance & Operations	478,079.75	500,316.67	(22,236.92)	(4.4 %)
80102-Employee Benefits - Other	56,547.05	52,250.00	4,297.05	8.2 %
80104-Employee Benefits - Medical	255,494.00	259,416.67	(3,922.67)	(1.5 %)
80105-Medicare Tax	15,426.61	14,208.34	1,218.27	8.6 %
80106-PERS Retirement	313,545.82	325,233.34	(11,687.52)	(3.6 %)
81000-ARFF Services	745,030.00	910,250.00	(165,220.00)	(18.2 %)
81100-Electricity	246,307.67	214,041.69	32,265.98	15.1 %
81200-Natural Gas	9,352.71	10,450.02	(1,097.31)	(10.5 %)
81300-Water	97,230.86	100,833.35	(3,602.49)	(3.6 %)
81600-Communications	69,851.70	73,585.42	(3,733.72)	(5.1 %)
81601-Communications - Alarm	16,370.12	14,300.00	2,070.12	14.5 %
81602-Communications - Wireless	16,805.42	16,408.34	397.08	2.4 %
81603-Communications - Access Control	1,023.45	1,191.67	(168.22)	(14.1 %)
82400-Supplies Office	23,985.46	40,333.35	(16,347.89)	(40.5 %)
82410-Supplies Shop	36,357.81	33,014.67	3,343.14	10.1 %
82420-Supplie- Fire Fighting	60,829.81	55,760.84	5,068.97	9.1 %
82500-Fuel Expense	29,253.87	42,166.67	(12,912.80)	(30.6 %)
83000-Maintenance - Misc	10,220.94	19,525.02	(9,304.08)	(47.7 %)
83001-Maintenance - Lighting	20,862.53	24,291.68	(3,429.15)	(14.1 %)
83002-Maintenance - Generator	6,765.67	6,875.01	(109.34)	(1.6 %)
83003-Maintenance - Pavement	13,986.73	31,166.68	(17,179.95)	(55.1 %)
83004-Maintenance - Weed/Wildlife	64,210.17	55,000.00	9,210.17	16.7 %
83005-Maintenance - Fencing & Gates	9,498.32	17,691.69	(8,193.37)	(46.3 %)
83006-Maintenance - Building	68,122.99	69,398.10	(1,275.11)	(1.8 %)
83007-Maintenance - Fire Alarm	7,974.33	5,866.67	2,107.66	35.9 %
83008-Maintenance - Drainage	2,119.40	13,750.01	(11,630.61)	(84.6 %)
83100-Signs	4,434.62	7,791.68	(3,357.06)	(43.1 %)
84000-Equipment Lease	9,027.71	9,166.67	(138.96)	(1.5 %)

84500-Janitorial	127,000.50	126,850.18	150.32	.1 %
84700-Landscaping	58,048.46	67,817.76	(9,769.30)	(14.4 %)
85000-Vehicle Maintenance	42,223.95	70,583.33	(28,359.38)	(40.2 %)
85400-Dues and Membership	78,473.39	68,750.00	9,723.39	14.1 %
86000-Advertising	14,834.63	45,833.34	(30,998.71)	(67.6 %)
86001-Consulting - Admin	115,465.54	106,942.00	8,523.54	8.0 %
86002-Consulting Professional	348,726.55	354,461.25	(5,734.70)	(1.6 %)
86003-Consulting - Legal	256,759.95	245,208.34	11,551.61	4.7 %
86004-Consulting - Security	446,289.38	450,083.34	(3,793.96)	(.8 %)
86005-Bank Fees	728.83	2,200.00	(1,471.17)	(66.9 %)
86006-Computer Software	166,086.22	161,245.34	4,840.88	3.0 %
86007-Customs	0.00	114,583.34	(114,583.34)	(100.0 %)
86015-Depreciation - Hangar Area	0.00	24,750.00	(24,750.00)	(100.0 %)
86025-Depreciation - Landing Area	0.00	1,833,333.34	(1,833,333.34)	(100.0 %)
86035-Depreciation - FBO	0.00	22,916.67	(22,916.67)	(100.0 %)
86045-Depreciation - Revenue Gen Land	0.00	216,333.34	(216,333.34)	(100.0 %)
86055- Depreciation - Terminal Area	0.00	359,333.34	(359,333.34)	(100.0 %)
86100-Depreciation - Administration	0.00	41,250.00	(41,250.00)	(100.0 %)
86200-Insurance	344,997.75	408,833.34	(63,835.59)	(15.6 %)
86500-Permits	6,947.83	11,000.00	(4,052.17)	(36.8 %)
86600-Education and Recognition	9,168.60	21,335.42	(12,166.82)	(57.0 %)
86700-Business Travel	20,302.87	27,500.00	(7,197.13)	(26.2 %)
86800-Fire Fighting Training	170.53	24,750.00	(24,579.47)	(99.3 %)
86900-Election Expense	30,622.60	28,071.09	2,551.51	9.1 %
88001-Airfest Expense - Sponsorship	75,000.00	68,750.00	6,250.00	9.1 %
88009-Airfest Expenses- Miscellaneous	1,054.08	0.00	1,054.08	.0 %
88609-Conservation Easement	2,065,870.16	1,902,325.34	163,544.82	8.6 %
Total Expenses	7,716,114.69	10,588,424.38	(2,872,309.69)	(27.1 %)
Net Income	(541,684.71)	(3,284,468.33)	2,742,783.62	25.4 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of May 31, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	83,975	3,276	7,634	233%
Fuel flowage fees	110,316	7,654	10,029	131%
Subtotal	194,291	10,930	17,663	162%
Hangar area				
T-Hangar	539,512	50,269	49,047	98%
Corporate T-Hangars	389,615	37,346	35,420	95%
T-Hangar Storage Units	46,062	4,203	4,187	100%
Owner Build Hangars	21,967	1,997	1,997	100%
Subtotal	997,156	93,815	90,651	97%
FBO Area				
Main Hangar	129,272	11,752	11,752	100%
Commercial Hangars	423,961	32,131	38,542	120%
Land Leases	90,186	8,184	8,199	100%
Subtotal	643,419	52,067	58,493	112%
Terminal Area				
Car Rental	160,007	12,072	14,546	120%
Terminal Space Lease	156,761	14,120	14,251	101%
TSA LEO Reimbursement	-	-	-	
Subtotal	316,767	26,192	28,797	110%
Revenue generating land				
Non Aviation Land Leases	376,000	34,604	34,182	99%
Agricultural Leases	1,467,236	154,563	133,385	86%
Cell Towers	55,610	5,110	5,055	99%
Airport Mobile Home Park	506,340	31,000	46,031	148%
Subtotal	2,405,186	225,277	218,653	97%
Administrative				
Badging Income			-	
Miscellaneous Income	27,611	3,058	2,510	82%
Plans and Specs	-	-	-	
Cares Grant Revenue	-	-	-	
Subtotal	27,611	3,058	2,510	82%
Total Revenue from operations	4,584,430	411,339	416,766	101%

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of May 31, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	128,623	15,671	11,693	75%
Hangar Area	98,613	7,517	8,965	119%
FBO Area	93,778	7,825	8,525	109%
Terminal Area	419,945	33,714	38,177	113%
Revenue generating land	393,612	5,921	35,783	604%
Salaries and Benefits	1,562,336	134,244	142,031	106%
Utilities	151,980	6,604	13,816	209%
Supplies	149,870	8,826	13,625	154%
Maintenance and Repairs	78,739	3,493	7,158	205%
Contractual Services	799,855	29,085	72,714	250%
Real Estate Commission	-	-	-	
ARFF Services	745,030	-	67,730	
Security Services	446,289	47,049	40,572	86%
Dues and Subscriptions	78,473	475	7,134	1502%
Advertising	14,835	-	1,349	
Depreciation	-	-	-	
Insurance	344,998	-	31,363	
Election Expense	30,623	-	2,784	
Business Travel	20,303	26	1,846	7099%
Fire Fighting Training	171	-	16	
Rent Credit	-	-	-	
Air Show Expense	76,054	-	6,914	
Conservation Easement	2,065,870	-	187,806	
Other Miscellaneous Expense	16,116	617	1,465	237%
Total Expenses	7,716,115	301,067	701,465	233%
Operating income (loss)	(3,131,684)	110,272	(284,699)	-258%
Non-Operating Revenues (Expenses):				
PFC Revenue	46,894	-	4,263	
Interest Income	253,507	15,269	23,046	151%
Tax Revenues	2,270,054	15,631	206,369	1320%
AIP Reimbursement	19,545	-	1,777	
Gain on Land Sale	-	-	-	
Total non-operating rev (exp)	2,590,000	30,900	235,455	762%
Net Income	(541,685)	141,173	(49,244)	-35%





**MEMORANDUM**

DATE: June 26, 2025

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #3 for 2024-2025 Budget

It is recommended that the 2024 - 2025 Budget be amended to include the following changes:

Expenses				Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.)	80102	700	Employee Benefits - Other	\$ 63,100	\$ 57,000	\$ 6,100
2.)	83004	700	Maintenance - Weed/Wildlife	\$ 68,000	\$ 60,000	\$ 8,000
3.)	85400	700	Dues and Memberships	\$ 79,000	\$ 75,000	\$ 4,000
4.)	86006	700	Computer Software	\$ 180,000	\$ 175,904	\$ 4,096
5.)	86200	700	Insurance	\$ 464,949	\$ 446,000	\$ 18,949
Total				<u>\$ 855,049</u>	<u>\$ 813,904</u>	<u>\$ 41,145</u>

- 1.) Disability expense was incorrectly calculated in the budget.
- 2.) Additional weed/wildlife required by the FAA. FAA noted satisfaction with the effect of the increased emphasis of reducing weeds and wildlife for safety.
- 3.) Chamber of Commerce increase not reflected in the budget.
- 4.) Projected budget deviation did not include all year end expenses.
- 5.) SDRMA estimated insurance expense was below the actual costs.

\_\_\_\_\_  
Veroneka Reade, Manager of Finance and Administration

Recommended: \_\_\_\_\_  
Martin Pehl, General Manager

Approved Board Meeting  
of June 26, 2025:

\_\_\_\_\_  
Steve Brown, Secretary

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# TARTAGLIA ENGINEERING

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P.O. Box 476, Pismo Beach, CA 93448

Phone: (805) 466-5660 • [civilengineers@tartaglia-engineering.com](mailto:civilengineers@tartaglia-engineering.com)

Martin Pehl, General Manager  
Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455

June 23, 2025

Project: Rehabilitate Runway 12-30  
Subject: Bid Opening

Dear Mr. Pehl:

In accordance with the Notice Inviting Sealed Bids and Addendum's 1-4, bids were received through the Public Purchase web portal Friday afternoon, June 20, 2025. A total of three (3) bids were received for the project, summarized as follows:

Bidder	Base Bid (Basis of Determining Low Bidder)	Additive Alternate
Granite Construction	\$ 5,592,934.00	\$ 3,664,446.00
CalPortland Construction	\$ 6,605,625.00	\$ 4,523,990.00
Papich Construction	\$ 9,975,709.00	\$ 7,331,357.00
<i>Engineer's Estimate</i>	<i>\$ 5,741,120.00</i>	<i>\$ 3,709,970.00</i>

A review of the bidders, the bids received, and the bidding process revealed the following:

1. All bidders were present at the mandatory Pre-Bid Job Walk.
2. During the Pre-Bid Job Walk, contractors appeared to fully grasp the scope of the project.
3. The bids were received in advance of the date and time for receipt of bids, modified (extended) through issuance of Addenda.
4. Bids included the required Bid Bond.
5. All bidders properly acknowledged the four (4) addendums prepared for each package.
6. All bidders are properly licensed through the State of California and are properly registered with the Department of Industrial Relations (DIR).
7. All blanks on all submitted forms were filled in, the bids were signed, as well as the necessary certificates.
8. All bidders are deemed qualified to perform the work of this project, as determined through a review of material received in the bid package and through recent past experiences of Tartaglia Engineering with these firms on projects of similar scope and magnitude.

It has been concluded the bids received reflect the current cost of construction for this scope and size of project at this location and at the designated work period: August – November 2025.

Tartaglia Engineering recommends the award of a construction contract with Granite Construction, Santa Barbara, California, in the amount of \$5,592,934.00, being the total of the Base Bid, pending the following actions:

1. A successful review of Disadvantaged Business Enterprise (DBE) documentation from Granite Construction, to be received over the next 48 hours.
2. Verbal concurrence from the FAA of their intent to financially support the award of the Base Bid (this reflects the verbal direction provided two weeks ago – recommend confirmation).

The FAA identified the strong possibility for financial support of a greater construction effort. Should this come to pass, the District will have time to award the Additive Alternate in a timely manner so as to not adversely impact progress or schedule. Authorizing the award of the Base Bid now allows the team to take full advantage of the summer construction season and the extended runway closure window offered by the Airport.

Enclosed for your review you will find the bid result spread sheets for this project. They have been previously provided to the District and have been posted to the District website.

Please call with any questions you may have regarding the project or this correspondence.

Sincerely,

**TARTAGLIA ENGINEERING**

*John A. Smith*

John A. Smith, P.E.  
Project Engineer

Enclosure: Bid Result Spreadsheets

AIP 3-06-0237-0xx-2025  
AIG 3-06-0237-0xx-2025

Santa Maria Public Airport District  
Rehabilitate Runway 12-30

Bid Opening:  
June 20, 2025 2:00 pm

Four (4) Addendas Issued

Item	Base Bid Schedule			Engineer's Estimate		Granite Construction Company		CalPortland Construction		Papich Construction Company, Inc.	
	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	MOBILIZATION (8% Max)	LS	1.0	\$ 400,000.00	\$ 400,000.00	\$ 440,000.00	\$ 440,000.00	\$ 500,000.00	\$ 500,000.00	\$ 797,000.00	\$ 797,000.00
A2	AIRPORT SAFETY AND SECURITY (5% Max)	LS	1.0	\$ 260,000.00	\$ 260,000.00	\$ 275,000.00	\$ 275,000.00	\$ 265,000.00	\$ 265,000.00	\$ 498,000.00	\$ 498,000.00
A3	UNIDENTIFIED UNDERGROUND REMOVALS	T&M	1.0	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
A4	SAWCUT	LF	3,100.0	\$ 4.00	\$ 12,400.00	\$ 5.00	\$ 15,500.00	\$ 2.70	\$ 8,370.00	\$ 3.90	\$ 12,090.00
A5	CLEAR AND GRUB SITE	SY	105.0	\$ 15.00	\$ 1,575.00	\$ 10.00	\$ 1,050.00	\$ 235.00	\$ 24,675.00	\$ 185.00	\$ 19,425.00
A6	COLD MILLING – UNIFORM THICKNESS: 0.06’	SY	64,300.0	\$ 3.00	\$ 192,900.00	\$ 3.75	\$ 241,125.00	\$ 6.50	\$ 417,950.00	\$ 4.70	\$ 302,210.00
A7	COLD MILLING – VARIABLE THICKNESS: 0.06’ TO 0.25’	SY	9,700.0	\$ 5.00	\$ 48,500.00	\$ 8.50	\$ 82,450.00	\$ 9.00	\$ 87,300.00	\$ 14.35	\$ 139,195.00
A8	COLD MILLING – VARIABLE THICKNESS: TEMPORARY TAPERS	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 125,000.00	\$ 125,000.00	\$ 115,000.00	\$ 115,000.00	\$ 350,000.00	\$ 350,000.00
A9	MISCELLANEOUS DEMOLITION AND REMOVALS	LS	1.0	\$ 65,000.00	\$ 65,000.00	\$ 80,000.00	\$ 80,000.00	\$ 25,000.00	\$ 25,000.00	\$ 350,000.00	\$ 350,000.00
A10	EXCAVATION	CY	15.0	\$ 100.00	\$ 1,500.00	\$ 115.00	\$ 1,725.00	\$ 700.00	\$ 10,500.00	\$ 600.00	\$ 9,000.00
A11	EMBANKMENT	-	-	-	-	-	-	-	-	-	-
A12	UNSUITABLE SUBGRADE	T&M	1.0	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
A13	SUBGRADE PREPARATION – PAVED SHOULDER	SY	120.0	\$ 70.00	\$ 8,400.00	\$ 30.00	\$ 3,600.00	\$ 240.00	\$ 28,800.00	\$ 51.70	\$ 6,204.00
A14	SUFRACE PREPARATION – OLD RUNWAY PAVEMENT / ASPHALT STABILIZED SAND	SY	10,300.0	\$ 5.00	\$ 51,500.00	\$ 3.75	\$ 38,625.00	\$ 4.50	\$ 46,350.00	\$ 12.75	\$ 131,325.00
A15	CRACK FILL & SEAL	LF	39,300.0	\$ 4.00	\$ 157,200.00	\$ 4.00	\$ 157,200.00	\$ 4.70	\$ 184,710.00	\$ 4.35	\$ 170,955.00
A16	PLACE AND COMPACT RECYCLED GRINDINGS/BASE	CY	50.0	\$ 80.00	\$ 4,000.00	\$ 140.00	\$ 7,000.00	\$ 500.00	\$ 25,000.00	\$ 325.00	\$ 16,250.00
A17	P-401 HOT-MIX ASPHALT PAVEMENT	TON	15,100.0	\$ 225.00	\$ 3,397,500.00	\$ 207.00	\$ 3,125,700.00	\$ 236.00	\$ 3,563,600.00	\$ 395.00	\$ 5,964,500.00
A18	TACK COAT	TON	46.0	\$ 1,200.00	\$ 55,200.00	\$ 850.00	\$ 39,100.00	\$ 750.00	\$ 34,500.00	\$ 875.00	\$ 40,250.00
A19	GROOVING	SY	51,600.0	\$ 4.50	\$ 232,200.00	\$ 3.50	\$ 180,600.00	\$ 4.00	\$ 206,400.00	\$ 5.00	\$ 258,000.00
A20	ELECTRICAL CONDUIT, 2”	LF	220.0	\$ 75.00	\$ 16,500.00	\$ 50.00	\$ 11,000.00	\$ 380.00	\$ 83,600.00	\$ 50.00	\$ 11,000.00
A21	TEMPORARY ELECTRICAL	LS	1.0	\$ 28,000.00	\$ 28,000.00	\$ 72,949.00	\$ 72,949.00	\$ 9,500.00	\$ 9,500.00	\$ 135,000.00	\$ 135,000.00
A22	AIRFIELD ELECTRICAL CONDUCTOR	LF	2,700.0	\$ 3.50	\$ 9,450.00	\$ 3.00	\$ 8,100.00	\$ 6.00	\$ 16,200.00	\$ 3.00	\$ 8,100.00
A23	COUNTERPOISE (W/GROUNDING)	LF	520.0	\$ 3.50	\$ 1,820.00	\$ 2.00	\$ 1,040.00	\$ 32.00	\$ 16,640.00	\$ 2.00	\$ 1,040.00
A24	RAISE EXISTING RUNWAY LIGHT CAN, INSTALL NEW ELEVATED LED FIXTURE	EA	38.0	\$ 3,000.00	\$ 114,000.00	\$ 2,850.00	\$ 108,300.00	\$ 1,200.00	\$ 45,600.00	\$ 2,850.00	\$ 108,300.00
A25	RAISE EXISTING TAXIWAY LIGHT CAN, INSTALL NEW ELEVATED LED FIXTURE	EA	12.0	\$ 3,000.00	\$ 36,000.00	\$ 2,800.00	\$ 33,600.00	\$ 1,200.00	\$ 14,400.00	\$ 2,800.00	\$ 33,600.00
A26	RAISE EXISTING IN-PAVEMEMENT RUNWAY LIGHT CAN, INSTALL NEW LED FIXTURE	EA	2.0	\$ 3,500.00	\$ 7,000.00	\$ 3,450.00	\$ 6,900.00	\$ 1,200.00	\$ 2,400.00	\$ 3,450.00	\$ 6,900.00
A27	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 2 MODULE, SIZE 1	EA	11.0	\$ 12,000.00	\$ 132,000.00	\$ 7,693.00	\$ 84,623.00	\$ 19,500.00	\$ 214,500.00	\$ 7,693.00	\$ 84,623.00
A28	PAVEMENT MARKING TEMPORARY TAPERS: 1-COAT	LS	1.0	\$ 15,000.00	\$ 15,000.00	\$ 36,000.00	\$ 36,000.00	\$ 31,995.00	\$ 31,995.00	\$ 31,995.00	\$ 31,995.00
A29	PAVEMENT MARKING: 2-COAT WITH REFLECTIVE MEDIA	SF	64,700.0	\$ 2.75	\$ 177,925.00	\$ 2.65	\$ 171,455.00	\$ 2.65	\$ 171,455.00	\$ 2.65	\$ 171,455.00
A30	PAVEMENT MARKING: 2-COAT	SF	19,400.0	\$ 2.25	\$ 43,650.00	\$ 2.00	\$ 38,800.00	\$ 2.00	\$ 38,800.00	\$ 2.00	\$ 38,800.00
A31	PAVEMENT MARKING: 1-COAT WITH REFLECTIVE MEDIA	SF	1,200.0	\$ 2.00	\$ 2,400.00	\$ 1.65	\$ 1,980.00	\$ 1.65	\$ 1,980.00	\$ 1.65	\$ 1,980.00
A32	PAVEMENT MARKING: 1-COAT	SF	2,000.0	\$ 1.75	\$ 3,500.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
A33	CONSTRUCTION ENVIRONMENTAL	LS	1.0	\$ 16,000.00	\$ 16,000.00	\$ 1,000.00	\$ 1,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
A34	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 4 MODULE, SIZE 1	EA	1.0	\$ 16,000.00	\$ 16,000.00	\$ 9,584.00	\$ 9,584.00	\$ 19,500.00	\$ 19,500.00	\$ 9,584.00	\$ 9,584.00
A35	ELECTRICAL CONDUIT, 2” WITH PCC TRENCH BACKFILL	LF	300.0	\$ 100.00	\$ 30,000.00	\$ 82.00	\$ 24,600.00	\$ 550.00	\$ 165,000.00	\$ 82.00	\$ 24,600.00
A36	INSTALL NEW ELEVATED LED FIXTURE ON EXISTING CAN (NO CAN AJDUSTMENT)	EA	4.0	\$ 1,500.00	\$ 6,000.00	\$ 1,250.00	\$ 5,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,250.00	\$ 5,000.00
A37	INSTALL NEW IN-PAVEMENT LIGHT	EA	4.0	\$ 5,000.00	\$ 20,000.00	\$ 7,915.00	\$ 31,660.00	\$ 1,200.00	\$ 4,800.00	\$ 7,915.00	\$ 31,660.00
A38	RAISE EXISTING BLANK LIGHT CAN TO GRADE	EA	3.0	\$ 1,000.00	\$ 3,000.00	\$ 801.00	\$ 2,403.00	\$ 600.00	\$ 1,800.00	\$ 801.00	\$ 2,403.00
A39	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 3 MODULE, SIZE 1	EA	5.0	\$ 14,000.00	\$ 70,000.00	\$ 8,653.00	\$ 43,265.00	\$ 19,500.00	\$ 97,500.00	\$ 8,653.00	\$ 43,265.00
Total Base Bid:					\$ 5,741,120.00		\$ 5,592,934.00		\$ 6,605,625.00		\$ 9,975,709.00
Total Identified on Bid Form:						\$	5,592,934.00	\$	6,605,625.00	\$	9,975,709.00

AIP 3-06-0237-0xx-2025

AIG 3-06-0237-0xx-2025

Four (4) Addendas Issued

Santa Maria Public Airport District  
Rehabilitate Runway 12-30

Bid Opening:  
June 20, 2025 2:00 pm

Item	Additive Alternate Bid Schedule			Engineer's Estimate		Granite Construction Company		CalPortland Construction		Papich Construction Company, Inc.	
	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
B1	MOBILIZATION (8% Max)	LS	1.0	\$ 300,000.00	\$ 300,000.00	\$ 287,500.00	\$ 287,500.00	\$ 355,000.00	\$ 355,000.00	\$ 490,000.00	\$ 490,000.00
B2	AIRPORT SAFETY AND SECURITY (5% Max)	LS	1.0	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 225,000.00	\$ 225,000.00	\$ 139,650.00	\$ 139,650.00
B3	UNIDENTIFIED UNDERGROUND REMOVALS	T&M	1.0	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
B4	SAWCUT	LF	1,600.0	\$ 4.00	\$ 6,400.00	\$ 8.00	\$ 12,800.00	\$ 3.00	\$ 4,800.00	\$ 5.00	\$ 8,000.00
B5	CLEAR AND GRUB SITE	SY	120.0	\$ 15.00	\$ 1,800.00	\$ 8.00	\$ 960.00	\$ 250.00	\$ 30,000.00	\$ 65.50	\$ 7,860.00
B6	COLD MILLING – UNIFORM THICKNESS: 0.06’	SY	36,500.0	\$ 3.00	\$ 109,500.00	\$ 4.50	\$ 164,250.00	\$ 6.90	\$ 251,850.00	\$ 5.40	\$ 197,100.00
B7	COLD MILLING – VARIABLE THICKNESS: 0.06’ TO 0.25’	SY	4,600.0	\$ 5.00	\$ 23,000.00	\$ 8.00	\$ 36,800.00	\$ 10.00	\$ 46,000.00	\$ 16.46	\$ 75,716.00
B8	COLD MILLING – VARIABLE THICKNESS: TEMPORARY TAPERS	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 73,000.00	\$ 73,000.00	\$ 115,000.00	\$ 115,000.00	\$ 125,000.00	\$ 125,000.00
B9	MISCELLANEOUS DEMOLITION AND REMOVALS	LS	1.0	\$ 65,000.00	\$ 65,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 61,315.00	\$ 61,315.00
B10	EXCAVATION	CY	15.0	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 680.00	\$ 10,200.00	\$ 650.00	\$ 9,750.00
B11	EMBANKMENT	-	-	-	-	-	-	-	-	-	-
B12	UNSUITABLE SUBGRADE	T&M	1.0	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
B13	SUBGRADE PREPARATION – PAVED SHOULDER	SY	120.0	\$ 70.00	\$ 8,400.00	\$ 30.00	\$ 3,600.00	\$ 240.00	\$ 28,800.00	\$ 57.00	\$ 6,840.00
B14	SUFRACE PREPARATION – OLD RUNWAY PAVEMENT / ASPHALT STABILIZED SAND	SY	6,500.0	\$ 5.00	\$ 32,500.00	\$ 4.00	\$ 26,000.00	\$ 8.00	\$ 52,000.00	\$ 16.00	\$ 104,000.00
B15	CRACK FILL & SEAL	LF	22,900.0	\$ 4.00	\$ 91,600.00	\$ 4.00	\$ 91,600.00	\$ 4.70	\$ 107,630.00	\$ 4.50	\$ 103,050.00
B16	PLACE AND COMPACT RECYCLED GRINDINGS/BASE	CY	50.0	\$ 80.00	\$ 4,000.00	\$ 125.00	\$ 6,250.00	\$ 500.00	\$ 25,000.00	\$ 355.00	\$ 17,750.00
B17	P-401 HOT-MIX ASPHALT PAVEMENT	TON	8,600.0	\$ 225.00	\$ 1,935,000.00	\$ 207.00	\$ 1,780,200.00	\$ 242.00	\$ 2,081,200.00	\$ 573.55	\$ 4,932,530.00
B18	TACK COAT	TON	26.0	\$ 1,200.00	\$ 31,200.00	\$ 850.00	\$ 22,100.00	\$ 750.00	\$ 19,500.00	\$ 875.00	\$ 22,750.00
B19	GROOVING	SY	29,500.0	\$ 4.50	\$ 132,750.00	\$ 3.25	\$ 95,875.00	\$ 4.00	\$ 118,000.00	\$ 5.00	\$ 147,500.00
B20	ELECTRICAL CONDUIT, 2”	LF	240.0	\$ 75.00	\$ 18,000.00	\$ 60.00	\$ 14,400.00	\$ 380.00	\$ 91,200.00	\$ 60.00	\$ 14,400.00
B21	TEMPORARY ELECTRICAL	LS	1.0	\$ 28,000.00	\$ 28,000.00	\$ 55,000.00	\$ 55,000.00	\$ 9,500.00	\$ 9,500.00	\$ 55,000.00	\$ 55,000.00
B22	AIRFIELD ELECTRICAL CONDUCTOR	LF	3,100.0	\$ 3.50	\$ 10,850.00	\$ 5.00	\$ 15,500.00	\$ 6.00	\$ 18,600.00	\$ 5.00	\$ 15,500.00
B23	COUNTERPOISE (W/GROUNDING)	LF	470.0	\$ 3.50	\$ 1,645.00	\$ 3.00	\$ 1,410.00	\$ 32.00	\$ 15,040.00	\$ 3.00	\$ 1,410.00
B24	RAISE EXISTING RUNWAY LIGHT CAN, INSTALL NEW ELEVATED LED FIXTURE	EA	17.0	\$ 3,000.00	\$ 51,000.00	\$ 4,850.00	\$ 82,450.00	\$ 1,200.00	\$ 20,400.00	\$ 4,850.00	\$ 82,450.00
B25	RAISE EXISTING TAXIWAY LIGHT CAN, INSTALL NEW ELEVATED LED FIXTURE	EA	7.0	\$ 3,000.00	\$ 21,000.00	\$ 4,800.00	\$ 33,600.00	\$ 1,200.00	\$ 8,400.00	\$ 4,800.00	\$ 33,600.00
B26	RAISE EXISTING IN-PAVEMEMENT RUNWAY LIGHT CAN, INSTALL NEW LED FIXTURE	-	-	-	-	-	-	-	-	-	-
B27	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 1 MODULE, SIZE 1	-	-	-	-	-	-	-	-	-	-
B28	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 2 MODULE, SIZE 1	EA	11.0	\$ 15,000.00	\$ 165,000.00	\$ 14,193.00	\$ 156,123.00	\$ 19,500.00	\$ 214,500.00	\$ 14,193.00	\$ 156,123.00
B29	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 3 MODULE, SIZE 1	EA	9.0	\$ 15,000.00	\$ 135,000.00	\$ 15,153.00	\$ 136,377.00	\$ 19,500.00	\$ 175,500.00	\$ 15,153.00	\$ 136,377.00
B30	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - 4 MODULE, SIZE 1	EA	8.0	\$ 15,000.00	\$ 120,000.00	\$ 16,084.00	\$ 128,672.00	\$ 19,500.00	\$ 156,000.00	\$ 16,084.00	\$ 128,672.00
B31	INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - DISTANCE REMAINING, SI	-	-	-	-	-	-	-	-	-	-
B32	INSTALL NEW CONSTANT CURRENT REGULATOR: 30 KW	-	-	-	-	-	-	-	-	-	-
B33	INSTALL NEW AIRPORT LIGHTING CONTROL & MONITORING SYSTEM (ALCMS)	-	-	-	-	-	-	-	-	-	-
B34	PAVEMENT MARKING TEMPORARY TAPERS: 1-COAT	LS	1.0	\$ 15,000.00	\$ 15,000.00	\$ 23,895.00	\$ 23,895.00	\$ 17,995.00	\$ 17,995.00	\$ 31,000.00	\$ 31,000.00
B35	PAVEMENT MARKING: 2-COAT WITH REFLECTIVE MEDIA	SF	19,900.0	\$ 2.75	\$ 54,725.00	\$ 2.65	\$ 52,735.00	\$ 2.65	\$ 52,735.00	\$ 2.65	\$ 52,735.00
B36	PAVEMENT MARKING: 2-COAT	SF	8,400.0	\$ 2.25	\$ 18,900.00	\$ 2.00	\$ 16,800.00	\$ 2.00	\$ 16,800.00	\$ 2.00	\$ 16,800.00
B37	PAVEMENT MARKING: 1-COAT WITH REFLECTIVE MEDIA	SF	1,600.0	\$ 2.00	\$ 3,200.00	\$ 1.65	\$ 2,640.00	\$ 1.65	\$ 2,640.00	\$ 1.65	\$ 2,640.00
B38	PAVEMENT MARKING: 1-COAT	SF	2,400.0	\$ 1.75	\$ 4,200.00	\$ 1.00	\$ 2,400.00	\$ 1.00	\$ 2,400.00	\$ 1.00	\$ 2,400.00
B39	ADJUST CLEANOUT TO GRADE	-	-	-	-	-	-	-	-	-	-
B40	ADJUST CATCH BASIN TO GRADE	-	-	-	-	-	-	-	-	-	-
B41	CONSTRUCTION SITE ENVIRONMENTAL (No SWPPP)	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 35,000.00	\$ 35,000.00	\$ 13,930.00	\$ 13,930.00
B42	ELECTRICAL CONDUIT, 2” WITH PCC TRENCH BACKFILL	LF	230.0	\$ 100.00	\$ 23,000.00	\$ 122.00	\$ 28,060.00	\$ 550.00	\$ 126,500.00	\$ 122.00	\$ 28,060.00
B43	INSTALL NEW ELEVATED LED FIXTURE ON EXISTING CAN (NO CAN AJDUSTMENT)	EA	2.0	\$ 1,500.00	\$ 3,000.00	\$ 3,250.00	\$ 6,500.00	\$ 1,200.00	\$ 2,400.00	\$ 3,250.00	\$ 6,500.00
B44	INSTALL NEW IN-PAVEMENT LIGHT	EA	3.0	\$ 5,000.00	\$ 15,000.00	\$ 12,915.00	\$ 38,745.00	\$ 1,200.00	\$ 3,600.00	\$ 12,915.00	\$ 38,745.00
B45	RAISE EXISTING BLANK LIGHT CAN TO GRADE	EA	4.0	\$ 1,200.00	\$ 4,800.00	\$ 2,801.00	\$ 11,204.00	\$ 1,200.00	\$ 4,800.00	\$ 2,801.00	\$ 11,204.00
Total Additive Alternate Bid:					\$ 3,709,970.00		\$ 3,664,446.00		\$ 4,523,990.00		\$ 7,331,357.00

Total Identified on Bid Form: \$ 3,664,446.00 \$ 4,523,990.00 \$ 7,331,357.00

## **SERVICE AGREEMENT**

### **(Air Service Consulting Services)**

By this Agreement, dated June 26, 2025, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and MEAD & HUNT, Inc., a Wisconsin corporation, (herein after called "Consultant"), District and Consultant agree as follows:

#### **1. SCOPE OF WORK**

District hires Consultant to perform, and Consultant agrees to perform, professional air service consulting services as described in Exhibit "A", a letter proposal dated June 18, 2025, from Consultant to District's General Manager, attached and incorporated by this reference.

#### **2. COMPENSATION**

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in the table on pages 3-5 of Exhibit "A" attached and incorporated by this reference. Consultant shall be compensated for the work described under the Scope of Services as set forth for a lump sum monthly retainer of \$8,000.00 for the 12-month period for said services. Consultant shall bill District monthly for services rendered. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses as outlined in Exhibit "A" pages 3-5 are limited to air transportation, lodging, meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$9,300.00. All expenses will be reimbursed at cost and subject to review by the General Manager. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

#### **3. TIME OF PERFORMANCE**

Consultant shall commence performance of the services hereunder upon receipt of written authorization to proceed and shall complete the services beginning July 1, 2025, to June 30, 2026.

#### **4. MATERIALS AND DOCUMENTS**

Except as otherwise specified in this agreement, Consultant will bear the cost and expense of all materials, supplies, tests and data used or needed by Consultant in the performance of its services and the work products to be delivered to District. District shall be the owner of all drawings, maps, mylars, reproduces, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. District will make available all existing plans, maps, data and information it has that may be needed by Consultant to perform its services. Consultant may retain copies of the original documents for its files.

#### **5. ASSIGNMENT**

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

#### **6. CONSULTANT INDEPENDENT CONTRACTOR**

The parties intend that Consultant 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 Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of

the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant 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. CONSULTANT'S RECORDS**

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for seven (7) years after District makes final payment to Consultant hereunder and all pending matters regarding Consultant's services and the Project is closed. The District, the U.S. Department of Transportation, 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 Consultant which are directly pertinent to Consultant's work for the purpose of making audits, examinations, excerpts and transcriptions.

## **8. TERMINATION**

This Agreement may be terminated by District upon failure by Consultant to satisfactorily perform the terms and conditions of this Agreement within fifteen (15) days of receipt of written notice from the District specifying the manner in which Consultant has failed to satisfactorily perform. In the event of such termination, Consultant shall not be entitled to further compensation from District. Either party may terminate this Agreement for any reason on thirty (30) days written notice to the other.

## **9. SUSPENSION OR ABANDONMENT OF PROJECT**

District may at any time suspend or abandon the Project or any part thereof. In the event District should determine to suspend or abandon all or any part of the Project, it shall give written notice thereof to Consultant, 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 Consultant, as full and final settlement, compensation for all of Consultant'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 Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received had the Project been completed.

## **10. INDEMNIFICATION**

Consultant agrees to defend, indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses and causes of action of any nature or character which District may incur, sustain or be subject to, including attorney's fees, rising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers, agents and employees, excepting only liability or loss attributable to the sole active negligence of District or its willful misconduct.

