

**SPECIAL MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**

April 10, 2019 - 10:00 AM

**Board Room - Terminal Building
200 Fred Kane Drive, Suite 200
Monterey Regional Airport**

(Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the meeting. Thank you for your compliance.)

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS

Any person may address the Monterey Peninsula Airport District Board at this time. Presentations should not exceed three (3) minutes, should be directed to an item **NOT** on today's agenda, and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Though not required, the Monterey Peninsula Airport District Board appreciates your cooperation in completing a speaker request form available on the staff table. Please give the completed form to the Monterey Peninsula Airport District Secretary. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.)

E. REGULAR AGENDA - ACTION ITEMS

Adopt 1. [Resolution No. 1747, A Resolution Acknowledging Director Matthew E. Nelson's Service to the Monterey Peninsula Airport District](#)

F. CONSENT AGENDA - ACTION ITEMS

(The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.)

Approve 1. [Minutes of the Committee Meeting of the Budget and Finance Committee of March 11, 2019](#)

Approve 2. [Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of March 11, 2019](#)

Approve 3. [Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of March 11, 2019](#)

Approve 4. [Minutes of the Regular Meeting of March 13, 2019](#)

G. DEFERRED CONSENT AGENDA - ACTION ITEMS

H. REGULAR AGENDA - ACTION ITEMS

- Discussion 1. Establishing the Agenda Item Action Procedure
- Adopt 2. [Resolution No. 1745, A Resolution Authorizing a Professional Services Agreement with Tartaglia Engineering to Prepare Bid Specifications for Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration](#)
- Adopt 3. [Resolution No. 1746, A Resolution Authorizing a Contract with LSL, CPAs and Advisors, LLP for Professional Auditing Services](#)
- Approval 4. [Board Attendance at Future Conferences and Events](#)

I. ACCEPTANCE OF DEPARTMENT REPORTS

[\(The board receives department reports which do not require any action by the board\)](#)

J. BOARD COMMITTEE REPORTS

(Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234)

- a. Standing Committees:
 - i. Budget and Finance Directors Leffel & Sabo
 - ii. Air Service, Marketing, Community Relations Directors Cursio & Nelson
 - iii. Airport Property Development and Leases Directors Miller & Cursio
- b. Ad-Hoc Committees:
 - i. Local Jurisdiction Liaison Directors Leffel & Miller
- c. Liaison/Representatives:
 - i. Local Agency Formation Commission Director Leffel Alt: Sabo
 - ii. Regional Taxi Authority Director Leffel Alt: La Pier
 - iii. Transportation Agency for Monterey County Director Sabo Alt: Cursio
 - iv. Special Districts Association Liaison Director Miller Alt: Cursio
 - v. Association of Monterey Bay Area Governments Director Sabo Alt: Leffel

K. CLOSED SESSION

- 1. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as 2801 Monterey-Salinas Highway, Monterey, CA 93940.
- 2. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the property identified as 200 Fred Kane Drive, Suite 201, Monterey, CA 93940.

L. RECONVENE TO OPEN SESSION

M. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Fort Ord Reuse Authority Presentation on the Eastside Parkway Project (tabled until completion of EIR)*
- *AMBAG Ex-Officio Representation (planned to be discussed at AMBAG's April Executive Committee Meeting, did not have a quorum to meet in March)*

N. DISCUSSION OF FUTURE AGENDAS

(Any Board member may request the Board of Directors to instruct staff to report back to the Board at a future meeting concerning any matter or place a matter of business on a future agenda. Approval of such requests will be made by motion.)

O. ADJOURNMENT

AGENDA DEADLINE

All items submitted by the public for possible inclusion on the Board Agenda or in the Board packet must be received by 5:00 P.M. on the Friday before the first Wednesday of the month. This agenda is subject to revision and may be amended prior to the scheduled meeting. A final Agenda will be posted outside the District Offices in the Terminal Building at the Monterey Regional Airport 72 hours prior to the meeting.

Upon request and where feasible, the Monterey Peninsula Airport District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. To allow the District time within which to make appropriate arrangements, please submit a written request containing a brief description of the materials requested and preferred alternative format or auxiliary aid or service desired as far as possible in advance of the meeting. Requests should be sent to the District Secretary at 200 Fred Kane Drive, Suite 200, Monterey, California 93940.

RESOLUTION NO. 1747

A RESOLUTION ACKNOWLEDGING DIRECTOR MATTHEW E. NELSON'S SERVICE TO THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, Mr. Matthew E. Nelson was first elected as a Director of the Monterey Peninsula Airport District Board and assumed office on January 12, 2011; and subsequently reelected to serve two more consecutive terms in 2014 and 2018; and

WHEREAS, Director Nelson was born at the U.S. Naval Base at Subic Bay, Philippines, the son of career Naval Officers Captain Norman Nelson, MD, and Captain Deborah Nelson, RN, MSN; and

WHEREAS, Director Nelson's family relocated to Monterey County and he attended local schools including Robert Louis Stevenson School, Pebble Beach, and received his Bachelor of Arts Degree in Political Science from the University of California, Santa Barbara; and

WHEREAS, Director Nelson became enthralled with flight at a young age, learning to fly at Monterey Peninsula Airport, and obtaining his FAA Private Pilot license at the age of 22; and

WHEREAS, Director Nelson also became a FAA Certified Flight Instructor, sharing his flying passion by teaching numerous students to fly at Monterey Peninsula Airport; and helped over 20 students obtain either their Private Pilot or Commercial Pilot Licenses; and

WHEREAS, Director Nelson has over 8,000 flight hours, and obtained both his FAA Commercial Pilot License, and FAA Airline Transport Pilot License; and

WHEREAS, Director Nelson was a flight Captain with Mesa Airlines from 1997 to 2002, and a First Officer with Southwest Airlines flying the Boeing 737 from 2002 until his retirement in 2010; and

WHEREAS, Director Nelson successfully completed training and testing to obtain his Certified Member status through the American Association of Airport Executives (A.A.A.E.) in 2016; and

WHEREAS, Director Nelson during his tenure on Monterey Peninsula Airport District Board served twice as Board Chairman, and was instrumental in improving air service, converting the airport to solar power and greater energy conservation, helped obtain better airport instrument landing systems and procedures, and worked directly with commercial airline pilots to improve compliance with the District's noise abatement procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that Director Matthew E. Nelson has earned our respect, admiration and appreciation for his over eight years of service to our board, our airport and the community, and we extend to him our sincere best wishes for continued success in all future endeavors.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY
PENINSULA AIRPORT DISTRICT:** This 10th day of April 2019 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 10th day of April 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE BUDGET & FINANCE COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

March 11, 2019 - 8:30 AM - Administration Office Conference Room

A. CALL TO ORDER

Finance Committee Meeting of the Board of Directors was called to order at 8:30 AM. Director Leffel, Director Sabo and Executive Director La Pier and Deputy Executive Director of Finance and Administration Bergholz were present.

Presented the following documents to the Budget and Finance Committee members:

*January 2019 Financial Statements
January 2019 Financial Statement Variance Analysis
January 31, 2019 Accounts Receivable Aged Invoice Report
Professional Audit Services Request for Proposal Submissions*

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. FYTD 2019 Financial Statements

Reviewed overall financial performance of the airport as of January 31, 2019

January 2019 combined airport operating revenues are \$697.4K which is \$22.2K (3.3%) higher than budget (\$675.2K), and FYTD revenues are \$5.48M which is \$189.9K (3.6%) higher than budget (\$5.29M). The January favorable revenue variance is attributed to higher Terminal Concessions, Non-Aviation and Miscellaneous Other Operating revenues which offset lower Heavy General Aviation revenues. Commercial Aviation, General Aviation Landing Fees and Light General Aviation Rental revenues were materially on budget.

January operating expenses are under budget by \$4.3K (0.6%).

January's net favorable expenses variance resulted from the following: Salary & Wage and Employer Payroll Tax Expenses are \$1.6K higher than budget, Employer Benefit Expenses are lower than budget by \$4.7K, Personnel Related Expenses are lower than budget by \$1.0K, Business Related Expenses are lower than budget \$1.9K, Expendable / Consumable Supplies & Materials expenses are lower than budget by \$5.1K, Repair & Maintenance expenses are under budget by \$10.8K, Outside Services are under budget by \$3.4K, Professional Services are higher than budget \$9.2K. Marketing related expenses are higher than budget \$9.7K, Utilities expenses are over budget \$1.7K.

January FYTD Operating Expenses are \$4.72M which is \$250.9K lower than budget (\$4.97M). This favorable variance is attributed to lower expenses in most expense categories.

With higher than budget operating revenues and lower operating expenses, the January Operating Income is \$32.2K which is \$26.4K higher than budget (\$5.8K). FYTD operating income is \$707.2K which is \$439.8K or 164.5% higher than budget (\$267.4K).

Review 2. January 2019 Financial Statement Variance Analysis

Revenues:

- Landing Fees*
- Commercial Fuel Flowage Fees*
- Taxi Operator Permits & Trip Fees*
- TNC Permits & Trip Fees*
- Parking Concession*
- GA Fuel Flowage Fees*
- Miscellaneous Other Operating Revenue*

Expenses:

Finance & Administration:

- Art Program*
- District Legal Counsel*
- Human Resources*
- Marketing*
- Air Service Development*
- Utilities - Water*

Planning & Development:

- Salary & Wage Reimbursement*

Maintenance & Custodial Services:

- Salaries & Wages*
- Custodial Supplies & Materials*
- Airfield Repair & Maintenance*
- Landscape & Grounds Repair & Maintenance*
- Other / Contract Services*

Airport Operations:

- None*

Police Department:

- Personnel Recruitment & Pre-Employment Expense*

The Airport received a \$400 invoice from Cordico Psychological Corp for services related to an officer involved case occurring in September.

- Dental, Vision and Life*

Final adjustments to officer Dental, Vision and Life insurance were processed by the insurance provided.

ARFF / Fire Services:

None

Board of Directors:

Seminars & Conferences

Other Income and Expense:

*Grants – FAA
Passenger Facility Charges
Depreciation and Amortization Expense*

No additional questions on revenues or expenses.

Review 3. Accounts Receivable Aged Invoice Report / Cash Position Updated

The accounts receivable balance on January 31, 2019 is \$358K. This balance is 46.5% higher than the December 31, 2018 balance and 21.9% higher than the balance on January 31, 2018. The net accounts receivable balance over 60 days old on January 31, 2019 is a credit of \$2,213. This increase in accounts receivables is simply attributed to timing of collections.

The outstanding January accounts receivable balance on February 27, 2019 is \$113.4K. Included in this balance are airline and rental car related invoices totaling approximately \$45.4K, GSA/TSA invoice for \$9.9K, and several small invoices which are offset by several small customer prepayments.

Discussion 4. Audit RFP Responses

The Airport received 9 Professional Audit Services Request for Proposal (RFP) submissions and delivered them to the Finance Committee. Directors Leffel and Sabo scheduled a meeting on March 14, 2019 to review the RFP's and select firms for interviews. Audit firms will be notified, and interviews will be scheduled for March 28.

Review 5. City of Monterey Fire Contract and Staff Report

The City of Monterey Fire Contract and Staff Report were reviewed.

The next meeting was scheduled for April 8, 2019 at 10:00 AM. In the Administrative Conference Room.

E. ADJOURNMENT

The meeting adjourned at 12:15 PM.

Minutes Approved at the
Meeting of April 10, 2018

William Sabo, Chair

ATTEST

Michael La Pier, AAE
District Secretary

MINUTES OF THE AIR CARRIER SERVICE - MARKETING - COMMUNITY RELATIONS COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

March 11, 2019 - 1:00 PM - Administration Office Conference Room

A. CALL TO ORDER

The meeting was called to order at 1:03 PM. Director Nelson, Director Cursio and Executive Director La Pier were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. United Airlines Corporate Headquarters Visit

Executive Director La Pier recapped his recent visit to United Airlines corporate headquarters. He indicated he traveled to Chicago with Chris Chidlaw of Chidlaw Marketing. The meeting was in response to comments made by United representatives regarding the new Denver flights and a request for continued marketing assistance. La Pier indicated the overall tone of the meeting was positive and that United responded very well to the marketing support package that was presented by Chidlaw Marketing. That proposed package includes a sponsor opportunity with Big Sur International Marathon as well as significant enhancements to the social media strategy supporting the flights.

Director Cursio asked if United had made any indication about the flight's overall performance. La Pier responded that UA representatives stated the route was running slightly behind its comparable market comparison but not by an overly significant amount, perhaps 3 – 5 load factor percentage points. Yield was a discussion with United acknowledging that yield pressure was the result of fare pressure from San Jose. United did indicate that the advance bookings for the market were stronger than the comparable markets through the summer which was a very positive development. They also indicated the Monterey to Denver local traffic was exceeding expectation and asked that our marketing efforts be targeted at through the hub connecting traffic.

The Committee discussed various strategies for how that might be accomplished.

Discussion 2. American Airlines Dallas Service Update

Executive Director La Pier provided the Committee with a brief recap of the current planning for the inaugural Dallas-Ft. Worth on April 2nd.

Review 3. Passenger Comment Cards

The Passenger Comment card report was reviewed. No significant concerns were expressed.

Review 4. Noise Complaint Report

The Noise Complaint report was reviewed by the Committee.

Discussion 5. Schedule Next Meeting

Scheduling of the next meeting was deferred.

E. ADJOURNMENT

The meeting adjourned at 1:43 PM

Minutes Approved at the
Meeting of April 10, 2018

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE AIRPORT PROPERTY DEVELOPMENT & LEASES COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

March 11, 2019 - 2:00 PM - Administration Office Conference Room

A. CALL TO ORDER

The meeting was called to order at 2:02 PM. Director Cursio, Director Miller and Executive Director La Pier were in attendance.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. 4 Locals Extension

Executive Director La Pier provided the Committee with an update on the proposed lease extension for the Golden Tee Restaurant with 4 Locals, Inc. The proposed terms of the extension would allow the current operator to proceed with the sale of the business.

Director Miller asked about the terms of the agreement and the potential sale. La Pier indicated the terms included a monthly payment of 7.5% of gross receipts. No information was available from the current owner or their representative regarding the proposed sale price. Discussion was had regarding the business itself and it's previous performance. La Pier indicated the performance was consistent in terms of the information provided monthly. Gross sales have been very consistent for several years with very little variance.

General discussion was had regarding the next steps in the process. La Pier indicated he was scheduled to meet with the owners and their representative in the near future to start conversations toward the proposed extension.

Discussion 2. Borelli ENA

Executive Director La Pier informed the Committee of his intention to sign an extension of the now expired Exclusive Negotiating Agreement with Borelli Development for property on the northwest corner of the airport. The current ENA expired but the developer is interested in an extension to allow him to reconfigure his plan and proposed use. The extension would continue the exclusive negotiating arrangement through June 2019.

Director Miller asked what uses are being considered by Borelli. La Pier indicated the current plan was for commercial/industrial space, but Borelli has indicated that the cost of building versus the market based rent that could be generated was limiting the viability of the proposed project. Borelli indicated he might be in a better position to make the development work if an alternate use were considered. La Pier indicated his response to Borelli was he was free to propose any type of use for the redevelopment as long as that use was approved by the Board.

Director Cursio indicated his support for the extension as proposed. Director Miller indicated the same.

Discussion 3. Schedule Next Meeting

No meeting was scheduled.

E. ADJOURNMENT

The meeting adjourned at 2:52 PM.

Minutes Approved at the
Meeting of April 10, 2018

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

March 13, 2019 - 10:00 AM - Board Room

A. CALL TO ORDER/ROLL CALL

Chair Sabo called to order the Regular Meeting of the Board of Directors at 10:03 AM. Directors Cursio, Leffel and Miller were present. Director Nelson was absent. The following District Officers were present: Executive Director La Pier, District Counsel Huber, Acting District Secretary Auker and Deputy Executive Director Bergholz.

B. PLEDGE OF ALLEGIANCE

Director Miller led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Leffel noted that she needed to leave by 2:30 that afternoon.

Chair Sabo stated that Director Nelson was absent due to illness and Chair Sabo announced on his behalf that effective March 31, 2019 Director Nelson would resign from the Board of Directors of the Monterey Peninsula Airport District.

District Counsel Huber stated that the Board would have to decide upon the procedure in which they would fill the open seat of the Board of Directors. He stated that a discussion regarding this matter could be added to the Agenda because the item came to the attention of the Monterey Peninsula Airport District staff subsequent to the posting of the agenda for this March 13, 2019 Regular Meeting and that pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add this item to the Agenda.

Director Miller moved to add the discussion item to the Agenda. Director Leffel seconded the motion. The motion passed unanimously by a vote of 4-0. Discussion regarding procedure for filling vacancy on Board of Directors was added as Open Session Agenda Item Number G-4.

D. PUBLIC COMMENTS

Mike Dawson, member of the public, stated that a U2 flew over his house and he was thrilled to see it.

Marlana Brown, member of the public, complimented her recent experiences at the Monterey Regional Airport, including traveling on the United Denver flight and picking up and dropping off a rental car during the construction (repaving of Fred Kane Drive) in front of the terminal.

Matt Wright, Monterey Fuel Company General Manager, stated that Monterey Jet Center has entered into a comarketing partnership with WeatherTech Raceway Laguna Seca to address private aviation needs and potential promotions, mentioning that they recently passed out cookies to Indy Car drivers and pit crews on the track. He also stated that in regards to establishing minimum standards, he would support those efforts and believes that they would help the airport to have more control, could increase revenues and would protect the airport's mechanics. He stated that they have developed a notice for pilots regarding flight paths over the Pasadera neighborhood, including generic language that it is a noise-sensitive area, and feedback from pilots has been received mentioning that if they could, they would adhere to avoiding the area. Finally, in response to Mike Dawson's comment, he stated that the

pilot of the U2 sent him an amazing photo of the plane's wing tip at 80-90k feet with the entire coastline in the background. He encouraged everyone to come by the Jet Center to take a look at it.

Chair Sabo thanked Matt Wright for his help with noise issues. Director Miller thanked him for his assistance and support in planning the DFW inaugural celebration event on April 2, 2019.

E. CONSENT AGENDA – ACTION ITEMS

(The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.)

- Approve 1. Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of February 7, 2019
- Approve 2. Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of February 7, 2019
- Approve 3. Minutes of the Committee Meeting of the Budget and Finance Committee of February 11, 2019
- Approve 4. Minutes of the Regular Meeting of February 13, 2019
- Approve 5. Minutes of the Special Meeting of February 28, 2019
- Adopt 6. Ordinance No. 925, An Ordinance of the Monterey Peninsula Airport District Increasing Board Member Meeting Stipends in Accordance with Public Utilities Code Section 22407 and Water Code Section 20200

Director Cursio moved to approve Consent Agenda Items E-1 through E-6. Director Leffel seconded the motion. The motion passed unanimously by a roll call vote of 4-0.

ORDINANCE NO. 925

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT INCREASING BOARD MEMBER MEETING STIPENDS IN ACCORDANCE WITH PUBLIC UTILITIES CODE SECTION 22407 AND WATER CODE SECTION 20200

NOW, THEREFORE, the Board of Directors of the Monterey Peninsula Airport District DO ORDAIN as follows:

SECTION 1: Board Member Meeting Stipends. Pursuant to the authority granted by Public Utilities Code Section 22407, as amended on August 20, 2018, and Water Code Section 20200, Board Member meeting stipends may be increased by 5% per annum beginning in the year 2019 and every subsequent year thereafter by resolution of the Board.

This ordinance shall take effect on the 30th day after its adoption.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of March 2019 by the following roll call vote:

AYES:	DIRECTORS:	Cursio, Leffel, Miller, Chair Sabo
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

G. REGULAR AGENDA - ACTION ITEMS

Adopt 1. Resolution No. 1743, A Resolution Adopting Increased Meeting Stipends For 2019

District Counsel Huber presented Item G-1, stating that this proposed Resolution accompanies Ordinance No. 925 and allows Board Member stipends to increase by \$5 for the remainder of the calendar year.

Chair Sabo moved to adopt Resolution No. 1743. Director Miller seconded the motion. The motion passed unanimously by a roll call vote of 4-0.