## **11. INSURANCE**

Consultant shall at Consultant's expense take out and maintain during the life of this Agreement the following types and amounts of insurance insuring Consultant and Consultant's officers and employees:

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

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance.

Each such certificate and policy 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. District shall be named as an additional insured on each policy required herein without offset to any insurance policies of District. Each policy shall be on an "occurrence" basis and not a "claims made" basis.

**12. 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 Consultant.

**13. EXTRA SERVICES**

There will be no payment of extra services by Consultant unless it is expressly authorized in writing by General Manager before the services are performed and the amount District shall pay Consultant for said extra services has been mutually agreed upon in writing.

**14. COVENANT AGAINST DISCRIMINATION**

Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation or, any person or group of people on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

**15. INTERPRETATION**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either part by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**16. INTEGRATION; AMENDMENT**

There are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**17. SEVERABILITY**

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**18. ATTORNEYS' FEES**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, and costs whether or not the matter proceeds to judgment.



**19. 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

Consultant: Jeffrey Hartz  
Mead & Hunt, Inc.  
959 Redcedar Way Drive  
Coppell, TX 75019

**20. CERTIFICATE OF CONSULTANT**

Consultant agrees to complete, execute and deliver to District upon execution of this Agreement a certificate in the form and content of Exhibit "B" attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

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

Dated: June 26, 2025

DISTRICT:

Approved as to content for

SANTA MARIA PUBLIC AIRPORT  
DISTRICT

District:

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

\_\_\_\_\_  
Ignacio Moreno, President

Approved as to form for District

\_\_\_\_\_  
Steve Brown, Secretary

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

CONSULTANT:

MEAD & HUNT, INC.

\_\_\_\_\_  
Joseph Pickering

## **EXHIBIT “A”**

June 18, 2025, LETTER PROPOSAL

## EXHIBIT "B"

### CERTIFICATION OF CONSULTANT

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of Mead & Hunt, Inc., a Wisconsin corporation whose address is 2440 Deming Way, Middleton, WI 53562, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of federal funds and is subject to applicable state and federal laws, both criminal and civil.

---

Date

---

Joseph Pickering

## EXHIBIT "A"



June 18, 2025

Martin Pehl, A.A.E.  
General Manager  
Santa Maria Airport  
3217 Terminal Drive  
Santa Maria, CA 93455

### **Subject: Proposal for Air Service Consulting Services**

Dear Martin:

It is my understanding that Santa Maria Airport (SMX) is interested in a proposal for air service consulting services for the July 1, 2025, to June 30, 2026, fiscal year. Mead & Hunt is pleased to submit this proposal for your review, which includes a scope of services and compensation.

### **Scope of Services**

The suggested scope of services includes assisting SMX in air service development efforts for a 12-month period, beginning July 1, 2024, and ending June 30, 2025. *Attachment A* includes a description of tasks over the term of this agreement.

### **Compensation**

Mead & Hunt will be compensated for the work described under the Scope of Services (*Attachment A*) for a lump sum monthly retainer of \$8,000 for the 12-month period (\$96,000 annual). Mead & Hunt will bill associated expenses (e.g., pro-rated registration, airfare, hotel, meals, printing) at cost. Expenses for the 12-month period are estimated to be an additional \$9,300, for a contract total of \$105,300.00.

Additional services provided by Mead & Hunt not described above or in other supporting documentation will be accommodated by an amendment to this agreement or billed in accordance with the Standard Billing Rate Schedule, attached hereto and incorporated herein by reference. The following are Mead & Hunt's Standard Billing Rates for services billed on a time-and-materials basis.

Standard Billing Rates	
Clerical	\$95.00 / hour
Accounting/Administrative Assistant	\$115.00 / hour
Analyst	\$125.00 / hour
Senior Analyst	\$165.00 / hour
Consultant	\$200.00 / hour

Martin Pehl, A.A.E.

June 18, 2025

Page 2

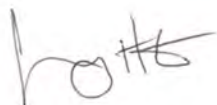
<b>Standard Billing Rates</b>	
Managing Director	\$230.00 / hour
Project Manager	\$245.00 / hour
Vice President	\$260.00 / hour
<b>Expenses</b>	
Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

Please send all correspondence to my attention at the following address:

Mead & Hunt, Inc.  
959 Redcedar Way Dr  
Coppell, TX 75019  
jeffrey.hartz@meadhunt.com

We appreciate the opportunity to submit this proposal to SMX.

Respectfully submitted,  
MEAD & HUNT, Inc.



Jeffrey Hartz  
Project Manager

## Scope of Services

Page 3 of 5

After acceptance of this proposal, Mead & Hunt shall complete the following tasks:

### **1. Airline Headquarters Meetings (1 in-person/2 virtual per 12-month period)**

Airline headquarters meetings are recommended as frequently as possible based on the airline's willingness to accept meetings and are typically held in the second half of the calendar year due to many industry conferences held in the first half of the year. Primary target airlines include American Airlines, Breeze Airways, Frontier Airlines, Southwest Airlines and United Airlines. Mead & Hunt will provide the analysis, preparation, presentation and consulting services associated with the airline meetings. It is anticipated that SMX representatives and Mead & Hunt staff will meet with the airline. The existing SMX airline presentation format will be updated for the meetings. Updates will include market performance information, route forecasts, as applicable, and the incentive program. Once meeting dates are secured, Mead & Hunt will complete the presentation. The schedule is dependent on SMX's timely response to Mead & Hunt requests for airport and community provided information. Likewise, airline management availability and the ever-changing airline environment may impact the schedule.

### **2. Airline Industry Conferences (4 per 12-month period)**

We recommend attending several air service development conferences, including TakeOff North America (November 2025), Mead & Hunt's Air Service Conference (Spring 2025), and ACI-NA JumpStart Air Service Development Program (June 2026). While some duplication may occur in the airline meetings, it provides an additional opportunity to present SMX's business case. In addition to the above, Mead & Hunt recommends attending Allegiant's annual airport conference (Spring 2026). Mead & Hunt will prepare custom presentations for each meeting highlighting SMX and the community for use at the airline meetings and assist with airline meetings. Mead & Hunt will complete the presentations no later than the week prior to the date of the conference. Keep in mind schedules change frequently at these conferences. Mead & Hunt will do our best to attend all of the airline meetings considered a top priority for SMX.

### **3. Community Meeting (1 per 12-month period)**

Mead & Hunt will prepare and make a PowerPoint presentation at a community meeting to be set by SMX. Mead & Hunt anticipates that, in general, the presentation to the community will cover: an overview of the airline industry, airline performance in the SMX market and air service opportunities/next steps. Mead & Hunt will prepare and present a PowerPoint presentation. The date of the meeting will be determined based on a mutually agreed upon date.

### **4. True Market Estimate (1 per 12-month period)**

The True Market Estimate is the base foundation for route forecasts and the airline business case. It is recommended that the True Market Estimate be updated annually. The True Market Estimate will quantify by destination the number of air travelers in the market, including those air travelers that drive to an airport other than SMX to originate the air travel portion of their trip. Mead & Hunt will obtain Airline Reporting Corporation (ARC) data for the SMX catchment area. ARC data will represent a statistically valid sample of airline tickets from within the airport catchment area. ARC data collected will include, but is not limited to, the originating airport, destination and airline. The output will include the top 25 domestic

true markets, top 15 international true markets, and the top 50 aggregated true markets, including identification of passenger retention by destination and diverted origin and destination passengers. Mead & Hunt will provide SMX a draft of the True Market Estimate by PDF within 90 days of data availability for calendar year 2025, estimated to be in April 2025.

#### **5. True Visitation Estimate (1 per 12-month period)**

While the True Market Estimate analyzes the air travel market, the True Visitation Estimate includes both the drive and fly market and provides an indicator of visitation to the Central Coast. It is recommended that SMX continues to update this information annually. The True Visitation Estimate will identify preferred travel patterns by visitors from the U.S. using Global Positioning System (GPS) data and will measure the number of people coming to the destination for calendar year 2023. The level of visitation will be determined, market-by-market, on a monthly and seasonal basis. The output of the True Visitation Estimate will include visitation to the Santa Maria Valley and the Central Coast broken down by region, state and metropolitan statistical area. In addition, Destination Data will capture a representative sampling of visitation to a destination, regardless of the mode of transportation used, while identifying seasonality trends. The findings will be used to strengthen the airline route business case for nonstop air service to destination markets. Up to 5 domestic destinations that people from the Central Coast travel will be reviewed, including volume of demand by month, providing a month-over-month recovery comparison. The report will be delivered in PDF. Mead & Hunt will provide SMX a draft of the True Visitation Estimate within 90 days of the availability of calendar year 2025 GPS data.

#### **6. Performance Monitoring (Quarterly, 2 per 12-month period)**

Monitoring performance is important to identify potential air service issues or opportunities for regular discussions with airlines as well as keeping community members up to date on SMX's air service. On a quarterly basis, Mead & Hunt will track key statistics through a Quarterly Performance Monitor report, including seats, onboard passengers and load factor trends; current and historical passenger market share by airline; year-over-year change in the six-month, forward-looking schedules for flights and seats; comparisons to markets of similar size (e.g., population, passengers and seats); load factors for each nonstop market; and 6) revenue per available seat mile (RASM) comparisons for each nonstop market. Keep in mind that origin and destination passenger related data is approximately six months behind. The output of this effort will be a Quarterly Performance Monitor report provided in PDF within 30 days of receipt of the quarterly data from Diio Mi.

#### **7. Small Community Air Service Development Program (SCASDP) Grant Application**

Mead & Hunt will assist SMX with the completion of a SCASDP grant application. The SMX application will be prepared in accordance with the guidelines issued by the U.S. Department of Transportation (DOT) in the Order Soliciting Community Grant Proposals. Mead & Hunt, with timely input from SMX and the community, will draft the grant application, including information on the community, air service background, air service needs and issues; a detailed action plan with clear project goals, budget and public-private partnership; and a timetable for implementation, program milestones and monitoring. Mead & Hunt, in coordination with SMX, will assist in electronic submission of the grant application that meets the specific requirements of the Order Soliciting Community Grant Proposals. SMX will be responsible for

coordinating the local, state and federal support letters; determining the final budget; completing registration; and conducting final review/input of the grant document.

**8. Additional Services (32 hours per 12-month period)**

Additional services may be requested by SMX that are not described above. Additional services may include, but are not limited to, the preparation of ad hoc reports; communication with airlines; coordination with SMX; revenue guarantee negotiations and other elements as identified on an as needed basis.



## **RESOLUTION 946**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW PERSONNEL MANUAL AND SUPERSEDING ALL CONFLICTING RULES, POLICIES, REGULATIONS, AND MANUALS.**

**WHEREAS**, the District last amended its Personnel Manual in 2005; and

**WHEREAS**, the law in the area of employment has changed significantly since 2005; and

**WHEREAS**, it is in the District's best interest to rescind all prior conflicting rules, policies, regulations and manuals and to adopt a new Personne Manual.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Santa Maria Public Airport District, that the Personnel Manual attached hereto as Exhibit "A" is hereby adopted as the Santa Maria Public Airport District Personnel Manual, to govern the employment of all employees of the Santa Maria Public Airport District, except the General Manager and others specifically excluded in the Personnel Manual. This Personnel Manual shall supersede all prior conflicting rules, policies, regulations and manuals. All prior personnel manuals are hereby rescinded. All prior conflicting rules, policies and regulations are hereby rescinded; provided "Use of District Vehicles Policy (Resolution 711) continues in full force and effect and the District's Job Specifications Manual, previously included in the Personnel Manual, remains in full force and effect as a separate document.

**PASSED AND ADOPTED** at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held June 26, 2025, on Motion of Seconded by and carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Ignacio Moreno, President

---

Steve Brown, Secretary

## **HISTORY OF SANTA MARIA PUBLIC AIRPORT**

In the early 1940's, during World War II, the U. S. Army Corps of Engineers constructed what was then known as Santa Maria Army Base to provide training facilities for crews of B-25 aircraft. A few years later the B-25 groups left and the facility became a training field for P-38 pilots and ground crews.

In 1946, following the war's end, the County of Santa Barbara acquired the property by means of an interim permit issued by the War Assets Administration. The County retained control of the facility until 1949, at which time the City of Santa Maria obtained an undivided one-half interest. This dual ownership/management proved cumbersome to administer, and in March of 1964 transfer of the airport to the newly formed Santa Maria Public Airport District was accomplished.

The District was formed, as prescribed by law, by voter approval. Enabling legislation which covered this action is in the form of the California Airport District Act (Part 2 of the Public Utilities Code of the State of California).

Santa Maria Public Airport District encompasses an area of 400 square miles extending from the Santa Maria/Cuyama River at the north to a point three miles south of the community of Los Alamos at the south. In an east-west direction, the District commences at Point Sal at the Pacific Ocean and extends eastward a distance of 30 miles, or 10 miles east of the dam at Twitchell Reservoir.

The District is governed by a five-member Board of Directors who serve four-year terms and are elected at large. The directors entrust the responsibility for the efficient execution of airport policies to their designated representative, the General Manager.

Since formation of the District, numerous projects have been accomplished which directly and indirectly benefit each person in the District. Examples of these projects include design and construction of Skyway Drive from Betteravia Road to the Orcutt Expressway, design and construction of the industrial park east of Skyway Drive, and construction of the airport terminal building, crash/fire/rescue station, air traffic control tower, and other facilities adjacent to the primary runway.

Currently Santa Maria Public Airport encompasses approximately 2,550 acres, including two active runways. The airport provides facilities for regional airlines and serves as home base for over 150 general aviation aircraft.

## 1. EMPLOYMENT POLICIES

### 1.1. EQUAL EMPLOYMENT OPPORTUNITY.

The Santa Maria Public Airport District ("District") provides equal employment opportunity to all applicants and employees in all areas of employment including recruitment, hiring, transfer, promotion, discipline, compensation, training, benefits and termination. The District does not unlawfully discriminate on the basis of sex, gender, age, race, religion, national origin, ancestry, creed, color, marital status, reproductive health decisionmaking, off-duty cannabis use, gender identity or expression, genetic information or characteristic, sexual orientation, physical, intellectual/developmental, or mental disability, medical condition, pregnancy, military or veteran status, or any other basis protected by state or federal law.

### 1.2. ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

#### 1.2.1. Introduction

The District is dedicated to taking all reasonable steps to prevent discrimination and harassment from occurring. Discriminatory harassment violates this Policy and will not be tolerated. Discriminatory harassment is harassment based on actual or perceived race, color, religion, creed, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, military/ veteran status, age, reproductive health decisionmaking, or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment or for participating in a harassment investigation. Retaliation violates this Policy.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

Employees who violate this Policy may be subject to disciplinary action up to and including termination.

#### 1.2.2. Definition.

Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, nor even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different sex/ genders.

Harassment includes, but is not limited to the following misconduct:

##### a. Verbal

Inappropriate, derogatory or offensive remarks/speech, such as epithets, slurs, jokes, stereotypical comments, verbal propositions, or innuendoes based on actual or perceived race color, religion, creed, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, military/ veteran status, age, reproductive health decisionmaking, sex, religion, creed,

~~national origin, ancestry, disability, medical condition, marital status, age or sexual orientation.~~ This may include, but is not limited to, inappropriate comments, stories, and jokes regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation, or sexist, patronizing or ridiculing statements that convey derogatory attitudes about particular employees.

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b. Physical

Inappropriate, threatening, offensive or unwanted touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived race, color, religion, creed, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, military/ veteran status, age, reproductive health decisionmaking, sex, religion, creed, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures, or making explicit or implied job threats or promises in return for submission to physical acts.

c. Visual or Written

The display or circulation of offensive or derogatory visual or written material related to race, color, religion, creed, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, military/ veteran status, age, reproductive health decisionmaking, sex, religion, creed, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

d. Environmental

A work environment that is permeated with improper talk, innuendo, insults or abuse or other offensive actions not relevant to the subject matter of the job. A hostile environment can arise from any improper conduct, whether written, verbal, or physical, related to any protected classification mentioned above an unwarranted focus on sexual topics or sexually suggestive statements. An environment may also be hostile if unwelcome behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work. Even one incident of inappropriate or offensive conduct under this Policy can create a hostile work environment.

Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned (e.g., giving gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed at, or is related to, implicates a protected classification, and if the individual finds such conduct inappropriate or offensive.

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

By definition, harassment is not within the course and scope of an individual's employment with the District.

### **1.2.3. Prohibited Conduct**

No supervisor, manager, or employee of the District shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.

No supervisor, manager, or employee of the District shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of the District.

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in this District on an applicant's or employee's acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this Policy or has filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of harassment or discrimination.

### **1.2.4 Workplace Fraternization**

Romantic or sexual relationships between supervisors and subordinate employees are prohibited. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. All workplace fraternization must adhere to Policy 1.14 below.

### **1.2.4. Complaint Procedure**

The District's complaint procedure provides for an immediate, thorough and objective investigation of any harassment claim.

Employees-A covered individual who believes they have experienced any form of employment discrimination or harassment are-is strongly encouraged to report this experience immediately and should provide a written or verbal complaint to their own or any other supervisor, the General Manager, or the Manager of Finance and Administration designee.

This includes conduct the employee-individual personally experiences or directly observes, whether or not reported by the employee-individual who is the object of the conduct. This shall also include conduct by non-employees.

#### **1.2.5. Obligations of Supervisors**

Supervisors and managers must immediately refer all harassment complaints to the General Manager. In the event the complaint is against the General Manager or a member of the Board of Directors, it shall be addressed to the Board President, except that if the complaint is against the Board President, it shall be addressed to any other Board Member.

Under no circumstances shall a supervisor, manager, or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discrimination or harassment.

#### **1.2.6. Investigative/Corrective Action**

All incidents of discriminatory harassment that are reported must be investigated. The General Manager or designee, will promptly undertake an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the harassment alleged will be made.

If the District determines that harassment has occurred, the District will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated appropriate disciplinary action, up to and including discharge, will be taken against the harassing individual(s).

#### **1.2.7. Protection Against Retaliation**

The District's policy and applicable law prohibits retaliation against any employee by another employee or by the District for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any harassment investigation, proceeding or hearing.

Any report of retaliation by the one accused of harassment, or by coworkers, supervisors or managers, will also be promptly, effectively and thoroughly investigated in accordance with the District's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

#### **1.2.8. Additional Enforcement Information**

In addition to the District's internal complaint procedure, employees should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) (formerly, the Department of Fair Employment & Housing (DFEH)) investigate and prosecute complaints of employment harassment. Both the EEOC and the DFEH-CRD serve as neutral fact finders.

For more information, contact the General Manager of the nearest office of the EEOC or [DFEHCRD](#), as listed below:

Equal Employment Opportunity Commission (EEOC)  
1265 West Shaw Avenue  
Fresno, CA 93711

Department of ~~Fair Employment & Housing~~Civil Rights (~~CRDDFEH~~)  
Bakersfield District Office  
~~1001 Tower Way, Suite 250~~[4800 Stockdale Highway, Suite 215](#)  
Bakersfield, CA 93309-~~1596~~

### 1.3. NON-CONTRACT PROVISION

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

### 1.4. AT-WILL EMPLOYMENT

Pursuant to California Labor Code section 2922 unless otherwise expressly provided for in an applicable employment contract, District employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the employee or the District. No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District's Board of Directors has the authority to make any such agreement and only if it is in writing.

### 1.5. COVERAGE OF THE PERSONNEL RULES

These rules establish the personnel system for the District. These rules shall apply to all employees of the District, except those employees or employee groups who are excluded or except where these rules specifically otherwise provide. ~~Excluded employees and employee groups are: General Manager, volunteer, temporary, seasonal, or contract employees.~~

~~These employees or employee groups hold their positions at the will of the District's Board of Directors and are not obligated by or entitled to benefits provided by these rules, unless otherwise specified.~~

### 1.6. TIME OFF TO VOTE

Pursuant to California Elections Code section 14000(a) and (b)4, if an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the employee's regular work shift~~day~~. Prior approval for this time off by the employee's supervisor is required. If, up to three days before the election day, the employee believes that time off will be necessary to be able to vote on election day, then the employee shall give the District at least two working days' notice that time off for voting is desired. (California Elections Code section 14000(c).



## **1.7. JOB ABANDONMENT**

An employee is deemed to have resigned if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the supervisor shall send an overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for the absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

## **1.8. PERSONNEL RECORDS**

### **1.8.1. General**

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District, and access to the information they contain is restricted.

### **1.8.2. Notifying District of Changes in Personal Information**

Each employee is responsible to promptly notify the District's ~~Manager of Finance and Administration~~ Payroll Department of any changes in relevant personal information, including

Mailing address  
Telephone number  
Persons to contact in emergency  
Number and names of dependents  
Marital Status

### **1.8.3. Location of Personnel Files**

The ~~Manager of Finance and Administration~~ Payroll Department maintains all personnel records for employees of the District, including employment records and evaluations.

### **1.8.4. Medical Information**

#### **a. Separate Confidential Files**

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.).

#### **b. Information in Medical Files**

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. ~~To enable the District to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.~~ However, an employee may voluntarily authorize release of their medical information to the District at their own discretion.

#### **c. Access to Medical Information**

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information. Disclosure of an employee's medical information may also be made to first responders in the event of a medical emergency involving the employee.

### **1.8.5. References and Release of Information in Personnel Files**

#### **a. Public Information**

Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information that is specifically exempt from disclosure under the PRA or it ~~considers~~ would otherwise constitute an unwarranted invasion of personal privacy.

#### **b. Reference Checks**

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the ~~Manager of Finance and Administration~~ Payroll Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the ~~Manager of Finance and Administration~~ Payroll Department on a case-by-case basis.

#### **c. Medical Information**

~~Medical information will be released only in accordance with Section 1.8.4 above.~~

### **1.8.6. Employee Access to Personnel File**

#### **a. Inspection of File**

A current or former ~~employee~~, or an authorized representative of the current or former employee, may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the ~~Manager of Finance and Administration~~ Payroll Department to arrange an appointment. The review must be done in the presence of the ~~Manager of Finance and Administration~~ Payroll Department or his/her designee.

#### **b. Copies**

On request, an employee is entitled to receive a copy of any personnel record relating to the employee's performance or to any grievance concerning the employee, ~~employment-related document he or she has signed~~. An employee who wishes to receive such a copy should contact the ~~Manager of Finance and Administration~~ Payroll Department.

## **1.9. OUTSIDE EMPLOYMENT OR ACTIVITY**

A District employee shall not engage in any employment, enterprise, or outside activity which is in conflict with the employee's duties, functions, responsibilities, nor shall the employee engage in any compensatory or non-compensatory outside activity

which will directly, or indirectly, contribute to the lessening of the employee's effectiveness as a District employee.

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### **1.9.1. Authorization**

a. Any employee wishing to engage in an occupation or outside activity for compensation shall inform the General Manager of such desire, providing information as to the time required and the nature of such activity, and such other information as may be required; and the General Manager shall determine whether or not such activity is compatible with the employee's District employment.

b. If the General Manager determines such activity is compatible, the General Manager may authorize the activity in writing and shall send a copy to the Personnel Officer or designee and the General Manager.

c. Said authorization shall be valid only for the work and period prescribed therein.

d. Any authorization shall only be effective for one-year. Employees seeking outside employment or activity for compensation for more than one year must seek renewal of any prior authorization on an annual basis.

### **1.9.2. Determination of Inconsistent Activities**

In making a determination as to the consistency or inconsistency of outside activities, the General Manager shall consider, among other pertinent factors, whether the activity:

a. Involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's District office or employment;

b. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which employee, if not performing such act, would be required or expected to render in the regular course of his/her District employment or as a part of his/her duties as a District employee;

c. Involves the performance of an act ~~in~~ other than in his/her capacity as a District employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed;

d. Involves conditions or factors which would probably, directly or indirectly, lessen the efficiency of the employee in his/her regular District employment or conditions in which there is a substantial danger of injury or illness to the employee.

### **1.9.3. Revocation of Authorization**

Authorizations may be issued for such length of time as noted in the authorization, and all authorizations are subject to revocation by the department head or the General Manager.

#### **1.9.4. Use of District Equipment Prohibited**

a. No District-owned equipment, computers, software, autos, trucks, instruments, tools, supplies, machines, or any other item which is the property of the District shall be used by an employee while said employee is engaged in any outside employment or activity for compensation.

b. No employee shall allow any unauthorized person to rent, borrow, or use, even temporarily, any of the items mentioned in (a) above.

#### **1.9.5. Violations and Penalties**

Any violation of the Policy provisions herein contained respecting outside employment or activity and use of District property shall constitute sufficient grounds for disciplinary action, up to and including dismissal.

### **1.10 EMPLOYEE DRESS CODE**

Employees of the District are required to dress appropriately for the jobs they are performing. Failure to follow the dress regulations contained in this section shall be grounds for discipline. The District adheres to the Fair Employment and Housing Act ("FEHA") with regards to dress and grooming standards related to, among other things, hair texture, protective hair styles and religious dress.

1. All clothing must be neat, clean and in good repair.

2. 2.—Prescribed uniforms and safety equipment must be worn where applicable. Maintenance workers receive an annual allowance for uniforms

3. Footwear must be appropriate for the work environment and functions being performed.

4. Hair must be neat, clean and well groomed.

5. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

6. Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

7. Good personal hygiene is required.

8. Dress must be appropriate to the work setting, particularly if the employee deals with the public.

## 1.11. ELECTRONIC MAIL (E-MAIL) ADMINISTRATIVE POLICY

### 1.11.1 Purpose

To establish guidelines for the use of electronic mail throughout the District.

### 1.11.2 Policy

The District email system is an official communication tool for District Business. All electronic mail (eE-mail) messages are official District records and are the property of the District. Employees should restrict their use of District owned hardware and software to District business. The District reserves the right to monitor the system for any reason, including the right to review, audit and disclose all matters sent over and/or stored in the system to ensure that the eE-Mail is being used in compliance with the law and this Policy. eE-mail transmissions are not confidential; therefore, employees can have no reasonable expectation of privacy in anything that is sent over the eE-mail network.

### 1.11.3 Provisions

a. All messages transmitted over the E-mail system should be those which involve District business activities or contain information essential to its employees for the accomplishment of business-related tasks, any communication directly related to District business, administration or practices. Employees must send all District communications that are sent via email to and from their official District email address. Employees are prohibited from using their private email address when communicating District business via email.

b. Employees may use District internet access for incidental personal communications provided that the use: is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with District operations or the work performance of any District employees; is not abusive, illegal, inappropriate, or otherwise prohibited by this policy; and clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement. Incidental and occasional personal use of the E-mail system is permitted, but employees are reminded that they do so at their own risk as such messages are subject to the District's access. As such, it is recommended that any personal communications be limited to "light Personal" communications such as birthday greetings, thank you's, etc.

c. Users of eE-mail are responsible for the management of their mailbox and its associated folders. eE-mail documents will remain in a folder until deleted or trashed. Purging of emails and their associated contents will be conducted according to the District's document retention policy.

Due to storage and administrative concerns, the District may automatically purge all eE-mail documents without notice.

### 1.11.4 Confidentiality

a. Confidentiality is not provided for on the E-mail system because all communications transmitted on the system are the property of the District. Therefore,

~~the E-mail system is not appropriate for confidential communications. Common sense should be employed. If a communication should be confidential, it should be placed in an interoffice envelope marked personal and confidential, rather than sent via E-mail. It would not be appropriate for employees to transmit sensitive information, including, but not limited to pre award contractual information, any personnel action including: disciplinary action, and informal or formal performance appraisals and documents requiring signatures to be valid. Drafts may be sent electronically, but the final version should be printed, signed and delivered in hard copy. There may be a temptation, because E-mail provides a method of communication without seeing or hearing a person, to "let off steam" or annoy someone by way of sending a message. This is unacceptable and cannot be condoned. Employees found to have engaged in such actions will be subject to discipline, up to and including termination.~~

~~b. Accessing eE-mail to monitor, review or audit the email system is prohibited except at the direction of the General Manager. It is a violation of District policy for any employee, including system administrators, supervisors, or programmers, to use electronic mail and computer systems for the purpose of obtaining access to the files or communications of others without the prior written approval of the General Manager. Employees found to have engaged in such actions will be subject to discipline, up to and including termination.~~

#### **1.11.5 Etiquette**

The District's Anti-Harassment Policies also apply to electronic communications. Language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive will not be tolerated. Harassment of any form or ethnic slurs, obscenities, or any representation of obscenities, will not be tolerated. Sending a carbon copy of these types of offensive eE-mail to a separate party will not be tolerated. Failure to comply will result in disciplinary action, up to and including termination.

#### **1.12 USE OF DISTRICT PROPERTY**

All District equipment is property of the District and is to be used only for purposes related to conducting District business unless otherwise authorized. Equipment including but not limited to telephones, desks, computers, file cabinets, lockers, vehicles and other District property used by District employees in their work may be monitored and searched by District personnel at any time without notice. Employees are hereby notified that they do not have a reasonable expectation of privacy in their use of District property or equipment.

~~All District equipment and property, including but not limited to District vehicles, is to be used only for District business unless otherwise specifically authorized by the General Manager.~~

#### **1.13. ALCOHOL AND DRUG ABUSE POLICY**

##### **1.13.1 Purpose**

The District is committed to providing employees with a workplace which is safe, productive and conducive to the welfare of all persons. The presence of drugs and



alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Nothing in this policy is meant to interfere with the District's adherence to Government Code section 12954, prohibiting discrimination against an employee for their use of cannabis off the job and away from the workplace. However, the District is still entitled to maintain a drug- and alcohol- free workplace as specified in Section 11362.45 of the Health and Safety Code.

### **1.13.2 Policy**

a. Employees shall not be under the influence of, or in possession of, alcohol or unlawful drugs while at work locations, while on duty or subject to being called to duty. Furthermore, employees shall not sell, possess, use, or provide unlawful drugs or alcohol to any other employees or person while such employee is on duty or subject to being called to duty. ~~Furthermore, no employee, while he/she is on duty or subject to being called to duty, shall sell drugs or alcohol to any other employees or persons.~~

~~b. Refusal to submit to the required alcohol and/or drug analysis shall result in the prospective employee being disqualified from employment.~~

~~b.e. An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained until he or she can be safely transported from the work location.~~

~~c.d. The District shall, upon showing of reasonable suspicion that an employee is intoxicated or under the influence of drugs and/or alcohol while on the job or subject to being called to duty, compel an employee who appears to be unable to perform any portion of his/her job to submit to a reasonable suspicion drug and/or alcohol test on District time and at the District's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the District's right to discipline or discharge any employee. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall timely document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.~~

~~d.e. Any drug tests required by the District will comply with the requirements of Gov. Code section 12954. As such, no drug test will screen for non-psychoactive cannabis metabolites, such as those that test for tetrahydrocannabinol ("THC").~~

If a drug screen is positive, and the employee claims to have a prescription for the substance that led to a positive test, the employee must provide within 24 hours of request, bona fide verification of a valid current prescription for the drug declared by the employee before the drug test and identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including termination.

e. If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out following an evaluation of the circumstances. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

f. If the employee desires to appeal a positive test result, he or she may request a new testing of the remaining portion of the original sample. The test shall be conducted at the employee's expense and shall be conducted at a laboratory mutually approved by the District and the employee.

g. Laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the District, pursuant with Policy 1.8.4 above. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the District and the employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

h. Managers and supervisors shall notify their department head or designee when they have reasonable suspicion reason to believe that an employee may have illegal-prohibited drugs in his or her work area. If the department head or designee concurs that there is reasonable suspicion evidence of illegal-prohibited drug possession, the department head shall notify the appropriate law enforcement agency. The District reserves the right to search, without employee consent, all areas and property in the District which the District maintains control or joint control with the employee in such a situation.

i. Employees must notify their supervisor before beginning work when taking medications or drugs which could foreseeably interfere with the safe and effective performance of their duties or operation of District equipment. Medical clearance by a qualified physician may be required by the District in the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties.

j. An employee who is convicted of a criminal drug charge because of a drug violation he or she committed on District property or during working hours or while attending a conference, training, seminar or other activity paid for by the District, is required to notify the District of the conviction.

The employee must notify the District within five (5) days of the time he or she is convicted. In addition to any sentence imposed by a court, the District may still impose discipline, up to and including termination of employment, on any employee so convicted and may also require the employee to participate in an alcohol/drug abuse rehabilitation program.

k. The District recommends a voluntary employee assistance program (EAP) to provide confidential and professional assistance to employees who think that they may have an alcohol or drug usage problem. Every effort will be made by the District to refer employees who have such problems to such a counseling service for assistance.

l. The District is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problems classify them as being disabled under federal and/or state law. Participation in a rehabilitation program does not limit or exclude the employee's obligation to comply with personnel rules and job performance standards.

### **1.13.3 Definition of Terms**

a. "Under the influence" means, with respect to drugs or alcohol, the appearance of any detectable amount of a drug, or its metabolites, or alcohol, and an appearance, behavior or speech which leads a supervisor to reasonably suspect that an employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.

b. The term "drugs" means any and all controlled substances, such as, but not limited to, marijuana (except for non-psychoactive metabolites due to off-duty marijuana use), cocaine, hallucinogens, amphetamines, barbiturates, PCP, depressants, opiates, methadone, methaqualone, benzodiazepines, "designer" drugs and synthesized substances with similar effects. The term "drugs" also includes the misuse of legally obtained prescription and medications, over-the-counter medications and inhalants, or the unlawful use of another person's prescription medication which are being abused, as well as inhalants such as glue and nitrous oxide.

c.. "Reasonable suspicion" is a belief based upon objective and articulable facts, gathered from the totality of the circumstances, that would cause a reasonable, prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

Any of the following, alone or in combination, may constitute reasonable suspicion, but they are neither all inclusive nor absolute signs of being under the influence of drugs and/or alcohol:

1. Slurred speech
2. Odor of alcohol on breath
3. Inability to walk a straight line
4. An accident involving District property
5. Physical altercation
6. Verbal altercation
7. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority

8. Possession of alcohol or drugs
9. Information obtained from a reliable person, with personal knowledge both articulated and documented, of an employee's substance abuse or use and/or possession of alcohol or drugs in the workplace
10. Physical appearance such as sloppiness, disarray or red eyes
11. Difficulty responding to simple questions such as time of day, location, etc.
12. Difficulty performing simple tasks such as counting, touching nose, etc.

Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon the individual observations by supervisors. Thus, when possible, a supervisor's observations, leading to a determination of reasonable suspicion, should be corroborated by other supervisory personnel. The supervisor is required to take into account other possible explanations for the observed behavior, such as lack of sleep, fatigue, and reactions to noxious fumes or smoke. The factors supporting the determination of reasonable suspicion shall be documented or recorded in a manner provided and approved by District management.

## 1.14. ANTI-FRATERNIZATION POLICY

### 1.14.1 Purpose

The purpose of this policy is to memorialize the established procedures regarding romantic and/or sexual relationships between employees and trainees, supervisors and subordinates and between co-workers. Public trust, safety and District morale require adherence to this policy.

### 1.14.2 Policy

This policy will apply to all District employees and volunteers. The District recognizes the rights of its employees to become involved in personal, financial, or business relationships with other members of the District. However, it is the policy of the District to ensure that employees carry out their duties with impartiality and fairness so that public and organizational confidence in the actions of our employees is maintained.

~~Romantic and/or sexual relationships as defined herein, between supervisors and subordinates and between co-workers are contrary to and may interfere with District goals of productivity and efficiency in the workplace. Therefore romantic and/or sexual relationships between supervisors and subordinates within this District are prohibited. Romantic and/or sexual relationships between co-workers are discouraged.~~

#### a. Supervisor/Subordinate Relationships

Romantic and/or sexual relationships between a supervisor and a subordinate may lead to actual or potential problems of supervision, favoritism, morale, misunderstandings, safety, conflicts of interest or claims of discrimination, including sexual harassment. Hence, supervisors and subordinate employees shall not engage in any romantic and/or sexual relationship, as defined in Section 1.14.4, below. are directed not to engage in such relationships.

#### b. Co-worker Relationships

Public trust, safety and District morale require that employees avoid relations, which may negatively impact the efficient operation of the District. In order to promote efficient operation of the District and to avoid claims of sexual harassment, gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the work place, all employees are encouraged to avoid conflict which may lead to the above conditions.

### 1.14.3 Definitions

The following definitions apply to each section of this Policy.

a. A "romantic relationship" exists when an employee becomes involved socially resulting in dating, exchange of personal affection, emotional attachment, sexual or physical intimacy or cohabitation.

b. The term “dating” includes but is not limited to one or more social meetings under circumstances that may lead to or result in exchange of personal affection, emotional attachment and sexual or physical intimacy.

c. “A social meeting” occurs when co-employees gather for purposes other than the performance of duties in the course and scope of employment.

d. ~~Employee – Any paid or unpaid member of the District.~~

e. Subordinate – a person who is answerable to another based on job classification or who, based on assignment or training requirements, is actively being evaluated by another member of this District.

f. ~~A trainee is any employee who has not completed the established training program for their respective position or assignment.~~

#### **1.14.4 Supervisor/Subordinate Relationships**

Prohibited supervisor/subordinate relationships include:

a. An employee shall not directly supervise, nor be directly supervised by another employee with whom they have a romantic and/or sexual relationship.

b. A supervisor shall not recommend advancement, contribute to a performance rating or take part in decisions regarding the assignment of another employee with whom they have a romantic and/or sexual relationship.

c. Employees who have a romantic and/or sexual relationship may not work on the same shift or within the same work group, but may work overlapping shifts provided the above listed restrictions are not violated.

#### **1.14.5 Enforcement**

The District reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If the District determines that a proscribed relationship (as defined by this Policy) exists, whether breaches of this policy are occurring or have occurred and to take appropriate corrective remedial action and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this Policy. against one or both of the parties involved.

In determining rules and regulations governing the employment of District employees who bece related, as defined herein, after commencement of District employ, the District is guided by the principles enunciated in the California Civil Rights Department (CRD), which prohibits discrimination on the grounds of marital status. However, CRD and its attendant regulations do authorize restrictions on married District employees/ in-laws. For business reasons of supervision, safety, security, morale, or potential conflicts of interest, the employer may refuse to place one relative under the direct supervision of another relative and/or refuse to place both relatives in the same

department, division, or facility if the work involves hazards greater for married couples or other relatives than for other persons. (Government Code Section 12940(a)(3)).

~~The District has determined that hiring relatives of present employees will almost certainly pose difficulties for supervision, security, safety, or morale. Accordingly, while the District will consider the hiring of relatives of present employees on a case-by-case basis, the District believes that the hiring of relatives will detrimentally affect the District in most cases. For purposes of this section, "relatives" are defined as spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half brother, half sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law or sister-in-law.~~

~~Present employees who marry, or who become related by marriage, will be permitted to continue employment with the District **only if** they do not pose difficulties for supervision, security, safety, or morale.~~ Where the circumstances mandate that two spouses shall not work together, the District will attempt to transfer one spouse to a similar position, however the ability of the District to transfer employees is limited by its size and the limited number of positions available.

If continuing employment of two spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

## **1.16 WORKPLACE VIOLENCE POLICY**

The District is committed to providing a safe and secure work environment that is free of violence and the threat of violence. To this end, violence or the threat of violence in the workplace will not be tolerated in any form. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution and/or disciplinary action, up to and including termination.

~~It is inappropriate to use violence or threats in an attempt to intimidate, prevent work from being completed or in any way interfere with providing a safe workplace. The top priority in this process is effectively handling critical workplace incidents, especially those dealing with actual or potential violence.~~

### **1.16.1 Policy**

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault, and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

~~Violence, or the threat of violence, against or by any employee of the District or any other person is unacceptable. Should a non-employee, on District property,~~



~~demonstrate or threaten violent behavior he/she may be subject to criminal prosecution. In addition, should an employee, during working hours, or while attending a conference, training, seminar or other District paid activity, or while on District property at any time, demonstrate or threaten violent behavior he/she may be subject to disciplinary action as well as potential criminal prosecution.~~

### **1.16.2 Definitions**

“Workplace violence” is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

~~\_\_\_\_\_The following actions are considered violent acts:~~

1. Striking, punching, slapping or assaulting another person;:-
2. Fighting or challenging another person to fight;:-
3. Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise;:-
4. Engaging in dangerous, threatening or unwanted horseplay;:-
5. Possession, use, or threat of use, of a gun, knife or other weapon (including firearms, chemical agents, clubs, batons, or any other device or tool that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm) of any kind on District property, including parking lots, other exterior premises, District vehicles, or while engaged in activities for the District in other locations, unless such possession or use is a requirement of the job;:-
6. ~~Threatening~~ Threats or acts of physical harm or harming another person, or any other action or conduct that implies the threat of bodily harm directed toward an individual or their family, friends, associates, or property;:-
7. Harassing or threatening phone calls;
8. Surveillance;
9. Stalking; and
10. The destruction of, or threat of destruction of District property or another employee's property.

### **1.16.3 Incident Reporting Procedures**

Any employee who is the victim of any violent, threatening or harassing conduct, any witness to such conduct, or anyone who witnessed or received~~receiving~~ a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person. All reports or incidents of violence will be thoroughly and promptly investigated.

The supervisor or other appropriate person who receives the report of workplace violence will document the incident, including the employee name(s), date/time, location, incident description, witness names and statements, description of unidentified parties,



description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The District will take all appropriate steps to provide security, including but not limited to:

1. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
2. Asking any threatening or potentially violent person to leave the site; or
- 4-3. Immediately contacting an appropriate law enforcement agency

No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.

~~In the event the District fears for the safety of the perpetrator or the safety of others at the scene of the violent act, law enforcement will be called.~~

## **2.0 SELECTION AND APPOINTMENT**

### **2.1 JOB ANNOUNCEMENTS**

Announcements of all open and promotional openings shall be posted on bulletin boards at the various District facilities for employees' review. The General Manager or designee may also undertake whatever other recruiting activities he or she feels are necessary or desirable to fill a particular position consistent with the District's goal of obtaining the most qualified employees.

The Announcement shall include:

- a. Title and pay for the position;
- b. The nature of the work to be performed;
- c. The minimum qualifications;
- d. The time and place of examination, if known;
- e. The method of applying;
- f. The closing date for the application, if one is established;
- g. Whether a medical and/or psychological examination, including a drug screen, will be required, post-offer of employment;
- h. Such other information as is desirable in the discretion of the General Manager or designee.

Job applicants shall apply for positions on forms provided by the General Manager. All applications must be completed in full and signed by the applicant. The District will not process any application which is not fully completed and signed.

### **2.2 APPLICATION PROCEDURE**

The General Manager or designee may reject an application, or may disqualify or remove the applicant's name from an eligible list, if the applicant:

- a. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- b. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- c. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- d. Is a current user of illegal drugs;

- e. Has been convicted of a crime, either a misdemeanor or felony, that, after an individualized assessment, causes the District to reject the applicant relates to the duties that the applicant would perform;
- f. Used or attempted to use political pressure or bribery to secure an advantage in an examination or in appointment;
- g. Directly or indirectly obtained specific information regarding an examination, such as interview or exercise questions;
- h. Refuses to execute the loyalty oath;
- i. Failed to submit the employment application within the prescribed time limits;
- j. Has had his or her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is an essential function of the applied for position.
- k. For any material cause which in the judgment of the General Manager or designee would render the applicant unsuitable for the position.

Defective applications may be returned to the applicant with notice to amend and refile, provided that the time limit for receiving applications has not expired.

## **2.3 SELECTION PROCESS**

The selection process involves testing fairly the qualifications of candidates. The determination of which selection procedures shall be used for any particular position is solely within the discretion of the General Manager or designee.

### **2.3.1 Evaluation Panel**

- a. In his/her sole discretion, the General Manager or designee may convene an Applicant Evaluation Panel for the purpose of evaluating applicants for positions within the District.
- b. The Applicant Evaluation Panel may question applicants about relevant, job-related matters to evaluate the applicant's fitness for the position.
- c. The Applicant Evaluation Panel shall rate each applicant on rating sheets provided by the District. Each rating sheet shall be submitted to the General Manager or designee who shall prepare the results of the panel evaluation.
- d. It shall be the sole responsibility of the General Manager or designee to monitor the activities of the Applicant Evaluation Panel and to investigate and make findings of any complaints concerning the Panel or its ratings.

## **2.4 APPOINTMENTS**

~~Regular~~ Employees are appointed by the General Manager or designee. Vacancies may be filled by re-employment, promotion, transfer, demotion, appointment of hourly employees, or from an appropriate eligible list, if available. The General Manager or designee shall decide in what manner the vacancy is to be filled.

## **2.5 RE-EMPLOYMENT**

Re-employment of any person who has resigned in good standing from a position will be contingent upon, among other things, District need, the employee's prior work experience with the District, physical examination where such examinations are necessary and job related, and administrative evaluation.

## **2.6 ORIENTATION**

The District shall provide orientation to all employees. The orientation shall familiarize new employees with, among other things, the physical environment of the District, District policies, and their job descriptions.

### 3.0 EMPLOYMENT STATUS

#### 3.1 FULL-TIME AND PART-TIME REGULAR EMPLOYMENT

All employees of the District (except the General Manager) who successfully complete their probationary period and who work a minimum of 40 hours per week shall be considered become regular, full-time employees. All employees of the District who successfully complete their probationary period and who work less than 40 hours per week but more than 20 hours per week shall become regular part-time employees. Until probationary employees become regular employees in accordance with the District's procedure, they remain employed at the will of the District and may be terminated or disciplined by the District at any time for any reason whatsoever without notice and without right of appeal. Only employees who are hired into positions established in the District's job specifications manual may qualify as regular, full-time employees.

#### 3.2 PROBATIONARY PERIOD

A probationary period is defined as a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed. Newly hired and promoted personnel will be subject to a probationary period of 6 months .

##### 3.2.1 Probationary Period For New Employees

Newly hired probationary employees are evaluated during the probationary period . Prior to the conclusion of the probationary period , the General Manager or designee will determine whether the employee will be entitled to attain regular status. The probationary period may, at the General Manager's sole and exclusive discretion, be extended for an additional period of up to 6 months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days the employee is on leave. If the General Manager, or his or her designee, determines that the probationary period should be extended, the probationary employee shall be given notice in writing prior to expiration of the original probationary period.

Employment may be terminated at any time for any reason during the probationary period, or during any extension thereof without cause and without right to appeal.

##### 3.2-2 Probationary Period For Promotional Employees

Upon employee that is promoted shall be evaluated in the promotional position. If the promoted employee does not satisfactorily perform in the promotional position within six (6) months of actual and continuous service in that position, the employee accepting a promotion, an employee serves a probationary period of six (6) months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until successful completion of the probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee shall be entitled to return to the position held prior to promotion at

the same salary range and within the same salary step the employee held prior to promotion if there is a vacancy in the prior position. Nothing in this section prevents the District from discharging a promoted employee pursuant to the District's at-will employment policy as set forth in Section \_\_\_\_\_, above. The employee is not entitled to notice or a hearing if rejected during probation.

#### **4.0 COMPENSATION/PAYROLL**

#### **4.1 SALARY PLAN ADMINISTRATION**

The salary plan for the District shall be administered in accordance with the following provisions:

##### **4.1.1 Salary Placement of New Employees**

New employees shall be appointed at the first step of the applicable salary range, except that the General Manager may authorize an appointment of a new employee to any higher step.

##### **4.1.2 Salary Reinstatement**

An employee who resigned in good standing may, within one year of such resignation be reinstated by the General Manager without examination in a vacant position in the class in which he/she previously had served. Upon such reinstatement, the anniversary date shall be based upon the date of reinstatement.

##### **4.1.3 Salary Step Movement**

Normally, and as a general rule, employees may be considered eligible for an increase in salary according to the following general plan:

- a. The letters A, B, C, D and E, respectively, denote the various steps in the pay range.
- b. Salary step "A" shall generally be paid upon initial employment.
- c. Salary step "B" will generally be paid upon completion of one year of employment in step "A" where the employee has demonstrated job progress and productivity and upon recommendation of the department head. This date will become the employee's salary anniversary date. Exemplary performance may result in Salary Step "B" being paid after six months.
- d. Salary steps "C", "D", and "E" will be paid upon completion of one year of employment in the prior step where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the department head.

#### **4.1.4 Salary on Promotion**

Any employee who is promoted to a position in a class with a higher salary range shall be placed at the step in the new range which provides the employee with a salary increase at least equal to an advancement of a full step in the former range. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on or within 30 days prior to the salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled, and then the higher step, as provided in this section. The District Manager may authorize an appointment to a higher step than provided herein.

#### **4.1.5 Salary on Demotion**

Any employee demoted to a position in a class with a lower salary range shall have his/her salary reduced to the same salary step in the range for the lower class as he/she was receiving in the former range. The new anniversary date shall be the date of the demotion.

#### **4.1.6 Salary on Transfer**

The salary of any employee who is (1) transferred from one position to another position in the same class or (2) transferred from one position to another position in a different class but having the same salary range, shall be the same step in the new salary range as he/she was receiving in the former range. The salary anniversary date shall not change.

#### **4.1.7 Salary on Reassignment of Class**

Whenever a class is reassigned to either a higher or lower salary range by the Board, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the same step in the new range as he/she was receiving in the former range. The same salary anniversary date shall not change. When a reassignment becomes effective on the same date as an employee's salary anniversary date, the employee shall first receive any step increase to which the employee is entitled in the former range and then receive the corresponding step adjustments.

#### **4.1.8 Salary on Reclassification of Position:**

If the position is reclassified to a class having the same salary range, the salary and the anniversary date of the incumbent shall not change. If the position is reclassified to a class which has a higher salary range, the employee shall be placed in the same step in the new range as he/she was receiving in the former range. The salary anniversary date of the incumbent shall not change. If the position is reclassified to a class with a lower salary range, the salary of the employee shall not change, unless such salary is greater than the maximum of the salary range for the new class, in which case the employee shall receive the maximum salary of the new range. The salary anniversary date shall not change.

#### **4.1.9 Salary for Airport Security Coordinator Certification**

Employees who hold the Airport Security Coordinator Certificate and who are designated by the General Manager as performing Airport Security Coordinator duties shall ~~a~~ receive a five percent (5%) salary increase over the employee's then current regular salary for the position he/she occupies.

#### **4.2 LONGEVITY PAY PLAN**

Longevity pay ~~may~~will be granted to all eligible employees in the sole discretion of the General Manager. An award of longevity pay may be made as follows:

- a. An employee with ten (10) years of continuous service to the District may receive a five percent (5%) longevity salary increase over the employee's then current regular salary for the position he/she occupies.
- b. An employee with twenty (20) years of continuous service to the District may receive an additional five percent (5%) longevity salary increase over the amount the employee received when he/she had ten (10) years of continuous service.
- c. The maximum cumulative longevity increase for any employee is ten percent (10%).

#### **4.3 PAYDAYS**

Employees of the District shall be paid every two weeks on every other Friday.

#### **4.4 AUTHORIZED DEDUCTIONS**

The District may make the following deductions from an employee's paycheck:

Deductions: Federal Income Tax (withholding)

State Income Tax (withholding)

Disability Insurance

Medicare Tax (only if hired after 4/86)

Authorized deductions under the District's 457 Plan

Other deductions: Other deductions may be authorized by the employee for:

Additional money needed for medical plan

Dependent coverage or health plan

PERS retirement

Personal savings account

Deferred Compensation Plan

Flex Plan



#### 4.5 GARNISHMENTS

An employee's wages can be garnished by a court order. Employees are encouraged to notify their supervisor when a wage attachment is expected. Affected employees will be promptly notified if the District receives a lawful garnishment order. ~~More than one garnishment may be cause for disciplinary action, up to and including termination.~~

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#### **4.6 WORKING HOURS**

An employee's regular workday and workweek shall be established by the General Manager. The General Manager, however, where public necessity or convenience requires may direct certain employees to work at hours different than the employee's regular workday.

#### **4.7 WORK SCHEDULE**

It is the duty of the General Manager to arrange the work of the District so that each regular employee therein shall work not more than the number of days the employee is regularly scheduled to work in each work period.

Maintenance personnel shall normally report for duty at 8:00 A.M. and end the work day at 4:30 P.M., unless otherwise assigned as hereinabove provided.

#### **4.8 OVERTIME**

The District tries to keep costs down by avoiding overtime work. However, non-exempt employees may be required to work overtime with advance approval. The District compensates for overtime in fifteen (15) minute increments. No overtime credit shall be given or allowed for any overtime worked of less than one-half (1/2) of each 15 minute increment.

Overtime work for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours in the designated seven (7) day workweek. Overtime may be compensated by the payment of one and one-half (1-1/2) times the regular rate of pay or by compensatory time off for the employee involved. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted.

##### 4.8.1 Compensatory Time in Lieu of Cash

In lieu of cash payment for overtime, an employee may elect to receive compensatory time off, credited at the rate of time and one-half for every overtime hour worked. The maximum accumulation of compensatory time off which may be credited is 240 hours (equivalent to 160 overtime hours worked). An employee who has requested to use accumulated compensatory time shall be permitted to use such time within a reasonable period of time after making the request unless, in the discretion of the department head or General Manager, the use of the compensatory time will unduly disrupt the operations of the District. An employee shall, upon termination, be paid for unused accumulated compensatory time at the higher of (1) the employee's final regular rate of pay or (2) the employee's average regular rate of pay during the last three years of his/her employment.

Hours worked by an employee on a specified District holiday shall be considered overtime work regardless of the number of hours the employee actually worked within the applicable work period.

#### **4.9 RETURN TO WORK PAY**

If the employee leaves the workplace following his or her regular workday but is requested to return to duty, the employee shall be entitled to be paid a minimum of two (2) hours at the employee's applicable overtime rate or receive compensatory time off. An employee who returns to work shall be paid time and one-half for all hours worked after the employee returns to work.

#### 4.10 VACATION

All ~~regular~~-full-time employees will be granted annual vacation leave with pay according to the following schedule:

<u>Years Service</u>	<u>Vacation Days</u>	<u>Credit Per Month</u>
1 to 3	10	6.67 hours per month
4	11	7.33 hours per month
5	12	8 hours per month
6	13	8.67 hours per month
7	14	9.33 hours per month
8	15	10 hours per month
9	16	10.67 hours per month
10	17	11.33 hours per month
11	18	12 hours per month
12	19	12.67 hours per month
13	20	13.33 hours per month

All eligible employees who have completed at least twelve (12) continuous months of service from the anniversary date of his/her employment by the District are eligible to use vacation benefits. All vacation days must be taken not later than the calendar year immediately following the year in which they accrue, unless the employee obtains the consent of the General Manager. Service shall be deemed to be continuous if employment by the District has not been interrupted for a period in excess of fifteen (15) consecutive working days. Vacation accruals may not exceed twice an employee's current annual entitlement without approval by the Board of Directors. When an employee reaches the maximum accrual he/she shall cease earning vacation. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

Pay for vacation leave shall be at the employee's hourly rate of pay at the time his/her vacation is taken.

When an employee offers his/her notice of resignation from employment the employee will be granted leave for the duration of any accumulated earned vacation time.

In computing the amount of vacation time due an employee, holidays, vacation time, and sick leave shall be included as continuous service, and the period of time to be granted to an employee shall not include Saturdays, Sundays and holidays which fall within the employee's period of leave.

#### 4.11 SICK LEAVE

All ~~regular~~-full-time employees will be granted sick leave under the following conditions:

#### **4.11.1 Definition**

Sick leave is paid leave from work that an employee may use for the following purposes:

- (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling; or
- (b) Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person" or
- (c) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, or services from a shelter, program, or crisis center, or (3) participate in safety planning or other actions to increase safety.

~~Sick leave is leave from duty which may be granted by the District to an employee because of illness, injury, exposure to contagious disease and to attend medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may also use up to one half of his/her earned and available annual sick leave accrual to attend to the illness of a child, parent or spouse of the employee.~~

#### **4.11.2 Notice and Use of Sick Leave Use**

~~In order to apply for sick leave use~~An employee shall provide reasonable advance notification of the need to use accrued sick leave to the employee's supervisor if the need for sick leave use is foreseeable (ex: doctor's appointment s cheduled in advance.) If the need for sick leave use is unforeseeable, an employee shall notify the appropriate immediate supervisor as soon as possible, but no later than one (1) hour after the time established as the beginning of the employee's work day, unless the District determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one (1) day, the employee shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

The District may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work. Employees returning to work after three or more days of continuous sick leave will be required to furnish a doctor's certificate.

Employees will not be permitted to use vacation in lieu of sick leave unless approved by the General Manager.

#### **4.11.3 Sick Leave Accrual**

- a. All employees shall accrue one (1) work day of sick leave, for each calendar month of service spent as a District employee. Such accrual shall take place on a monthly basis. No accrual shall take place for any month in which the employee has performed less than a full calendar month of service.
- b. Accrued sick leave carries over from year to year. Sick leave may be accrued to a maximum of one hundred twenty (120) days. An employee may elect a full payoff provision upon retirement or termination of employment with the District.
- c. Sick leave granted by the District and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.
- e. Sick leave shall not be accrued by an employee during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

#### **4.11.4 Abuse of Sick Leave**

An employee shall be subject to disciplinary action for abuse of sick leave where the employee claims entitlement to sick leave, but does not meet the requirements of sick leave as set forth herein.

#### **4.11.5 Evaluation of Sick Leave Usage**

AbUse of sick leave may be considered in establishing the employee's performance rating.

### **4.12 DISABILITY INSURANCE**

The District maintains a long-term disability insurance policy. The District currently pays fifty percent (50%) of the premium. Those benefits are established exclusively under the terms of that insurance policy. In general terms, the policy provides for the following:

- a. The amount of monthly income for full-time employees shall be 66-2/3% of the first \$5,000 of the member's basic monthly earnings, reduced by any deductible benefit.
- b. Limitations and exclusions apply.
- c. Maximum benefit period: To age 65 or 12 months, whichever is longer.

- d. Elimination period: For full-time employees, the first ~~730~~ days of each period of total disability or the period during which the member chooses to receive sick leave benefits under the District's sick leave program, whichever is longer.

#### 4.13 EXCEPTIONAL CIRCUMSTANCES

The Board of Directors recognizes that exceptional circumstances may, from time to time, exist whereby the application of the above vacation and sick leave provisions would be inequitable as to a particular employee and consequently not to the advantage of the District. For good cause shown to the Board, the Board may vary said provisions as to a particular employee relative only to the specific set of facts shown to the Board. It will be the policy of the Board to vary these regulations only in exceptional cases.

#### 4.14 HOLIDAYS

The holidays of this District are as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Second Monday in October (~~Columbus Day~~ Indigenous People Day)
8. November 11 (Veterans' Day)
9. Thanksgiving Day
10. Friday after Thanksgiving
11. December 25 (Christmas Day)
- ~~11.~~ 12. June 19 (Federal Holiday)

Employees shall receive one-half (1/2) day off before each of the Christmas and New Year's holidays. When a Christmas or New Year's holiday falls on a weekend, the half day off prior to the holiday shall be considered a "floating holiday" and taken at the employee's option.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

#### **4.15 ADDITIONAL EMPLOYEE BENEFITS**

The following is a brief description of additional employee benefits which are currently furnished through the District. The information set forth below does not establish the terms and conditions of the benefits, all of which are subject to and/or contained in the applicable insurance policies, retirement plan documents, and employee benefit plan documents. Further, except where a requirement to meet and confer with recognized bargaining units is established, the District reserves the right at any time to alter, change, eliminate, modify, or revise any benefit which it currently offers and to change the carrier or provider of any service.

##### **4.15.1 Medical Insurance**

The District requires that each full-time employee have medical coverage. Employees have the option of enrolling with the District's medical provider, Public Employees' Retirement System (PERS), and receive medical coverage. Retirees of the District are also eligible to participate in the benefit program.

The District will contribute for each eligible employee, annuitant and survivor, the amount necessary to pay the full cost of enrollment, up to an amount determined by PERS. The District will also pay an additional amount determined by the Board per month per eligible employee, excluding retirees and their survivors, which will be applied to the medical plan of choice. This is considered the "total" premium.

Should an employee elect to enroll in a PERS Health Benefits Program whose monthly premium is more than the agreed-upon "total", the employee shall be responsible for payment of the difference, which will automatically be deducted from the employee's paycheck. Should an employee enroll in a PERS Health Benefits Program whose monthly premium is less than the agreed total, the employee shall elect to apply the difference to one of the following options:

1. Employee dependent medical coverage. Any balance of the premium to be paid by employee.
2. District's contracted deferred compensation plan.
3. District's contracted accident or sickness disability plan.
4. Employee's paycheck (available only for employees hired before June 1, 2004).

##### **4.15.2 Dental Insurance**

Dental insurance is provided by Principal Financial. The employee's coverage is totally paid for by the District. Dependent coverage is the responsibility of the employee.

##### **4.15.3 Retirement Benefit Plan**

Public employees Retirement System (PERS) includes:

1. Treatment of employee's contribution as deferred income, i.e., income tax on contributions paid after retirement, when income would be less.
2. "Third Level of 59 Survivor's Benefits" – Upon death of employee before or after retirement, spouse and/or unmarried children under age 22 receive various monthly allowances listed in PERS booklet.

District's contribution:	balance
<del>Employee's contribution:</del>	<del>\$2.00 per month</del>

3. 2% at 55
4. One-year final compensation – Upon retirement, the highest year's income is used for determination of benefits.

#### **4.15.4 Deferred Compensation Plan**

District employees may participate in a Deferred Compensation Plan maintained by the District which has the following features:

1. The plan is 100% contributory.
2. The annual maximum contribution by any employee is determined by federal law and plan documents.
3. The plan provides for various elections on the part of contributors regarding withdrawal, frequency of contributions and investment fund selection.

#### **4.15.5 Life Insurance**

The District currently provides life insurance for each employee at District expense. The amount of insurance varies based on the employee's salary. The benefits are established exclusively under the terms of that insurance policy.

#### **4.15.6 Section 125, Internal Revenue Code, Flex Plan**

District employees may participate in a Flex Plan maintained by the District which has the following features:

1. The plan is 100% contributory by employee.
2. The plan allows a qualified employee to use pre-tax monies for premium conversion, medical reimbursement, dependent care reimbursement or additional health policies.

The ~~Manager of Finance and Administration~~ Payroll Department can answer any question regarding the Employee Benefits.



## **5.0 JOB ACTIONS**

### **5.1 PROMOTIONS AND TRANSFERS**

The District has the philosophy of promoting from within whenever possible. Application may be made with the General Manager for any vacant position that occurs. Promotion is based on qualifications.

An ~~permanent~~ employee may initiate a request to transfer to another position for which the employee is qualified. Written request for transfer to another department must be submitted to the employee's immediate supervisor. Notice of vacancies will be posted on the bulletin board at the District offices. Employees with less than one year of service, less than an overall performance evaluation grade of satisfactory on the employee's most recent evaluation, or a disciplinary suspension, reduction in pay or equivalent disciplinary action within the last year are not eligible for a voluntary transfer.

### **5.2 RESIGNATION**

A resignation becomes final when accepted by the General Manager. Once a resignation has been accepted by the General Manager, it cannot be withdrawn.

The District requests that employees give at least two weeks' written notice before the effective date of resignation. Unless requested sooner, final checks will be ready on the next regular payday after the day of termination (to include all accrued benefits payable by the District). It is requested that management and administrative personnel give at least one month written notice before the effective date of resignation.

### **5.3 LAYOFFS**

#### **5.3.1 Statement of Intent:**

Whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

#### **5.3.2 Notification:**

Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days prior notice.

#### **5.3.3 Order of Layoff:**

The order of layoff among positions in the same class within a department shall be: seasonal and/or temporary workers first; then employees serving a probationary period; then all other employees.

In deciding which persons shall be laid off, job-related factors such as an employee's job knowledge, skill and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety and disciplinary

records; work performance with the District; and efficiency of operations will be considered. When two employees are equally qualified under these factors, the employee with the most seniority from the employee's hire date shall be retained.

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## **6.0 DISCIPLINARY ACTIONS**

### **6.1 ATTENDANCE**

Absence from work means more work for fellow employees. In case of illness or emergency, the employee's immediate supervisor or the General Manager's designee ~~Administrative Secretary~~ must be notified.

Excessive absence, abuse of leave or tardiness may be cause for disciplinary action, up to and including discharge from employment. Any unauthorized absence may be cause for disciplinary action up to and including discharge. Unauthorized absences are absences from work without notice or permission.

### **6.2 DISCIPLINARY ACTIONS**

Disciplinary action may be taken against any District employee ~~regular employee for cause~~. The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee. ~~Cause may include violations of grounds set forth in Section 6.3 or any rules and/or regulations of the District.~~

### **6.3 GROUNDS FOR DISCIPLINARY ACTION**

Each of the following constitutes cause for disciplinary action by the District. The following list is not meant to be exclusive, and disciplinary action may be based on grounds ~~or causes~~ other than those enumerated, provided that the acts, errors or omissions of the employee are related to the employee's job or to the welfare or efficiency of the District.

1. Falsification, misstatement, or concealment of facts in connection with employment, promotion, any record, investigation, or other proper proceeding.
2. Incompetency, i.e. inability to comply with the minimum standard of an employee's position.
3. Inefficiency or failure to fulfill work standards or requirements.
4. Neglect of duty.
5. Willful disobedience and insubordination.
6. Dishonesty.
7. Being on duty or subject to being called to duty while under the influence of alcohol, or illegal drugs or narcotics in violation of District's Alcohol and Drug Abuse Policy.
8. Inexcusable absence without leave.

9. Conviction of a felony or conviction of a misdemeanor. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
10. Discourteous, disrespectful or undignified treatment of the public or other employees.
11. Improper or unauthorized use of District property or supplies.
12. Breach of any of the provisions of any rule, regulations or policies which may be prescribed by the District.
13. Causing damage to property or waste of public supplies.
14. Willful or chronic violation of any District rule, procedure or policy affecting the safety of persons or property.
15. Using official position or office for personal gain or advantage.
16. Unauthorized disclosure of confidential information.
17. Failure to maintain a necessary job requirement, such as a license.
18. Violation of the District's harassment or nondiscrimination policy.
19. Any willful act or conduct taken in bad faith either during or outside of duty hours, which is of such a nature that it causes discredit or harm to the, efficiency or welfare of the District or the employees' department or division.
20. Excessive absenteeism.
21. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
22. Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.
23. Violation of the rules and regulations published in any department.
24. Outside employment not specifically authorized by the appointing authority.
25. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
26. Working overtime without authorization.

27. Possession of weapons on District property.
28. Making false or malicious statements concerning any employee, the District or the District's policies or practices.

#### **6.4 TYPES OF DISCIPLINARY ACTION**

The following are illustrations of types of disciplinary action which the District may, in its discretion, impose. The District's imposition of discipline need not follow any particular progression or order. Nor are the illustrations of disciplinary actions which may be imposed, as set forth below, intended to require that the District impose the least serious form of discipline initially. Rather, the District may impose such discipline as it, within its sole and exclusive discretion, deems appropriate under the circumstances.

##### **6.4.1 Counseling**

Any informal discussion with an employee designed to assist the employee to fully develop their skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

##### **6.4.2 Verbal Reprimand**

A verbal notification that the employee's performance or behavior must improve. The employee should be told of the consequences if no significant improvement results from this discussion.

A written memo will be made of this discussion briefly indicating the matter discussed, the employee's response, and the result of the discussion. It will be dated, signed by both parties and kept by the supervisor giving the oral warning. Included in the note will be any comment made to the employee that failure to improve job performance may result in the use of future disciplinary action. In the discretion of the supervisor, the memo may, after notice to the employee, be placed in the employee's personnel file.

##### **6.4.3 Written Reprimand**

A formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves.

Written reprimands will be in the form of a "Warning Notice", with a copy for the supervisor, General Manager and employee. The form must be signed by the employee, noting his/her receipt of the disciplinary action. The Warning Notice shall also contain a statement to the effect that either failure to improve job performance or a repeat of this violation may mean the use of more serious disciplinary actions. Copies of the written reprimand are filed in the employee's personnel file.

##### **6.4.4 Suspension**

Except as noted, suspended employees are temporarily suspended from District service without pay. Suspension is to be used where an employee's conduct so warrants such an action. A flagrant violation, repeated violation, or continued lack of

improvement in job performance are examples of reasons for using this type of disciplinary action. Exempt employees shall not be subject to unpaid disciplinary suspension, except in cases of major safety violations or in one work week increments.

#### **6.4.5 Reduction In Pay**

Reduction in pay shall be a decrease in salary paid to an employee for a fixed period of time for disciplinary purposes. FLSA-exempt employees are not subject to a reduction in pay.

#### **6.4.6 Demotion**

The involuntary placement of the employee in a lower paying classification or pay step.

#### **6.4.7 Discharge**

The disciplinary action of discharge is reserved for either serious offenses or the final step after seeking improvement in an employee's conduct or job performance.

### **6.5 PROCEDURES FOR TAKING DISCIPLINARY ACTION**

Disciplinary action of the level of suspension or greater shall be taken in compliance with the following procedures. This Section shall not apply to any employee who has not yet successfully completed his/her probationary period.

#### **6.5.1 Notice of Intent**

Suspension of an employee for 1 – 3 days may be imposed without issuing the employee a Notice of Intent. Whenever the appropriate authority intends to suspend an employee for more than three (3) days, demote the employee, reduce the employee in pay or dismiss the employee, the appropriate authority shall give the employee a written notice of intent to discipline which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, or documents upon which the discipline is based;
- e. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- f. The date, time and person before whom the employee may respond in no less than five (5) working days;
- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

### **6.5.2 Response by Employee**

The employee shall have the right to respond to the appropriate authority orally or in writing within five (5) working days after the employee receives a copy of the notice of intent to discipline. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. In cases of suspensions greater than three days, demotions, reductions in pay or dismissal, the employee's response will be considered before final action is taken.

### **6.5.3 Final Notice**

After the consideration of the employee's response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken
- c. Specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports and documents upon which the disciplinary action is based
- f. An explanation of appeal procedures.

## **6.6 APPEALS HEARING PROCEDURE**

This appeal procedure applies only to cases of disciplinary suspensions, reductions in pay, demotions and dismissals affecting regular employees. This Section shall only apply to employees who have successfully completed her/her probationary period.

### **6.6.1 Request for Hearing**

Within seven (7) working days after final notice of suspension, reduction in pay, demotion or dismissal, the employee or the employee's representative may file an appeal in writing to the General Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation why the charge is admitted or denied.

- b. A statement of any affirmative defenses.
- c. A statement that the employee disagrees with the penalty with an explanation of why the employee disagrees.
- d. The employee's current address.
- e. A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

#### **6.6.2 Scheduling of Hearing**

Upon receipt of the request for an appeal, the ~~District General Manager~~ shall schedule a hearing before the General Manager or his/her designee ~~designated Hearing Officer~~. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

#### **6.6.3 Closed Hearing**

All hearings shall be private; provided, however, that the employee may request a hearing open to the public. Any request for an open hearing must be submitted five (5) working days prior to the hearing date or the hearing will be closed.

#### **6.6.4 Appointment of Hearing Officer** ~~General Manager As Hearing Officer~~

The General Manager, or his/her designee, will serve as the Hearing Officer to preside over any disciplinary appeal hearing. ~~may appoint a Hearing Officer not currently employed by the District to conduct a hearing.~~

#### **6.6.5 Subpoenas**

The General Manager, or his/her designee, Hearing Officer ~~is~~ authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued only at the discretion of the General Manager, or his/her designee, Hearing Officer upon a showing of good cause.

#### **6.6.6 Conduct at Hearing**

The hearing need not be conducted in accordance with the technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objections in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the



General Manager, or his/her designee, Hearing Officer shall not be invalidated by any informality in the proceeding.

The General Manager, or his/her designee, Hearing Officer shall rule on the admission or exclusion of evidence.

#### **6.6.7 Right to Representation**

Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined under cross-examination.

#### **6.6.8 Administration of Oath**

Oral evidence shall be taken only on oath or affirmation.

#### **6.6.9 Order of Proceeding**

The hearing shall proceed in the following order unless the Hearing Officer otherwise directs:

- a. The party imposing discipline shall be permitted to make an opening statement.
- b. The appealing party shall be permitted to make an opening statement or reserve an opening statement until presentation of their case.
- c. The party imposing disciplinary action shall produce the evidence on his/her part.
- d. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof.
- e. The parties may then, in order, respectively offer rebutting evidence only, unless the General Manager, or his/her designee, Hearing Officer for good reason, permits them to offer evidence upon their original case.
- f. Closing arguments shall be permitted in the discretion of the General Manager, or his/her designee, Hearing Officer. The General Manager, or his/her designee, Hearing Officer may request or allow the submission of written briefs.
- g. In a disciplinary appeal, the District has the burden of proof by preponderance of the evidence.

#### **6.6.10 Preponderance of Evidence**

The General Manager, or his/her designee, Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.

#### **6.6.11 Exclusion of Witnesses**

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

#### **6.6.12 Exclusion of Visual Recordings**

No still photographs, moving pictures, video, digital, television or other pictures shall be taken in the hearing chamber during a hearing without the consent of all parties and the General Manager, or his/her designee, Hearing Officer. Any person may record the audio portion of the hearing.

#### **6.6.13 Continuances**

The General Manager, or his/her designee, Hearing Officer, prior to or during a hearing, may grant a continuance for good cause.