RESOLUTION NO. 1743

A RESOLUTION ADOPTING INCREASED MEETING STIPENDS FOR 2019

WHEREAS, Public Utilities Code section 22407, as amended on August 20, 2018, authorizes Special Districts to increase the meeting stipend amount from \$100 per meeting by five percent per year; and

WHEREAS, the Board of Directors passed Ordinance No. 925 authorizing modifications to the meeting stipend consistent with Public Utilities Code section 22407; and

WHEREAS, in the coming years, the District will embark on several projects and programs which will require more participation from Board Members to effectively provide guidance and direction to staff.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that the Board authorizes a five percent increase in the meeting stipend for the 2019 calendar year effective upon passage of this Resolution. For all meetings occurring on or after the effective date of this Resolution, the stipend shall be \$105 per meeting.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of March 2019 by the following roll call vote:

AYES:	DIRECTORS:	Cursio, Leffel, Miller, Chair Sabo
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

Adopt 2. Resolution No. 1744, A Resolution of Intent of the Monterey Peninsula Airport District to Approve Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District - Finance Committee

Executive Director La Pier presented Item E-2, stating that this agreement is a result of over ten months of negotiations with the City of Monterey. He noted that this new five year agreement better reflects the cost of services for the District while maintaining the City's ability to provide services out of this station for the surrounding area.

Public Comment: Gaudenz Panholzer, Monterey Fire Chief, echoed Executive Director La Pier's statements and added that it was a good negotiating process and the agreement reflects the history between the Airport and Monterey Fire while redistributing the cost share. In his opinion it is a much-improved contract.

Director Leffel moved to adopt Resolution No. 1744. Director Miller seconded motion. The motion passed unanimously by a roll call vote of 4-0.

RESOLUTION NO. 1744

A RESOLUTION OF INTENT OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO APPROVE AGREEMENT TO PROVIDE FIRE SERVICES BETWEEN THE CITY OF MONTEREY AND THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, the Monterey Peninsula Airport District currently contracts with the City of Monterey for fire services at the Monterey Regional Airport; and

WHEREAS, the Monterey Peninsula Airport District appreciates the quality of fire service provided by the City of Monterey to the Airport and its patrons; and

WHEREAS, the current fire services agreement is set to expire on June 30, 2019; and

WHEREAS, representatives of City of Monterey and the Monterey Peninsula Airport District have met and renegotiated terms for a new agreement for continued fire service to be provided by the City of Monterey to the Monterey Peninsula Airport District; and

NOW, THEREFORE, BE IT RESOLVED, that the Monterey Peninsula Airport District hereby approves of the Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District, a copy of which is attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED THAT the Executive Director is authorized and directed to execute the attached Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of March 2019 by the following roll call vote:

AYES:	DIRECTORS:	Cursio, Leffel, Miller, Chair Sabo
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

Presentation 3. Planning Update on Dallas Inaugural Events

Chris Morello, Deputy Director of Strategy and Development, outlined the two events that would take place in celebration of the inaugural DFW flight. She stated that there would be a celebration for the passengers, which would take place at the gate, where there will be a ribbon-cutting ceremony, snacks, champagne and chocolates. The second event would be a cocktail reception that evening at Del Monte

Aviation for community members. This event would be to thank them for their support in gaining the service and to encourage their continued support in sustaining the flights. She further outlined event details and partners.

Public Comment: Mike Dawson, member of the public, stated that it is good news to another route option heading East, and that his invitation to the evening event must have gotten lost in the mail.

Discussion 4. Procedure for Filling Vacancy on Board of Directors (added during Communications)

District Counsel Huber presented Item E-4, outlining the different options that are available to fill the seat. He noted that if the Board decided to fill the vacancy by appointment, which would be the most cost-efficient option, it must be done within 60 days of the vacancy. He stated that this seat is still open to a member at large, but at the 2020 election, it would need to be filled by someone who resides in District 1.

Director Leffel moved to fill the vacancy by appointment. Director Cursio seconded the motion. The motion passed unanimously. Following the motion, the Board established a timeline for the appointment (see timeline below).

3/13/2019	Board Meeting to Determine to Appoint or Hold Special Election
4/1-22/2019	Advertise Vacancy in at least 3 locations for 15 days
4/22/2019 by 5:00 PM	Candidate Deadline to Apply
4/23-5/8/2019	Review Applications by Ad Hoc Committee (and Potentially Determine Who Should Be Interviewed If Substantial Number of Applications Received)
5/8/2019 at Regular Meeting of the Board of Directors, potentially starting the meeting at 9:00 AM	Board Meeting (60-Day Deadline to Appoint from Date Position Was Vacant) <ul style="list-style-type: none"> - Interview Candidates in Open Session - Select by Motion (and Second) and Adopt Resolution - Majority Vote of Remaining Board Members Required - Swearing in
Day of Appointment + 15 Days	Notify County Elections Office of Appointment (within 15 Days)

H. ACCEPTANCE OF DEPARTMENT REPORTS

(The board receives department reports which do not require any action by the board)

I. BOARD COMMITTEE REPORTS

(Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234)

- a. Standing Committees:
 - i. Budget and Finance Directors Leffel & Sabo
 - ii. Air Service, Marketing, Community Relations Directors Cursio & Nelson
 - iii. Airport Property Development and Leases Directors Miller & Cursio
- b. Ad-Hoc Committees:
 - i. Local Jurisdiction Liaison Directors Leffel & Miller
- c. Liaison/Representatives:

- | | | |
|-------------------------------------------------|-----------------|--------------|
| i. Local Agency Formation Commission | Director Leffel | Alt: Sabo |
| ii. Regional Taxi Authority | Director Leffel | Alt: La Pier |
| iii. Transportation Agency for Monterey County | Director Sabo | Alt: Cursio |
| iv. Special Districts Association Liaison | Director Miller | Alt: Cursio |
| v. Association of Monterey Bay Area Governments | Director Sabo | Alt: Leffel |

A break was taken from 12:15 PM until 12:20 PM.

J. CLOSED SESSION

The Board entered into Closed Session at 12:20 PM.

1. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as 2801 Monterey-Salinas Highway, Monterey, CA 93940.

K. RECONVENE TO OPEN SESSION

The Board returned to Open Session at 1:13 PM.

Chair Sabo stated that no reportable action was taken during Closed Session.

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Fort Ord Reuse Authority Presentation on the Eastside Parkway Project (tabled until completion of EIR)*
- *AMBAG Ex-Officio Representation (will be discussed at AMBAG's March Executive Committee Meeting, did not have a quorum to meet in February)*
- *Information Regarding Future Conferences for Board Attendance Approval (April)*

M. DISCUSSION OF FUTURE AGENDAS

- *Discussion Regarding Establishing the Agenda Item Action Procedure*

N. ADJOURNMENT

The meeting adjourned at 1:15 PM.

Minutes Approved at the
Meeting of April 10, 2018

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

AGENDA ITEM: H-2
DATE: April 10, 2019

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
Chris Morello, Deputy Director of Strategy and Development
SUBJ: Resolution No. 1745, Authorizing a Professional Services Agreement with Tartaglia Engineering to Prepare Bid Specifications for an Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration

BACKGROUND. On December 12, 2018 the Board adopted Resolution 1733 approving Submission of FY 2019-2024 Airport Capital Improvement Plan (ACIP), its annual five-year Airport Capital Improvement Plan (ACIP), which included the Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration at the Monterey Regional Airport (Airport).

Airport Staff solicited for Statements of Qualifications (SOQs) from qualified firms interested in providing on-call professional Consulting Services of one or more qualified firms and/or individuals for a three-year period. Services were divided into two different disciplines: 1) Engineering Services, and 2) Environmental Natural-Cultural Resources. Respondents were invited to respond to either, or a combination of disciplines.

Tartaglia Engineering was determined to be the most suited Engineering Firm to prepare the Bid Specifications for this Project.

The Airport has routinely accomplished the design for construction projects ahead of receipt of an actual construction grant. When the construction grants are offered to the District, the funding includes a reimbursement, as project formulation costs, for the design services. The FAA refers to this system as “based on bids.” The Airport, of necessity, must get each construction project designed at its own cost initially, go out to bid, and present the results of the bidding process to the FAA in July 2019.

Given the timing of the FAA grant process, the scope of the proposed contract is limited to the design and bidding process in a not-to-exceed cost of \$1,056,142.00

When a grant is received, Staff will provide a second notice-to-proceed for the engineering services required during construction (e.g., inspections, project management, final report documentation, as-built preparation, etc.)

SCOPE OF WORK. The Airport is seeking federal funds to restore the surface of the infields between Runway 10R-28L and address any grade differential on both the north and south parallel taxiways. In addition, the effort includes the removal of connecting Taxiway “E”, the reconfiguration of connecting Taxiway “F”, and a southerly shift of a portion of parallel Taxiway “A”. Through the infield grading and re-surfacing effort, the project will enhance safety by minimizing the generation of FOD presently attributed to the aging chip seal surface course, as well as reduce the ponding water/wildlife attractant attributes of the older, irregular surfacing. The taxiway removal and reconfiguration efforts are focused on eliminating non-standard configuration and increases the separation distance on the connecting taxiways.

This Phase 1 effort includes the following, to occur between Runway 10R-28L, and the parallel taxiways:

- Remove non-standard portion of Taxiway “E”.
- Relocate and reconfigure new a connection to Taxiway “F”.
- Drainage system modifications along the south side of Taxiway “A” and east of Taxiway “F”.
- Pavement marking revisions for Taxiway “A” and the adjacent vehicle access road.
- Re-grade and apply chip seal surfacing to infield Areas B-1, B-6, C-1, C-2, C-3, C-4, C-5, & C-6.
- Airfield electrical system revisions to accommodate new taxiway configurations: lights signs.
- Pavement marking revisions.

A Notice to Proceed (NTP) will be issued for each of the two Tasks as outlined in the Scope of Work.

BUDGET EFFECT. The source of funding to commence design is the General Fund. There will be an initial cost impact to District General Fund revenues until a grant based on bid in-hand is received.

SOURCE OF FUNDS. Subsequent to the conclusion of the bidding process for construction, it is anticipated that the District will receive a grant offer from the FAA. The FAA AIP grant application will provide a FAA 90.66% share of the estimated funding costs (Airport Improvement Program) and a 9.34% District share (Passenger Facility Charges).

IMPACT ON OPERATIONS. There will be no impacts on Airport operations occasioned by the design process.

SCHEDULE. The bid specification preparation is anticipated to begin immediately. Bids are anticipated to be in-hand on or around July 30, 2019.

CONTINGENCY. None. The fees in the professional services agreement with Tartaglia Engineering. are “not to exceed.”

RECOMMENDATION. Adopt Resolution 1745, Authorizing a Professional Services Agreement with Tartaglia Engineering to Prepare Bid Specifications for Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration.

ATTACHMENTS.

Resolution No. 1745
Tartaglia Engineering Contract

RESOLUTION NO. 1745

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TARTAGLIA ENGINEERING TO PREPARE BID SPECIFICATIONS FOR INFIELD SAFETY AREA REHABILITATION PART A AND TAXIWAY RECONFIGURATION

WHEREAS, the Monterey Peninsula Airport District (MPAD) has previously submitted an Airport Capital Improvement Program (ACIP) for FY 2019 - 2024; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) have indicated a willingness to fund the Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration, based on actual bids in Federal Fiscal Year 2019; and

WHEREAS, bids are anticipated to be received no later than July 30, 2019 and a subsequent grant application will be submit soon thereafter to the FAA; and

WHEREAS in order to provide such documentation to the FAA, bid documents and preliminary engineering must occur;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Tartaglia Engineering for preliminary engineering and design of the Infield Safety Area Rehabilitation Part A and Taxiway Reconfiguration, including development of plans, specifications and working details in an amount not-to-exceed \$1,056,142.00.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 10th day of April 2019, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 10th day of April 2019

William Sabo, Chairman

ATTEST

Michael La Pier, AAE
District Secretary

MONTEREY REGIONAL AIRPORT
PROFESSIONAL SERVICES AGREEMENT WITH TARTAGLIA ENGINEERS CORP.
TO PROVIDE ENGINEERING SERVICES FOR
INFIELD SAFETY AREA REHABILITATION PART A AND TAXIWAY RECONFIGURATION

This Agreement for Professional Services ("Agreement") is made and entered into effective this 10th day of April 2019 by and between the Monterey Peninsula Airport District, a California Special District ("District"), and Tartaglia Engineering ("Consultant").

WHEREAS, Consultant represents that Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as are hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

The project contemplated and the Consultant's services are described with detailed fee breakdown in Exhibit "A," attached hereto and incorporated herein by reference.

2. Completion Schedule.

Consultant shall provide an individual schedule for completing the consulting services described in Exhibit "A," subsequent to receipt of a Notice To Proceed (NTP) (refer to Paragraph 22). The time for completion of this project is exclusive of governmental reviews, approvals, and/or delays.

3. Compensation.

District hereby agrees to pay Consultant for services rendered to District pursuant to this Agreement in an amount not-to-exceed the amount indicated in the payment schedule, and in the manner indicated and in accordance with, Exhibit "A", Scope of Services.

The consultant shall be paid for authorized and satisfactorily completed services on a time and materials fee basis with a total not-to-exceed fee as identified below.

TASKS	TOTAL FEE
1. Preliminary Engineering, Design and Bid Assistance	\$ 320,429.00
2. Construction Management, Project Completion	\$ 735,713.00
TOTAL FEE NOT-TO-EXCEED	\$1,056,142.00

4. Billing.

Consultant shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing Consultant's services and fees for the period covered by the invoice. Except as specifically authorized by District, Consultant shall not bill District for duplicate services

performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- (a) a brief description of services performed;
- (b) the date the services were performed;
- (c) the percentage of work completed in each category of work;
- (d) total invoice costs;
- (e) remaining budget balance; and
- (f) Consultant's signature.

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 hereof.

All such invoices shall be in full accord with any and all applicable provisions of this Agreement.

District shall make payment on each such invoice within forty-five (45) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, District shall not be obligated to process any payment to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services.

It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "A." The parties have listed those additional consulting services which could be anticipated at the time of the execution of the Agreement as shown in Exhibit "A." If additional services are requested by District, Consultant shall advise District in writing of the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until District has determined that such service is beyond the scope of the basic services to be provided by Consultant, is required, and has given District's written authorization to perform. Written approval for performance and compensation for additional services may be granted by the District's Executive Director.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this Agreement and shall be subject to all of the provisions of this Agreement.

6. Additional Copies.

If District requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and District shall compensate Consultant on a time and materials basis.

7. Responsibility of Consultant.

(a) By executing this Agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and warrants to District that Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide District the services contemplated under this Agreement and that

District relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and warrants that Consultant shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations and provide professional advice and recommendations regarding the project for which the services are rendered under this Agreement.

(b) Consultant shall assign a single project director to have overall responsibility for the execution of this Agreement for Consultant. Sherman Low is hereby designated as the Principal-In-Charge for Consultant. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of District's Senior Project Manager, Planning & Environmental.

8. Responsibility of District.

To the extent appropriate to the project contemplated by this Agreement, District shall:

(a) Assist Consultant by placing at Consultant's disposal all available information pertinent to the project, including but not limited to, previous reports and any other data relative to the project. Nothing contained herein shall obligate District to incur any expense in connection with field labor, tasks, materials, signage, and equipment, and completion of studies or acquisition of information not otherwise in the possession of District.

(b) Make provision for Consultant to enter upon public and private property as required by Consultant to perform Consultant's services.

(c) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(d) Chris Morello, Deputy Director Strategy and Development, shall act as District's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define District's policies and decisions with respect to the materials, equipment, elements and systems pertinent to Consultant's services. District may unilaterally change its representative upon notice to Consultant.

(e) Give prompt written notice to Consultant whenever District observes or otherwise becomes aware of any defect in the project.

(f) Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release.

Acceptance by District of the work performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to

any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, Consultant's employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

11. Insurance.

(a) Consultant, and any subconsultants, shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of Consultant, Consultant's agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(b) Consultant shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Workers Compensation..... Full Liability Coverage

Professional Errors and Omissions..... \$1 million (no more than \$25,000 deductible)

Consultant shall not disclaim responsibility or avoid liability for the acts or omissions of Consultant's subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement.)

(c) With the exception of workers compensation and professional errors and omissions insurance, each insurance policy affording coverage to Consultant shall name District, its officers, employees, agents, and representatives as additional insureds and shall stipulate that the policy will operate as primary insurance for the work performed and that no other insurance maintained by District, its officers, employees, agents, or representatives will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to District, its officers, employees, agents, or representatives.

(d) All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

(e) All insurance companies affording coverage shall provide not less than thirty days written notice by certified or registered mail to District should any policy be cancelled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation. A statement on the insurance certificate to the effect that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of this subsection. Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

(f) Consultant, and any subconsultants, shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to District's Risk Manager, concurrently with the submittal of this Agreement. Each insurance certificate shall also state the unpaid limits of the policy.

(g) Consultant, and any subconsultants, shall provide a substitute certificate of insurance no later than thirty days prior to the expiration date of any required policy. Failure by Consultant and/or subconsultants to provide such a substitution and extend the policy expiration date shall be considered a default by Consultant.

(h) Maintenance of insurance by Consultant as specified in this Agreement shall in no way be interpreted as relieving Consultant of any responsibility whatsoever and Consultant may carry, at Consultant's own expense, such additional insurance as Consultant may deem necessary or desirable.

12. Access to Records.

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to the work performed for District under this Agreement on file for at least three years following the date of final payment to Consultant by District. Any representative of District shall be provided with access to such records for the purpose of inspection, audit, and copying at all reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities for such access and inspection.

13. Assignment.

It is recognized by the parties hereto that a substantial inducement to District for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by Consultant without express written approval of District.

14. Changes to Scope of Work.

District may at any time and, upon a minimum of ten days written notice, seek to modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "B" of this Agreement. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute notice to Consultant to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations.

Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and District laws and any rules or regulations promulgated thereunder.

16. Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, Consultant's employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Exhibits Incorporated.

All exhibits referred to in this Agreement are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and of any of the terms of any exhibit to this Agreement, the terms of this Agreement shall control the respective duties and liabilities of the parties hereto.

18. Independent Contractor.

It is expressly understood and agreed that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of District. Consultant shall refrain from representing, at any time or in any manner, that Consultant is an employee or agent of District.

19. Integration and Amendment.

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to any matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by all parties hereto.

20. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this Agreement shall be in the State of California in the County of Monterey.

21. Severability.

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect.

22. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein as identified in each portion of said phase, as identified in Exhibit A. District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently

proceed with the work authorized and complete it within the agreed time period specified in said notice.

23. Ownership of Documents.

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to the work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which such materials were prepared

24. Subcontractors.

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

25. Termination.

(a) District may, for any reason whatsoever, upon written notice to Consultant, terminate this Agreement. Upon termination Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "B," except that in the event of termination by District for Consultant's default, District shall deduct from the amount due Consultant the total amount of additional expenses incurred by District as a result of such default. Such deduction from amounts due Consultant is made to compensate District for its actual additional cost incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay District the full amount of such expense.

(b) In the event that this Agreement is terminated by District for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by District; and

(2) Deliver to District all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or District in connection with this Agreement. Such material shall be delivered to District whether in completed form or in process; however, notwithstanding the provisions of Section 23 above, District may condition payment for services rendered to the date of termination upon Consultant's delivery to District of such material.

(c) In the event that this Agreement is terminated by District for any reason, District is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

(d) The rights and remedies of District and Consultant provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

26. Audit and Examination of Accounts.

(a) Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep, accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

(b) Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

(c) Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this Agreement to District and any government entity (including, but not limited to, the County of Monterey, the State of California and the federal government) which provides support funding for this project.

(d) All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three years after final resolution of such disputes, litigation, appeals, or claims.

(e) Consultant hereby agrees to include the requirements of subsections (a) through (d) above in any and all contracts with assignees or consultants under this Agreement.

27. Notices.

(a) Written notices to District hereunder shall, until further notice by District, be addressed to:

Chris Morello, Deputy Director Strategy and Development
Monterey Regional Airport
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

(b) Written notices to Consultant shall, until further notice by Consultant, be addressed to:

John Smith, P.E.
Tartaglia Engineering
7360 El Camino Real, Suite # E
Atascadero, California 93422

(c) The execution of any such notices by the District shall be effective as to Consultant as if it were by resolution or order of District's Board of Directors.

(d) All such notices shall either be delivered personally, or shall be deposited in the United States mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

28. Nondiscrimination.

During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.

29. Conflict of Interest.

Consultant warrants and declares that Consultant presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be retained or employed. In the event that any conflict of interest should nevertheless hereafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that District may determine whether to terminate this Agreement.

30. Headings.

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

32. Multiple Copies of Agreement.

Multiple copies of this Agreement may be executed but the parties agree that the copy on file in the office of the District is the version that shall take precedence should any differences exist among counterparts of the documents.

33. FAA Requirements.

Contractor agrees to observe the provisions of the Standard Requirements attached hereto as Exhibit "C" and made a part hereof.