#### **6.6.14 General Manager's Hearing Officer's Recommended Decision**

~~The General Manager, or his/her designee's, Hearing Officer decision shall be final and binding upon the parties. may recommend the sustaining, or rejecting of any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. If the Hearing Officer recommends reinstatement of a terminated employee, and that recommendation is adopted by the General Manager, the employee is only entitled to back pay as set forth in the decision. At a maximum this shall be pay during the period of absence minus the sum the employee has earned during the period of absence.~~

~~The General Manager, or his/her designee's decision Hearing Officer's recommendations (and findings, if applicable) shall be made in writing as soon after conclusion of the hearing as reasonably possible, not to exceed thirty (30) calendar days, unless otherwise stipulated by the parties.~~

~~The decision of the Hearing Officer is advisory to the General Manager. The proposed decision shall be filed with the charged employee, the employee's department head and the General Manager, and shall set forth all findings and conclusions.~~

#### **6.6.15 Objections to Recommended Decision**

~~Either the employee or the department may file a written appeal to the findings and recommended decision to the General Manager within ten (10) working days of their decision by filing exceptions thereto with the Manager of Finance and Administration.~~

~~The party desiring to contest the recommended decision of the Hearing Officer may request a transcript for review by the General Manager within ten (10) working days of the Hearing Officer's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.~~

#### **6.6.16 Final Action by General Manager**

~~The General Manager shall review the decision of the Hearing Officer and any exceptions filed. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final. The decision shall be transmitted to the employee appealing disciplinary action. The decision shall be mailed to the employee with a proof of service by mail that shows the date of service.~~

#### **6.6.17 Judicial Review**

Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the ninetieth (90<sup>th</sup>) day following the date on which the General Manager gives written notice to the employee appealing disciplinary action of the final decision.

## **7.0 PERFORMANCE EVALUATIONS**

### **7.1 EVALUATIONS**

#### **7.1.1 Performance Evaluation**

The General Manager or designee shall provide a method of reporting of individual employee performance which relates to quantity and quality of work, ability, reliability, attendance, and other factors. The General Manager or designee shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the District for the purposes set forth in this section. An employee must have an overall evaluation grade of satisfactory in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion, or dismissal.

#### **7.1.2 Performance Reports**

Department heads shall periodically rate the performance of each employee; provided, however, that the department heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary. Each employee shall be informed in such reports of his or her strengths and weaknesses. Each performance report shall be discussed with the employee. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean he or she fully endorses the contents of said report. The performance reports shall not be subject to any grievance procedure.

District employees are evaluated on at least an annual basis by their immediate supervisor. These evaluations become a permanent part of the employee's personnel file and are used as a factor in judging qualifications for promotions, demotions, wage and merit increases.

## **8.0 LEAVES OF ABSENCE**

### **8.1 LEAVE OF ABSENCE**

All full-time employees who have been employed over 180 days may, at the discretion of District management, be granted an unpaid leave of absence, provided there are good and sufficient reasons. A request for a leave of absence may not exceed 30 days in any one (1) year period of time. Authorization is necessary to cover absence for any reason (other than paid vacation) in excess of five (5) working days. This is not to be construed as relieving the employee of reporting his/her absence immediately.

The District does not pay an employee's group health premiums during a leave of absence. Employees wishing to maintain their insurance coverage during a leave of absence must prepay health insurance premiums on a monthly basis, if they elect to continue insurance coverage under the Medical Continuation and Conversion Rights of the District's health benefit plan.

Benefit credit will not be accrued toward vacation and sick leave for the duration of the leave. An employee returning from a leave of absence during the course of a calendar year will receive only a prorated portion of sick leave and vacation benefits for the duration of that year.

~~Return to work from a leave of absence is contingent upon an available opening at that time and should be verified with the District before reporting back to work. Employees returning from leave will be reinstated to the same or comparable position, unless irrespective of their leave, the employee's employment would have ceased or their hours would have been reduced.~~

Any employee who fails to report for work at the end of an approved leave shall be deemed to have voluntarily resigned. Any employee who does not return to his/her job is ineligible for continued insurance coverage under the District's health benefit plan.

### **8.2 MILITARY LEAVE OF ABSENCE**

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the District, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the District may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

### **8.3 PERSONAL LEAVE**

All employees are allowed one three-hour personal leave period each year. All leave and vacation requests are subject to the approval of District's General ~~manager~~Manager.

### **8.4 BEREAVEMENT LEAVE**

Employees will be granted up to five (5) days per year for "bereavement leave" in addition to sick leave. Bereavement leave is to be granted for death in the immediate

family only as follows: spouse, domestic partner, children, parents, ~~brothers and sisters~~siblings, grandparents, grandchildren, and parent-in-laws. Employees taking bereavement leave under this Policy shall be paid at the employee's regular rate of pay. Employees may be required to provide documentation of the death of a family member within 30 days of the first day of the leave. Bereavement leave must be completed within 3 months of the date of death, however, the leave need not be taken consecutively.

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## **8.5 PREGNANCY DISABILITY LEAVE**

An pregnant employee who is disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to a leave of absence without pay for up to the number of hours she would normally work within four (4) calendar months ~~months~~ ~~so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy, childbirth or a related medical condition.~~ During said leave of absence without pay, the employee has the option of using accumulated sick leave, compensatory time and/or vacation credits.

### **8.5.1 Notice & Certification Requirements**

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specified date of return, and be submitted to the General Manager.

The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave

### **8.5.2 Benefits While on Leave**

(a) Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the FMLA.

(b) Sick and Vacation Leaves: Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

### **8.5.3 Reinstatement**

Upon expiration of the approved leave, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities.

Prior to the employee being reinstated, the District may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position. . If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will

initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Failure to return to work after the authorized four month leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Female employees shall be reasonably accommodated for conditions related to pregnancy, childbirth or related medical conditions if the employee requests an accommodation with the advice of her healthcare provider.

## **8.6 ADMINISTRATIVE LEAVE**

The District shall have the right to place an employee on leave at any time with full pay for non-disciplinary reasons at any time when the General Manager has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

## **8.7 REPRODUCTIVE LOSS LEAVE**

The District provides eligible employees who have been employed at least thirty (30) calendar days with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available for a "Reproductive Loss Event", which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology



procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event.

The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

The District will maintain confidentiality of any employee requesting Reproductive Loss Leave and the District will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

## **8.8 JURY DUTY / COURT-ORDERED LEAVE**

Any employee, including a temporary, seasonal, or part-time employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor as soon as possible. Employees who require leave to serve on a jury will be provided their full pay for their absence. Leave for all other reasons under this provision will be unpaid. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor.

## **8.9 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR OTHER CRIMES**

Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave

is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.

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## **GRIEVANCES**

### **9.1 GRIEVANCE PROCEDURE**

#### **9.1.1 Definition**

“Grievance” shall be defined as a written allegation by an employee submitted as herein specified claiming violation(s) of the specific express terms of the Personnel Manual, or Departmental Rules and Regulations for which there is no specific method of review, provided by District law.

A grievant is an employee or group of employees adversely affected by an act or omission of the employer.

#### **9.1.2 Exclusions**

- a. The procedure is not to be used for the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
- b. The procedure is not to be used to challenge the content of employee evaluations or performance reviews.
- c. The procedure is not to be used to challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee.
- d. The procedure is not to be used in cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or termination.
- e. This procedure is not to be used to challenge violation of law or past practice.
- f. This procedure is not to be used to challenge examinations or appointment to positions.

#### **9.1.3 Rights of Representation**

The grievant may be represented by an attorney or one representative from the agency staff. If the representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the Personnel Office whether he or she will be represented at the grievance meeting and identify the representative.

#### **9.1.4 The Grievance Steps**

The grievance procedure consists of the following steps:

STEP ONE: An employee must attempt first to resolve a grievance through discussion with his/her immediate supervisor without undue delay on an informal

basis within five (5) working days of the incident. The supervisor shall respond within three (3) working days. In no case, may more than five (5) working days elapse from the date of the alleged incident or action giving rise to the grievance and the employee's discussion with the supervisor at Step One or the grievance shall be barred and waived.

STEP TWO: Department Head Response: If the grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within ten (10) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his/her department head. Failure of an employee to take this action will constitute termination of the grievance by the employee. The department head shall further review and discuss the grievance with the employee and shall render his/her decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

STEP THREE: If the grievance is not resolved in Step Two, or if no answer has been received within the time limits established in Step Two, the employee may, within ten (10) working days, present the grievance in writing to the General Manager. Failure of the employee to take this action will constitute termination of the grievance by the employee.

Within ten (10) calendar days of having received the grievance, the General Manager, or his/her designee, shall set a meeting with the employee, the employee's designated representative and such other personnel as the General Manager or his/her designee deems appropriate, to consider the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, the General Manager or his/her designee shall advise the employee, in writing, within ten (10) working days, as to the position on the grievance. The decision of the General Manager or his/her designee shall be final.

The time limits set forth in steps one through three shall be strictly construed. If the grievance is not appealed to the next level within the specified time limit, or any agreed upon date specified in a written agreement, the grievance shall be considered withdrawn and will not be processed further. If the District fails to process the grievance in a timely manner, the grievance will go to the next step.

#### **9.1.5 Specifics Of The Grievance**

In filing a grievance, the employee should set forth the following information:

- g. The specific section of the Personnel Rule(s) allegedly violated, misinterpreted or misapplied.
- h. The specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication.
- i. The date or dates on which the violation, misinterpretation or misapplication occurred.
- j. What documents, witnesses or other evidence support your position.

- k. The remedy requested.

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## **9.0 MISCELLANEOUS PROCEDURES**

### **10.1 MEDICAL EXAMINATION**

The General Manager or designee may require a medical examination during employment or prior to employment provided a conditional offer of employment has been made and all entering employees in the same job category are required to take the examination. An examination may be required in order to determine the medical fitness of an employee or prospective employee to perform the essential functions of his/her job and where the examination is job related and consistent with business necessity. The cost of such medical examination will be borne by the District. All examinations shall be conducted by a duly licensed physician, psychologist or testing service approved by the General Manager, or designee.

### **10.2 ~~PERSONAL APPEARANCE~~**

- ~~a. All employees must be neatly and appropriately dressed at all times.~~
- ~~b. Hair must be neat and clean.~~
- ~~c. Maintenance workers receive an annual allowance of four uniforms.~~

### **10.3 CONDUCT AND ETHICS**

Employees are to conduct themselves in a manner which brings credit to the District at all times.

### **10.4 TRAINING & CONFERENCES**

Safety training programs, conferences, meetings, seminars and on-the-job training are conducted from time to time to enhance safety and maintain proficiency in District operations.

Employees wishing to attend such functions must obtain approval from the General Manager. If the employee desires the District to reimburse the cost of the training or conference, it must be related to the employee's work for the District and should be beneficial to the District as well as the employee. The District will not reimburse non work-related expenses, such as entertainment, alcoholic beverages, or normal personal needs. When an employee attends an approved training session or conference, allowable transportation and per diem will be provided and the employee's time will be counted as hours worked.

### **10.5 TUITION REIMBURSEMENT FOR CONTINUING EDUCATION**

The District may reimburse an employee for cost and expense of tuition for continuing educational programs which relate to the employee's employment with the District and are beneficial to the District as well as the employee. Continuing Education programs are subject to approval by the General Manager and the Board of Directors, provided the employee maintains an overall grade point average of 2.5 or better in each course taken. For determination of grade point average, 4.0 is the highest possible average.

## **10.6 TELEPHONE CALLS**

District telephones are to be used only for District business except in case of emergency.

## **10.7 PERMISSION TO LEAVE**

All employees are required to notify the appropriate supervisor when leaving their working area during working hours, including breaks.

## **10.8 SOLICITATION**

In order to prevent disruption in the operation of the District, interference with tenants and inconvenience to businesses on District premises, the following rules will apply to solicitation and distribution of non-District literature on airport property: Employees may not solicit funds or distribute literature for any purpose during working hours or in working areas. Working hours include the working time of employees doing the solicitation or distribution and the employee to whom it is directed. Solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on District property at any time.

## **10.9 VENDING OR CANVASSING**

Selling articles, goods or services of any kind for profit by employees is not permitted during working hours or in working areas. Working hours include the working time of the employee doing the selling and the employee to whom it is directed.

## **10.10 REST BREAKS**

Each employee shall be entitled to one 15-minute rest break each morning and each afternoon.

## **10.11 SAFETY**

Employees are required to know all safety policies of the District. The following are employee guidelines concerning good safety practices:

- a. Learn the right way to do your job.
- b. Work at a safe speed. Trying to beat the clock is dangerous.
- c. Keep your work area in order.
- d. Obey all warning tags and signs.
- e. Report to your supervisor any unsafe conditions or defective equipment.
- f. Store waste and flammable materials in proper receptacles.

- g. Clean up spills. If you are the closest available person, you are responsible.
- h. Keep corridors and exits clear. Do not obstruct fire extinguishers.
- i. When lifting, bend your knees and keep your back straight.
- j. Obey all smoking regulations.
- k. Make any suggestions that will assist in the safe performance of work.

## **10.12 ACCIDENTS AND INCIDENTS**

If you are injured at work, report the accident immediately to your supervisor, who will arrange treatment, if necessary. An injury report must be completed and given to the General Manager within 24 hours. All employees are covered by Worker's Compensation Insurance.

## **10.13 COMMUNICATION**

Bulletin boards are located in the District offices and shop. These boards are maintained to provide you with current information. Consult them for information about policies, announcements, etc. All materials for posting must be approved by the General Manager.

## **10.14 "WRITE IT – DON'T SAY IT"**

All requests for vacation days, appropriate holidays, or leave of absence should be written on the proper form in a timely manner and given to your immediate supervisor. Any suggestions for improvement and/or change should also be in writing.

## **10.15 JURY DUTY**

~~Report any notice for jury duty to your supervisor. If you are selected to serve, the District will pay your full day's pay for each day you serve.~~

## **10.1610.15 LOST AND FOUND**

All items found should be turned in to the District office. Articles may be claimed following proper identification by the owner.



## **10.1710.16 CONFLICT**

In the event of any conflict between any provision of this Personnel Manual and the District's Administrative Code or any prior rules, regulations or policies, the provisions of this Personnel Manual shall prevail.

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## **10.18 TELEWORK AND REIMBURSEMENT POLICY**

The following constitutes the Telework Policy (Policy") for Santa Maria Public Airport District (the "District").

### **10.18.1 Purpose**

The purpose of the policy is to allow certain employees, subject to their execution of a Teleworking Agreement, to Telework from an Alternative Worksite for some or all of their regularly scheduled work hours and to ensure that, for the duration of such Telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public.

### **10.18.2 Definitions**

"Alternative Worksite" means the employee's home, place of residence or from another location approved by the District other than the employee's normal workplace at a District worksite or facility.

"Telework(ing)" means a work arrangement under which an employee works from their home, place of residence or from another location other than the employees' normal workplace at a District worksite or facility ("Alternative Worksite") for all or a portion of their regularly scheduled work hours.

"Work Schedule" means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

### **10.18.3 Scope of Policy**

This policy covers Teleworking voluntarily requested by a District employee and provided by the District, subject to certain conditions and requirements.

### **10.18.4 Voluntary Teleworking Arrangements**

The District may allow Teleworking for certain eligible employees who request to Telework.

a. Eligibility Criteria

The General Manager, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy.

The General Manager, or their designee, may make such determination using criteria including, but not limited to, the following:

- The employee's adherence to the District's policies regarding teleworking and the requisite 24-hour written request to telework expressly stating the date(s) on which the employee seeks to telework.
- The operational needs of the District;
- The disruption of or potential disruption to the District's function;
- The ability of the employee to perform their job duties (both essential and marginal) from an Alternative Worksite without diminishing the quantity or quality of the work performed;
- The degree to which the employee's job functions require face-to-face interaction with other District employees and/or members of the public;
- The employee's job performance, as determined by their last performance review;
- The employee's length of service with the District;
- The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
- The availability of or ability to create a functional, reliable, healthy, safe, and secure Alternate Worksite for the employee at a reasonable cost;
- The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at the District;
- The District's capacity to monitor and measure the employee's work performance at the Alternate Worksite;
- The employee's supervisory responsibilities;

- The employee's need for supervision; and
- Other considerations deemed necessary and appropriate by the District, including tax and other legal implications of teleworking.

b. Process for an Employee to Request to Telework

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager.

The employee's supervisor or manager will provide the request form to the General Manager, or their designee, and will discuss the employee's request with the General Manager, or their designee.

In consultation with or based on information provided by the employee's supervisor or manager, the General Manager, or their designee, will make a determination regarding the employee's request to telework.

The General Manager will consider Teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

c. Final Determination; No Right to Appeal

The decision of the General Manager regarding an employee's Teleworking request is final and binding. Neither the employee nor the employee's employee organization has any right to appeal or grieve the decision.

d. Approval of Requests; Voluntary Telework Agreement

An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute a Voluntary Teleworking Agreement ("Agreement") prior to and as a precondition to the employee teleworking.

The Agreement shall provide the mutual understanding of the employee, the employee's supervisor or manager, and the General Manager concerning the teleworking arrangement.

**10.18.5 Mandatory Teleworking Arrangements During Exigent Circumstances**

Where an exigent circumstance exists, the District may direct District employees to remain at their homes or places of residence and the District adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the District.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for District employees, the General Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

#### **10.18.6 Duties, Obligations and Responsibilities for Teleworking Employees**

Teleworking employees must adhere to the provisions set forth in these policies, including, but not limited to the following:

- a. All of the teleworking employee's existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees shall abide by all District policies and procedures, rules and regulations.
- b. All of the Teleworking employee's existing supervisory relationships, lines of authority and supervisory practices remain in effect.
- c. Teleworking employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and members of the public.
- d. Teleworking employees are required to be accessible in the same manner as if they are working at the District during the established teleworking Work Schedule, regardless of the designated location for teleworking, or Alternate Worksite. Teleworking employees must be accessible via telephone, email, and/or network access to the General Manager, their supervisor, and other District employees while Teleworking, as if working at their District. Teleworking employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

#### **10.18.7 Miscellaneous**

- a. Teleworking employees must notify the General Manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.

- b. Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access.
- c. Teleworking employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at the District.
- d. Teleworking employees must ensure dependent care will not interfere with work responsibilities.

#### **10.18.8 Work Schedule, Overtime, Leave, Benefits**

When teleworking, employees shall continue to abide by their work schedules as if they were working in-person at the District, which includes abiding by the District's policies and procedures for breaks, overtime, requests of sick, vacation, and other leaves of absence. Any deviation from the employee's work schedule shall be approved in advance, in writing, by the General Manager.

- a. For non-exempt employees, the District will either provide such employee: (1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks ("Work Schedule"); or (2) authorization to work on an intermittent basis.
- b. For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the General Manager.
- c. Non-exempt employees may not Telework outside their normal work hours without prior written authorization from the General Manager. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
- d. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while Teleworking as required under applicable law and/or under applicable contract or District policy and procedures.
- e. For non-exempt employees assigned a Work Schedule, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager in accordance with District policy and documented in writing. For non-exempt employees authorized to work intermittently, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager.
- f. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to report in a timely

manner all hours worked at the Alternate Worksite and make that record available to the General Manager upon request. Employees shall record all non-productive work time on their timesheet.

- g. Employees shall continue to abide by the District's policies and procedures for requests of sick, vacation and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify the General Manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- h. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and such requests must be pre-approved in writing by the General Manager.
- i. Teleworking employees' salary and benefits remain unchanged during the Teleworking arrangement.
- j. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to the General Manager immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

#### **10.18.9 Space and Equipment, Information Security, Confidentiality**

- a. Teleworking employees will either receive approval to use personal computer equipment or will be provided with District-issued equipment at the discretion of the General Manager.
- b. If the General Manager provided any District-issued equipment, teleworking employees agree to follow the District's policy for the use of such equipment. Teleworking employees must report to the General Manager any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- c. Where, in response to a request to Telework, the General Manager allows an employee to Telework, the District shall not be responsible for Teleworking costs, including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in a written agreement.

- d. Employees must take reasonable precautions to ensure their devices (g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to the District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
- e. Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies. Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must return all records, documents, and correspondence to the District at the termination of the Agreement or upon request by the General Manager.

#### **10.18.10 Conditions and Requirements for Reimbursement**

In conjunction with the Teleworking policy, the purpose of this policy is to provide the conditions and requirements for reimbursements for certain expenses incurred by Teleworking employees.

##### a. Applicability of Policy to District Employees

This policy covers and applies to all Teleworking employees.

##### b. Teleworking Expenses Subject to Reimbursement

The District will reimburse covered Teleworking employees only for those expenses incurred which are necessary for the Teleworking employee to perform the job duties assigned to the Teleworking employee by the District from their home, place of residence, or location other than a District worksite as determined at the sole discretion of the District. Such expenses may include the following:

- i. Computer, if the employee does not have such a device and the District does not have such a device to lend to the employee;
- ii. Computer monitor, if the employee does not have such a device and the District does not have such a device to lend to the employee;



- iii. Keyboard and mouse, if the employee does not have such devices and the District does not have such a device to lend to the employee;
- iv. Teleconferencing equipment (i.e., a video camera and microphone), if the employee does not have such a device and the District does not have such equipment to lend to the employee;
- v. A desk and desk chair, if the employee does not have such furniture and the District does not have such furniture to lend to the employee;
- vi. Internet; and
- vii. Utilities
- c. Process for Requesting Reimbursement for Teleworking Expenses Not Covered Above

An employee that believes that other equipment, furniture or supplies are necessary in order for the employee to perform the job duties assigned by the District from their home, place of residence, or location other than a District worksite may request that the District provide reimbursement for such expense(s). In order to request reimbursement for an expense not enumerated above, the employee may file with their Supervisor or Manager, a Teleworking Expense Reimbursement Request form. An employee organization may file with the Accounting Department a Teleworking Expense Reimbursement Request form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal or grievance.

- d. Amount of Reimbursement for One-Time and Recurring Expenses

One-time and recurring expenses of covered Teleworking employees may be reimbursed by the District at amounts to be determined at the sole discretion of the General Manager.

- e. Amount of Reimbursement for Covered Teleworking Employees Who Do Not Telework on a Full-Time Basis

For covered teleworking employees who are Teleworking on a part-time basis, the reimbursement amounts provided above will be provided on a pro rata basis to be determined at the sole discretion of the General Manager to reflect the amount of time that the employee is working from their home, place of residence, or location other than a District worksite.

- f. Requirement that Employee Request Prior Approval for Reimbursable Expenses



If a covered Teleworking employee expects to incur an expense that is subject to reimbursement as identified in this policy, that employee is required to file with their manager or supervisor, a Teleworking Expense Reimbursement Request Form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal.  
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# **SANTA MARIA PUBLIC AIRPORT DISTRICT**

## **PERSONNEL MANUAL**

Gary T. Rice  
General Manager

Adopted 01/27/05  
Resolution 717

## TABLE OF CONTENTS

1.	EMPLOYMENT POLICIES .....	2
1.1.	EQUAL EMPLOYMENT OPPORTUNITY.....	2
1.2.	ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE.....	2
1.2.1.	Introduction .....	2
1.2.2.	Definition.....	2
1.2.3.	Prohibited Conduct .....	5
1.2.4.	Complaint Procedure .....	5
1.2.5.	Obligations of Supervisors .....	6
1.2.6.	Investigative/Corrective Action.....	6
1.2.7.	Protection Against Retaliation .....	6
1.2.8.	Additional Enforcement Information .....	6
1.3.	NON-CONTRACT PROVISION.....	7
1.4.	AT-WILL EMPLOYMENT.....	7
1.5.	COVERAGE OF THE PERSONNEL RULES.....	7
1.6.	TIME OFF TO VOTE .....	7
1.7.	JOB ABANDONMENT .....	8
1.8.	PERSONNEL RECORDS.....	8
1.8.1.	General.....	8
1.8.2.	Notifying District of Changes in Personal Information .....	8
1.8.3.	Location of Personnel Files.....	9
1.8.4.	Medical Information .....	9
1.8.5.	References and Release of Information in Personnel Files.....	10
1.8.6.	Employee Access to Personnel File .....	10
1.9.	OUTSIDE EMPLOYMENT OR ACTIVITY .....	10
1.10.	EMPLOYEE DRESS CODE .....	13
1.11.	ELECTRONIC MAIL (E-MAIL) ADMINISTRATIVE POLICY .....	14
1.11.1.	Purpose.....	14
1.11.2.	Policy.....	14
1.11.3.	Provisions .....	14
1.11.4.	Confidentiality .....	14
1.11.5.	Etiquette .....	15
1.12.	USE OF DISTRICT PROPERTY .....	15
1.13.	ALCOHOL AND DRUG ABUSE POLICY .....	15
1.13.1.	Purpose.....	15
1.13.2.	Policy.....	16
1.13.3.	Definition of Terms.....	18
1.14.	ANTI-FRATERNIZATION POLICY .....	20
1.14.1.	Purpose.....	20
1.14.2.	Policy.....	20
1.14.3.	Definitions.....	20
1.14.4.	Supervisor/Subordinate Relationships .....	21

	1.14.5 Enforcement .....	21
	1.15 NEPOTISM POLICY .....	Error! Bookmark not defined.
	1.16 WORKPLACE VIOLENCE POLICY .....	22
2.0	SELECTION AND APPOINTMENT .....	25
	2.1 JOB ANNOUNCEMENTS.....	25
	2.2 APPLICATION PROCEDURE.....	25
	2.3 SELECTION PROCESS.....	26
	2.3.1 Evaluation Panel.....	26
	2.4 APPOINTMENTS .....	27
	2.5 RE-EMPLOYMENT .....	27
	2.6 ORIENTATION .....	27
3.0	EMPLOYMENT STATUS.....	28
	3.1 REGULAR EMPLOYMENT .....	28
	3.2 PROBATIONARY PERIOD .....	28
	3.2.1 Probationary Period For New Employees .....	28
	3.2.2 Probationary Period For Promotional Employees.....	28
4.0	COMPENSATION/PAYROLL .....	29
	4.1 SALARY PLAN ADMINISTRATION .....	29
	4.1.1 Salary Placement of New Employees .....	29
	4.1.2 Salary Reinstatement.....	29
	4.1.3 Salary Step Movement.....	29
	4.1.4 Salary on Promotion .....	30
	4.1.5 Salary on Demotion.....	30
	4.1.6 Salary on Transfer.....	30
	4.1.7 Salary on Reassignment of Class.....	30
	4.1.8 Salary on Reclassification of Position: .....	30
	4.2 LONGEVITY PAY PLAN .....	31
	4.3 PAYDAYS .....	31
	4.4 AUTHORIZED DEDUCTIONS.....	31
	4.6 WORKING HOURS .....	33
	4.7 WORK SCHEDULE.....	33
	4.8 OVERTIME .....	33
	4.9 RETURN TO WORK PAY .....	33
	4.10 VACATION .....	34
	4.11 SICK LEAVE .....	34
	4.11.1 Definition.....	35
	4.11.2 Sick Leave Use .....	35
	4.11.3 Sick Leave Accrual.....	36
	4.11.4 Abuse of Sick Leave .....	36
	4.11.5 Evaluation of Sick Leave Usage.....	36
	4.12 DISABILITY INSURANCE.....	36
	4.13 EXCEPTIONAL CIRCUMSTANCES .....	37
	4.14 HOLIDAYS .....	37
	4.15 ADDITIONAL EMPLOYEE BENEFITS .....	38
	4.15.1 Medical Insurance .....	38
	4.15.2 Dental Insurance .....	38

	4.15.3 Retirement Benefit Plan .....	38
	4.15.4 Deferred Compensation Plan .....	39
	4.15.5 Life Insurance .....	39
	4.15.6 Section 125, Internal Revenue Code, Flex Plan .....	39
5.0	JOB ACTIONS .....	40
5.1	PROMOTIONS AND TRANSFERS .....	40
5.2	RESIGNATION .....	40
5.3	LAYOFFS .....	40
	5.3.1 Statement of Intent: .....	40
	5.3.2 Notification: .....	40
	5.3.3 Order of Layoff: .....	40
6.0	DISCIPLINARY ACTIONS .....	42
6.1	ATTENDANCE .....	42
6.2	DISCIPLINARY ACTIONS .....	42
6.3	GROUND FOR DISCIPLINARY ACTION .....	42
6.4	TYPES OF DISCIPLINARY ACTION .....	44
	6.4.1 Counseling .....	44
	6.4.2 Verbal Reprimand .....	44
	6.4.3 Written Reprimand .....	44
	6.4.4 Suspension .....	44
	6.4.5 Reduction In Pay .....	45
	6.4.6 Demotion .....	45
	6.4.7 Discharge .....	45
6.5	PROCEDURES FOR TAKING DISCIPLINARY ACTION .....	45
	6.5.1 Notice of Intent .....	45
	6.5.2 Response by Employee .....	46
	6.5.3 Final Notice .....	46
6.6	APPEALS HEARING PROCEDURE .....	46
	6.6.1 Request for Hearing .....	46
	6.6.2 Scheduling of Hearing .....	47
	6.6.3 Closed Hearing .....	47
	6.6.4 Appointment of Hearing Officer .....	47
	6.6.5 Subpoenas .....	47
	6.6.6 Conduct at Hearing .....	47
	6.6.7 Right to Representation .....	48
	6.6.8 Administration of Oath .....	48
	6.6.9 Order of Proceeding .....	48
	6.6.10 Preponderance of Evidence .....	48
	6.6.11 Exclusion of Witnesses .....	49
	6.6.12 Exclusion of Visual Recordings .....	49
	6.6.13 Continuances .....	49
	6.6.14 Hearing Officer's Recommended Decision .....	49
	6.6.15 Objections to Recommended Decision .....	49
	6.6.16 Final Action by General Manager .....	50
	6.6.17 Judicial Review .....	50
7.0	PERFORMANCE EVALUATIONS .....	51

7.1	EVALUATIONS .....	51
7.1.1	Performance Evaluation .....	51
7.1.2	Performance Reports .....	51
8.0	LEAVES OF ABSENCE .....	52
8.1	LEAVE OF ABSENCE .....	52
8.2	MILITARY LEAVE OF ABSENCE .....	52
8.3	PERSONAL LEAVE .....	52
8.4	BEREAVEMENT LEAVE .....	52
8.5	PREGNANCY LEAVE .....	54
8.6	ADMINISTRATIVE LEAVE .....	55
9.0	GRIEVANCES .....	58
9.1	GRIEVANCE PROCEDURE .....	58
9.1.1	Definition .....	58
9.1.2	Exclusions .....	58
9.1.3	Rights of Representation .....	58
9.1.4	The Grievance Steps .....	58
9.1.5	Specifics Of The Grievance .....	59
10.0	MISCELLANEOUS PROCEDURES .....	61
10.1	MEDICAL EXAMINATION .....	61
10.2	PERSONAL APPEARANCE .....	61
10.3	CONDUCT AND ETHICS .....	61
10.4	TRAINING & CONFERENCES .....	61
10.5	TUITION REIMBURSEMENT FOR CONTINUING EDUCATION .....	61
10.6	TELEPHONE CALLS .....	62
10.7	PERMISSION TO LEAVE .....	62
10.8	SOLICITATION .....	62
10.9	VENDING OR CANVASSING .....	62
10.10	REST BREAKS .....	62
10.11	SAFETY .....	62
10.12	ACCIDENTS AND INCIDENTS .....	63
10.13	COMMUNICATION .....	63
10.14	“WRITE IT – DON’T SAY IT” .....	63
10.15	JURY DUTY .....	63
10.16	LOST AND FOUND .....	63
10.17	CONFLICT .....	64

## **RESOLUTION 947**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW INJURY ILLNESS PREVENTION PROGRAM.**

**WHEREAS**, the District last amended its Injury Illness Prevention Program in 2000; and

**WHEREAS**, an Injury and Illness Prevention Program is a crucial framework that all employers must establish, implement, and maintain to ensure workplace safety,

**WHEREAS**, it is in the District's best interest to rescind all prior conflicting rules, policies, regulations and manuals and to adopt a new Injury, Illness, Prevention Program (IIPP).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Santa Maria Public Airport District, that the IIPP attached hereto as Exhibit "A" is hereby adopted as the Santa Maria Public Airport District IIPP, to govern the employment of all employees of the Santa Maria Public Airport District. This IIPP shall supersede all prior conflicting rules, policies, regulations and manuals. All prior IIPP are hereby rescinded. All prior conflicting rules, policies and regulations are hereby rescinded;

**PASSED AND ADOPTED** at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held June 26, 2025, on Motion of Seconded by and carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Ignacio Moreno, President

---

Steve Brown, Secretary

# **INJURY & ILLNESS PREVENTION PROGRAM**

## **Safety Policy**

*No function at Santa Maria Public Airport District is so critical as to require or justify  
a compromise of safety and health.*

We believe that everyone benefits from a safe and healthful work environment. We are committed to maintaining a safe workplace and to complying with applicable laws and regulations governing safety.

To achieve this goal, Santa Maria Public Airport District has adopted an *Injury & Illness Prevention Program* (IIPP). This program is everyone's responsibility as we work together to identify and eliminate conditions, practices, policies and procedures that compromise safety.

To this end, each and every manager, supervisor and employee has the authority to take action to prevent mishaps.

It takes positive and genuine effort to assure a safe work environment. The alternative is wasted money and wasted time due to occupational injuries and illness and their associated pain and suffering.

Our expectations are that everyone will:

1. Do the right thing the first time.
2. Seek to integrate safety into all tasks.
3. Avoid taking short cuts.
4. Take time to assure a safe workplace.
5. Have a safe and healthy work experience here at Santa Maria Public Airport District.

Please join me in striving to achieve our ultimate goal of an injury-free workplace.



## **Responsibilities**

### 1. Managers/Supervisors

Managers and supervisors have the responsibility of providing a safe place to work including plant facilities, equipment, standards and procedures, adequate supervision and recognition for a job done properly. They are responsible for training all their employees to perform their jobs properly and safely and for answering questions about the IIP Program. They teach, demonstrate, observe and enforce compliance with established safety standards. A copy of this IIP Program is available from each manager and supervisor.

### 2. IIPP Administrator

The IIPP Administrator, shall be the General Manager or his/her designee. The [Name or job title of IIPP Administrator] has the responsibility for the implementation, maintenance, and update of this policyProgram.

### 3. Employees

Employees have the responsibility of performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. They should never undertake any task, job, or operation unless they are able to perform it safely.

## **Compliance**

### 1. Management Responsibility

Management is responsible for ensuring that organizational safety and health policies are clearly communicated and understood by employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

2. Employee Responsibility

All employees are responsible for using safe work practices, for following directives, policies and procedures, and for assisting in maintaining a safe work environment.

3. Performance Evaluations

As part of employees' regular performance reviews, they are evaluated on their compliance with safe work practices.

4. Employee Recognition

Employees who make a significant contribution to the maintenance of a safe workplace, as determined by their supervisors, receive written acknowledgment that is maintained in the employees' personnel files.

5. Employee Training

Employees who are unaware of correct safety and health procedures are trained or retrained.

6. Employee Correction

Employees who fail to follow safe work practices and/or procedures, or who violate organizational rules or directives, are subject to disciplinary action, up to and including termination.

Supervisors discipline employees for safety violations in a manner considered appropriate by organizational management. A suggested pattern for normal discipline is as follows.

- a. First Offense - The employee is given verbal counseling.
- b. Second Offense - The employee is given a written warning. The documentation outlines the nature of the offense, what action the employee must take to correct the problem and warns the employee that another violation will result in suspension.
- c. Third Offense - The employee is given a one-day suspension with pay for considering whether s/he truly wants to be part of the organization.
  - 1) If the employee chooses to stay, s/he completes an action plan upon returning to work for correcting his/her behavior and for helping to maintain a positive safety culture.
  - 2) If the employee chooses to leave, the employee departs.
- d. Termination - When an employee is terminated, specific and documented communication as outlined above must have occurred.

Notwithstanding the above, the organization reserves the right to discipline in any fashion it deems appropriate, including the right to terminate immediately an employee for a safety violation.

## **Communication**

### **1. Two-Way Communication**

Management recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

### **2. The Organization's System of Communication**

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

- a. An orientation program is given to all new employees and includes a review of the *Injury & Illness Prevention Program* and a discussion of policies and procedures that the employee is expected to follow.
  - b. The organization has safety meetings where safety is freely and openly discussed by all present. Such meetings are held monthly and all employees are expected to attend and are encouraged to participate in discussion.
  - c. Written records of the safety and health issues discussed at the safety meetings shall be retained for at least one (1) year and are available to employees.
  - d. During safety meetings, the District shall designate a committee comprised of members of labor and management. This committee shall perform the following: (1) discuss results of periodic, scheduled worksite inspections, (2) review investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents, (3) review investigations of alleged hazardous conditions brought to the attention of any committee member, (4) . when determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions, (5) submit recommendations to assist in the evaluation of employee safety suggestions; and (6) upon request from Cal-OSHA, verify abatement action taken by the employer to abate citations issued by Cal-OSHA.
  - e. From time to time, written safety notifications are included with paychecks or are posted on organization bulletin boards.
  - f. Other methods of communicating pertinent to health and safety information are used as they are identified.
3. Safety Suggestions and Hazard Reporting
- a. All employees are encouraged to inform their supervisors, or other management personnel of any matter which they perceive to be a

workplace hazard, or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement.

This reporting can be done orally or preferably in writing. If done in writing, the notification may be given directly to the supervisor, the IIPP Administrator or other management personnel, or placed in a suggestion box.

- b. If an employee wishes to report anonymously, a hazard, safety suggestion, or other safety problem he or she can complete a *Safety Suggestion Form*, not filling in their name.
- c. *No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.*
- d. Management reviews all suggestions and hazard reports.
- e. If employees provide their names regarding the notification, they are informed of what is being done.
- f. The resolution will be communicated to employees in accordance with paragraph 2 under the subject of *Communications*.

## **Hazard Identification & Evaluation**

Inspection of the workplace is the primary tool used to identify unsafe conditions and practices. While we encourage all employees to continuously identify and correct hazards and poor safety practices, certain situations require formal evaluation and documentation.

### **1. Safety Inspections**

Internal safety inspections are conducted monthly in the following areas of the workplace: the District's maintenance shop and the District Office~~specify the locations of the inspections~~. Hazards found are corrected on the spot or recommendations are submitted for future corrections.

A member of management/supervision and at least one employee conduct the monthly tour. The goal is to have each employee have at least one opportunity per year to participate in a monthly inspection.

## 2. Additional Inspections

Inspections are also conducted in accordance with Cal-OSHA requirements:

- a. Whenever new substances, processes, procedures or equipment present a new safety or health hazard.
- b. Whenever ~~management/supervision~~SMPAD becomes aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.
- c. Whenever it is appropriate to conduct an unannounced inspection.

## **Injury/Illness Investigation**

### 1. Investigation

All accidents resulting in injury, illness/exposure, or property damage, however slight, including "near-hits," are investigated to determine the primary and contributing causes within seven working days of the initial report. This information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility to see that this investigation is performed rests with the IIPP Administrator.

Following an occupational illness or injury, the Administrator shall, in collaboration with the applicable managers or supervisors, ~~shall~~ initiate the following procedures for investigation:

- a. Interviewing the injured workers and witnesses;
- b. Examining the workplace for factors associated with accident/illness;
- c. Determining the cause of the accident/illness;

- d. Taking corrective action to prevent the accident/illness from reoccurring; and
- e. Recording the findings and actions.

## 2. Reporting

All facts, findings, and recommendations are documented on an accident investigation report. Management reviews accident investigation reports with a view towards determining adequacy of corrective action.

## 3. Reporting to Cal-OSHA

The following incidents are reported orally, in person or by telephone, to the closest Area office of Cal-OSHA within 8 hours of occurrence:

- a. Fatalities
- b. In-patient hospitalization of three or more employees

The following information must be given:

- |   |                                    |
|---|------------------------------------|
| *Establishment name                             | *Contact person                    |
| *Location of incident                           | *Phone number                      |
| *Time of the incident                           | *Brief description of the incident |
| *Number of fatalities or hospitalized employees |                                    |

## 4. Reporting to the Director of Industrial Relations

The District shall file with the Department of Industrial Relations (“DIR”) a complete report of every occupational injury or illness that results in abnormal condition or disorder caused by exposure to environmental factors associated with employment. This includes acute and chronic illnesses or diseases, which may be caused by inhalation, absorption, or ingestion that results in lost time beyond the date of the injury or illness resulting, or which requires medical treatment beyond first aid.

## **Correction of Hazards**

When a hazard exists, it is corrected on a timely basis based on the severity of the hazard.

If imminent danger exists to any employees, management and supervision remove these employees from the danger at once, and personnel who are provided with the necessary safeguards and training correct the hazard.

The correction process is based upon information obtained from employees, inspections, and investigations.

## **Training**

### **1. Orientation - New Employees**

The IIPP Administrator or the Human Resources Manager conducts the initial orientation on general safety. Employees sign for all materials that are distributed. The orientation includes a review of:

#### **a. The Injury & Illness Prevention Program (IIPP)**

All new hires are given a copy of the IIPP and those rules and regulations (Code of Safe Practices) that apply to their work environment.

#### **b. Emergency Action Plan (if applicable)**

All new employees are given a copy of those aspects of the Emergency Action Plan that pertain to them.

#### **c. Fire Prevention Plan (if applicable)**

All new employees are given a copy of those aspects of the Fire Prevention Plan that pertain to them.

#### **d. Hazard Communication Program (if applicable)**

During general employee safety orientation, employees are provided with information about their “right-to-know” about hazardous substances in their work environment.



e. Specific accident prevention tips on the most common types of employee injuries:

- 1) Back injury control
- 2) Slips, trips and fall prevention
- 3) Cut prevention
- 4) Driving safety

## 2. Initial On-The-Job Training

When an employee first starts to work, a manager/supervisor trains the employee in all aspects of safety for the purpose of educating the new employee on the hazards of the work environment and the required safety procedures that mitigate those hazards.

The manager/supervisor conducts this training and documents it by using the "New Employee Training Check List." The manager/supervisor and the employee sign the Checklist when the training is completed. The Checklist then becomes a permanent part of the employee's personnel file.

All employees receive training on general workplace safety and health practices that include, but are not limited to, the following:

- a. Implementation and maintenance of the IIP Program.
- b. Emergency action and fire prevention plan.
- c. Provisions for medical services and first aid including emergency procedures.
- d. Prevention of musculoskeletal disorders, including proper lifting techniques.
- e. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- f. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
- g. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
- h. Proper reporting of hazards and accidents to supervisors.

- i. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
- j. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

### 3. Specific Organization-Wide Training

Each of the following training programs are given as specifically directed below:

#### a. Emergency Action Plan

This training includes the organization's disaster preparedness structure and how the employee fits into the structure, i.e., what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency, and bomb threat. Refresher training is given annually.

#### b. First Aid, CPR, and Bloodborne Pathogen Training

Designated employees receive first aid, CPR, and/or bloodborne pathogen training in accordance with the American Red Cross and/or American Heart Association requirements.

#### c. Defensive Driver Training

All employees who may drive on organization business receive defensive driver training not less than every four years. Driving on organization business includes driving organization vehicles as well as personal vehicles on organization business. Additional safe driving subjects are covered in safety meetings on an as-needed basis.

#### 4. Retraining

Reasons for retraining include change of job assignment, change of operations or materials, observation of poor work habits, or update of training methods. Managers/supervisors/IIPP Administrator perform retraining:

- a. When an existing employee changes job functions.
- b. At least annually as a refresher program.

Such training includes general workplace safety, job-specific hazards, and/or hazardous materials, as applicable.

#### 5. Specialized Training

- a. Supervisors are trained in their responsibilities for the safety and health of their employees. Such training includes both safety management and technical subjects.

Supervisors are trained in the hazards and risks faced by the employees under their immediate direction if they are not already knowledgeable.

- b. Managers/supervisors/IIPP Administrator:

- 1) Determine safety-training needs
- 2) Implement new training programs.
- 3) Evaluate the effectiveness of these programs.

- c. In addition, training is provided whenever:

- 1) New substances, processes, procedures or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation.
- 2) Management, supervision, the IIPP Administrator become aware of a previously unrecognized hazard and there is a lack of skill or knowledge to deal with the hazard.

## **Recordkeeping**

The Santa Maria Public Airport District maintains records for the purpose of:

1. Tracking and evaluating the Organization's loss experience and loss exposures.
2. Tracking and evaluating the safety activities that have been accomplished.
3. Providing a documentation of the safety activities.

All documentation is maintained on site for two years after the year that the safety activity was completed. After that time, the Organization determines how long such records should be kept based upon the Organization's legal requirements including Federal, State, and local regulations.

## **Access**

All employees have the right to access the IIPP. The Santa Maria Public Airport District will provide access to the IIPP to employees as follows:

- 1) The Santa Maria Public Airport District has made and will continue to make the IIPP available and will provide access to employees by providing an employee a physical copy of the IIPP within five (5) business days of receiving the request for access from the employee.

Whenever an employee requests a copy of the IIPP, the Santa Maria Public Airport District shall provide the requesting employee a printed copy of the IIPP, unless the employee agrees to receive an electronic copy of the IIPP.

The Santa Maria Public Airport District will provide one (1) printed copy of the IIPP free of charge. If an employee requests additional copies of the IIPP within one (1) year of the previous request and the IIPP has not been updated with new information since the prior copy was provided, the Santa Maria Public Airport District may charge reasonable, non-discriminatory reproduction costs for the additional copies.

4)2) An employee can access the IIPP through the Santa Maria Public Airport District's [server or website], [provide link here], where the employee can review, print, and email the current version of the IIPP.

## **RESOLUTION 948**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING THE MODEL WORKPLACE VIOLENCE PREVENTION PLAN.**

**WHEREAS**, the District is required under the California Labor Code section 6401.9 to implement a Workplace Violence Prevention Policy; and

**WHEREAS**, Employers that fall within the scope of this law must establish, implement, and maintain an effective written Workplace Violence Prevention Plan; and

**WHEREAS**, it is in the District's best interest to adopt a Workplace Violence Prevention Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Santa Maria Public Airport District, that the Workplace Violence Prevention Plan attached hereto as Exhibit "A" is hereby adopted as the Santa Maria Public Airport District Workplace Violence Prevention Plan, to govern the employment of all employees of the Santa Maria Public Airport District.

**PASSED AND ADOPTED** at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held June 26, 2025, on Motion of Seconded by and carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Ignacio Moreno, President

---

Steve Brown, Secretary

## **I. PURPOSE**

The purpose of the Santa Maria Public Airport District's ("District") Workplace Violence Prevention Plan ("Plan" or "WVPP") is to establish, implement, and maintain an effective workplace violence prevention plan as required under Labor Code sections 6401.7 and 6401.9.

Specifically, this Plan contains procedures to address the following statutory requirements:

- 1) Record information in a Violent Incident Log for every incident of Workplace Violence, as defined below.
- 2) Provide effective training to employees on the legal requirements related to the prevention of workplace violence, including but not limited to the District's WVPP.
- 3) Maintain records of the following: (a) Workplace Violence hazards, (b) District employee trainings, (c) Violent Incident Logs, and (d) the investigation of any incident of Workplace Violence.
- 4) Ensure certain records are made available to the Division of Occupational Safety and Health ("Division" or "DOSH"), employees, and any authorized employee representatives.

## **II. COVERAGE**

### ***a. Workplaces***

The WVPP shall apply to all District workplaces, except as set forth below:

- 1) A workplace an employee has chosen to telework from that is not under District control.
- 2) A workplace where fewer than ten (10) employees work at any given time and that is not accessible to the public.

### ***b. Employees***

The WVPP applies to all District employees, unless an employee is expressly exempted.

The following employees are exempt from coverage under the WVPP:

- 1) An employee who is teleworking from a location of the employee's choice, which is not under the control of the District.
- 2) An employee who is working at a workplace where fewer than ten (10) employees work at any given time and that is not accessible to the public.

## **III. EFFECTIVE DATE**

The effective date of this Plan is July 1, 2024. The Plan shall continue in full force and effect until

repealed or rescinded.

#### **IV. DEFINITIONS**

For the purposes of the WVPP, the following definitions apply:

- “Access” means the right and opportunity to examine and receive a copy of the WVPP.
- “Designated Representative” means any individual or organization to whom an employee gives Written Authorization to exercise a right of Access.
- “Emergency” or “Emergencies” means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.
- “Engineering Controls” mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.
- “Serious Injury or Illness” means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.
- “Threat of Violence” means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.
- “Workplace Violence” means any act of violence or Threat of Violence that occurs in the District’s covered workplace. Workplace Violence does not include lawful acts of self-defense or defense of others. Workplace Violence includes but is not limited to the following:
  1. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
  2. An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
  3. The following four (4) types of Workplace Violence:
    - “Type 1 violence” means Workplace Violence committed by a person who has no legitimate business at the workplace and includes violent acts by



anyone who enters the workplace or approaches workers with the intent to commit a crime.

- “Type 2 violence” means Workplace Violence directed at employees by customers, clients, patients, students, inmates, or visitors.
  - “Type 3 violence” means Workplace Violence against an employee by a present or former employee, supervisor, or manager.
  - Type 4 violence” means Workplace Violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.
- “Workplace Violence Prevention Committee” (“Committee”) means the group of employees who assess District’s Workplace Violence hazards and support in the implementation of the WVPP.
  - “Workplace Violence Prevention Coordinator” (“Coordinator”) means the individual who is responsible for implementing the WVPP.
  - “Work Practice Controls” means procedures and rules, which are used to effectively reduce Workplace Violence hazards.
  - “Written Authorization” means a request provided to the District containing the following information:
    - 1) The name and signature of the employee authorizing a representative of the employee to access the WVPP on the employee’s behalf;
    - 2) The date of the request;
    - 3) The name of the designated representative (individual or organization) authorized to receive the WVPP on the employee’s behalf; and
    - 4) The date upon which the Written Authorization will expire, if less than one (1) year.
  - “WVPP” or “Plan” means the Workplace Violence Prevention Plan.
  - “Violent Incident Log” or “Log” means the violent incident log required by this WVPP.

## **V. THE PLAN**

### ***a. Access***

The District makes the WVPP available and accessible to employees, Designated Representatives, and representatives of the DOSH at all times.

The District will provide Access to the WVPP to employees as follows:

- 1) The District has made and will continue to make the WVPP available and will provide Access to employees by providing an employee a physical copy of the WVPP within five (5) business days of receiving the request for Access from the employee. The District shall provide the requesting employee a printed copy of the WVPP, unless the employee agrees to receive an electronic copy of the WVPP. The District will provide one (1) printed copy of the WVPP free of charge. If an employee requests additional copies of the WVPP within one (1) year of the previous request and the WVPP has not been updated with new information since the prior copy was provided, the District may charge reasonable copy costs for the additional copies.
- 2) An employee can Access the WVPP at the District's office, where the employee can review, print, and email the current version of the WVPP.

The District will make the WVPP available and provide Access to Designated Representatives only after the employee provides Written Authorization to the District, unless otherwise stated.

The District will make the WVPP available to DOSH representatives upon request.

### ***b. Workplace Violence Prevention Coordinator***

The individual(s) identified below shall serve as the District's Workplace Violence Prevention Coordinator ("Coordinator") and is authorized to and responsible for implementing the WVPP:

<b>("Title")</b>	<b>Job Title/Position</b>	<b>Contact Information</b>	<b>WVPP</b>
	<b>General Manager</b>		

Specifically, the Coordinator will be responsible for the following:

- 1) Serve as the Chair of the District's Workplace Violence Prevention Committee ("Committee");
- 2) Establish and coordinate Work Practice Controls;
- 3) Establish and coordinate Engineering Controls;

- 4) Respond to reports of Workplace Violence incidents and Workplace Violence hazards, including investigating incidents of Workplace Violence and Workplace Violence hazards.

*c. The Workplace Violence Committee*

The District established a Committee to assess the District's Workplace Violence hazards and determine preventative actions to be taken.

The Committee shall be comprised of the Coordinator and the following individuals: **Manager of Operations and Maintenance.**

The Committee shall undertake the following:

- 1) Meet regularly, but not less than quarterly;
- 2) Prepare and make available to any affected employees, the records of the workplace violence issues discussed at the Committee meetings and maintained for review by DOSH upon request;
- 3) Review the results of the District's periodic, scheduled workplace inspections;
- 4) Review investigations of Workplace Violence and their causes, and where appropriate, submit suggestions to the District's management for the prevention of future incidents;
- 5) Review investigations of alleged Workplace Violence hazards brought to the attention of any Committee member. When determined necessary by the Committee, the Committee may conduct its own inspection and investigation to assist in remedial solution(s);
- 6) Submit recommendations to assist in the evaluation of employee safety suggestions;
- 7) Upon request from the DOSH, verify abatement action taken by the District to abate citations issued by the DOSH;
- 8) Provide updates to the WVPP;
- 9) Prepare and implement Workplace Violence training subsequent to the initial training; and
- 10) At minimum, review the WVPP under the following circumstances: (a) once annually; (b) when a deficiency is observed or becomes apparent; and (c) after a Workplace Violence incident.

*d. Involvement of Employees – Correcting Workplace Hazards*

The District encourages the active involvement of employees in identifying, evaluating, and correcting Workplace Violence hazards through and by the following means:

- 1) Regular meetings of the Committee;
- 2) Schedule general employee meetings at which Workplace Violence hazards are freely and openly discussed by those present;
- 3) Survey employees regarding the identification, evaluation, and correction of any Workplace Violence hazards;
- 4) Provide a means by which employees may provide anonymous feedback regarding the identification, evaluation, and correction of any Workplace Violence hazards; and
- 5) Provide a means by which employees may report potential Workplace Violence hazards that the District will evaluate and, if necessary, correct.

***e. Involvement of Employees -- Designing and Implementing Training***

The District encourages the active involvement of employees in designing and implementing training through and by the following means:

- 1) Regular meetings of the Committee;
- 2) Provide opportunities for employees to identify the daily activities they believe put them at most risk for Workplace Violence and address those activities within the training;
- 3) Authorize sufficient time and resources to facilitate employee participation, including holding trainings during regular working hours; and
- 4) Establish surveys to evaluate the effectiveness of the training. The District's shall adapt the training based on the results of these evaluations.

***f. Involvement of Employees – Reporting and Investigating Workplace Violence Incidents***

The District encourages the active involvement of employees in reporting and investigating Workplace Violence incidents through and by the following means:

- 1) Regular meetings of the Committee;
- 2) Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other Workplace Violence concern in which there is an immediate threat to the employee's safety or the safety of others or where a Serious Injury or Illness has occurred to immediately report the incident to law enforcement, security, and/or emergency medical services;
- 3) Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other Workplace Violence concern to immediately report the facts and

circumstances of the violent incident, threat, or other Workplace Violence concern to their supervisor, the Coordinator or the District's Human Resources Department.;

- 4) Encourage any employee who experiences, witnesses, or becomes aware of a violent incident, threat, or other Workplace Violence concern to participate in the investigation of the violent incident, threat, or other Workplace Violence concern;
- 5) Implement procedures to ensure that employees are not retaliated against for reporting or participating in investigations of Workplace Violence incidents;
- 6) Allocate adequate resources and training for employees to appropriately recognize Workplace Violence concerns;
- 7) Provide coverage, if necessary, so employees can immediately report a concern of Workplace Violence during their regularly scheduled work hours and participate in investigations; and
- 8) Recognize and reward employees who report violent incidents, threat, or other Workplace Violence concerns.

***g. Coordination with Other Employers***

If and when applicable, the District shall coordinate the implementation of the Plan with other employers in order to ensure that those employers and employees understand their respective roles, as provided in the Plan. Specifically, the District will coordinate with other employers to ensure that all employees within the workplace are trained on Workplace Violence prevention and all Workplace Violence incidents involving any employee are reported, investigated, and recorded.

***h. Compliance***

The District will ensure compliance with the Plan through and by the measures discussed in this section.

All employees should be familiar with the WVPP and its requirements.

All employees are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting the District to maintain a safe and secure work environment.

All employees are required to know, understand, and adhere to the safety rules that apply to their workplace and the work they perform.

Managers and supervisors are responsible for implementing and maintaining the WVPP in their respective work areas and for ensuring that all employees adhere to the safety rules that apply in these work areas.

Managers and supervisors should answer questions that employees may have about the Plan and its requirements, be able to direct employees to the Coordinator, or provide resources for

employees to use that will answer their questions.

***i. Communicating to Employees about Workplace Violence***

The District will communicate to employees about reporting and investigating Workplace Violence incidents.

The District's procedures for communicating to employees regarding Workplace Violence incidents include the following:

- 1) Reporting on violent incidents, threats, or other violent Workplace Violence concerns;
- 2) Informing affected employees of the general results of any investigation into Workplace Violence incidents, while protecting the privacy of affected and/or involved employees;
- 3) Informing affected employees of the corrective actions taken in response to the Workplace Violence incident, while protecting the privacy of affected and/or involved employees; and
- 4) Communicating to employees about the prohibition on retaliating against employees who participate in the investigation of Workplace Violence incidents.

***j. Reporting Violent Incidents***

An employee may report a Workplace Violence incident through any of the following means:

- 1) Reporting the incident to any manager or supervisor verbally or in writing;
- 2) Reporting the incident to the Coordinator or other Committee member;
- 3) Reporting the incident to a Designated Representative, who will facilitate a report to the District. The District will respond to the report after it receives the report from the Designated Representative;
- 4) Reporting by completing and submitting a physical or electronic form to [Department of Human Resources/Other Appropriate Human Resources Position].

***k. Acceptance of and Response to Reports of Workplace Violence***

The District shall accept and respond to all reports of Workplace Violence. Immediately following a report of Workplace Violence, the District shall immediately respond by providing first aid and emergency care to the injured employee(s) and by taking any measures necessary to prevent other employees from being injured. The District will ensure that any injured employees receive prompt medical evaluation and treatment and that injured employees are provided transportation to receive medical care, if such care is not provided on site.

The District will immediately report to DOSH any Serious Injury or Illness or death of an employee that is attributable to Workplace Violence.

The District shall not take adverse action against any employee who reports Workplace Violence or who participates in any investigation of Workplace Violence based on such conduct. The District shall not take adverse action against any employee who takes time off from work in order to seek a Temporary Restraining Order (“TRO”) or to obtain other assistance to help safeguard the “health, safety, or welfare” of the employee or their child based on such conduct. An employee may use paid sick leave pursuant to the District’s policies. to take time off from work for these purposes.

An employee shall provide the District reasonable and advance notice of their intention to take time off from work for either of these purposes if feasible. If advance notice is not feasible, employees must provide a certification to the employer within a reasonable time after the absence.

*l. Temporary Restraining Orders*

When an employee has suffered unlawful violence or a credible Threat of Violence from any individual, which may reasonably be carried out at any of the District’s workplaces, the District may attempt to obtain a TRO on behalf of the employee.

*m. Investigation of Workplace Violence*

The District shall respond to reports of Workplace Violence or a Threat of Violence by promptly initiating an investigation, as applicable. The District’s investigation of Workplace Violence or a Threat of Violence may include, but not necessarily be limited to, the following steps or measures, as applicable:

- 1) Visiting the scene of an incident as soon as safe and practicable;
- 2) Collection of facts on who, what, when, where, and how the incident occurred;
- 3) Collection of statements from involved parties, such as employees, witnesses, law enforcement, and/or security personnel;
- 4) Reviewing security footage of existing security cameras if applicable;
- 5) Collection of photographic or video evidence of damage or injuries, where appropriate;
- 6) Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator;
- 7) Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes;
- 8) Obtaining any reports completed by law enforcement;

- 9) Assessment of any Threat of Violence, identifying the following, as applicable and to the extent the information is known by the District:
  - a) The exact nature and context of the threat and/or threatening behavior;
  - b) The identified target;
  - c) The person's apparent motivation;
  - d) The person's ability to carry out the threat; and
  - e) The person's background, including work history, criminal record, mental health history, and past behavior on the job.

Following an investigation, the District may take the following measures, as applicable:

- 1) Notify the affected employees of the general results of the investigation, while protecting the privacy of affected and/or involved employees;
- 2) Collaborate with the Committee to recommend corrective action;
- 3) Implement changes in Engineering Controls, procedures, or policies, if appropriate; and/or
- 4) Establish updated Work Practice Controls, if necessary.

The District shall retain records of Workplace Violence incident investigations for a minimum of five (5) years.

***n. Documentation in Violent Incident Log***

All Workplace Violence incidents shall be subsequently reported in the Violent Incident Log. Information that is recorded in the Log for each incident shall be based on information solicited from the employees who experienced the Workplace Violence, on witness statements, and on investigation findings. The District shall omit from the Log any element of personal identifying information that would be sufficient to allow identification of any person involved in a Workplace Violence incident.

The information recorded in the Log shall include all of the following:

1. The date, time, and location of the incident;
2. The Workplace Violence type or types (*e.g.*, Type 1, Type 2, Type 3, or Type 4);
3. A detailed description of the incident;



4. A classification of who committed the Workplace Violence, including whether the perpetrator was (i.e. client, family member, friend, coworker, spouse, etc.)
5. A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, rushed, isolated, unable to get help, working at new location, etc.
6. A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area;
7. The type of incident, including, but not limited to, whether it involved any of the following: (a) Physical attack without a weapon, (b) Attack with a weapon or object, (c) Threat of physical force or threat of the use of a weapon or other object; (d) Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact; (e) Animal attack; or (d) Other;
8. Consequences of the incident, including, but not limited to whether security or law enforcement was contacted and their response and actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident;
9. Information about the person completing the Log, including their name, job title, and the date completed.

***o. Prohibition on Retaliation***

The District admonishes managers and supervisors not to retaliate against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the investigation of such incidents or hazards. The District trains all employees that retaliation against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the investigation of such incidents or hazards is expressly prohibited and that there are consequences, such as discipline, for retaliation against such employees.

***p. Identification, Evaluation, and Correction of Workplace Violence Hazards***

The District shall undertake all necessary actions to identify, evaluate, and correct Workplace Violence hazards.

The District shall conduct inspections of its workplace(s) to identify Workplace Violence hazards when the WVPP is first established, after each Workplace Violence incident, whenever the District is made aware of a new or previously unrecognized hazard; and every year. Periodic inspections to identify and evaluate Workplace Violence and hazards will be performed. Inspections for Workplace Violence hazards may include assessing factors specific to the District's workplace, such as the following:

- 1) The exterior and interior of the workplace for its attractiveness to robbers;
- 2) The need for violence surveillance measures, such as mirrors and cameras;
- 3) Procedures for reporting suspicious persons or activities;
- 4) Effective location and functioning of emergency buttons and alarms;
- 5) Posting of emergency telephone numbers for law enforcement, fire, and medical services;
- 6) Whether employees have access to a telephone with an outside line;
- 7) Whether employees have effective escape routes from the workplace;
- 8) Whether employees have a designated safe area where they can go to in an emergency;
- 9) Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems;
- 10) Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of the District;
- 11) Employees' skill in safely handling threatening or hostile service recipients;
- 12) Effectiveness of systems and procedures that warn others of actual or potential Workplace Violence danger or that summon assistance, e.g., alarms or panic buttons;
- 13) The use of work practices such as the "buddy" system for specified emergency events;
- 14) The availability of employee escape routes;
- 15) How well the District's establishment's management and employees communicate with each other;
- 16) Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute;
- 17) Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees; and
- 18) Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace; and

After the identification and investigation of a Workplace Violence hazard and after a Workplace Violence Hazard inspection, the District will take appropriate steps to correct the hazard and prevent or control future or potential hazards by implementing the following measures:

- 1) **Substitution:** When possible, the District will correct a hazard by eliminating or substituting it with a safer Work Practice Control (“Substitution”).
- 2) **Removal of Employees:** In the event that a Workplace Violence hazard exists that cannot be immediately corrected without endangering employees or property, the District will remove all employees from the work site except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection in order to protect them from the hazard.
- 3) **Replacement of Equipment:** If a piece of equipment is hazardous, the District will remove it from service and identify it as defective.
- 4) **Engineering Controls:** The District will apply physical changes to either remove the hazard from the workplace or create a barrier between employees and the hazard. Based on the nature of the hazard and the needs of the workplace, Engineering Control strategies may include the following: (a) using physical barriers (such as enclosures or guards) or door locks to reduce employee exposure to the hazard; (b) metal detectors; (c) panic buttons; (d) improved or additional lighting; and (e) more accessible exits (where appropriate).
- 5) **Work Practice Controls:** The District will adjust Work Practice Controls if Substitution or Engineering Controls are impossible or inappropriate. Additional Work Practice Controls may be necessary in addition to Substitution and Engineering Controls to prevent future Workplace Violence hazards. Work Practice Control strategies may include the following: (a) hiring security guards and having them patrol the workplace interior and perimeter; (b) ensuring employees have access to a telephone with an outside line; posting emergency telephone numbers in the workplace for law enforcement, fire, and medical services; (c) improved or altered communication measures; (d) improved or altered policies of prohibited practices (such as a weapons ban or limitation of the amount of cash on hand); and a “buddy system” for specified Emergency events; (d) adding security cameras or mirrors.
- 6) **Training:** The District will educate employees about the identified hazard in subsequent WVPP training.
- 7) **Collaborate with the Committee:** The District will collaborate with the Committee on other ways to correct the hazard.
- 8) **Notice to Affected Employees:** The District will notify affected employees in writing of the corrective measures the District implemented to address the Workplace Violence hazard.

The District will document the identification, investigation, and correction of Workplace Violence hazards and maintain such records for at least five (5) years following the identification, investigation, and correction of such hazards.

The District shall record information in the Violent Incident Log for each Workplace Violence

incident. Information that is recorded in the Log for each incident shall be based on information solicited from the employee(s) who experienced the Workplace Violence, on witness statements, and on investigation findings. The Log is attached to this WVPP.

The District will document all work-related injuries or illness caused by Workplace Violence that resulted in death, loss of consciousness, days away from work, restricted work activity or job transfer, or medical treatment beyond first aid to DOSH.

***q. Responding to Workplace Violence Emergencies***

The District will use an emergency alerting system to alert employees of the presence, location, and nature of Workplace Violence Emergencies. Following a Workplace Violence Emergency, a notification through the alerting system will include information regarding the following:

- 1) The existence/presence of a Workplace Violence Emergency;
- 2) The location of a Workplace Violence Emergency;
- 3) The nature of the Workplace Violence Emergency; and
- 4) The appropriate response procedures for employees.

The District has developed the following evacuation and/or sheltering plan for each:

- 1) Evacuation Protocols: Employee should exit through the nearest door and proceed to the Terminal Building to contact the LEO.
- 2) Sheltering Protocols: Employee shall shelter in place avoiding windows and doors.
- 3)

In a Workplace Violence Emergency, employees can obtain help from any manager or supervisor, the Coordinator, any Committee member, or, if applicable, from security or law enforcement. Employees should promptly call 911 in the event of a Workplace Violence Emergency.

***r. Training***

The District shall provide training when the Plan is first established and when new employees are hired. The District shall ensure annual training thereafter.

The District shall provide training on all of the following subjects:

- 1) The District's Plan, how to obtain a copy of the District's Plan at no cost, and how to participate in the development and implementation of the District's Plan;
- 2) Definitions and requirements of the Plan;

- 3) How to report Workplace Violence incidents or concerns to the District or law enforcement without fear of reprisal;
- 4) Workplace Violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm; and
- 5) The District's Violent Incident Log, and how to obtain copies of records related to Workplace Violence.

The training shall include an opportunity for interactive questions and answers with a person knowledgeable about the District's Plan.

The District shall provide additional training when a new or previously unrecognized Workplace Violence hazard has been identified and when changes are made to the Plan.

## **VI. RECORDKEEPING**

The District shall maintain the following types of records for the following periods:

<b>Type of Record</b>	<b>Maintenance Period</b>
Records of Workplace Violence hazard identification, evaluation, and correction	Minimum of five (5) years
Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions	Minimum of one (1) year
Violent Incident Logs	Minimum of five (5) years
Records of Workplace Violence incident investigations. These records must not contain medical information.	Minimum of five (5) years

The District shall ensure that records of Workplace Violence Incident Investigations do not contain any medical information including any information in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

The District shall make all records required by this WVPP available to DOSH upon request for purposes of examination and copying.

The District shall make the following records available to employees and their Designated

Representatives, upon request and without cost, for examination and copying within fifteen (15) calendar days of a request:

- 1) Records of Workplace Violence hazard identification, evaluation, and correction;
- 2) Training records; and
- 3) Violent Incident Logs.

Found on  
ETRACKIT



CITY OF SANTA MARIA  
RECREATION & PARKS DEPARTMENT

615 S. McCLELLAND ST. • SANTA MARIA, CALIFORNIA 93454-5154 • 805-925-0951, EXT. 260 • FAX 805-925-4508

March 19<sup>th</sup>, 2025

Santa Mara Public Airport District  
3217 Terminal Dr.  
Santa Maria, Ca 93455

**RE: PLANES OF FAME, & SANTA MARIA AIRPORT BUSINESS PARK AND  
SELF-STORAGE, PD2022-0017 & PD2023-0017, 3335 CORSAIR CIRCLE, SANTA  
MARIA, CA 93458**

As a condition of approval of your project Planes of Fame & Santa Maria Airport Business Park and Self Storage, PD2022-0017 & PD2023-0017 the real property owners are required to join the Southwest quadrant of the City's Landscape Maintenance District.

The District provides for the perpetual maintenance of public improvements within the District boundaries under the authority of City Council Resolution # 2024-83. The cost of maintenance is distributed equally among all assessed properties and is collected annually with property taxes. No assessments will be collected for your property until the next fiscal year, July 1, 2025.

In order to satisfy this condition of including the property in the Southwest Landscape Maintenance District and to avoid inconvenience to the owners, it is necessary that all of the property owners sign the enclosed Petition Requesting Annexation. It is also necessary to have this form notarized. Because this is City business, you can bring this form into the City Clerk's Office, located at 110 East Cook Street, and your form will be notarized at no charge.

The signed and notarized petition is due at time of permit issuance. For your convenience, the petition can be returned to the Recreation and Parks Department at 615 South McClelland Street, Santa Maria, CA 93454.

Thank you for your prompt attention to this matter. If you have any questions concerning this matter, I can be reached at (805) 925-0951, extension 2346.

Sincerely,

**SCOTT CHRISTIAN  
SPECIAL DISTRICTS SUPERVISOR**

**PETITION REQUESTING ANNEXATION INTO  
CITY OF SANTA MARIA SOUTHWEST  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

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**Summary Proceedings to Establish Annexation  
Following 100% Property Owner Petition**

**WHEREAS**, on May 2, 1989, the City Council of City adopted Resolution No. 89-50 confirming the creation of the **Southwest Landscape Maintenance** District (hereinafter "Assessment District") based upon the approved Engineer's Report; and

**WHEREAS**, the undersigned owner(s) of the real property located in the City of Santa Maria, County of Santa Barbara, State of California commonly known as Assessor Parcel Number (hereinafter "APN") **111-231-011** has applied to City of Santa Maria (hereinafter "City") for approval of the project known as **Planes of Fame, & Santa Maria Airport Business Park and Self-Storage** (hereinafter "Project Property") and located in the Assessment District as described in the Attachment "A" attached hereto and by this reference incorporated herein; and

**WHEREAS**, a Planned Development PD2022-0017 & PD2023-0017 was granted, approving the Project Property. The Planned Development Permit(s) imposed a condition requiring the owner(s) of the Project Property to be annexed into the Assessment District by completing a Petition Requesting Annexation into City of Santa Maria Landscape and Lighting Assessment District (hereinafter "Petition") for the maintenance of certain common landscaping; and

**WHEREAS**, the undersigned owner(s) hereby request(s) the City Council of the City to annex the Project Property into the Assessment District to provide a means for funding the annual cost of maintaining certain public improvements which are of special benefit to the Project Property, and each and every parcel or lot within the Assessment District; and

**WHEREAS**, on June 04<sup>th</sup>, 2024, the City Council of City adopted Resolution No. 2024-83 authorizing the levying of the assessments for fiscal year 2024-2025 for the Assessment District based upon a revised Engineer's Report adopted by said resolution; and

**WHEREAS**, such annexation into Assessment District would result in an annual assessment being levied against the Project Property in an amount sufficient to fund the maintenance of such public improvements; and

**WHEREAS**, the undersigned owner(s) agree(s) to the imposition of assessments for the Project Property, and its inclusion in, the Assessment District as hereinafter provided; and



**WHEREAS**, the undersigned owner(s) waive(s) the right to have the annexation initiated, conducted, and completed pursuant to the procedures set forth in Streets & Highways Code Sections 22585 et seq. and/or Section 4 of Article XII of the California Constitution for the formation of assessment districts; and specifically waive(s) its/their right for the resolutions, report, notices of hearing, and right of majority protest provided for in said procedures.

**NOW, THEREFORE**, by this Petition, the undersigned owner(s) request(s) the City Council of the City to annex the Project Property into an Assessment District for the purpose of levying an annual assessment against the Property and each lot or parcel therein in the amount, for that purpose, and subject to the terms and conditions set forth herein.

1. Purpose of the Annual Assessment. The annual assessment to be levied against the Project Property and each lot or parcel to be created therein shall be used exclusively for the purpose of funding the annual costs of maintaining public improvements described hereto in the Attachment "B" (hereinafter "Description of Work"). The undersigned owner(s) agree(s) that such public improvements, and the operation and maintenance of the same, are of special benefit to the Project Property and each lot or parcel to be created therein. The undersigned owner(s) acknowledge(s) that said Description of Work is part of the Engineer's Report attached to the above-referenced Resolution No. 2024-83 and is hereby incorporated herein by this reference.
2. Amount of the Annual Assessment. The annual assessment to be levied against the Project Property to fund operation and maintenance of the Description of Work shall initially be the current Commercial Assessment District amount of \$550.50 PER APN OR TENANT SPACE. Such annual assessment shall be levied against the Project Property during each City fiscal year that the Assessment District remains in effect, effective immediately. The undersigned owner(s) agree(s) that the amount of the annual assessment set forth does not exceed the cost of operating and maintaining the Description of Work.
3. CPI Adjustment in the Amount of the Annual Assessment. Commencing with the first City fiscal year in which an assessment is levied against the Project Property to fund operation and maintenance of the Assessment District improvements, and in each fiscal year thereafter that the Assessment District remains in effect, the annual assessment to be levied against the Project Property shall be increased in an amount necessary to reflect the increase in the cost of operating and maintaining the Assessment District Improvements due to inflation. The determination of whether there has been an increase in the cost of operating and maintaining the Assessment District improvements and the amount of the increase in the annual assessment, which is proportional to the increase in such costs, shall be based exclusively on the percentage increase in the consumer price index published by the Federal Bureau of Labor Statistics for all Urban Consumers – U.S. Cities Average (all items) or any other measure employed by the Federal Bureau of Labor Statistics in lieu of such consumer price index that measures the cost of living in U.S. cities. The undersigned owner(s) agree(s) that the foregoing

consumer price index most accurately reflects the likely annual increase in the cost of operating and maintaining the Assessment District improvements due to inflationary factors.