34. Completion Schedule for Performance of Scope of Services.

Time shall be of the essence on the Agreement and on each and every covenant and condition hereof. Consultant shall be responsible for all expenses for the selection and employment of such staff as will enable Consultant to perform its services diligently and skillfully in order to complete the stated services in an expeditious manner and in accordance.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

MONTEREY PENINSULA AIRPORT DISTRICT:

CONSULTANT:

Michael La Pier, AAE
Executive Director

John Smith, PE
Principal
Tartaglia Engineering

APPROVED AS TO FORM:

Scott Huber,
District Counsel

Attachments:

- Exhibit A - Scope of Services, consisting of **thirteen [13] pages**.
- Exhibit B - Additional Services, consisting of one [1] page.
- Exhibit C – FAA Requirements, consisting of twelve [12] pages.

SCOPE OF THE PROJECT

The Infield and Taxiway Improvements Project, Phase 1, is the first of two phases of airport rehabilitation and improvement focused on regrading and restoring the surfacing of the infields between Runway 10R-28L and both the north and south parallel taxiways. In addition, the effort includes the removal of connecting Taxiway “E”, the reconfiguration of connecting Taxiway “F”, and a southerly shift of a portion of parallel Taxiway “A”. Through the infield grading and re-surfacing effort, the project will enhance safety by minimizing the generation of FOD presently attributed to the aging chip seal surface course, as well as reduce the ponding water / wildlife attractant attributes of the older, irregular surfacing. The taxiway removal and reconfiguration effort is focused on eliminating a non-standard configuration and increases the separation distance on the connecting taxiways.

This Phase 1 effort includes the following, to occur between Runway 10R-28L, and the parallel taxiways:

- Remove non-standard portion of Taxiway “E”.
- Remove and reconfigure new connecting Taxiway “F”.
- Drainage system modifications along the south side of Taxiway “A” and east of Taxiway “F”.
- Pavement marking revisions for Taxiway “A” and the adjacent vehicle access road.
- Re-grade and apply chip seal surfacing to infield Areas B-1, B-6, C-1, C-2, C-3, C-4, C-5, & C-6.
- Airfield electrical system revisions to accommodate new taxiway configurations: lights & signs.
- Pavement marking revisions.

Elements of construction necessary to accomplish the upgrades include the following, at a minimum:

- Construction site environmental management.
- Removal through a recycle effort existing asphalt pavement / aggregate base and chip seal sections.
- Earthwork and subgrade preparation.
- Trenching, backfill, and compaction.
- Storm drainage improvements including removals and installations.
- Electrical conduit and conductor, edge lights and guidance signs.
- Aggregate base and hot-mix asphalt pavement.
- Chip-seal surfacing.
- Pavement marking removals and installations.

Proposed improvements are clearly presented on Exhibit 1C of the Environmental Assessment entitled “Proposed Infield and Taxiway Improvements Project”, prepared by Coffman Associates.

The project is to be funded, in part, through a grant from the FAA, anticipated to be a 2019 FY grant, issued in August or September, to include:

- Construction of Phase 1 improvements.
- Design of Phase 1 improvements (reimburse District).
- Construction administration, inspection, and materials testing.
- District administration and project support.

The Phase 1 Construction Cost Estimate is \$7.0 million dollars.

SCOPE OF SERVICES: Preliminary Engineering, Design & Bidding, Construction, and Completion Phases

Services to be provided by the Tartaglia Engineering may include, but not necessarily be limited to, the following:

Preliminary Engineering Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
 - Establish goals and objectives for the work.
 - Identify all deliverables.
 - Establish timeline for project milestones.
 - Gain an understanding of District bidding procedures.
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Establish construction constraints relative to circulation patterns.
 - Establish calendar, daily, and weekly work-window constraints.
 - Provide minutes from the kick-off meeting.
- C. Inventory of existing facilities and conditions, including a review of all District-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- D. Perform a geotechnical investigation, lab analysis, and preparation of a report of findings and design recommendations. Secure ten (10) borings documenting the in-place quality and integrity of existing structural sections and native subgrade soils. Characterize the material establishing optimum moisture, plasticity index, and California Bearing Ratio (CBR) for three (3) samples. Provide a detailed report identifying the suitability of material for use in support of proposed improvements.
- E. Perform a field topographic survey of the project area. Using existing datum, establish local project survey control, and generate a topographic survey that identifies all existing improvements within project limits, and characterizes the surface grades, slopes, and cross-slopes for paved and graded surfaces. “Dip” manholes and catch basins to establish pipe size, direction, and invert elevations.
- F. Prepare a preliminary summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.
- G. The following deliverables are due during and before the conclusion of the Preliminary Phase:
 - Paper and electronic file copy of the geotechnical report.
 - Paper and electronic file copy of the topographic survey.
 - Summary report of project approach.
 - Proposed phasing.
 - Preliminary construction cost estimate.

Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum:
- Cover sheet with project description, sheet schedule and approval blocks.
 - Project layout plan identifying project elements relative to overall airport facilities.
 - Project phasing plans.
 - Demolition and construction plans, to-scale, including grading and drainage, paving, marking, and electrical.
 - Water Pollution Control Drawings.
 - Sections and Profiles: taxiways, infield areas, and storm drains.
 - Details.
 - Geotechnical data.

Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

- C. Prepare specifications and contract documents to include the following, at a minimum:
- Notice Inviting Sealed Bids.
 - Bid Proposal.
 - Contract.
 - General Provisions.
 - Special Provisions.
 - Technical Specifications.
 - Geotechnical Report.
 - Federal Assurances.
 - Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

- D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 75% complete plan-set. Submit the completed CSPP with the 95% complete plans. Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.
- E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:
- Construction approach.
 - Proposed phasing and duration of construction.
 - Availability of construction materials.
 - Project packaging and bidding.
 - Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
 - FAA pavement design program run.
 - Construction cost estimate reflective of the completed construction documents.
- F. Coordinate and provide assistance in securing FAA review and approval of the design.

- G. Perform all final revisions to plans and specifications based on input and review by the District, FAA, and any other agency or entity that has an interest and has provided review comments to the documents. and FAA.
- H. The following deliverables are due during and before the conclusion of the Design Phase:
- Electronic file copy and five (5) paper copies of the approved plans.
 - Electronic file copy and five (5) paper copies (1 unbound) of the approved specifications.
 - Separate electronic file copy and five (5) paper copies of the CSPP.
 - Electronic file copy and three (3) Engineer's Design Reports.

Bidding Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and take notes at the Bid Opening. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.
- I. The following deliverables are due during and before the conclusion of the Bidding Phase:
- Pre-Bid Conference agenda and minutes.
 - Addenda as necessary.
 - Excel file copy of detailed line-item bid summary of all bids received.
 - Letter summary of bid process, review of bids received, and recommendation for award of contract.

Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
- Part One to include general discussion about scope, phasing and sequencing, impacts to circulation around the airport.
 - Tenants and users invited to Part One.
 - Part Two to include detailed discussion about mechanics of project completion.
- C. Construction contract management:
- Assist District in the preparation of contracts.
 - Active communication between all parties of interest including the District, contractor, and tower. Provide project updates and advance scheduling information in a format suitable for District dissemination to airlines, FBO's, and other parties of interest.
 - Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Support the District and contractor in management of construction site stormwater management responsibilities including completion of a Storm Water Pollution Prevention Plan (SWPPP), securing the Waste Discharge Identification Number (WDID), paying permit fees, progress and annual reporting during the construction period, and securing state final acceptance of the site along with receipt of a Notice of Termination (NOT).
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review including processing of airfield electrical and pavement mix designs to FAA for their review and concurrence.
 - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
 - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
 - Preparation and submission of the FAA's weekly Construction Progress and Inspection Report, with photo attachment.
 - Periodic general and subcontractor employee interviews for verification of Davis-Bacon compliance.
 - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District and FAA approval of same.
 - Review and approval of contractor periodic progress payments.
 - Receive, document, and verify DBE levels of participation.
 - Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
 - Participate in Preliminary Final and Final inspections. Prepare and distribute Punch List.
 - Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.

D. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through 'look-ahead' tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.
 - Lighting, delineation, and FOD check.
 - Perimeter security issues, gate access protocol, badging and escorts.
 - Identify expectations for performance.
- Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions (twice each shift).
 - Men and equipment.
 - Work accomplished.
 - Materials delivered.
 - Materials testing.
- Scheduling and coordination of all construction materials testing for Quality Assurance.
- Daily updates to ATCT.
- Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
- Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
- Photo documentation of all activities.
- Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals.
- Review contractor-prepared "As-Built" marked up drawings.
- Document contractor performance relative to construction site storm water management.
- Establish individual pay items quantities through field measurement or from material delivery tickets.
- Complete contractor compensation adjustment worksheets based on performance.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

E. Survey – Control:

- Provide control in the field for contractor use.
- Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
- Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys.
- Blue-top verification of finished aggregate base grade.

F. Construction materials testing:

- Embankment and subgrade preparation.
- Trench backfill.
- Aggregate sub-base and base.
- Hot-mix asphalt pavement.
- Portland cement concrete slumps and cylinders or beams.
- Active participation and support in asphalt pavement test strips.

Completion Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With Inspector input, revise electronic file version of the project plans to reflect the completed project.
- D. Complete all state documentation including fees, and secure a project Notice of Termination (NOT).
- E. Assure complete contractor vacation of the airport and yard, returning all security badges, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- F. Confirm receipt of all O&M manuals, contractor close-out submittals.
- G. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- H. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the District for signature and processing to the FAA.
- I. Provide final accounting documentation for the contractor and professional support team. Provide documentation to District in support of either a grant amendment or de-obligation of unused grant funds.
- J. The following deliverables are due at the conclusion of the Completion Phase:
 - Final Engineer's Report.
 - Project accounting including final contractor pay quantities and balancing change order.
 - Project photos.
 - All materials testing results.
 - As-Built plans.
 - Material submittals.
 - All weekly progress reports.
 - All daily construction inspection reports.
 - Results of all payroll interviews.
 - Documentation regarding final pay to all DBE's.
 - O&M Manuals and other close-out submittals.
 - Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals to plans, specifications, and reports.

The topographic survey generated for this project will be prepared by Matthew Cunningham, a California registered land surveyor (L 8120).

The geotechnical investigation and report of findings and recommendations will be professionally represented by Mr. Fred Potthast, a California registered engineering geologist (GE 2369).

TIME FOR PERFORMANCE

Tartaglia Engineering, together with Earth Systems Pacific and Associated Traffic Safety, will complete the work of this contract within 100 calendar days, after receipt of a written Notice to Proceed from the District.

CONSULTING TEAM

Tartaglia Engineering will be supported by the following firms in the areas indicated:

Geotech Invest., Analysis, Findings & Recommendations:

Perform up to 10 individual borings, secure samples, process through the lab to characterize the in-place condition of native soils within the project footprint. Generate a report of findings and design recommendations.