4. Credits against the Annual Assessment. If, in any fiscal year in which an assessment is levied against the Project Property to operate and maintain the Description of Work, the amount of such assessment is greater than the actual cost of operating and maintaining the Description of Work, the difference between the assessment and the actual cost of operating and maintaining the Description of Work shall be credited against the assessment levied against the Project Property during the next succeeding fiscal year. As a result, the assessment levied against the Project Property during such next succeeding fiscal year will be reduced during that fiscal year, and that fiscal year only, by an amount equal to the amount of such credit.
5. Apportionment of Annual Assessments among Subdivision Lots, Parcels or Tenant Spaces. At such time as the Project Property is subdivided into lots, parcels and/or tenant spaces by reason of recordation of a final subdivision map or final parcel map, the assessment to be levied against the lots, parcels and/or tenant spaces shall be apportioned among the resulting lots, tenant spaces or parcels in accordance with the Engineer's Report for the fiscal year in which the lots, parcels and/or tenant spaces were subdivided and recorded by a final subdivision map or final parcel map. The undersigned owner(s) agree(s) that the net amount assessed in the Engineer's Report fairly distributes the net amount among all assessable lots, parcels and/or tenant spaces in proportion to the estimated benefits received by each such lot, parcel, and/or tenant space from the improvements described in Attachment B. The amount of the assessments shall be in accordance with the original Resolution (89-50) which provided for annual increases based upon the consumer price index referenced in paragraph 4 above.
6. Duration of the Annual Assessment. The annual assessment to be levied against the Project Property and each lot, tenant space, or parcel created therein to operate and maintain the Description of Work shall commence immediately and shall continue thereafter until such time as the City Council shall determine to abolish the Assessment District.
7. Waiver of Notice and Assessment District Protest Hearing. For purposes of annexation, under this Petition, and for no other purpose, the undersigned owner(s) hereby agree(s) to waive and forego the protest hearing (and notice of the date, time, and place of any protest hearing) on the Assessment District or the annexation of the Project Property into Assessment District, including, but not limited to, any such hearing or notice provided for by provisions of Streets & Highways Code Sections 22585 et seq., Government Code Sections 53750 et seq. and/or Section 4 of Article XIII C of the California Constitution.
8. Ballot in Favor of Assessment District. The undersigned owner(s) execute(s) this Petition both as the Petition for annexation into Assessment District, and as the ballot in favor of such Assessment District. In addition, the undersigned owner(s) hereby authorize(s) the Chief Deputy City Clerk to file this Petition as the

undersigned owner'(s') ballot in favor of the Assessment District and the annexation of the Project Property into Assessment District by recording a City Council resolution with the undersigned owner'(s') Petition attached thereto accepting said Petition of annexation into the Assessment District.

9. Proposition 218. The Project Property is/are subject to the provisions of Proposition 218.
10. Termination of Landscape Maintenance District. In the event the Assessment District operations cease through legislative or legal action, the undersigned owner(s) shall cooperate with the City to establish another funding mechanism to provide the landscaping maintenance contemplated by this Petition. In the event the undersigned owner(s) and City cannot establish such a mechanism as a result of legislative or legal action, the properties that front on the landscaping to be maintained shall be responsible for said maintenance at their sole cost and expense.

**IN WITNESS WHEREOF**, the undersigned owner(s) has/have executed this Petition at the City of Santa Maria, California, this \_\_\_\_day of \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SIGN BEFORE NOTARY PUBLIC)

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California** )  
 ) ss.  
**County of** \_\_\_\_\_ )

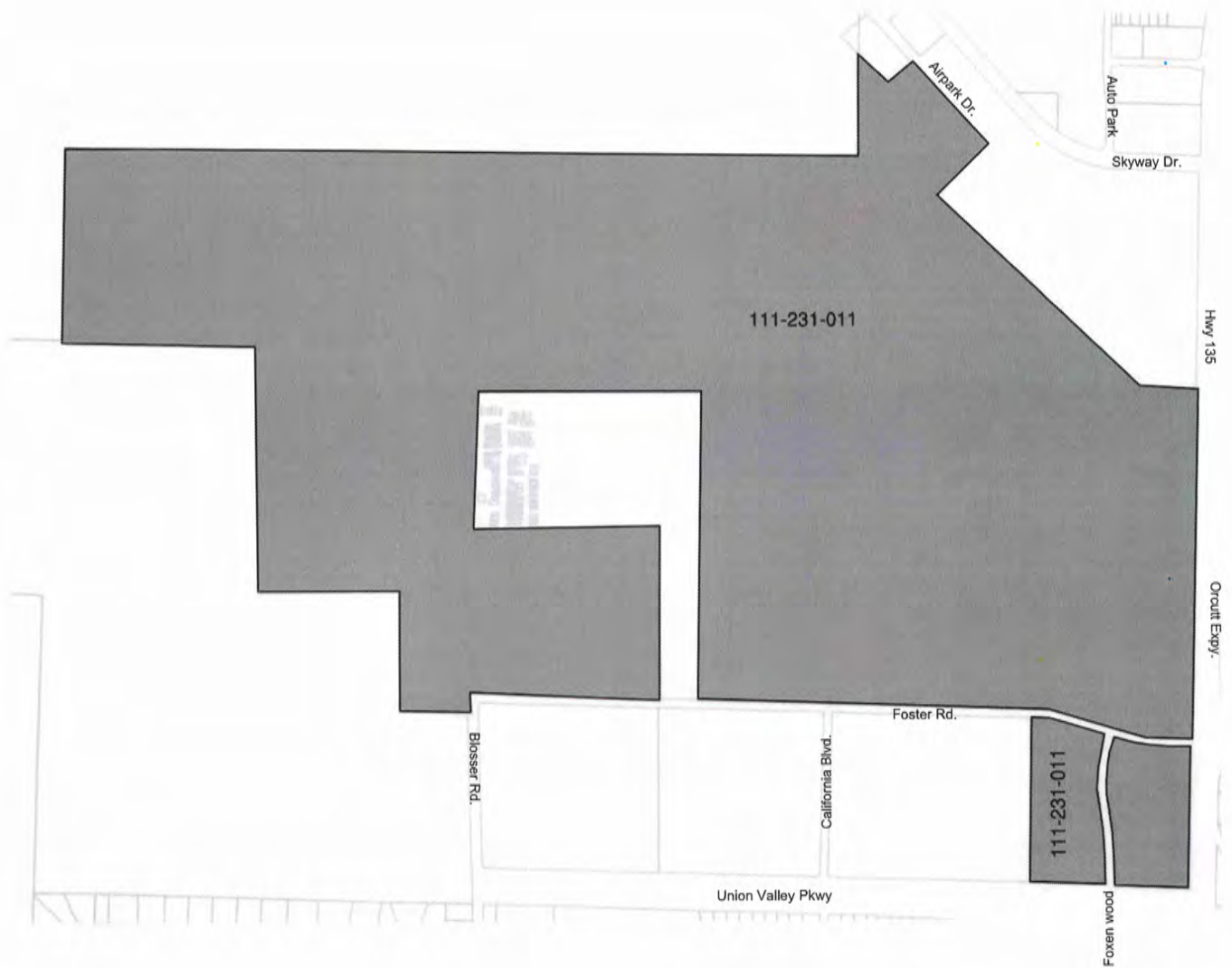
On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Here



ATTACHMENT A

**VICINITY MAP  
PLANES OF FAME & SANTA  
MARIA AIRPORT BUSINESS  
PARK AND SELF STORAGE  
PD2022-0017 & PD2023-0017  
APN 111-231-011  
\$550.50 PER APN OR TENANT SPACE**

## **FUNDING ANNUAL COST OF MAINTAINING PUBLIC IMPROVEMENTS**

The improvements to be maintained in this Assessment District include all medians, roundabouts, parkways and/or street trees in the public right-of-way of residential areas, landscaped storm water retardation basins within residential subdivisions, landscaped medians or roundabouts in the public right-of-way within commercial areas, easements, street trees and graffiti removal.

Landscape maintenance shall include, but not be limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, removal and replacement of dead growth, maintenance of irrigation facilities, and other necessary work. Reference is made to the plans and specifications currently on file at the City Engineer's office relating to the design, recommended materials and level of maintenance concerning the facilities to be maintained. The plans also show plant species, size and their locations.

ATTACHMENT B

**PLANES OF FAME & SANTA  
MARIA AIRPORT BUSINESS  
PARK AND SELF STORAGE  
PD2022-0017 & PD2023-0017**

	<b>Santa Maria Airport</b>	<b>Change Order No. 3</b>
	<b>US Customs Upgrades: Building and Site Civil</b>	<b>June 19, 2025</b>

<b>Owner:</b>	<b>Santa Maria Public Airport District</b> 3217 Terminal Drive, Santa Maria, CA 93455
<b>Contractor:</b>	<b>Newton Construction &amp; Management, Inc.</b> 2436 Broad Street, San Luis Obispo, CA 93401

<b>CONTRACT COST SUMMARY</b> Refer to the Description of Work for Details	
ITEM	AMOUNT
Original Contract Amount:	\$694,000.00
Net Cost Change By Previous Change Orders:	\$58,297.02
Contract Sum Prior to This Change Order:	\$752,297.02
Amount of Change <b>(Increase)</b> , This Change Order:	\$64,011.05
Net Contract Sum Including This Change Order:	\$816,308.07

<b>CONTRACT TIME SUMMARY</b>	
ITEM	
Original Contract Time ( <u>Calendar Days</u> ):	150
Net Contract Time Change By Previous Change Orders:	64
Contract Time Prior to This Change Order:	214
Amount of Contract Time Change <b>(Increase)</b> , This Change Order:	66
Net Contract Time Including This Change Order:	280
Day One:	June 24, 2024
Initial Contract Completion Date:	November 20, 2024
Stop Work Notice	October 24, 2024
123 days consumed as of February 12, 2025.	
Revised Contract Completion Date: (reflecting this & all previous Change Orders)	TBD (based on restart date)

	<b>Santa Maria Airport</b>	<b>Change Order No. 3</b>
	<b>US Customs Upgrades: Building and Site Civil</b>	<b>June 19, 2025</b>

## DESCRIPTION OF WORK

The Contract shall be amended in accordance with the following changes in scope of required work and payment therefor as follows:

ITEM	DESCRIPTION	Need verified and confirmed through site visit and contract review	REFERENCE	PRICE	TIME (working days)
3.01	Overhead expense reflective of delays related to absence of access control team member and including responses to RFI's requiring security input. <b>Third submission – pricing reflects on-site meeting with Board members.</b>	Yes	Proposed CE # 24 (attached)	\$30,868.38	46 days
3.02	Within the sally port, the contractor installed ballistic paneling up to the drop ceiling. After a site inspection, CBP identified the need to install mesh from the top of the ballistic paneling up to the top, hard, ceiling surface.	Yes	Proposed CE #14 (attached)	\$2,633.00	0 days
3.03	Based on input from USCBP and the Fire Marshal, pursue design, permit approval, and installation of a fire alarm for the building.	Yes	Proposed CE #25 (attached)	\$25,142.38	20 days
3.04	Address leaking, south-facing store front glass through removal and replacement of window seals.	Yes	Proposed CE #23 (attached)	\$4,574.04	0 days
3.05	Encapsulate residual adhesive on the floor from previous flooring to facilitate bond of the new flooring.	Yes	Proposed CE #20 (attached)	\$604.27	0 days
3.06	Replace ceiling lights in the Secure Storage room based on direction provided by USCBP during a site inspection.	Yes	Proposed CE #21 (attached)	\$188.98	0 days
	<b>Total</b>			<b>\$64,011.05</b>	<b>66 days</b>

### Reason for Changes:


3.01

Overhead costs for time impacts to project progress attributed to efforts necessary for access control subcontractor and answers to be provided by that contractor. Initially submitted within Change Order 2 and then pulled, this re-packaged item reflects in-person discussions and negotiations at the building with Board members, Tartaglia Engineering, and Newton Construction.

3.02

As a security element, USCBP identified the sally port entrance requires hardened walls, initially from ground up to the drop ceiling. An initial change order included removal of the sheet rock and installation of ballistic paneling from the floor to that level. Through the installation of barrier mesh, this additional effort extends the intrusion barrier the last 24-inches to the hard ceiling, as a follow-on USCBP requirement.



	<b>Santa Maria Airport</b>	<b>Change Order No. 3</b>
	<b>US Customs Upgrades: Building and Site Civil</b>	<b>June 19, 2025</b>

3.03

Contrary to the initial position from the Fire Marshal, a Fire Alarm is required. This item addresses the shortcoming. Time extension allows for design and securing the city permit.

3.04

Initially tested for leaks by a local window company during design, with the conclusion the window system was solid, a further review at the time of safety film installation revealed gaps and leaks in the window seals. The item addresses leaks through removal and reinstallation of the glass with new seals.

3.05

After removal of the flooring, it became apparent that the residual adhesive needed to be addressed before installation of the new floor to allow for proper adhesion.

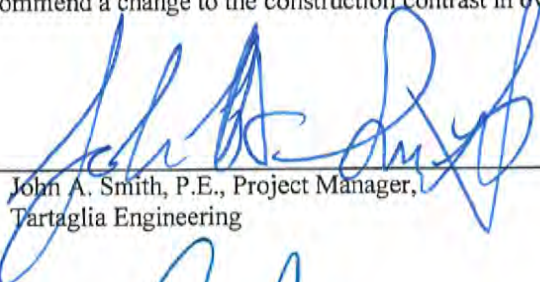
3.06


Existing light fixtures in the Secured Storage Room were deemed inadequate for the intended use, necessitating their removal and replacement.


### APPROVALS

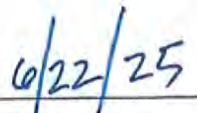
(Not valid unless signed by all listed below)

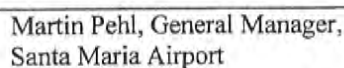
I have reviewed all supplemental documentation supporting this additional work requested and provided, and certify that all work will be or has been completed in accordance with the contract documents and direction provided, and hereby recommend a change to the construction contract in overall compensation and contract time as outlined herein:

  
 John A. Smith, P.E., Project Manager,  
 Tartaglia Engineering

  
 Date:

  
 Eric Newton, Owner  
 Newton Construction and Management, Inc.

  
 Date:

  
 Martin Pehl, General Manager,  
 Santa Maria Airport

Date:

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**  
**CHANGE ESTIMATE BREAKDOWN**



**PROJECT:** US Customs Building SM Airport  
**PROJECT #:** 24010  
**AREA:**  
**SOURCE:** Various Delays  
**SCHEDULE:**  
 Additional work days required: 46

**DATE:** 3-Jun-25  
**PROPOSED CE #:** 24  
**REVISION #:** 1

Schedule will be impacted if not acted on by:

**DESCRIPTION:** The following costs are for extended overhead due to numerous design changes and delays, and discount applied.

Pricing is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR UNIT HOUR	LABOR EXTENDED HOURS
1	Extended Overhead - September 2024	1	LS	22500.00	\$ 22,500.00		\$ -		-
2	Extended Overhead - CE9.1	1	LS	19248.00	\$ 19,248.00		\$ -		-
3	NCM Discount Per Eric Newton	1	LS	-5000.00	\$ (5,000.00)		\$ -		-
4	PER FINAL NEGOTIATION WITH JOHN			-12,000	\$ -		\$ -		-
					\$ -		\$ -		-
				Equipment Total	\$ 36,748	Sub Total	\$ -	Total Hours	-
						Sales Tax	\$ -	Labor Rate	\$ 105.00
						Material Total	\$ -	Labor Total	\$ -
						Net Change	\$ 36,748.00		
						O/P Prime	10.00% \$ 3,674.80		
						O/P Subcontractor	5.00% \$ 2,021.14		
						Bond/insurance	1.00% \$ 424.44		
						<b>TOTAL</b>	<b>\$ <del>42,868.38</del></b>		
							<b>30,868.38</b>		

**Exclusions:**

Please Note: This amount has been significantly reduced 3 times,in the event this is not approved and further action is required we will be persuing the original full amount.

TOTAL	\$	2,633
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**NEWTON CONSTRUCTION & MANAGEMENT, INC.**  
**CHANGE ESTIMATE BREAKDOWN**



**PROJECT:** US Customs Building SM Airport  
**PROJECT #:** 24010  
**AREA:**  
**SOURCE:** Client Request  
**SCHEDULE:**  
 Additional work days required: 0

**DATE:** 23-May-25  
**PROPOSED CE #:** 25  
**REVISION # :** 0

Schedule will be impacted if not acted on by:

**DESCRIPTION:** Pursuant to US Customs request, NCM will contract Deep Blue Integration to install a Fire Alarm System. JMG will install the conduit and dedicated circuit

**Pricing is as Follows:**

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR UNIT HOUR	LABOR EXTENDED HOURS
1	Deep Blue Integration	1	LS	17152.77	\$ 17,152.77		\$ -		-
2	JMG Electric LLC	1	LS	4400.00	\$ 4,400.00		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
				Equipment Total	\$ 21,553	Sub Total	\$ -	Total Hours	-
						Sales Tax	\$ -	Labor Rate	\$ 105.00
						Material Total	\$ -	Labor Total	\$ -
						Net Change		\$	21,552.77
						O/P Prime	10.00%	\$	2,155.28
						O/P Subcontractor	5.00%	\$	1,185.40
						Bond/insurance	1.00%	\$	248.93
						<b>TOTAL</b>		<b>\$</b>	<b>25,142.38</b>

**Exclusions:**

JMG Electric LLC  
4236 CENTAUR STREET  
LOMPOC, CA 93436

Estimate

Name/Address
Newton Construction PO Box 3260 San Luis Obispo, CA 93403

Date	Estimate No.	Project
05/16/25	138	

Item	Description	Quantity	Cost	Total
Electrical	SM Airport Customs Remodel		4,400.00	4,400.00
	Install conduit for the fire alarm			
	Run dedicated circuit for fire alarm panel per plan			
			Total	\$4,400.00



May 9, 2025

Newton Construction & Management  
PO Box 3260  
San Luis Obispo, CA 93403

**For: Santa Maria Airport District – US Customs Building Remodel**

Mr. Jay Cervantes

Deep Blue Integration, Inc., (DBI), is a UL Listed, California and Federally Certified Small & Service-Disabled Veteran Owned Business Enterprise (SDVOSB / DVBE) located in San Luis Obispo that provides electronic fire life safety, security and fire protection services to clients throughout California. DBI proposes to provide Design/Build services for new Fire & Life Safety Alarm equipment that will be required for the project identified above.

DBI will provide NICET Certified, California licensed Life Safety Technicians and registered apprentices to perform installation, programming and commissioning labor identified below. Fire alarm equipment will be provided per DBI's final approved design/ build plans and specifications.

**Fire Alarm Systems Inclusions:**

- Provide **DESIGN – BUILD Services** for material submittals including fire alarm equipment data sheets, shop drawings in submittal format by a NICET IV Senior Engineering Technician for review and approval by City of Santa Maria Fire Department.
- Provide, install, and commission UL, CSFM and FM Listed / Approved new Firewarden NFW-50X Fire Alarm Control Unit (FACU) per engineered plan
- Provide and install Cellular Radio (CLSS Pathway) for remote monitoring
- Provide and install standby back up batteries for FACU
- Provide and install NOTIFIER Addressable Smoke Detectors and Pull Stations per plans
- Provide and install NOTIFIER detector bases as needed for connection to addressable Smoke Detectors
- Provide and install SYSTEM SENSOR Notification Appliance Circuit devices (horns & strobes) in wall or ceiling configurations per plan
- Provide and install all low-voltage Power Limited Fire Alarm Circuit (PLFAC) wiring conductors
- Provide and install Fire Alarm Record Document Storage boxes per NFPA 72 (2022) and California Fire Code (2022) adjacent to FACU
- Coordinate with other trades as needed where interconnection with their equipment is required (Electrical, Mechanical, etc.)
- Provide a 100% pre-functional test of all new equipment in coordination with other Trades to ensure proper response of interconnected equipment is achieved
- Program all Systems and verify end to end testing through to the Fire monitoring Central Station for accurate receipt of fire alarm, trouble and supervisory signals.
- Provide a 100% final test and inspection to be witnessed by the local AHJ
- Provide NFPA 72 Record of Completion and NFPA 72 Record of System Test per California Fire Code
- Provide as-built close out documentation as required
- Provide warranty on workmanship and a **one (1) year** warranty on all new equipment provided and installed by DBI
- All on-site programming & commissioning labor to be performed by DBI's NICET certified and State of CA licensed Fire Life Safety Technicians & registered Apprentices
- Provide training on equipment to end users for proper operation and response to alarm, trouble and supervisory conditions
- All on-site programming & commissioning labor to be performed by DBI's NICET certified and State of CA licensed Fire Life Safety Technicians & registered Apprentices at Prevailing Wage

**Clarifications:**

- **Any required conduits, boxes, in-building raceways, underground raceways and in-ground vaults to be installed per manufacturer requirements, plans and specifications by DBI**
- **Dedicated AC circuit to be installed by Electrical Contractor**
- **City of Santa Maria permit fees are included in this proposal**
- Wiring for addressable devices, horns and strobes to be FPL, FPLR, FPLP or THHN as shown on bid set plans to meet California Fire Code and California Electric Code, wiring to be co-located in raceways when required, wherever possible to reduce unnecessary conduit runs per plans
- Painting, patching and fire-stopping by others
- Fire watch by others
- Knox box (provision or installation) is excluded
- After-Hours/ weekend /Holiday On-Site Work or Accelerated Construction Schedule **is not included** in our pricing
- Anticipated Code editions that will be adopted and enforceable at the time of permit are accounted for
- Fire Protection Engineer Review is estimated not to exceed \$2,150.00 **if needed and not included in this proposal**

**Pricing for Fire Alarm System Design, Equipment, Programming, & Commissioning**

**\$17,152.77**

**UL Central Station Monitoring (Under Separate Contract)**

**\$65.00/month**

**Monitoring of the Fire Alarm System is a requirement of California Fire Code and Local Jurisdiction Municipal Ordinances. DBI is a provider for UL Central Station monitoring, service and testing of fire alarm and fire sprinkler systems.**

*All pricing includes applicable material sales tax. Skilled labor performed on site will be paid at applicable California Prevailing Wages with periodic increases based on project duration included. All project management, site supervision and trade coordination labor to be performed by DBI is included. If awarded this project, this proposal and scope is to be incorporated into or become an exhibit of any contract between your firm and DBI. Material procurement and delivery to site will be based on the manufacturer's lead times. Please feel free to contact us if you have any questions.*

Thank you,

Curtis Streeter, SET  
NICET IV #102672 Fire Alarm Systems  
Cell 805.550.4553



Deep Blue Integration, Inc. • Phone 888.6000.DBI • Fax 805.791.2037 • [www.deepblueintegration.com](http://www.deepblueintegration.com)

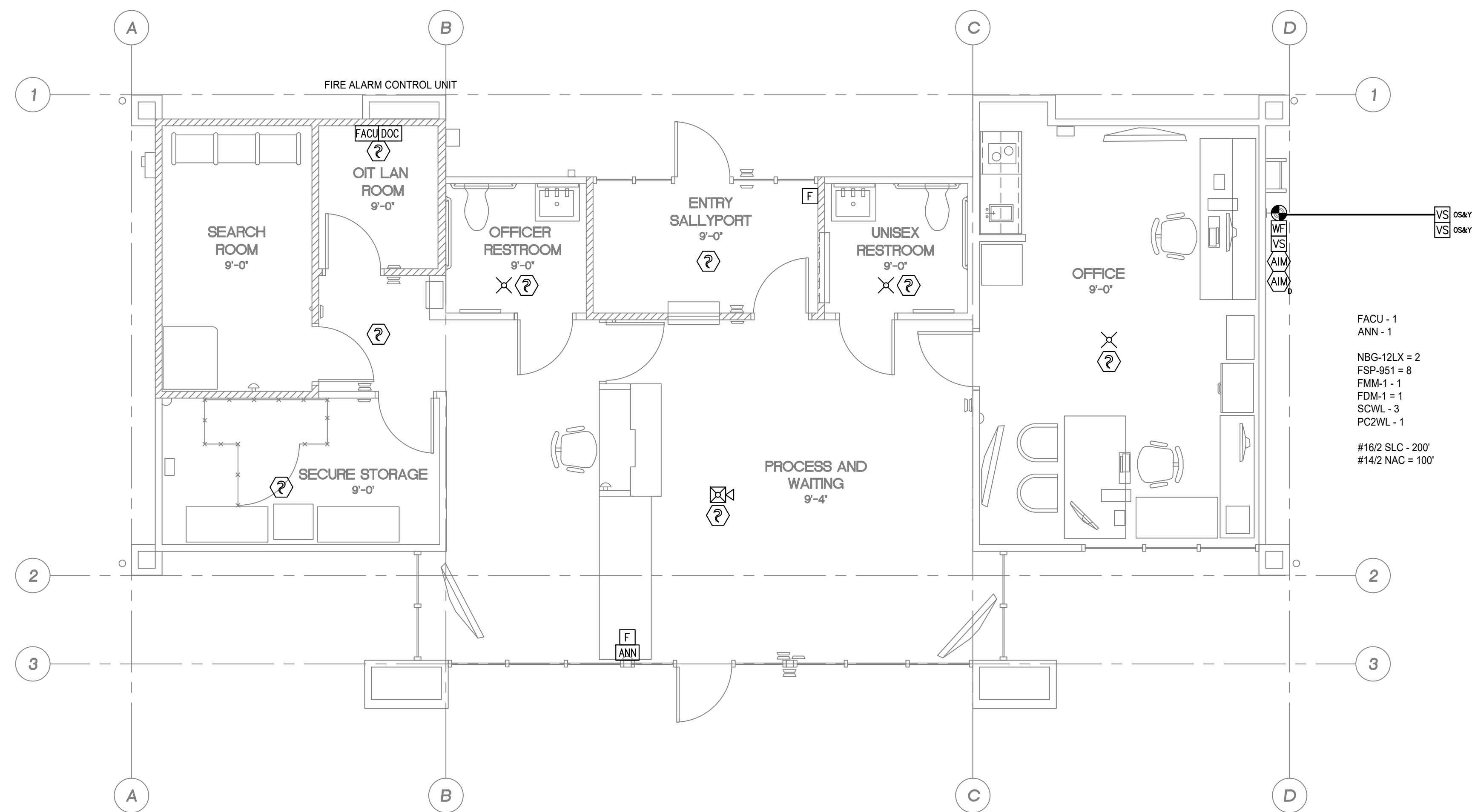
3442 Empresa Drive Suite A, San Luis Obispo, CA 93401-7357 • P.O. Box 3310, San Luis Obispo, CA 93403-3310 • C.10, C.16 943465 • ACO 6864 • CA SB / MB / DVBE # 1242460 • DIR # 1000002283 • UUFX S36062



We support and encourage NICET certification



THE DESIGN AND INFORMATION CONTAINED ON THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF DEEP BLUE INTEGRATION INC. ALL RIGHT RESERVED. DUPLICATION OR USE BY ANYONE OTHER THAN THE PROPERTY FOR WHICH THEY WERE PRODUCED IS PROHIBITED.



REV.	DESCRIPTION	DATE
1	SPOTS & DOTS	5/9/25
2		
3		
4		
5		
6		
7		
8		
9		
10		

DESIGNED BY:	DRAWN BY: M FOX
CHECKED BY: CURTIS STREETER, SET	NICET IV #102672
START DATE:	DBI PROJECT #:

**SANTA MARIA AIRPORT DISTRICT  
US CUSTOMS BLDG. REMODEL**  
3335 CORSAIR CIRCLE  
SANTA MARIA, CA93445  
**AUTOMATIC & MANUAL FIRE ALARM SYSTEM**

SHEET TITLE  
**GENERAL NOTES &  
SYMBOLS LEGEND**

SHEET NO.  
**FA-00**



**NEWTON CONSTRUCTION & MANAGEMENT, INC.**  
**CHANGE ESTIMATE BREAKDOWN**



**PROJECT:** US Customs Building SM Airport  
**PROJECT #:** 24010  
**AREA:** Storefront Windows  
**SOURCE:** Client Request  
**SCHEDULE:**

Additional work days required: 0

**DATE:** 05-May-25  
**PROPOSED CE #:** 23  
**REVISION #:** 0

Schedule will be impacted if not acted on by:

**DESCRIPTION:** Pursuant to US Customs request, NCM will contract Valley Glass and Mirror to remove existing exterior storefront vinyl gasket and wet seal 38ea glass lights with black silicone.

Pricing is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR UNIT HOUR	LABOR EXTENDED HOURS
1	Velly Glass and Mirror	1	LS	3921.00	\$ 3,921.00		\$ -		-
2					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
				Equipment Total	\$ 3,921	Sub Total	\$ -	Total Hours	-
						Sales Tax	\$ -	Labor Rate	\$ 105.00
						Material Total	\$ -	Labor Total	\$ -
						Net Change			\$ 3,921.00
						O/P Prime	10.00%		\$ 392.10
						O/P Subcontractor	5.00%		\$ 215.66
						Bond/insurance	1.00%		\$ 45.29
						<b>TOTAL</b>		<b>\$</b>	<b>4,574.04</b>

Exclusions:



2379 Thompson Way, Santa Maria, CA 93455  
805/925-6935 FAX 805/925-6945

Midi, Inc. • State Lic. #438370

## QUOTATION

To: NEWTON CONSTRUCTION & MANAGEMENT  
P.O. BOX 3260  
SAN LUIS OBISPO, CA 93403

Attn: JAY CERVANTES

Phone: (805) 544-5583

Fax: (805) 544-5584

Date: 5/2/2025

Re: SM AIRPORT – CUSTOMS BUILDING

REMOVE EXISTING EXTERIOR STOREFRONT VINYL GASKET, AND WET SEAL 38EA.  
GLASS LITES W/ BLACK SILICONE

**NOTE:**

- **WORK PERFORMED ON AN “AS IS” BASIS, NO WARRANTY. THE ONLY WAY TO WARRANTY THIS PROJECT WOULD BE TO REPLACE ALL STOREFRONT WITH NEW**
- **EXCLUDES RE-CAULKING PERIMETER CAULK JOINT BETWEEN STOREFRONT & BUILDING SUBSTRATE. ADD AVAILABLE UPON REQUEST FOR THIS SCOPE**
- **INCLUDES PREVAILING WAGES**

**SALES TAX INCLUDED \$3,921.00**

CHRIS HAGEMAN  
ESTIMATING / PM  
chageman@valleyglassca.com  
[www.valleyglassca.com](http://www.valleyglassca.com)

***THIS QUOTE VALID FOR 30 DAYS***



PCO #023

Newton Construction and Management  
2436 Broad Street  
San Luis Obispo, California 93401  
Phone: (805) 544-5583

Project: 24010 - Santa Maria Airport District- US Customs Building  
Remodel  
3335 Corsair Circle  
Santa Maria, California 93455

## Prime Contract Potential Change Order #023: CE #023 - Repair Leaking Storefront Windows

TO:	FROM:	Newton Construction & Management 2436 Broad Street San Luis Obispo, California 93401
PCO NUMBER/REVISION: 023 / 0	CONTRACT:	1 - Airport Customs - Executed Contract
REQUEST RECEIVED FROM:	CREATED BY:	Nathan Peters (Newton Construction & Management)
STATUS: Pending - In Review	CREATED DATE:	5/21/2025
REFERENCE:	PRIME CONTRACT CHANGE ORDER:	#001 - CE #023 - Repair Leaking Storefront Windows
FIELD CHANGE: No		
LOCATION:	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	PAID IN FULL:	No
EXECUTED: No	SIGNED CHANGE ORDER RECEIVED DATE:	
	TOTAL AMOUNT:	\$4,574.04

POTENTIAL CHANGE ORDER TITLE: CE #023 - Repair Leaking Storefront Windows

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #023 - Repair Leaking Storefront Windows  
Repair leaking storefront windows via Valley Glass and Mirror.

Verbal approval on 5/21.

ATTACHMENTS:

[24010\\_CE23Quote\\_ValleyGlass\\_5.5.25.pdf](#)

#	Budget Code	Description	Amount
1	07-1000.CO Waterproofing.Change Order		\$4,574.04
Grand Total:			\$4,574.04

Newton Construction & Management  
2436 Broad Street  
San Luis Obispo, California 93401

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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**NEWTON CONSTRUCTION & MANAGEMENT, INC.**  
**CHANGE ESTIMATE BREAKDOWN**



**PROJECT:** US Customs Building SM Airport  
**PROJECT #:** 24010  
**AREA:** Interior  
**SOURCE:** Client Request  
**SCHEDULE:**

Additional work days required: 0

**DATE:** 30-Apr-25  
**PROPOSED CE #:** 20  
**REVISION # :** 0

Schedule will be impacted if not acted on by:

**DESCRIPTION:** Pursuant to US Customs request, NCM will contract Floor Connection to encapsulate adhesive on floor (from carpet demo) with TriSeal to allow for proper sealing and adhesion of new flooring.

Pricing is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR UNIT HOUR	LABOR EXTENDED HOURS
1	Floor Connection	1	LS	518.00	\$ 518.00		\$ -		-
2					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
				Equipment Total	\$ 518	Sub Total	\$ -	Total Hours	-
						Sales Tax	\$ -	Labor Rate	\$ 105.00
						Material Total	\$ -	Labor Total	\$ -
						Net Change		\$	518.00
						O/P Prime	10.00%	\$	51.80
						O/P Subcontractor	5.00%	\$	28.49
						Bond/insurance	1.00%	\$	5.98
						<b>TOTAL</b>		<b>\$</b>	<b>604.27</b>

Exclusions:

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**  
**CHANGE ESTIMATE BREAKDOWN**



**PROJECT:** US Customs Building SM Airport  
**PROJECT #:** 24010  
**AREA:** Secured Storage Room  
**SOURCE:** Client Request  
**SCHEDULE:**

Additional work days required: 0

**DATE:** 19-Jun-25  
**PROPOSED CE #:** 21  
**REVISION # :** 0

Schedule will be impacted if not acted on by:

**DESCRIPTION:** Pursuant to US Customs request, NCM will contract JMG Electric LLC to install new ceiling lights in the Secured Storage Room.

Pricing is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR UNIT HOUR	LABOR EXTENDED HOURS
1	JMG Electric LLC	1	LS	162.00	\$ 162.00		\$ -		-
2					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
					\$ -		\$ -		-
				Equipment Total	\$ 162	Sub Total	\$ -	Total Hours	-
						Sales Tax	\$ -	Labor Rate	\$ 105.00
						Material Total	\$ -	Labor Total	\$ -
						Net Change		\$	162.00
						O/P Prime	10.00%	\$	16.20
						O/P Subcontractor	5.00%	\$	8.91
						Bond/insurance	1.00%	\$	1.87
						<b>TOTAL</b>		<b>\$</b>	<b>188.98</b>

Exclusions:

JMG Electric LLC  
4236 CENTAUR STREET  
LOMPOC, CA 93436

# Estimate

Name/Address
Newton Construction PO Box 3260 San Luis Obispo, CA 93403

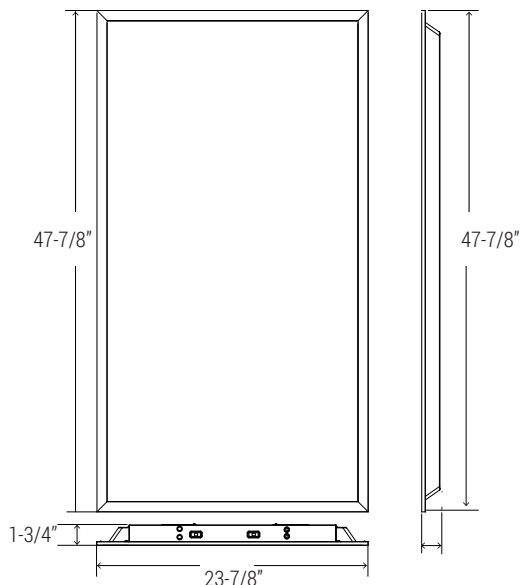
Date	Estimate No.	Project
04/23/25	133	

Item	Description	Quantity	Cost	Total
Electrical	Santa Maria Airport Customs Remodel  2 x 4 LED light fixtures (2)  Labor is included in the price of the original bid		162.00	162.00
			Total	\$162.00



MULTI-LUMEN  
SELECTOR

EASY COLORS  
SELECTOR



### FEATURES

The clean design of the FPL-BL provides a modern alternative to traditional fluorescent troffers. Available in 1x4, 2x2, and 2x4. Backlit design delivers unmatched uniform light distribution. Easily adjust brightness level (multi-lumen) and color options (multi-CCT) in the field with multi-lumen and multi-CCT selectors. Perfect for offices, schools, healthcare, hospital, retail, among other applications.