Earth Systems Pacific,
Hollister / Salinas

Night Operations Lighting and Delineation:

Night operations assistance (design surveying, geotechnical investigation) by providing night work-area lighting and delineation.

Associated Traffic Safety,**
Atascadero

** Associated Traffic Safety is a certified Disadvantage Business Enterprise (DBE)

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the preliminary or design phase of project development, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering, together with Earth Systems Pacific, are available to provide additional services as needed, at the request of the District. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Fee Schedules for Tartaglia Engineering and Earth Systems Pacific, or additional services can be procured through fee estimates based on District-prepared scope of work summaries.

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

Principal-in-Charge.....	\$148.00 per hour
Licensed Civil Engineer.....	\$136.00 per hour
Licensed Land Surveyor	\$131.00 per hour
Project Manager	\$113.00 per hour
Engineer Technician	\$98.00 per hour
Environmental Coordinator / CPESC	\$98.00 per hour
Draftsman.....	\$86.00 per hour
Engineering Aide	\$71.00 per hour
Clerical.....	\$57.00 per hour
Professional Travel Time.....	\$90.00 per hour
Inspector: Day, Straight Time.....	\$119.00 per hour
Day, Overtime.....	\$144.00 per hour
Night, Straight Time	\$132.00 per hour
Night, Overtime.....	\$155.00 per hour
(Minimum night shift = 4 hours)	
Survey Party: One Man (with robotic).....	\$195.00 per hour
Two Man	\$245.00 per hour
Three Man	\$271.00 per hour

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.55 per mile
Per diem	\$150.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Hourly Rates subject to review and possible change after December 31, 2019

Exhibit C – Federal Equipment Acquisition Contract Provisions

a. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

b. BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

c. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

d. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

e. TITLE VI SOLICITATION NOTICE:

The **Monterey Peninsula Airport District** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

f. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 45 days from the receipt of each payment the prime contractor receives from subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within 45 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Monterey Regional Airport. This clause applies to both DBE and non-DBE subcontractors.

g. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

h. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

i. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

j. RIGHTS TO INVENTION

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

k. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must

require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

I. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

m. Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National

Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

n. COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

o. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

p. DAVIS BACON

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) include tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, then Respondent will be required to comply with the Davis Bacon prevailing wage requirement and it will be included in the Professional Services Agreement.

q. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

r. AFFIRMATIVE ACTION -49 USC § 47123

Respondent's Obligation

Respondent will assure that no person is excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including leases covered by 49 CFR 23 on the grounds of race, color, national origin or sex. Failure to make full disclosure as required above may result in disqualification of proposal or, if discovered after award, in termination of aforementioned agreement.

s. EQUAL OPPORTUNITY

Equal Employment Opportunity Policy Statement

The Monterey Peninsula Airport District is committed to equal employment opportunity and requires that its agents, lessees and others doing business with the Airport adhere to Title VI of the Civil Rights Act of 1964, as amended, and any other applicable Federal and State laws and regulations hereinafter enacted.

t. NON-SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

u. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under

40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

v. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- c) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- d) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- e) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- f) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such

completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

w. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

x. CONTRACT WORKHOURS AND SAFETY STANDARDS

Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

y. CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

z. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

aa. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

bb. DRUG FREE WORKPLACE

Government-wide Requirements for Drug-free Workplace –49 CFR Part 29 requires that the Respondent has full responsibility to monitor compliance to the referenced statute or regulation.

AGENDA ITEM: H-3
DATE: April 10, 2019

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Authorizing a Contract with LSL, CPAs and Advisors, LLP for Professional Auditing Services

BACKGROUND. The Monterey Peninsula Airport District (MPAD) issued a Request for Proposal 2019-01 (RFP) for Professional Auditing Services on January 18, 2019. Proposals were due by 4:00 p.m., P.S.T. on March 4, 2019.

Nine (9) firms submitted qualifications/proposals and are listed below in alphabetical order:

Brown & Armstrong, LLP
Certified Public Accountants
4200 Truxtun Ave #300
Bakersfield, CA 93309

Hayashi & Wayland, LLP
Accounting & Consulting
1188 Padre Drive, Suite 101
Salinas, CA 93901

James Marta & Co., LLP
Certified Public Accountants
701 Howe Avenue, E3
Sacramento, CA 95825

JJACPA, Inc.
7080 Donlon Way, Suite 204
Dublin, CA 94568

LSL, CPAs and Advisors LLP
2151 River Plaza Dr., Suite 150
Sacramento, CA 95833

Maze and Associates
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

Nigro & Nigro, PC
25220 Hancock Ave Ste 400
Murrieta, CA 92562

Pun Group Accountants and Advisors, LLP
200 E. Sandpoint Ave., Suite 600
Santa Ana, CA 92707

Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants
260 Sheridan Avenue, Suite 440
Palo Alto, CA 94306-2011

STAFF ANALYSIS. The submissions were first reviewed for responsiveness. All were found to be responsive to the District's RFP.

Each firm's submission was then independently evaluated by the members of the Finance Committee Directors and Staff. The evaluations were based on and scored using the following criteria:

1. Mandatory Elements
 - a. The audit firm is independent and licensed to practice in California.
 - b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.

- c. The firm has no conflict of interest with regard to any other work performed by the firm for the Airport.
 - d. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.
 - e. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
2. Expertise and Experience
- a. The firm's past experience and performance on comparable government engagements.
 - b. Managing Partners industry audit experience.
 - c. The firms past experience and performance with single audits.
 - d. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. Audit Approach:
- a. Adequacy of proposed staffing plan for various segments of the engagement.
 - b. Adequacy of sampling techniques.
 - c. Adequacy of analytical procedures.
4. Price
- Cost will not be the primary factor in selection of an audit firm.

The firms RFP submissions responses were evaluated and ranked and in order shown below.

- 1 - LSL, CPAs and Advisors, LLP
- 2 - Brown & Armstrong, LLP
- 3 - Pun Group Accountants and Advisors, LLP
- 4 - Vavrinek, Trine Day and Co., LLP
- 5 - James Marta & Co., LLP
- 6 - Maze and Associates
- 7 - Hayashi & Wayland, LLP
- 8 - Nigro & Nigro, PC
- 9 - JJACPA, Inc.

The top three (3) firms (LSL, CPAs and Advisors, Brown & Armstrong and Pun Group Accountants and Advisors) were scheduled for interviews.

On Thursday, March 28, 2019, a panel composed of the Director Leffel, Director Sabo (Panel) interviewed representatives from each firm. The firms were asked to present their audit team, services and audit approach based on the evaluation criteria, followed by questions from the Panel.

All three firms are professional and technically competent; however, LSL, CPAs and Advisors has more airport and special purpose government experience, and fees were more competitive (see below).

<u>Audit for:</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
LSL, CPAs and Advisors	\$38,790	\$39,566	\$40,358
Pun Group Accountants & Advisors	\$43,000	\$43,860	\$44,737
Brown & Armstrong	\$45,500	\$45,000	\$45,000

At the conclusion of the interviews, the Panel recommends LSL, CPAs and Advisors. Staff will request a professional services agreement from LSL, CPAs and Advisors for review by District Counsel upon Board of Directors approval of Resolution No. 1746.

SCHEDULE. Upon execution of LSL, CPAs and Advisors' service agreement field work dates will be coordinated and scheduled by Staff and the audit firm.

IMPACT ON OPERATIONS. None.

IMPACT ON OPERATING REVENUE. None.

OPERATING BUDGET IMPACT. None. Operating Plan for FY 2019 is \$38,790.

CAPITAL BUDGET IMPACT. None.

CONTINGENCY. None.

STRATEGIC PLAN. Not Applicable.

RECOMMENDATION. Adopt Resolution No. 1746, authorizing the Executive Director to enter into a contract with LSL, CPAs and Advisors LLP for Professional Audit Services for fiscal year 2019, 2020 and 2021.

ATTACHMENTS.

Resolution No. 1746

RESOLUTION NO. 1746

A RESOLUTION AUTHORIZING A CONTRACT WITH LSL, CPAs AND ADVISORS, LLP FOR PROFESSIONAL AUDITING SERVICES

WHEREAS, The Airport is required to conduct annual audits of its financial statements pursuant to Title 2, California Code of Regulations, section 1131.2. These financial audits are primarily concerned with providing reasonable assurance about whether the financial statements of the District are presented fairly in all material respects in accordance with Generally Accepted Accounting Principles and whether the District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.

The California Code of Regulations incorporates the standards set forth in the American Institute of Certified Public Accountants' publication entitled "Audits of State and Local Governmental Units" which requires the annual independent audit be performed by the "County Auditor" or an "independent accounting firm". (2 C.C.R. § 1131.2(a).); and

WHEREAS, the District historically, has contracted with a private accounting firm to conduct the annual audit, which presents the results to the Board of Directors; and

WHEREAS, Pursuant to the Governance Manual, Board of Directors selects the independent accounting firm to prepare and submit the annual audit report. This report is presented to the Board of Directors at a regularly scheduled Board meeting; and

WHEREAS, Macias Gini and O'Connell LLP provided audit services for fiscal years 2014, to 2018 and the contract expired and no option to extend the contract was executed; and

WHEREAS, the District issued a Request for Proposal 2019-01 (RFP) for Professional Auditing Services on January 18, 2019; and

WHEREAS, the District received nine responses to Request for Proposal 2019-01 (RFP) for Professional Auditing Services by 4:00 p.m., P.S.T. on March 4, 2019; and

WHEREAS, each Professional Auditing Services firm's response was evaluated by the Finance Committee Directors and Staff and Directors Leffel and Directors Sabo selected three (3) firms for oral interviews.

WHEREAS, Director Leffel and Director Sabo recommend LSL, CPAs and Advisors, LLP for Professional Audit Services for fiscal year 2019, 2020 and 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: authorizes the Executive Director to enter into a Professional Audit Services for fiscal year 2019, 2020 and 2021.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY
PENINSULA AIRPORT DISTRICT: This 10th day of April 2019 by the following roll call vote:**

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 10th day of April 2019

William J Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

AGENDA ITEM: H-4
DATE: April 10, 2019

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Board Attendance at Future Conferences and Events

2019-2020 Conferences and Events

<u>Event</u>	<u>Dates</u>	<u>Location</u>
AAAE 91 st Annual Conference and Exhibition	June 16-19, 2019	Boston, MA
SWAAAE 73 rd Annual Summer Conference	July 28-31, 2019	Tucson, AZ
ACI-NA Annual Conference and Exhibition	September 15-17, 2019	Tampa, FL
SWAAAE 60 th Annual Airport Management	January 26-29, 2020	Monterey, CA
AAAE/ACI-NA Washington Legislative Conference	March 17-18, 2020	Washington, DC
AAAE 92 nd Annual Conference and Exhibition	May 10-13, 2020	Denver, CO
ACI-NA/AAAE Board and Commissioners Conference	TBD*	TBD*

*Dates and location for the 2020 ACI-NA/AAAE Board and Commissioners Conference are not yet available.

AGENDA ITEM: I
DATE: April 10, 2019

DEPARTMENT REPORTS

[Terminal Comment Card Log](#)

Tim Bergholz, Deputy Executive Director - Finance & Administration
[Financial Summary](#)

Monterey Fire Department
[Monthly Fire Report](#)

Ken Griggs, Operations Managers
[Operations Report](#)

Chris Morello, Senior Planning Manager
[Planning & Development Monthly Project Report](#)

Officer Kyle Baum
[Police Activity Report](#)

Tone	Date	Time	Airline	Flt #	A/D/G	Comments	City & State
P	03/08/19	5:30	UA	-	D	Love this airport! Wish there were a precheck line (when the line gets long). Otherwise TSA folks are always friendly and professional. *due to parking amounts, I took a ride share, still cheaper for multi day trips.	Monterey, CA
N	03/08/19	-	-	-	-	Local - Why does it always take forever to get bags - last time 35 minutes - this time already 20?	Monterey, CA
N	03/09/19	10:55	-	-	G	Bring back the snack bar geez	Monterey, CA
N	03/25/19	9:30	AA	5874	D	Why say you have wifi if it is not fully operational throughout the building? Shops that I expected open were closed? Do not want to fly into this airport. I would prefer to land elsewhere and drive further.	San Antonio, TX
C	03/31/19	8:00	AK	3476	D	Please find an airline carrier to make a non-stop flight to SNA (John Wayne Airport - Orange County)	Carmel, CA

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration
SUBJECT: Financial Summary for Fiscal 2019

BACKGROUND. The Financial results for February 2019 are summarized in the following documents:

- **Graphic Comparison – Actual Operating Revenue & Actual Operating Expense**
- **Airport Operating Statistics & Financial Performance**
- **Capital Expenditures**
- **Investments Schedule**
- **Sources / Uses of Cash**

SUMMARY: February 2019 combined airport operating revenues are \$735.9K which is \$57.3K (8.4%) higher than budget (\$678.7K), and FYTD revenues are \$6.22M which is \$247.2K (4.1%) higher than budget (\$5.97M). The February favorable variance is attributed to higher Commercial Aviation, Terminal Concessions, Heavy General Aviation, Non-Aviation and Miscellaneous revenues. Light General & Other Aviation Tenants and Other Operating revenues were materially on budget.

OPERATING REVENUES							
February 2018 ACTUAL	February 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 735,922	\$ 678,660	\$ 57,262	8.4%	\$ 6,213,833	\$ 5,966,628	\$ 247,205	4.1%

Commercial Aviation fees in February are slightly over budget (\$62.0K actual vs \$59.2K budget) with a 4.7% favorable fee variance and a 1.2% unfavorable landing volume variance (336 actual vs 340 budget). The February Commercial Aviation Landing revenues were affected by flight cancellations which were offset by an increase in Commercial Fuel Flowage Fees. The mix of commercial aircraft continues to be dynamic which impacts the actual landing weights and ultimately Commercial Aviation fees. February flight cancellations were 21 (Alaska 0, American 9 and United 12). FYTD commercial flight cancellations are 104 (Alaska 9, American 43 and United 52).

General Aviation operating revenues in February (\$168.2K) are \$13.9K or 9.0% higher than budget (\$154.3K). This favorable revenue variance resulted from higher GA Landing and Fuel Flowage fees for aircraft transporting AT&T Pro-Am participants and customers. FYTD General Aviation revenues are \$1.28M which is 2.7% or \$33.1K higher than budget (\$1.24M).

In February combined TCP permits, Taxi Permits/Trips, TNC trips, Terminal Concessions, Rental Car and Parking Concessions fees (Concessions) are \$199.9K, which is \$39.5K or 24.6% higher than budget (\$160.4K). The February Concessions variance contains higher TNC (\$4.1K), Terminal Concessions (\$0.6K), Rental Car (\$24.8K) and Parking fees (\$12.5K) which are offset by lower TCP and Taxi (\$2.3K)

fees. In February Parking Concessions vehicle counts were under budget by 49 cars but overall there was a daily favorable rate variance of \$1.52 per car (\$5.90 Bud vs \$7.30 Act). Approximately 828 long term parked cars over 3 days created the favorable variance. Net FYTD Concessions (\$1.68M) are above budget (\$1.59M) by \$86.4K.

In February Non-Aviation Tenant revenues (\$145.4K) are higher than budget (\$141.1) by \$4.2K or 3.0%. Most of this favorable variance resulted from higher RV storage tenants (\$2.0K) and Self-Storage (\$1.6K). FYTD Non-Aviation Tenants revenues (\$1.16M) are over budget (\$1.13M) by \$37.1K or 3.3%.

February Other Operating Revenues (\$17.5K) are higher than budget (\$15.5K) by \$1.9K or 12.5% This favorable variance is driven by renewal of employee badges which offset lower utilities billings. FYTD Other Operating revenues (\$268.4K) are over budget (\$232.0K) by \$36.4K or 15.67%.

OPERATING EXPENSES							
February 2018 ACTUAL	February 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 623,203	\$ 665,762	\$ 42,559	-6.4%	\$ 5,393,886	\$ 5,686,316	\$ 292,430	-5.1%

February operating expenses are under budget by \$42.6K (6.4%). February's net favorable expenses variance resulted from the following:

Salary & Wage and Employer Payroll Tax Expenses (\$175.4K) for February are \$4.1K higher than budget (\$171.3K). The unfavorable variance is attributed to slightly higher labor for the new Operations Supervisor and lower Salary reimbursements.

Employer Benefit Expenses (\$96.9K) for February are lower than budget (\$103.4K) by \$7.1K. The variance is the result of lower CalPERS Retirement and Health Insurance premiums.

Personnel Related Expenses (\$6.9K) for February are lower than budget (\$5.3) by \$1.6K. The unfavorable variance resulted from higher employee travel expenses related to purchasing of the ARFF truck.

Business Related Expenses (\$20.3) for February are slightly lower than budget (\$20.7K) by \$0.4K and were materially on budget.

Expendable / Consumable Supplies & Materials expenses for February (\$5.0K) are under budget (\$10.3K) by \$5.3K. This favorable variance resulted from a mix of lower custodial and higher office/general supplies (\$3.1K) and vehicle fuel (\$2.2K) purchases.

Repair & Maintenance expenses in February (\$13.4K) are under budget (\$29.5K) by \$16.1K. The favorable variance resulted from lower airfield and other repairs (\$12.8K) and other repairs (\$3.4K). Rain and other project priorities (ARFF truck) influenced various repair and maintenance decisions.

Outside Services expenses in February (\$243.1K) are under budget (\$244.6K) by \$1.5K. The February expenses variance resulted from lower Dyna Clean service fees and uniform service costs.

Professional Services for February (\$20.2K) are lower than budget (\$33.0K) by \$12.8K. The Professional Services favorable expense variance resulted from lower Architecture and Engineering (\$5.5K), District Legal (\$4.4K) and RGS human resource services (\$1.9K) and other (\$0.9K) expenses.

Marketing related expenses for February (\$12.7K) are lower than budget (\$15.0K) by \$2.3K. The favorable variance is the result of lower budgeted Public Relations expenses for MCHA.

Combined Utilities expenses for February (\$22.9K) are under budget (25.1K) by \$2.2K or 6.3%. Offsetting utilities variances include lower PG&E electricity (\$2.5K), lower natural gas (\$1.9K) and higher water (-\$2.1K) expenses.

February FYTD Operating Expenses are \$5.39M which is \$292.4K lower than budget (\$5.68M). This favorable variance is attributed to lower expenses in most expense categories except Marketing.

With higher than budget operating revenues and lower operating expenses, the February Operating Income is \$112.7K which is \$99.8K higher than budget (\$12.9K). FYTD operating income is \$819.9K which is \$539.6K or 192.5% higher than budget (\$280.3K).

OPERATING INCOME / (LOSS)							
February 2018 ACTUAL	February 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 112,719	\$ 12,898	\$ 99,821	773.9%	\$ 819,947	\$ 280,312	\$ 539,635	192.5%

ACCOUNTS RECEIVABLE. The accounts receivable balance on February 28, 2019 is \$412K. This balance is 15.0% higher than the January 31, 2019 balance and 1.8% lower than the balance on February 28, 2018. The net accounts receivable balance over 60 days old on February 28, 2019 is a credit of \$1,848. This increase in accounts receivables is simply attributed to timing of collections.

The outstanding February accounts receivable balance on March 26, 2019 is \$93.1K. Included in this balance are airline and rental car related invoices totaling approximately \$75.3K and several small invoices which are offset by several small customer prepayments.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from February 2018 to February 2019.