LUMENS	3000/4000/5000 4000/5000/6000 6000/7000/8000 7000/8000/9000	3000/4000/5000/6000 5000/6000/7000/8000
CCT	35K/ 40K/ 50K 30K/ 35K/ 40K 30K/35K/40K/50K	
CRI	85+	
COLOR QUALITY	3 Step MacAdam Ellipse	
SIZE	2'x4', 2'x2', 1'x4'	
MOUNTING	Recessed, Suspended, Surface Mount	
DIMMING & CONTROL	0-10V Flicker Free 10% Dimming Standard (DIM10)	
EMERGENCY	10W - Up to 1000L output (Bodine BSL310) 20W - Up to 2000L output (Bodine BSL20)	
LIFETIME	L70 at 60,000 Hours	
PHOTOMETRIC TESTS	In Accordance with IES LM79-08, LM80 and TM-30, TM-21	

#### 7000/7000/9000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
9000	9088	76W
8000	8142	67W
7000	7275	60W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

#### 6000/7000/8000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
8000	7372	54W
7000	7097	52W
6000	6106	44W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

#### 4000/5000/6000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
6000	6365	56W
5000	5652	48W
4000	4642	38W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

#### 3000/4000/5000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
5000	5435	49W
4000	4814	39W
3000	3799	30W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

#### 5000/6000/7000/8000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
8000	8399	62W
7000	7600	55W
6000	6566	47W
5000	5562	39W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

#### 3000/4000/5000/6000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
6000	6494	49W
5000	5432	40W
4000	4361	31W
3000	3415	23W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%



#### OPTICAL SYSTEM

Backlit design provides exceptional light distribution. Illumination is spread across the entire surface of the panel, emitting soft, even light. A 110-degree beam angle ensures clear, shadow-free light.

#### CONSTRUCTION

20-gauge cold rolled steel body, post-painted for durability. White finish standard. All corners are rounded for safe handling. Multiple wiring entrances allow for easy access.

#### MOUNTING

Easy to install. Mounting hardware included. Accommodates lay-in ceilings, Slot T, and T-bar suspension systems for 5/8" and 3/8" ceiling widths. Four corner tie points and built-in earthquake clips come standard. Options for flange kits, surface mounted kits, and more. SMK required if suspending the fixture.

#### OPTIONS

Luminaires can be shipped pre-installed with whips, modular wiring systems.

#### DRIVER ELECTRICAL INFORMATION

Powered by high-quality constant-current power LED drivers which are rated for 50 to 60Hz at 120/277V input. Available in 347V., produce less than 20% THD, and have a power factor of .90 to 1.00.

#### DIMMING & DRIVER INFORMATION

**DIM10** - Flicker Free 10% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120, 277V and 347V

#### WARRANTY

Five-year warranty for parts and components. (Labor not included)

#### LISTINGS

c-UL-us - Listed for Feed Through Wiring.

Can be used to comply with Title 24, non residential lighting requirements.

Damp location rated.

For DesignLights Consortium® (DLC) qualified products please visit [www.designlights.org](http://www.designlights.org). Not all family members will be listed for DLC Premium or DLC Standard.

Example: **24-FPL-BL-LED-3000L/4000L/5000L-DIM10-M VOLT-35K/40K/50K-85**

24	FPL-BL	LED							
FIXTURE SIZE	SERIES	TYPE	LUMENS	DIMMING	VOLTAGE	CCT	CRI	EMERGENCY	OTHER OPTIONS
24 - 2' X 4'	FPL-BL - LED Flat Panel Backlit	LED	3000L/4000L/5000L 4000L/5000L/6000L 6000L/7000L/8000L 7000L/8000L/9000L  *3000L/4000L/5000L/6000L *5000L/6000L/7000L/8000L	DIM10 - 0-10V Dimming	MVOLT 120-347V	35K/40K/50K 30K/35K/40K *30K/35K/40K/50K *Available for 3000/4000/5000/6000 *5000/6000/7000/8000 lumen output & MVOLT Only	85	0-EMG-LED-10W 0-EMG-LED-20W	24FK - 2'x4' Flange Kit 24-FPL1-LED-SMK - 2'x4' Surface Mount Kit USA - Made in America Compliance AM - Antimicrobial
					347V	0-EMG-LED-10W-347			



**24-FPL-BL-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(3000L)**

TEST NO.: **EL05212055**

INPUT WATTS: **30**

LUMENS: **3799**

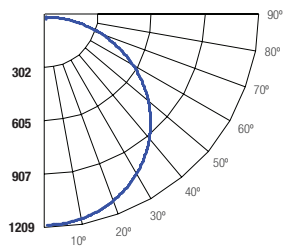
CRI: **85**

EFFICACY: **127**

CCT: **40K**

SPACING CRITERIA: **1.42**

**Candle Power Distribution (Candelas)**



**Zonal Lumens Summary**

Zone	Lumens	%Lamp	%Fixt
0-20	442.34	11.60	11.60
0-30	946.75	24.90	24.90
0-40	1567.01	41.30	41.20
0-60	2851.05	75.10	75.10
0-80	3655.98	96.20	96.20
0-90	3766.15	99.10	99.10

**Luminance (Average candela/M<sup>2</sup>)**

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	1622	1632	1651
55	1607	1623	1651
65	1564	1588	1633
75	1501	1532	1609
85	1509	1557	1701

**Lumens Per Zone**

Zone	Lumens
0-10	113.92
10-20	328.42
20-30	504.42
30-40	620.26
40-50	663.13
50-60	620.91
60-70	494.75
70-80	310.17
80-90	110.18

**Candela Tabulation**

Q	
0	1202.581
5	1202.100
15	1165.530
25	1095.690
35	991.390
45	853.220
55	685.790
65	491.790
75	289.080
85	97.830
90	22.650

**Coefficients of Utilization - Zonal Cavity Method**

Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%				30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111		106	106	106	101	101	101	99	
	1	108	103	98	94	105	100	96	92	96	92	89	92	89	86	88	86	84	81	
	2	89	89	82	76	95	87	80	75	83	78	73	80	75	71	76	73	69	67	
	3	89	78	69	62	86	76	68	62	73	66	60	70	64	59	67	62	58	56	
	4	81	68	59	52	78	67	59	52	64	57	51	62	55	50	60	54	50	47	
	5	74	61	52	45	72	60	51	45	58	50	44	55	49	43	53	48	43	41	
	6	68	55	46	39	66	54	45	39	52	44	38	50	43	38	48	42	37	35	
	7	63	50	41	34	62	49	40	34	47	39	34	45	39	33	44	38	33	31	
	8	59	45	36	30	57	44	36	30	43	35	30	42	35	30	40	34	30	28	
	9	55	41	33	27	54	41	33	27	39	32	27	38	32	27	37	31	27	25	
10	52	38	30	25	50	38	30	25	36	29	24	35	29	24	34	28	24	22		

RC - Ceiling Cavity Reflectance

RW - Wall Reflectance

**24-FPL-BL-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(4000L)**

TEST NO.: **EL05212058**

INPUT WATTS: **38.9**

LUMENS: **4814**

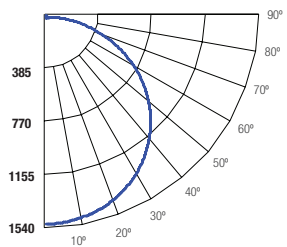
CRI: **85**

EFFICACY: **124**

CCT: **40K**

SPACING CRITERIA: **1.42**

**Candle Power Distribution (Candelas)**



**Zonal Lumens Summary**

Zone	Lumens	%Lamp	%Fixt
0-20	563.96	11.70	11.70
0-30	1206.55	25.10	25.10
0-40	1996.13	41.50	41.50
0-60	3620.21	75.20	75.20
0-80	4636.73	96.30	96.30
0-90	4773.11	99.10	99.10

**Luminance (Average candela/M<sup>2</sup>)**

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2075	2078	2083
55	2060	2064	2072
65	2011	2017	2030
75	1924	1935	1939
85	1982	1960	1943

**Lumens Per Zone**

Zone	Lumens
0-10	145.29
10-20	418.67
20-30	642.59
30-40	789.57
40-50	839.30
50-60	784.79
60-70	626.73
70-80	389.79
80-90	136.38

**Candela Tabulation**

Q	
0	1534.167
5	1532.450
15	1488.220
25	1399.400
35	1266.570
45	1091.670
55	879.130
65	632.160
75	370.530
85	128.500
90	31.130

**Coefficients of Utilization - Zonal Cavity Method**

Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%				30%				10%				0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%			
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99			
	1	108	103	98	94	105	100	96	92	96	92	89	92	89	86	88	86	84	81			
	2	89	89	82	76	95	87	80	75	83	78	73	80	75	71	77	73	69	67			
	3	89	78	69	62	86	76	68	62	73	66	61	70	64	59	67	62	58	56			
	4	81	69	59	52	79	67	59	52	64	57	51	62	56	50	60	54	50	47			
	5	74	61	52	45	72	60	51	45	58	50	44	56	49	43	54	48	43	41			
	6	68	55	46	39	66	54	45	39	52	44	38	50	43	38	48	42	37	35			
	7	63	50	41	34	62	49	40	34	47	39	34	46	39	34	44	38	33	31			
	8	59	45	36	31	57	44	36	30	43	36	30	42	35	30	40	34	30	28			
	9	55	41	33	27	54	41	33	27	40	32	27	38	32	27	37	31	27	25			
10	52	38	30	25	50	38	30	25	37	29	25	36	29	24	35	29	24	22				

RC - Ceiling Cavity Reflectance

RW - Wall Reflectance

**24-FPL-BL-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(5000L)**

TEST NO.: **EL01102031**

INPUT WATTS: **49.1**

LUMENS: **5435**

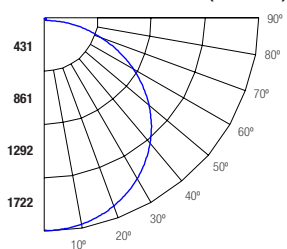
CRI: **N/A**

EFFICACY: **111**

CCT: **3500K**

SPACING CRITERIA: **1.42**

**Candle Power Distribution (Candelas)**



**Zonal Lumens Summary**

Zone	Lumens	%Lamp	%Fixt
0-20	631.16	11.60	11.60
0-30	1351.00	24.90	24.90
0-40	2236.37	41.10	41.10
0-60	4059.28	74.70	74.70
0-80	5211.67	95.90	95.90
0-90	5372.62	98.90	98.90

**Luminance (Average candela/M<sup>2</sup>)**

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2356	2282	2254
55	2342	2245	2209
65	2303	2157	2111
75	2204	2005	1945
85	2305	1835	1732

**Lumens Per Zone**

Zone	Lumens
0-10	162.56
10-20	468.61
20-30	719.83
30-40	885.37
40-50	942.46
50-60	880.45
60-70	708.05
70-80	444.34
80-90	160.95

**Candela Tabulation**

Q	
0.0	1716.424
5.0	1715.660
15.0	1667.880
25.0	1572.350
35.0	1429.560
45.0	1239.330
55.0	999.370
65.0	724.000
75.0	424.450
85.0	149.450
90.0	30.110

**Coefficients of Utilization - Zonal Cavity Method**

Effective Floor Cavity Reflectance 0.20

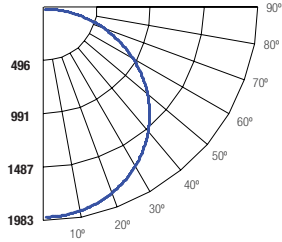
RC	80%				70%				50%				30%				10%				0%			
----	-----	--	--	--	-----	--	--	--	-----	--	--	--	-----	--	--	--	-----	--	--	--	----	--	--	--

### 24-FPL-BL-LED-6000L-7000L-8000L-DIM10-120-347V-35K-40K-50K-85(6000L)

TEST NO.: **EL10062037**

INPUT WATTS: **44.6** LUMENS: **6106** CRI: **90** EFFICACY: **137** CCT: **3500K** SPACING CRITERIA: **1.42**

#### Candle Power Distribution (Candelas)



#### Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	721.55	11.8	11.8
0-30	1541.68	25.2	25.2
0-40	2546.43	41.7	41.7
0-60	4598.4	75.3	75.3
0-80	5881.45	96.3	96.3
0-90	6052.98	99.1	99.1

#### Luminance (Average candela/M<sup>2</sup>)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2543	2548	2588
55	2479	2479	2538
65	2347	2350	2437
75	2126	2116	2251
85	1742	1631	1872

#### Lumens Per Zone

Zone	Lumens
0-10	186.06
10-20	535.49
20-30	820.13
30-40	1004.75
40-50	1064.21
50-60	987.75
60-70	789.42
70-80	493.64
80-90	171.53

#### Candela Tabulation

Q	
0	1964.883
5	1957.76
15	1889.73
25	1760.75
35	1578.3
45	1337.47
55	1057.6
65	738
75	409.42
85	112.92
90	5.17

#### Coefficients of Utilization - Zonal Cavity Method

Effective Floor Cavity Reflectance 0.20

RC	RW	80%				70%				50%				30%				10%				0%			
		70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99						
	1	108	103	98	94	105	100	96	92	96	92	89	92	89	86	88	86	84	82						
	2	98	89	82	76	95	87	80	75	83	78	73	80	75	71	77	73	69	67						
	3	89	78	69	63	86	76	68	62	73	66	61	70	64	59	67	62	58	56						
	4	81	69	60	53	79	67	59	52	65	57	51	62	56	51	60	54	50	47						
	5	74	61	52	45	72	60	51	45	58	50	44	56	49	44	54	48	43	41						
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	7	64	50	41	34	62	49	40	34	47	40	34	46	39	34	44	38	33	31						
	8	59	45	37	31	57	45	36	31	43	36	30	42	35	30	41	34	30	28						
	9	55	42	33	28	54	41	33	27	40	32	27	39	32	27	37	31	27	25						
	10	52	38	30	25	50	38	30	25	37	30	25	36	29	24	35	29	24	23						

RC - Ceiling Cavity Reflectance

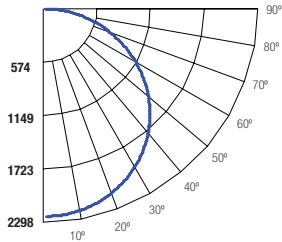
RW - Wall Reflectance

### 24-FPL-BL-LED-6000L-7000L-8000L-DIM10-120-347V-35K-40K-50K-85(7000L)

TEST NO.: **EL10062038**

INPUT WATTS: **52.5** LUMENS: **7097** CRI: **90** EFFICACY: **135** CCT: **3500K** SPACING CRITERIA: **1.42**

#### Candle Power Distribution (Candelas)



#### Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	839.21	11.8	11.8
0-30	1793.12	25.3	25.3
0-40	2961.49	41.7	41.7
0-60	5347.8	75.3	75.3
0-80	6836.23	96.3	96.3
0-90	7035.74	99.1	99.1

#### Luminance (Average candela/M<sup>2</sup>)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2961	2964	3011
55	2882	2881	2951
65	2728	2729	2840
75	2470	2464	2608
85	2016	1887	2164

#### Lumens Per Zone

Zone	Lumens
0-10	216.36
10-20	622.85
20-30	953.91
30-40	1168.37
40-50	1237.65
50-60	1148.66
60-70	914.74
70-80	573.7
80-90	199.5

#### Candela Tabulation

Q	
0	2285.622
5	2281.64
15	2197.82
25	2046.97
35	1832.77
45	1557.51
55	1229.75
65	857.6
75	475.57
85	130.7
90	6.32

#### Coefficients of Utilization - Zonal Cavity Method

Effective Floor Cavity Reflectance 0.20

RC	RW	80%				70%				50%				30%				10%				0%			
		70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99						
	1	108	103	98	94	105	100	96	92	96	92	89	92	89	86	88	86	84	82						
	2	98	89	82	76	95	87	80	75	83	78	73	80	75	71	77	73	69	67						
	3	89	78	69	63	86	76	68	62	73	66	61	70	64	59	67	62	58	56						
	4	81	69	60	53	79	67	59	52	65	57	51	62	56	51	60	54	50	48						
	5	74	61	52	45	72	60	51	45	58	50	44	56	49	44	54	48	43	41						
	6	69	55	46	39	67	54	45	39	52	44	39	50	43	38	49	42	38	36						
	7	64	50	41	34	62	49	40	34	47	40	34	46	39	34	44	38	33	31						
	8	59	45	37	31	57	45	36	31	43	36	30	42	35	30	41	34	30	28						
	9	55	42	33	28	54	41	33	27	40	32	27	39	32	27	37	31	27	25						
	10	52	38	30	25	50	38	30	25	37	30	25	36	29	24	35	29	24	23						

RC - Ceiling Cavity Reflectance

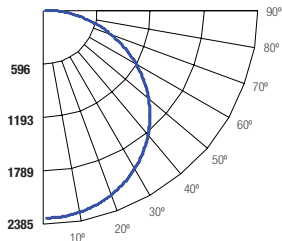
RW - Wall Reflectance

### 24-FPL-BL-LED-6000L-7000L-8000L-DIM10-120-347V-35K-40K-50K-85(8000L)

TEST NO.: **EL10062039**

INPUT WATTS: **54.9** LUMENS: **7372** CRI: **90** EFFICACY: **134** CCT: **3500K** SPACING CRITERIA: **1.42**

#### Candle Power Distribution (Candelas)



#### Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	871.97	11.8	11.8
0-30	1863.06	25.3	25.3
0-40	3077.02	41.7	41.7
0-60	5555.72	75.4	75.4
0-80	7100.43	96.3	96.3
0-90	7307.22	99.1	99.1

#### Luminance (Average candela/M<sup>2</sup>)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	3074	3077	3129
55	2987	2995	3071
65	2835	2840	2946
75	2568	2561	2715
85	2082	1956	2258

#### Lumens Per Zone

Zone	Lumens
0-10	224.85
10-20	647.12
20-30	991.09
30-40	1213.96
40-50	1285.64
50-60	1193.06
60-70	949.21
70-80	595.5
80-90	206.79

#### Candela Tabulation

Q	
0	2375.637
5	2365.44
15	2281.58
25	2127.85
35	1904.24
45	1617.11
55	1274.74
65	891.34
75	494.42
85	135
90	6.53

#### Coefficients of Utilization - Zonal Cavity Method

Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%				30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99	
	1	108	103	98	94	105	100	96	92	96	93	89	92	89	86	88	86	84	82	
	2	98	89	82	76	95	87	80	75	83	78	73	80	75	71	77	73	69	67	
	3	89	78	69	63	86	76	68	62	73	66	61	70	64	59	67	62	58	56	
	4	81	69	60	53	79	67	59	52	65	57	51	62	56	51	60	54	50	48	
	5	74	50	45	45	73	45	45	45	58	50	44	56	49	44	54	41	43	41	
	6	69	55	46	39	67	54	45	39	52	44	39	50	43	38	49	42	38	36	
	7	64	50	41	35	62	49	40	34	47	40	34	46	39	34	44	38	33	31	
	8	59	45	37	31	57	45	36	31	43	36	30	42	35	30	41	34	30	28	
	9	55	42	33	28	54	41	33	27	40	32	27	39	32	27	37	31	27	25	
10	52	38	30	25	50	38	30	25	37	30	25	36	29	25	35	29	24	23		

## **ASSIGNMENT OF LEASE 2987-D Airpark Drive**

This Assignment of Lease is made this 26th day of June 2025, by and between **GGM Transport, LLC**, an owner, builder, hereinafter called "Tenant" or "Assignor", and **Cynair, LLC**, hereinafter called "Assignee".

### **Recitals**

a. Santa Maria Public Airport District (hereinafter called "Landlord" or District") made and entered into a written Lease and Agreement – Owner/Built Hangar Site dated March 1, 2004, with Douglas Malcom, an individual, for leased premises located at the SANTA MARIA PUBLIC AIRPORT, Santa Maria, California, hereinafter referred to as the "Lease". A true copy of the Lease is marked Exhibit "A", attached and incorporated herein in full by this reference.

b. Douglas Malcom entered into an Assignment of Lease dated January 9, 2025, to assign the Lease to GGM Transport, LLC, with the District concurring to the assignment. A true copy of the Assignment of Lease is marked Exhibit "B", attached and incorporated herein in full by this reference.

c. Tenant is transferring its right, title, and interest in the Lease to the Assignee and hereby requests the District to consent to this Assignment of Lease.

Now, therefore, the parties agree as follows:

### **Assignment**

1. **Recitals.** The recitals set forth in this Agreement are true and correct and are incorporated by this reference.

2. **Assignment.** As of the effective date referred to herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Lease.

3. **Effective Date of Assignment.** The Assignment shall be effective on July 1, 2025, provided Tenant/Assignor is not in default under the terms of the Lease.

4. **Assumption of Lease Obligations.** Assignee does hereby accept the foregoing assignment and assumes and agrees to perform, full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Lease, as of the effective date, including timely payment of any and all payments due to the Landlord or payable on behalf of Tenant to Landlord under the Lease as they become due and payable. Assignee acknowledges that all terms and provisions of the Lease continue in full force and effect as to Assignee.

5. **Assignor's Covenants.** Assignor covenants that the copies of the Lease, attached hereto as Exhibit "A" are true and accurate copies of said documents.

6. **Further Assignments.** Assignee shall not further assign or transfer any interest in the Lease and/or Leased Premises except as provided in Paragraph 16 of the Lease.

7. **Litigation Costs and Attorney Fees.** In the event of any action or proceeding brought by either party against the other under or arising out of this Assignment of Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, expert witness expenses and attorneys' fees in such action or proceeding including costs of appeal, if any. In addition, should it be necessary for the District to employ legal counsel to enforce any of the provisions herein contained, Assignor and Assignee agree to pay all District's attorneys' fees, costs, expenses and expert witness expenses reasonably incurred.

8. **Indemnification.** Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill Assignment. Assignor states that no other assignment by Assignor exists in connection with the Lease.

9. **Successors and Assigns.** The Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with California law and litigation shall be filed and prosecuted in Santa Barbara County, North County Division, State of California

11. **Notices.** Any notice shall be given as set forth in paragraph 16-A of the Lease to Assignee shall be sent to:

ASSIGNOR:  
GGM Transport, LLC  
7702 Meany Avenue, Suite 103  
Bakersfield, CA 93308

ASSIGNEE:  
Cynair, LLC  
1971 Fearn Avenue  
Los Osos, CA 93402

Dated: \_\_\_\_\_ Assignor: \_\_\_\_\_  
Grant Fraysier, Managing Member

Dated: \_\_\_\_\_ Assignee: \_\_\_\_\_  
Christopher Szarek

Dated: \_\_\_\_\_ Assignee: \_\_\_\_\_  
Cynthia Beaudette

*(Agreement Continued Below)*

12. **Consent of Landlord.** The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated June 26, 2025, from GGM Transport, LLC (Assignor) to Cynair, LLC (Assignee). Landlord's consent to this assignment shall in no way be deemed a waiver of its rights under Paragraph 16 of the Lease, Assignment, Subletting, and Encumbering, to prohibit assignment in future.

Dated: June 26, 2025

Approved as to content for District: Santa Maria Public Airport District ("Landlord")

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

\_\_\_\_\_  
Ignacio Moreno, President

Approved as to form for District:

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

\_\_\_\_\_  
Steve Brown, Secretary

**Exhibits**

Exhibit "A" – Lease and Agreement – Owner/Built Hangar Site dated March 1, 2004

Exhibit "B" – Assignment of Lease dated January 9, 2025

## LEASE AND AGREEMENT

### Owner/Built Hangar Site

As of March 1, 2004, SANTA MARIA PUBLIC AIRPORT DISTRICT, (herein called "District"), and DOUGLAS B. MALCOLM, ("Tenant,"), agree as follows:

1. **Leasehold Premises.** District leases to Tenant unimproved land located on the Santa Maria Public Airport known as **Hangar Site 9**, commonly as **2987-D Airpark Drive**, in the City of Santa Maria, County of Santa Barbara, State of California, consisting of **3575 square feet**, and more particularly described on Exhibit "B" attached hereto and incorporated by this reference, subject to all existing and future easements and rights, restrictions, reservations and matters of record (the "Premises").

2. **Term.** The term of this Lease is Forty (40) years commencing on the date first above written and expiring on February 29 2044. This Lease maybe extended for two (2) additional five (5) year terms provided: (1) Tenant is not in default, and (2) Tenant delivers to District, 60 days prior to the end of each term written notice of its intent to exercise its option to extend the lease. The terms and conditions of the Lease will remain unchanged during the extension, except as provided herein.

3. **District Right to Relocate.** District reserves the right to relocate the Premises and Tenant's improvements thereon to a different location on the Airport selected by District, at District's expense at any time during the Initial Term or any Extended Term. District shall have no obligation to pay Tenant for Tenant's time or inconvenience in any such relocation or cost of relocating Tenant's personal property. Tenant shall relocate Tenant's personal property at Tenant's sole cost and expense.

4. **Rent**

a. **Monthly Rent During First Five Years.** Monthly rent for and during the first five (5) years of the term shall be the sum of **\$ 60.78**, calculated by multiplying the number of square feet leased by a factor of \$.017 per square foot per month (based on the Districts Long-term Land Lease Policy and recovery of capital cost over twenty years) ("Base Rent").

Tenant shall pay Base Rent to District in advance on the first calendar day of each month. Rent is payable without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, CA 93455, or at such other address District may direct Tenant in writing. The Base Rent shall be adjusted every five years on the anniversary of the commencement date of the Lease (the "Adjustment Date"). Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index, All Items, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area for All Urban Consumers ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the monthly Base Rent payable during the ensuing five (5) year period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the



preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Base Rent for the ensuing five-year period shall remain unchanged. When the Base Rent payable as of each Adjustment Date is determined, District shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The adjusted Base Rent shall become the new "Base Rent" but shall not exceed five percent (5%) CPI increase per year.

b. Late Charge. Tenant acknowledges that late payment of rent by Tenant to District will cause District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent installment is due falls on a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

c. Additional Rent. The rent shall be absolutely net to District. Tenant shall pay all costs, fees, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements, maintenance and obligations of every kind and nature whatsoever relating to the Premises or the improvements to be constructed thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this lease (Additional Rent). Tenant shall indemnify and save District harmless from and against Additional Rent. Should Tenant fail to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this lease in the event of nonpayment of rent or other event of default. District shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder deemed necessary to protect the interests of District under this lease. No advance by District shall operate as a waiver of any of District's rights under this lease and Tenant shall remain fully responsible for the performance of its obligations under this lease. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Tenant.

## **5. Construction by Tenant.**

a. Obligation To Construct. **THE PREMISES ARE BEING LEASED EXPRESSLY FOR THE DEVELOPMENT, CONSTRUCTION AND OPERATION BY TENANT OF AN AIRCRAFT STORAGE HANGAR FOR THE EXPRESSED PURPOSE OF STORING THE TENANT'S OWN AIRCRAFT.** Tenant leases the Premises with the obligation of constructing the Improvements together with any related or on- or off-site improvements necessitated by the development of the Premises and any subsequent improvements, at Tenant's sole cost and expense. Tenant shall construct all on and off-site improvements required herein, at Tenant's sole cost and expense, in the time and manner set forth herein. Tenant shall obtain any and all governmental approval legally required to improve or alter the Premises. Tenant shall construct the improvements free of claims against District and the Premises in compliance with the requirements set forth in Exhibit "A", entitled "Owner Built Hangar Specifications", attached, and incorporated by this reference. **TENANT SHALL CONSTRUCT THE IMPROVEMENTS (INCLUDING THE FINISHED FLOOR) AND THE FINISHED GRADE IN ACCORDANCE WITH**

**THE PROJECT GRADING PLAN AND THE INDIVIDUAL SITE PLAN. THE INDIVIDUAL SITE PLAN IS ATTACHED AS EXHIBIT "C" AND INCORPORATED BY THIS REFERENCE.**

b. Schedule of Improvements. Tenant shall begin construction and installation of the Improvements within six (6) months of the lease commencement. Tenant shall complete construction of the Improvements within eighteen (18) months after the lease commencement. This eighteen (18) month period may be increased by any delay due to acts of God or actions of third parties not subject to Tenant's control, not to exceed one additional year. If Tenant fails to timely begin and complete construction, District may terminate this lease after thirty (30) days' notice of its intent to terminate.

c. Indemnity Against Claims. Tenant shall keep the Premises and improvements thereon free and clear of all mechanic's liens and other liens. Tenant shall defend, indemnify and save harmless District and the Premises from and harmless against any and all liability, loss, damage, claims, costs, attorneys' fees and other expenses of any type arising out of work performed on the Premises or in easements and rights-of-way for or by Tenant, or on account of claims for liens of contractors, subcontractors, materialmen, laborers, architects, engineers or other design professionals, for work performed or materials or supplies furnished by Tenant or persons claiming under it. District shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any judgment or lien, or both. Tenant shall reimburse District for all sums paid by District under this paragraph, together with all of District's reasonable attorneys' fees and costs, plus interest on all sums expended at the rate of ten percent (10%) per annum from the date paid by District to the date paid by Tenant.

d. Licensed Contractor. All work on the improvements shall be done by licensed and insured contractors; provided Tenant may act as general contractor for itself as long as licensed and insured subcontractors perform the work. Tenant shall provide proof satisfactory to District that all contractors carry workers' compensation insurance for anyone working on the Premises, and public liability and property damage insurance (\$1,000,000 combined single limit). District shall be an additional insured.

e. Plans and Specifications. Prior to beginning construction, Tenant shall deliver to District a set of plans and specifications of all improvements in sufficient detail to determine compliance with District's requirements for appearance, site development and for approval from various agencies responsible for issuing building permits. District shall have final approval authority and no work on site shall commence until the lease with District has been executed and District has issued a written confirmation of its approval.

f. Notice of Non-Responsibility. At least ten (10) days prior to initiation of any improvement, or delivery of any materials to the Premises, Tenant shall notify District of same in writing. District shall have the right to post and record a Notice of Non-Responsibility in accordance with Civil Code 3094.

g. Parcel or Subdivision Map. District, at its cost and expense, shall prepare a Parcel Map and file same with the City of Santa Maria identifying individual parcels that will be leased to individual tenants.



6. **Tenant's Use of Premises.** The Premises shall be used for the storage, maintenance, and repair of Tenant's aircraft and aircraft equipment and for no other purpose.

a. **Permitted Uses.**

i. Indoor storage of aircraft registered in the Tenant's name. The Tenant must be the owner of the improvements (hangar) on the Premises;

ii. Indoor storage of automobiles while the aircraft is being operated outside the hangar;

iii. Indoor storage of equipment and tools used for preventive maintenance, construction or restoration of the aircraft stored on the Premises;

iv. Maintenance, construction and restoration of an aircraft as described in FAR Part 43, Appendix A, or under the direct supervision of a mechanic properly and appropriately certified by the Federal Aviation Administration; and

v. As long as at least one aircraft stored on the Premises is registered to Tenant, other non-owned aircraft may be stored on the Premises, subject to the provisions of Section 16, Assignment.

b. **Specific Prohibited Uses.** Tenant shall not use or permit use of the Premises, or any portions thereof, for any of the following prohibited purposes or uses:

i. Use any portion of the Premises contrary to or in violation of the directives, rules or regulations of the District as they exist now or in the future.

ii. Store any property outside of the hangar on the Premises.

iii. Store hazardous or toxic materials in quantities greater than ten (10) gallons, except with a safety plan approved by the City of Santa Maria Fire Department and after issuance of appropriate permits.

iv. Any use, activity or improvement which will generate smoke affecting aircraft visibility or attract large concentrations of birds or which may otherwise affect safe air navigation.

v. Any use or activity which would interfere with or create a hazard to the operation of the Airport or aircraft.

vi. Spray painting, except spray painting of aircraft in an approved paint booth.

vii. Any residential use.

viii. Any trade, profession, business or commercial use, enterprise or activity, except approved subleases for aircraft storage.

ix. Storage of jet or aviation or other fuel on the Premises, other than inside fuel tanks of aircraft stored on the Premises or vehicles temporarily parked on the Premises.

x. Place any signs without District's prior written approval.

7. **Nuisance or Unlawful Uses.** Tenant shall not commit waste, including environmental contamination, nuisance or unlawful activity on the premises nor shall Tenant permit others to commit waste, nuisance or unlawful activity on the premises.

8. **Alterations and Improvements.**

a. Tenant shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent, except interior, non-structural alterations or improvements. District specifically reserves the right to approve the exterior appearance of the improvements throughout the term of the Lease. All alterations, additions or improvements made by Tenant at the Airport shall be Tenant's property during the term of the Lease. Tenant shall remove all fixtures and improvements, including slabs and foundations, and cap all utilities, at Tenant's expense, at expiration or termination of the Lease, unless directed otherwise in writing by District. District may, at District's sole option, elect that the slab and foundation shall remain on the Premises at expiration or termination. The slab and foundation shall thereafter become District's property without any payment to Tenant. Tenant shall restore District's property to at least its former condition as when received and repair any damage resulting from any removal.

b. Should Tenant fail to remove the improvements at the expiration or termination of the Lease, District may, at its option, remove the improvements, at Tenant's expense, or the improvements shall become District's property, without payment to Tenant, free and clear of all liens and encumbrances. Tenant shall indemnify and hold District harmless from and against any liens or encumbrances.

9. **Tenant's First Right to New Lease of Premises.** If, within six (6) months prior to the expiration of the term of this Lease, District elects to enter into a new lease of the Premises for aircraft storage purposes, then District shall first negotiate with Tenant the terms and conditions of a new lease for said Premises before offering the Premises to anyone else.

10. **Holdover.** If Tenant holds over beyond the term or extended term with the consent of District, such tenancy shall be from month to month subject to the terms and conditions of this Lease. Holdover shall not be renewal of this Lease. The monthly Base Rent shall be the monthly Base Rent due immediately prior to the holdover, increased by any increase in the Index defined in Section 4, since the last rent adjustment, unless otherwise agreed in writing by both parties.

11. **Repairs and Maintenance.**

a. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all improvements thereon in first class condition and repair at all times in accordance with all applicable laws, rules, ordinances, orders and regulations of any governmental agency or body having jurisdiction. Tenant shall keep the Premises, at Tenant's expense, clean and free from litter, garbage, refuse and debris at all times. Tenant shall take reasonable measures to protect the Leased Premises and airport from infestation of birds, insects, rodents and other pests. Tenant shall comply with all reasonable orders and instructions of District's General Manager in the use of the Leased Premises, which the General Manager deems to be in the best interest of the District, the public or users of the Airport, or for their safety and welfare.

b. If Tenant fails to maintain or make repairs as required herein, District shall have the option, but not the obligation, of making necessary corrections after a reasonable written notice from District of its intent to do so. All costs incurred by District in making said corrections, including but not limited to the cost of labor, materials, equipment and administration, shall be Additional Rent, and Tenant shall pay the same within fifteen (15) days of receipt of a statement of District's costs. District may, at its option, choose other remedies available herein as allowed by law.

12. **Tenant Obligations.** Tenant shall:

a. Comply with the rules, regulations and directives of the District related to the use of the Airport and its facilities, including the owner-built hangar sites.

b. Comply with, at Tenant's expense, all laws, regulations, ordinances and orders of federal, state and local governments as they relate to Tenant's use of Tenant's aircraft or Tenant's use or occupation of the Premises, the Airport or Airport facilities.

c. Furnish District with a copy of the registration certificate: (i) for each aircraft to be stored on the Premises prior to commencement of the Lease; (ii) after commencement of the Lease, within ten (10) days of acquiring a different or additional aircraft, or subleasing to a non-owned aircraft; and (iii) immediately after District's written request for such a copy at any other time.

d. Provide annual proof, to District's reasonable satisfaction, that the aircraft registered to the Tenant is in fact stored on the Premises. If an experimental aircraft is being constructed on the Premises, provide annual proof, to District's reasonable satisfaction, of reasonable progress towards completion.

e. When the aircraft is in operation out of the hangar, park all vehicles inside the hangar.

13. **Utilities.** District shall have no responsibility to provide water, utility service or extensions of any kind to the Premises, and any such water, utility service or extension by Tenant shall be at Tenant's sole cost and expense after consent by District as provided in Paragraph 8 herein. District will provide electrical and telephone conduit to each lot. Tenant is responsible to provide wiring. District has a 4-inch sewer lateral available to certain lots (2995a and b, 2997a and b, 2987a, b, c and d, and 2989 a, b, c and d, Airpark Drive). If Tenant is

leasing one of those lots, Tenant may, at Tenant's cost, extend piping and obtain a meter from the City of Santa Maria for water. Tenant shall extend the utilities, as needed, separately meter each utility and pay all utility service charges.

14. **Indemnification.** Tenant shall investigate, protect, defend (with counsel reasonably acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, and the Premises (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Tenant or any subtenant, or their officers, agents, employees, or guests (collectively "Tenant"); or Tenant's operations on, or use or occupancy of, the Premises or the Santa Maria Public Airport. The foregoing indemnification excludes only Liability or Loss caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold District harmless from and against any Liability or Loss, including third party claims, environmental requirements and environmental damages (as defined in Exhibit "D", Hazardous Material Definitions) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Premises or the improvements thereon or District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively Release) of any toxic or hazardous materials (defined in Exhibit "D") which occurs in, on or about the Premises as the result of any of Tenant's activities on the Premises. Tenant shall notify District immediately of any Release of any toxic or hazardous material on the Premises or Airport.

15. **Insurance**

a. Tenant shall procure and maintain during the term of this Lease and any extensions, general liability insurance to protect against bodily injury, including death, products, and personal/advertising injury liability; contractual liability; liability for damages through the use of or arising out of accidents occurring on or about the Premises, or arising out of any act of Tenant, or caused by the neglect or misconduct of the Tenant in a minimum amount \$100,000.00 combined single limit for bodily injury and property damage per person and \$250,000.00 per occurrence combined single limit for bodily injury and property damage.

b. The policies shall name District as an additional insured and shall provide that Tenant's insurance will operate as primary insurance and District's insurance will not be called upon to contribute to a loss covered by this paragraph or the indemnification provisions of this Lease. Tenant shall require the insurer to notify District in writing, at least thirty (30) days prior to cancellation, modification or refusal to renew such policy. All policies shall be issued by companies admitted and licensed to do business in California and having a Best's rating of "A". Tenant shall provide District with a current insurance certificate issued by the insurer. The types, coverage, form and liability limits of insurance may be changed or increased by District's Board of Directors after giving Tenant at least ninety (90) days' prior written notice.

16. **Assignment**

a. Tenant shall not assign, transfer, mortgage, encumber or grant control of this Lease or any interest, right or privilege herein, or sublet a portion of the leased premises without the prior written consent of District. District's consent shall not be unreasonably withheld for an assignment or transfer to Tenant's spouse, child(ren), sibling(s) or parent(s). The assignee, transferee, mortgagor, or other person acquiring an interest in the Lease shall agree in writing to be bound by all terms and conditions of the Lease. A sublease of the entire Premises is expressly prohibited and void and, at the option of District, shall terminate the Lease. The Premises must be occupied by the person who owns the improvements (hangar) and owns an aircraft stored on the Premises. Tenant's interest in this Lease is not assignable by operation of law. To prevent speculation in the construction and resale of hangars, if Tenant wishes to assign, transfer, sell or grant control of this Lease and/or the improvements thereon, and District approves, the approval will be conditioned on Tenant paying to District a transfer fee equal to the following:

- i. During the first year after occupancy, the sum of \$15,000;
- ii. During the second year after occupancy, the sum of \$10,000;
- iii. During the third through fifth years of occupancy, the sum of \$5,000;

provided, no transfer fee shall be required if Tenant assigns or transfers the Lease to Tenant's spouse, child(ren), sibling(s) or parent(s).

b. Subject to the District's General Manager's prior written consent, Tenant may sublet a portion, but not all, of the Premises for storage of aircraft owned by another. District's General Manager's consent may be conditioned on:

i. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to Tenant.

ii. Each subtenant has a written sublease incorporating the terms and conditions of this Lease.

iii. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to subtenant.

iv. Tenant shall notify District in writing within ten (10) days of any storage of non-owned aircraft with such identifying information as District requests, together with the written sublease for District consent.

v. Tenant shall pay any sublease rent to District which is in excess of the sublessee's pro rata share, based on per square foot occupancy, of: the rent charged under this Lease, utilities, taxes, insurance, maintenance and Cost of the Improvements (amortized at eight percent (8%) over twenty (20) years). The "Cost of Improvements" is defined as the amount paid by Tenant for constructing the slab, foundation, utility extensions, hangar and other improvements made by Tenant to the Premises, including engineering and design fees, prior to occupancy by Tenant.

vi. No District owned hangars are available for lease in the near future.

17. **Taxes, Licenses and Permits.** Tenant shall pay before delinquency any and all taxes, (including real property and possessory interest taxes, assessments, fees or charges) which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, or Tenant's occupancy of the Premises, and personal property, structures, improvements or fixtures owned, controlled or installed by Tenant. Tenant acknowledges that by entering into this lease, a possessory interest, subject to taxation, may be created. Tenant agrees to pay all such taxes. Tenant shall also secure and maintain in force during the term of this lease all licenses and permits necessary or required by law for the conduct of Tenant's operations.

18. **District's Remedies on Tenant's Breach.** In the event Tenant fails to pay rent when due, abandons or vacates the Premises, or is in default under any provision of this lease, District may terminate this lease and resort to the rights and remedies provided by the laws of the State of California, as well as the following cumulatively or in the alternative remedies:

a. District may recover from Tenant on terminating the Lease damages proximately resulting from the breach, including the cost of recovering the premises and the value of the premises for the remainder of the Lease term, less any rent received by District from subleases or reletting of the Premises, which sum shall be immediately due District from Tenant.

b. Tenant assigns to District all subrents and other sums falling due from subtenants, up to the amounts due District under this Lease during any period in which Tenant is in default. District may, at District's election, re-enter the Premises and improvements with or without process of law, with or without terminating this Lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors, or both.

19. **Nondiscrimination.** Tenant will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex or national origin in any such manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or as the regulation may be amended from time to time.

20. **Right of Entry.** District and City of Santa Maria and authorized agents of each shall have the right to enter the Premises for any reasonable purpose upon twenty-four (24) hours' oral or written notice, and at any time without notice in case of any emergency.

21. **Miscellaneous**

a. Notices shall be written and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. District's and Tenant's addresses for this purpose are:

District: Santa Maria Public Airport District  
3217 Terminal Drive



Santa Maria, CA 93455

Tenant: Name Douglas Malcolm  
Address 508 Ocean Blvd  
City, State & Zip Code Shell Beach, CA 93449  
Phone 805-773-5608

Either party may change its address for such notice by giving written notice of such change to the other party. Notice shall be deemed delivered at time of personal delivery or 48 hours after deposit in any United States Post Office or mailbox.

b. District's waiver of breach of one term, covenant or condition of this Lease is not a waiver of breach of others nor of subsequent breach of the one waived. District's acceptance of rent installments after breach is not a waiver of the breach. Any waiver by District must be in writing and signed by District.

c. This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

d. Time is of the essence herein.

e. The prevailing party shall recover from the non-prevailing party reasonable attorney's fees and costs in the event any legal action or proceeding between District and Tenant arises in connection with this Lease.

f. No prior and contemporaneous conversations, negotiations, possible and alleged agreements concerning the subject matter hereof, other than those referred to herein, are merged herein. This is an integrated agreement. Any modification of this Lease must be agreed upon in writing by every Party to this Lease.

g. If any provision of this Lease is determined to be invalid or unenforceable, the remaining provisions shall continue to operate to the extent possible.

h. This Lease shall be construed in accordance with the laws of the State of California.

i. This Lease is deemed to have been drafted by the Tenant and District.

j. The parties executing this Lease represent they have appropriate authority.

k. Unless stated otherwise herein, no real estate brokers have been involved in this Lease and no real estate broker commissions or fees are due or owed from District.

l. In any real estate transaction it is recommended that you consult with a professional.

22. **Federal Aviation Administration Rider Attached.** The provisions of the FAA Rider attached hereto as Exhibit "E", consisting of four pages, are incorporated herein and made a part hereof.

23. **FAA Approval.** This Lease is made subject to any approval of the Federal Aviation Administration which may be required.

24. **Surrender and Site Assessment.** Tenant shall, on expiration or sooner termination, surrender to District the Premises in the same or better condition as when received, normal wear and tear, damage by acts of God or by the elements excepted.

At District's option, exercised by written notice to Tenant, within thirty (30) days of expiration or sooner termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause to be conducted a site assessment of the Premises to confirm that the Premises are free of any hazardous material or contamination. The nature and extent of the site assessment and the selection of the person performing the site assessment and certification shall be approved by District. The Premises shall be certified to be free of any hazardous material or contamination by a person certified by the appropriate governmental agency to conduct such site assessments. Any contamination or environmental damage on the Premises or originating on the Premises and migrating off the Premises shall be remediated by Tenant to meet or exceed the strictest governmental standards or requirements and to District's reasonable satisfaction. Tenant shall be responsible for all remedial investigation and remediation, including submission and approval of the remediation closure plan.

25. **Damage or Destruction.** In the event the improvements are damaged or destroyed, Tenant may, at its option, either (1) continue paying rent and restore the improvements to their former condition and appearance, within a reasonable period of time, not to exceed one hundred eighty (180) days from the date of damage or destruction; or (2) terminate the Lease by thirty (30) days' written notice to District, remove the remaining improvements, and restore the Premises to their same or better condition as when received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed as of the day, month and year first above written.

Dated: February 26, 2004

DISTRICT:

APPROVED AS TO CONTENT:

SANTA MARIA PUBLIC AIRPORT DISTR1CT

Larry T. Rice  
General Manager

By: James S. Kluckner  
President

By: David Samuel  
Secretary

APPROVED AS TO FORM:

Chris M. Russell  
District Counsel

TENANT:

alger B. Malcolm  
DOUGLAS B. MALCOLM

t:\smpad\OwnerBuild  
2-4-04



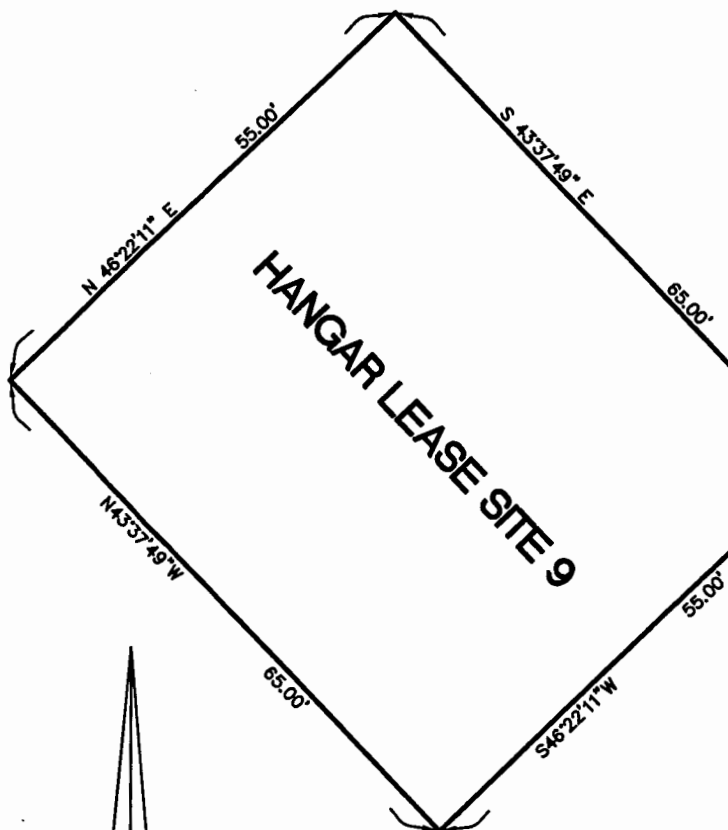
## EXHIBIT "B"

### LEASE DESCRIPTION FOR HANGAR SITE 9

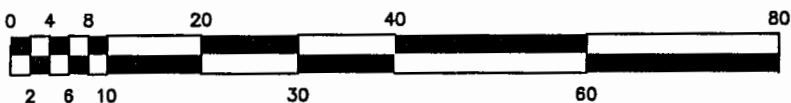
THAT PORTION OF THE WESTERLY HALF OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF "SKYWAY WEST I TRACT 5280" RECORDED AS MAP BOOK 98, PAGES 85 AND 86, RECORDS OF THE COUNTY OF SANTA BARBARA, IN THE CITY OF SANTA MARIA, STATE OF CALIFORNIA; THENCE SOUTH  $1^{\circ} 55' 20''$  WEST 1046.38 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF SAID LOT 4 TO A POINT; THENCE NORTH  $88^{\circ} 04' 40''$  WEST 605.74 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH  $46^{\circ} 22' 11''$  WEST 55.00 FEET; THENCE NORTH  $43^{\circ} 37' 49''$  WEST 65.00 FEET; THENCE NORTH  $46^{\circ} 22' 11''$  EAST 55.00 FEET; THENCE SOUTH  $43^{\circ} 37' 49''$  EAST 65.00 FEET TO THE **TRUE POINT OF BEGINNING**.

0313 HANGAR SITE 9 - 2/19/04 4:43 PM



SCALE: 1"=20'

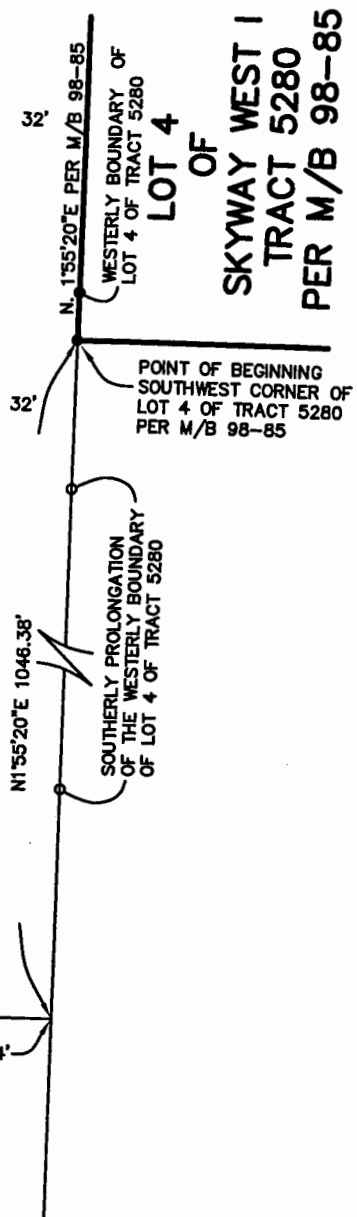


## SKETCH OF HANGAR LEASE SITE 9 2987-D AIRPARK DRIVE

BEING A PORTION OF THE WESTERLY HALF  
OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34  
WEST, SAN BERNARDINO MERIDIAN, IN THE CITY  
OF SANTA MARIA, COUNTY OF SANTA BARBARA,  
STATE OF CALIFORNIA

## EXHIBIT "B"

AIRPARK DRIVE



LOT 4  
OF  
SKYWAY WEST I  
TRACT 5280  
PER M/B 98-85

PREPARED BY:



## Owner build Hangar Specs

Hangar Type: Steel Pre-fabricated Rectangular Hangar building

Maximum hangar size to fit: Plot A (45 feet x 50 feet)-40 feet x 45 feet hangar  
Plot B (55 feet x 65 feet)-50 feet x 60 feet hangar

Structure must be 2.5 feet from property line

	60'x50' Hangar	45'x40'
Eave Height	18'	14'
Hangar Skin Gauge	26 GAUGE	26GAUGE
Doors (see below)	See below	See below

Door options: Door cannot intrude on adjoining property

- Bi-fold
- Stacking
- Roll inside hangar
- Roll up

Skylights: Interior natural lighting to be provided by wall or door panels only. Minimum standard for skylight material is 8 ounces per square foot.

Roof: Low profile ridge line perpendicular to taxilane  
Slope 1"rise for each 12 inches of horizontal run  
Panels shall overlay outside walls a minimum of 4"  
Roof to slope to side of hangar  
Gutters installed along side edges, downspouts at front corners (gutters and downspouts comprised of same material and same paint color)

### PREFABRICATED METAL BUILDINGS

- a. Prefabricated metal building types, conforming to the drawings with indicated dimensions and specified requirements.
- b. Preliminary requirements to the work as follows.
  1. Design calculations, record drawings, shop and erection drawings.
  2. Obtaining building permits (fees paid by Owner builder).
  3. Field measurements and verification of existing field conditions prior to any building work.
  4. Coordination and cooperation with work of other trades.
- c. Prefabricated metal building assembly and field erection of components complete and inclusive with listings as follows.
  1. Structural steel and miscellaneous metal, including anchor bolts and other anchorage embedded in concrete.
  2. Light gauge steel members, roofing and siding.
  3. Cold formed members.
  4. Hangar doors, hardware and locking hasp and staple.
  5. Confirm location of anchors and embedded items.
  6. Flashing and trim members.

7. Gutters and downspouts.
8. Factory finish on galvanized metal surfaces.
9. Factory panel painting.
10. All accessories, closures and hardware required for a complete installation.
11. Closures, caulking, sealants and waterproofing as required for a complete weathertight installation.
12. Twenty (20) year bonded guarantee on roof and wall panel finish.

## QUALITY ASSURANCE

- a. Fabricator/erector qualifications: Firm with successful experience in design, engineering, construction and erection of buildings similar to those erected around Santa Maria Public Airport.
- b. Design Criteria: Design and engineer buildings to comply with Codes applicable at the building site. Obtain building permits for work of this Section before starting fabrication. Building shall be in accord with MBMA and AISC standards.

## REFERENCE SPECIFICATIONS AND STANDARDS

- a. Provide work conforming to latest edition of the City of Santa Maria Building Code, and comply with pertinent recommendations of the manufacturer of the approved Prefabricated Metal Buildings Systems.
- b. American Society for Testing and Materials (ASTM) as referenced herein.

## SUBMITTALS

- a. Shop and erection drawings. Contractor shall submit shop and erection drawings to the City of Santa Maria Building Department for the purpose of the Contractor obtaining approval of building permit and for checking by the District Engineer.
- b. Shop and erection drawings required for building permit purposes shall be identified by the Contractor as shop and erection drawings. Contractor shall submit shop and erection drawings as well as such other drawings as may be required by the Building Department of the City of Santa Maria, Community Development Department, for issuance of building permit. Drawings shall include but will not necessarily be limited to the following:
  1. Foundation plans showing construction joints; foundation details; allowable soil pressure; loads; anchor bolts; etc.
  2. Plans and details for grade beams and concrete flooring.
  3. Framing plan showing typical sections and connection detail, eave condition, diagonal bracing, purlin, beam, and column layout.
  4. Floor plan showing interior partitions, operation of sliding hangar doors (in open and closed position) and other pertinent information.
  5. Exterior elevations and floor elevations.
  6. Roof framing and bracing plan.
  7. Electrical plan.
  8. Miscellaneous details such as: Hangar door construction, including locking devices, cane bolts, door stops and other accessories. Hangar door restraint in all

positions. Spacing details of continuous members. Typical high rib wall and roof panels. Roof and wall panel fasteners. Typical purlin details and connections. Ridge and rake details. Exterior and interior base details.

9. Engineering calculations: The Contractor shall furnish to the City Building Official three (3) copies of complete engineering calculations signed by a Structural Engineer or Civil Engineer registered in the State of California. The calculation shall accompany the drawings described above, as applicable. Shop and erection drawings shall bear the signature of a California registered Civil or Structural Engineer.

10. Revisions: Any and all revisions to the drawings required by District and by the City Building Official to obtain building permits shall be performed at no additional cost to the District.

## FIELD MEASUREMENTS

Before starting work, secure field measurements pertaining to or affecting the work of this section, and verify the locations and exact positions of anchor bolts.

## DESIGN LOADS

Except as stipulated otherwise, the design loads for each Prefabricated Metal Building shall be in accordance with City of Santa Maria Building Codes, latest edition. Building shall withstand wind loads with doors opened or closed.

## Materials

**Flange material for built up sections** - minimum yield stress of 50,000 psi

**Web material for built up sections** - minimum yield stress of 36,000 psi

**Cold-formed structural members** - steel having a minimum yield stress of 50,000 psi

**High tensile bolts** - electrogalvanize plated followed by supplementary gold di-chromate treatment applied by the dip process

**Machine bolts** – same as above

**Galvanized steel** - zinc coating shall be 1.25 ounces per square foot

**Diagonal brace rods** – steel, galvanized 7 wire strand extra high strength grade with a minimum guaranteed proof load.

**Exterior wall and roof covering** - prime, hot dip, galvanized steel not less than 26 gauge.

**Zinc coating** - 1.25 ounces per square foot

**Panel high ribs** - not less than 1¼" minimum depth

(Top and bottom of panel must be filled with foam closer strips.)

## Fasteners

- a. Roof fasteners - Stainless Steel No. 14 X 3/4" long self-tapping bolts or Stainless Steel No. 12 self-drilling bolts. A sealing washer of 1/8" thick neoprene appropriate diameter shall be provided at each bolt.
- b. Roof Lap. Roof lap fasteners - No. 10 X 1/2" long self-tapping bolt
- c. The No. 10 bolt shall be stainless steel and shall be furnished with a 5/16" hexagonal head. Washer shall be integral with the head and shall be 1/2" diameter. Bolt shall have a type "A" point. The fastener shall be installed at one-third points between purlins.
- d. Wall fasteners for color walls. Wall panel fasteners for color walls shall be No. 14 X 3/4" self-tapping bolts or No. 12 self-drilling bolts, with a tough thermo-plastic nylon resin 7/16" or greater hexagonal head, colored to match the panel color. The nylon head shall have a flared flange to act as self-sealing washer, a tapered outer edge, and a molded inner ring on a recessed undersurface to provide a double seal. The No. 14 X 3/4" bolt shall have a Type "A" point and shall be manufactured from material meeting AISI No. C-1018. The bolt shall be plated with .0005" thickness zinc coating, and a chromate finish. The fastener shall be installed in the flat of the panel at 1'-0" spacing at intermediate points. Panel ends to be bolted at 6" nominal spacing.
- e. Wall fastener for galvanized partitions shall be a No. 14 X 3/4" self-tapping bolt or No. 12 self-drilling bolts. The bolts shall be cadmium plated and shall be furnished with a 3/8" or larger hexagonal head. The washer shall be separate and shall be 5/8" or larger diameter. The bolt shall have a Type "A" point. The bolt shall be manufactured of material meeting AISI No. C-1018. The bolt shall be plate with zinc plating of .00075" thickness and coated with clear chromate dip. The fastener shall be installed in the flat of the panel at 1'-0" intermediate spacing, and at 6" spacing (nominal) at panel ends.
- f. Wall panel lap fasteners shall be 1/8" diameter blind rivets colored to match the panel color. The fastener shall be installed at one-third points between girts. Blind rivets *shall be stainless steel*.

#### Mastic:

- a. Standard mastic shall be preformed bead type meeting or exceeding Military Specification MIL-C-18969, Type 2 Grade B.
- b. At roof side laps, a permanently pliable three thirty seconds by one half inch preformed bead of mastic shall be placed on the under lapping rib in a bead of constant cross section to insure continuous contact of the mastic with the upper and lower panels.

#### Base Angle:

- a. Base angle for exterior perimeter of building shall be a roll formed section, shaped such that panel fasteners at base are not exposed to the interior of building.
- b. Base angle shall be 18 gage material prepainted

Conforming ridge caps, which are required, per standard of manufacturer, shall be not less than 26 gauge, hot dip galvanized steel with not less than 1.25 ounces of zinc per square foot of surface. Ridge cap shall have factory painting to match roof panels. **Conforming three foot ridge caps which match the panel configuration and the roof pitch are required.**

### Concrete Foundations and Slab Floors.

#### a. Concrete Foundations

P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory for approval 5 days prior to beginning any concrete work. Install in accord with approved foundation plan. Slump shall not exceed 3" for foundations.

#### b. P.C. Concrete Floor Slabs

1. P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory 5 days prior to any desired use for review and approval. Slump shall not exceed 4".

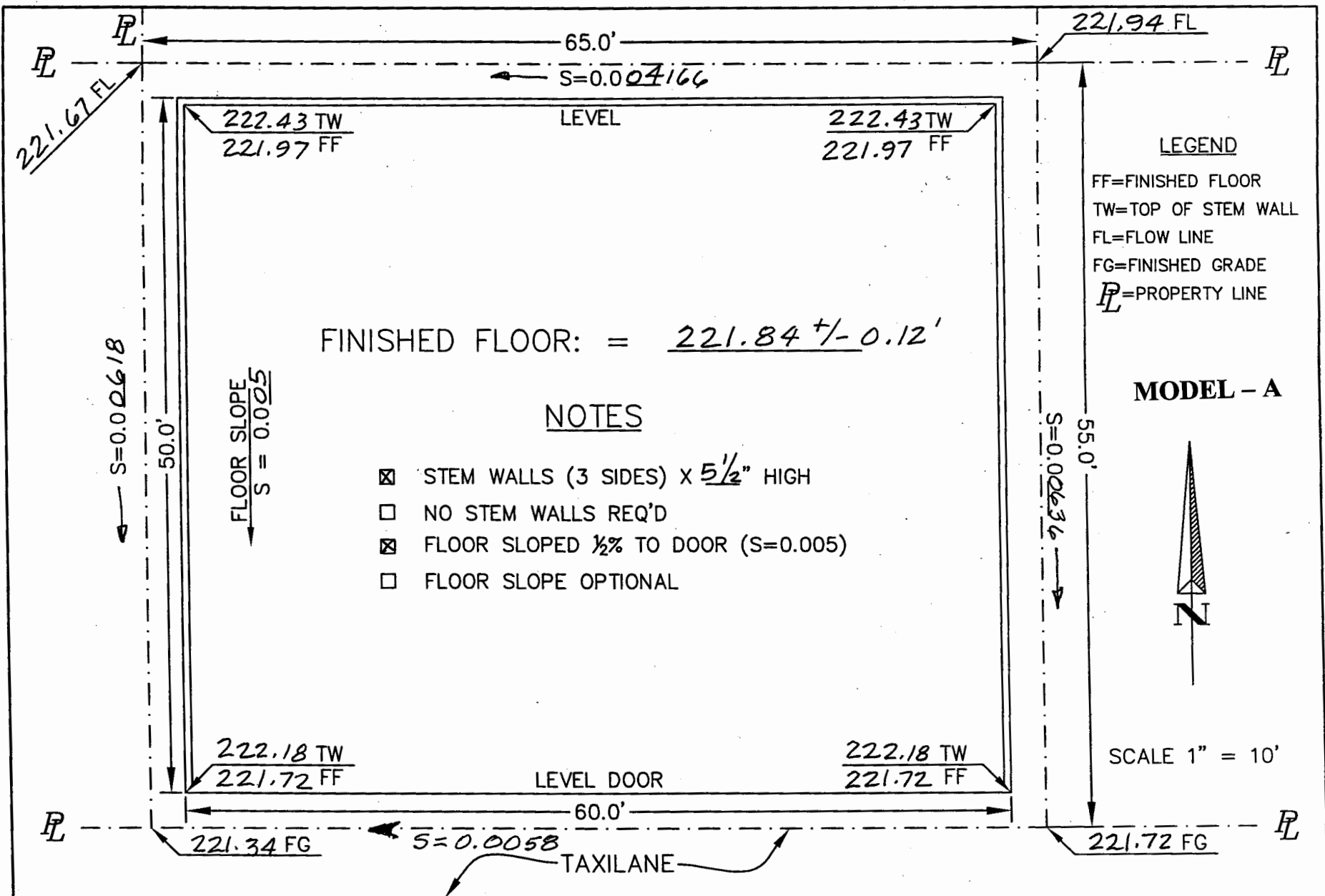
### Contraction Joints

Determined by size of slab using ratio of 2.5 times thickness of slab measured in feet.

### Lease Site:

Entire site must be covered with impermeable material. If site is not fully paved, suitable material must be approved by General Manager.

All drainage must flow to taxiway in front of hangar.



**SANTA MARIA PUBLIC AIRPORT DISTRICT**  
3217 TERMINAL DRIVE SANTA MARIA, CA 93455

LOT #  
**9**

ADDRESS:  
**2987-D**

EXHIBIT  
**C**



HAZARDOUS MATERIAL  
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

EXHIBIT "D"

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## B. ENVIRONMENTAL REQUIREMENTS


Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

2. All requirements pertaining to the protection of the health and safety of employees or the public.

## C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as the result of "Tenant"'s use or occupancy of the Premises or the Airport or as the result of any of "Tenant"'s (or "Tenant"'s agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

D-2   
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1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, "Tenant"s, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.

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ADT



## EXHIBIT "E"

### RIDER

Rider to the Owner/Built Hangar Site Lease and Agreement dated February 26, 2004, and commencing March 1, 2004 herein called "Lease & Agreement") between Santa Maria Public Airport District (herein called "District") and Douglas B. Malcolm, (herein called "Tenant").

### LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

E-2 *CK*  
*CK*  
*CK*

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

E-3 



16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

E-4 *Bel*  
*CE*  
*WTR*

## FIRST AMENDMENT OF LEASE AND AGREEMENT

Re: Lease and Agreement dated March 1, 2004, between SANTA MARIA PUBLIC AIRPORT DISTRICT and Douglas Malcolm for a Hangar Site 09, located at 2987-D Airpark Drive, at the Santa Maria Public Airport for a term expiring February 29, 2044, plus options (the "Lease").

The undersigned, SANTA MARIA AIRPORT DISTRICT ("District") and Douglas Malcolm ("Tenant") do hereby agree to amend the Lease, effective December 8, 2005, as follows:

1. Paragraph 13, Utilities, is amended to add the following immediately after the first paragraph, to read as follows:

"13. Utilities. (First paragraph remains as stated in Lease). Then add:

" Notwithstanding the immediately preceding paragraph, Tenant wished to avoid the cost of a separate water meter. Tenant therefore requested District to increase the size of District's water meter for the hangar area restroom and wash rack from a 3/4-inch to a 1-inch meter to provide the water requested by Tenant and other hangar tenants. The larger meter cost District \$7,350.00 more than the smaller meter.

"Tenant shall pay his/her pro rata share of District's costs of enlarging the meter, less any deposit received from Tenant. Tenant's pro rata share will depend on the number of tenants requesting and paying for water at this time. Payment must be received prior to submission of this executed amendment to District.

"In addition, as long as the Premises are connected to District's pipeline, Tenant shall also pay its pro rata share of District's costs of providing water to the hangars, as additional rent, on or before the first calendar day of each month during the term, or extended term, regardless of whether Tenant has occupied his/her hangar or used any water during the billing cycle. The amount for each hangar tenant will be the same. Initially, Tenant's rent shall be increased by Fifteen Dollars (\$15) per month, effective the day Tenant connects to the District's pipeline. Tenant's share of the water and sewer bill will include payment for water used by the public at the wash rack at the terminus of the pipeline beyond the hangars. District has installed a sub-meter at the hangar area restroom. District will read the submeter and pay for water for hangar area public restrooms.

"District will periodically review its costs of providing water, including, but not limited to, staff time in reading the submeter at the hangar area restrooms, and dealing with water related issues. At that time, District may set a new monthly water charge and increase Tenant's rent accordingly, after thirty (30) days' written notice. Tenant may terminate water service at any time after thirty (30) days' written notice to District.



In the event Tenant elects to terminate water service Tenant's rent shall be reduced by the water component of the rent and other tenants' rent may be increased. Tenant shall forfeit any payments made under this Amendment, and shall not be entitled to any refund from District.

"Tenant shall obtain all appropriate permits from the City of Santa Maria to connect its hangar to District's pipeline. All connections shall comply with the City approved plan previously supplied to Tenant. In addition, it shall also include a "lockable valve" at a location specified by District. Only California licensed, bonded and insured plumbers may perform the connection work. Tenant shall maintain the plumbing from District's pipeline to the Premises. Tenant shall indemnify, defend and hold harmless District, its officers, employees, directors, agents and representatives from and against any and all liability, loss, liens, claims or demands, arising from or related to Tenant's plumbing installation on District's property or Tenant's use of water on the Premises.

"Tenant acknowledges that District's pipeline carries City of Santa Maria water. Tenant releases District from all liability to Tenant for water availability, quality, quantity or pressure.


"In the event additional tenants request a connection to District's pipeline, District may, at its sole discretion, permit or not permit the connection (at a price set by District). District shall retain any money received for future connections.

"District reserves the right at any time after January 1, 2008 to disconnect all hangar tenants' plumbing from District's pipeline, at District's cost, if District determines, in the exercise of District's reasonable discretion, that the administration of a single meter system is not cost effective, is too burdensome, or results in the expenditure of too much staff time. In such event, if District is able to reduce the size of its meter and obtain a refund from the City of Santa Maria, District shall distribute to Tenant, Tenant's pro rata share of any such refund, to the extent of Tenant's payment.

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

Date: December 8, 2005

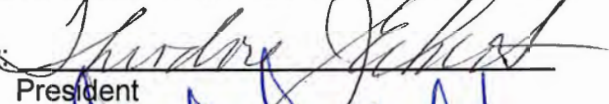
APPROVED AS TO CONTENT FOR  
DISTRICT:

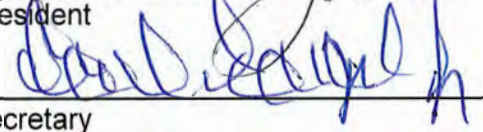
  
General Manager


APPROVED AS TO FORM FOR:  
DISTRICT:

LANDLORD:

SANTA MARIA PUBLIC AIRPORT DISTRICT

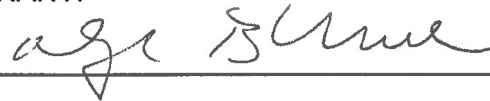
By:   
President

By:   
Secretary

  
District Counsel

Date: Dec 1,, 2005

TENANT:

  
\_\_\_\_\_

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## **ASSIGNMENT OF LEASE 2987-D Airpark Drive**

The Assignment of Lease is made this *9th day of January 2025*, by and between Douglas Malcolm, an owner, builder, hereinafter called "Tenant" or "Assignor", and **GGM Transport, LLC**, hereinafter called "Assignee".

### **Recitals**

a. Tenant and Santa Maria Public Airport District (hereinafter called "Landlord" or District") made and entered into a written ground lease dated March 1, 2004 for leased premises located at the SANTA MARIA PUBLIC AIRPORT, Santa Maria, California, hereinafter referred to as the "Lease". A true copy of the Lease is marked Exhibit "A", attached and incorporated herein in full by this reference.

b. Tenant is transferring its ownership to the Assignee and hereby requests the District to consent to an Assignment of the Lease.

Now, therefore, the parties agree as follows:

### **Assignment**

**1. Recitals.** The recitals set forth in this Agreement are true and correct and are incorporated by this reference.

**2. Assignment.** As of the effective date referred to herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Lease.

**3. Effective Date of Assignment.** The Assignment shall be effective on January 10, 2025, provided Tenant/Assignor is not in default under the terms of the Lease.

**4. Assumption of Lease Obligations.** Assignee does hereby accept the foregoing assignment and assumes and agrees to perform, full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Lease, as of the effective date, including timely payment of any and all payments due to the Landlord or payable on behalf of Tenant to Landlord under the Lease as they become due and payable. Assignee acknowledges that all terms and provisions of the Lease continue in full force and effect as to Assignee.

**5. Assignor's Covenants.** Assignor covenants that the copies of the Lease, attached hereto as Exhibit "A" are true and accurate copies of said documents.

**6. Further Assignments.** Assignee shall not further assign or transfer any interest in the Lease and/or Leased Premises except as provided in Paragraph 16 of the Lease.

**7. Litigation Costs and Attorney Fees.** In the event of any action or proceeding brought by either party against the other under or arising out of this Assignment of Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, expert witness expenses and attorneys' fees in such action or proceeding including costs of appeal, if any. In addition, should it be necessary for the District to employ legal counsel to enforce any of the provisions herein contained, Assignor and Assignee agree to pay all District's attorneys' fees, costs, expenses and expert witness expenses reasonably incurred.

**8. Indemnification.** Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill

Assignment. Assignor states that no other assignment by Assignor exists in connection with the Lease.

9. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. Governing Law. This Assignment shall be governed by and construed in accordance with California law and litigation shall be filed and prosecuted in Santa Barbara County, North County Division, State of California

11. Notices. Any notice shall be given as set forth in paragraph 16-A of the Lease to Assignee shall be sent to:

**ASSIGNOR: Douglas Malcolm**  
**7001 Seaview Avenue, NW**  
**Suites 160-387**  
**Seattle, WA 98117**

**ASSIGNEE: GGM Transport, LLC**  
**7702 Meany Avenue, Suite 103**  
**Bakersfield, CA 93308**

Dated: 01/16/25

Assignor:   
Douglas Malcolm

Dated: 01/16/25

Assignee: Grant Fraysier  
Grant Fraysier, Managing Member

## 12. Consent of Landlord

The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated January 9, 2025, from Douglas Malcolm, Assignor, to GGM Transport, LLC, Assignee. Landlord's consent to this assignment shall in no way be deemed a waiver of its rights under Paragraph 16 of the Lease, Assignment, Subletting, and Encumbering, to prohibit assignment in future.

Dated: January 9, 2025

Approved as to content for District:

Santa Maria Public Airport District

Martin Pehl  
Martin Pehl (Jan 15, 2025 14:26 PST)  
General Manager


Ignacio Moreno  
Ignacio Moreno (Jan 15, 2025 14:28 PST)  
Ignacio Moreno, President


Approved as to form for District:


DLG  
District Counsel


Steven Brown  
Steven Brown (Jan 15, 2025 14:31 PST)  
Steve Brown, Secretary





 Document e-signed by Steven Brown (sbrown@santamariaairport.com)  
Signature Date: 2025-01-16 - 0:02:32 AM GMT - Time Source: server- IP address: 172.56.122.217


 Document emailed to Martin Pehl (mpehl@santamariaairport.com) for signature  
2025-01-16 - 0:02:35 AM GMT


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 Agreement completed.  
2025-01-16 - 3:34:28 PM GMT