Chart 1

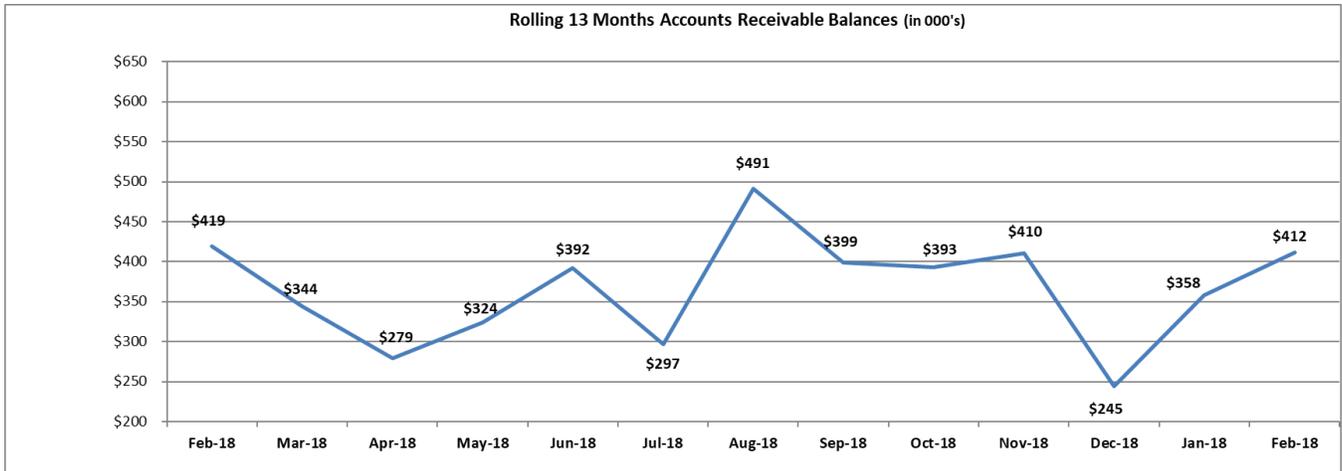
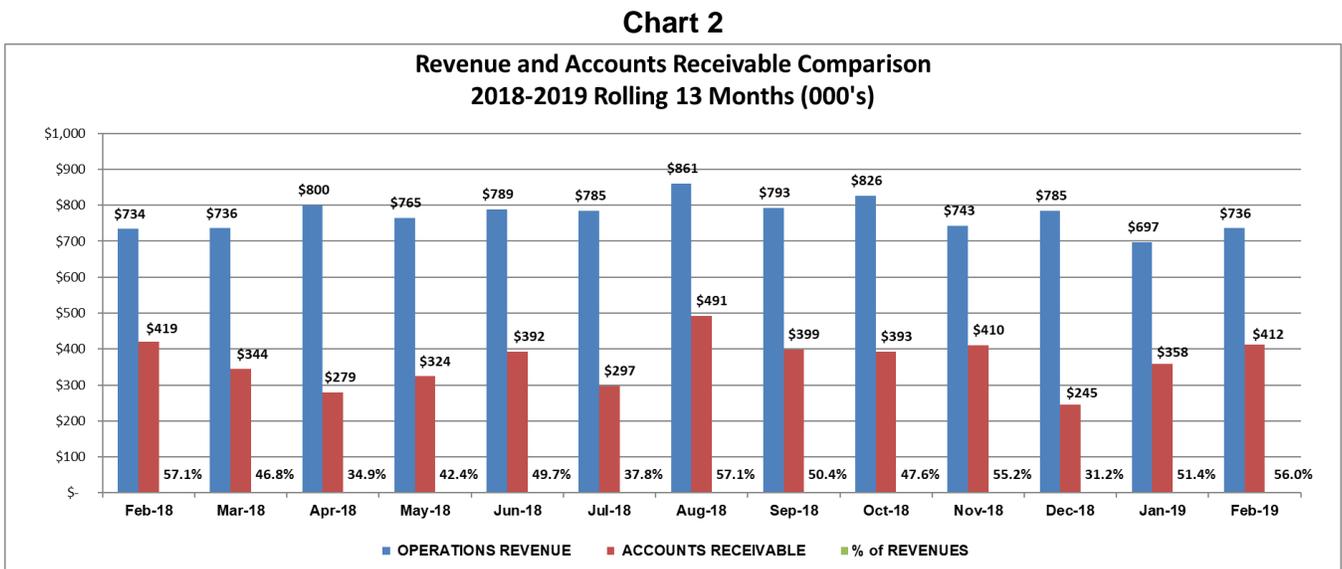


Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Typically, the balance of accounts receivable at month-end will align with operating revenues in that month and be approximately 45% to 60% of revenues. In February 2019, accounts receivables are 56.0% of revenues and the 13-month average is 47.4%.



UNRESTRICTED CASH AND INVESTMENTS: The unrestricted cash and investments balance on February 28, 2019 is \$5.305M and the unrestricted cash and investments balance on January 31, 2019 was \$5.247M, an increase of \$57.97K. The increases in unrestricted cash and investments resulted from a cash transfer to the reserve account of \$54.4K to fund FY20 CalPERS UAL and investments interest of \$3.57K.

Chart 3 graphically presents the monthly balances of unrestricted cash and investments.

Chart 3



Table 1 presents load factors for fiscal years 2016, 2017, 2018 and 2019. Load factors indicate the customer utilization of available aircraft seating capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking and other support services. Historically annual load factors range from approximately 73% to 77%. Commercial Airline aircraft types have a direct link to capacity and potential changes in enplanements. As the mix of aircrafts and destinations change the goal is to have load factors follow which indicates that customers are willing to use the services offered by the Airlines and Airport.

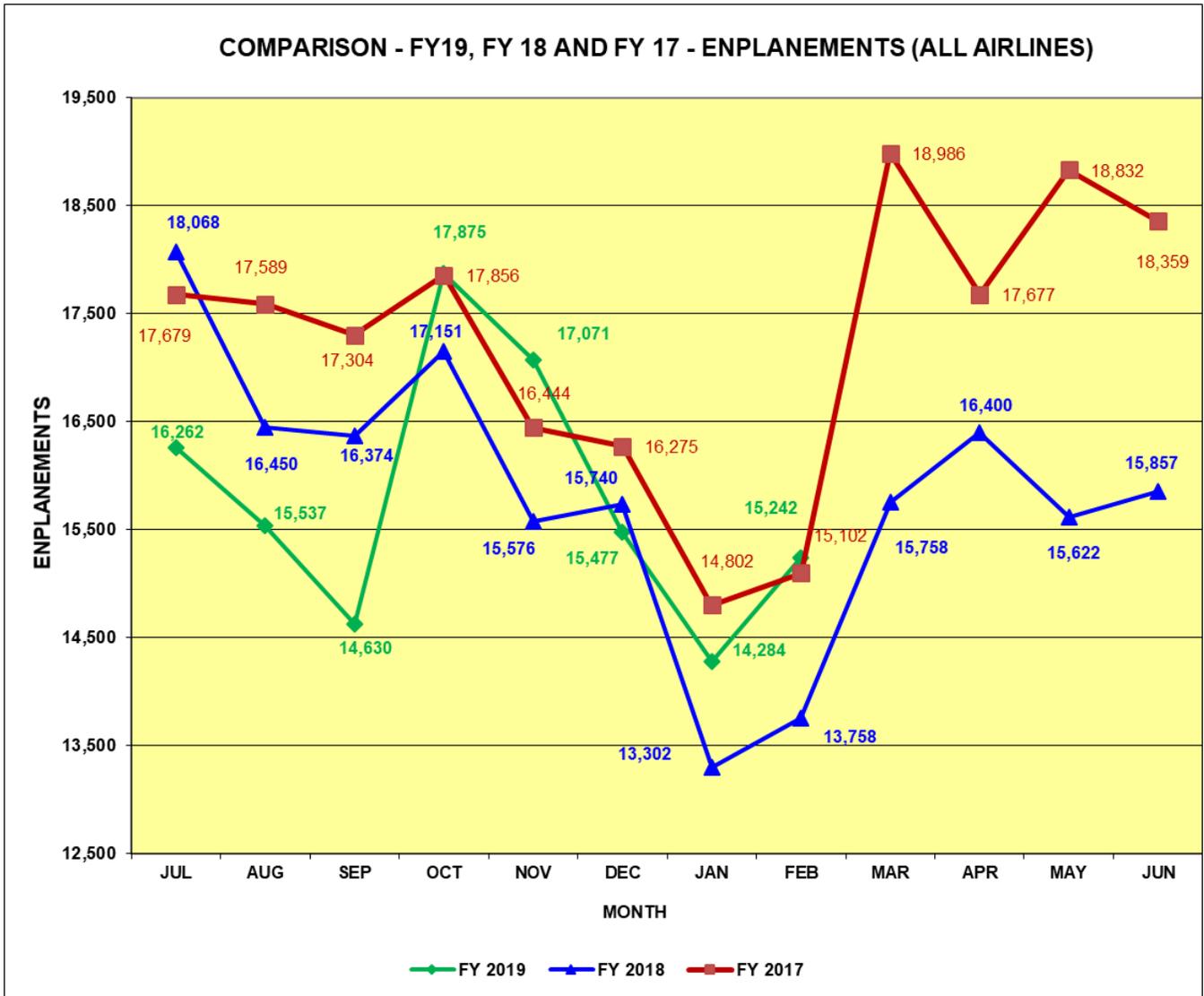
Airline specific load factors for February 2019 are: Alaska 70.1%, American 74.9%, United 64.5%, Allegiant 75.6% and Elite 45.5%.

Table 1

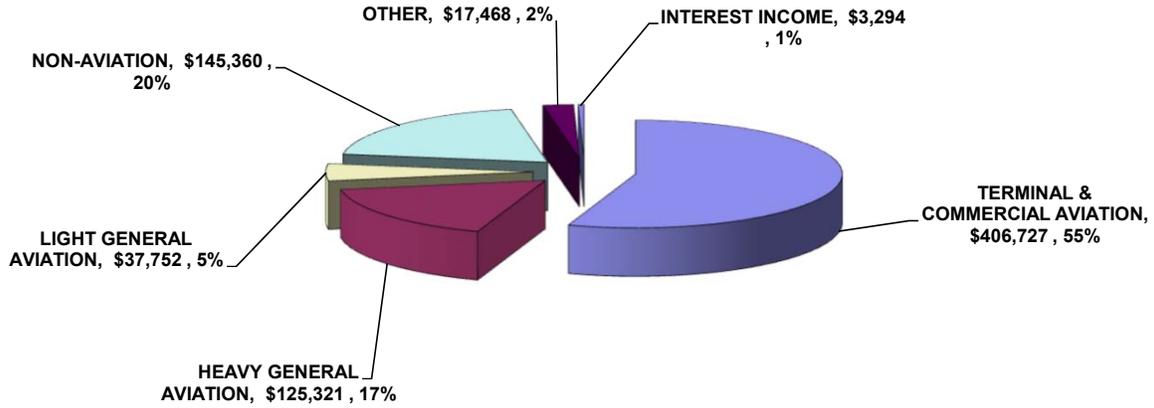
Fiscal Year	February 2019				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2019	68.6%	15,242	22,224	336	68.5%	126,378	184,615	2,786
2018	79.0%	13,758	17,406	276	77.2%	126,419	163,762	2,572
2017	74.3%	15,102	20,316	320	74.5%	133,051	178,490	2,736
2016	69.4%	13,673	19,706	292	77.1%	120,474	156,344	2,560

Chart 4 presents a comparison of monthly FY 2017, 2018 and 2019 enplanements, which represents the Airport's business cycle. When comparing to February 2019 to January 2019 enplanements increased 6.7% or 958 enplanements. When comparing February 2019 to February 2018 enplanements increased 10.8% or 1,484 enplanements.

Chart 4

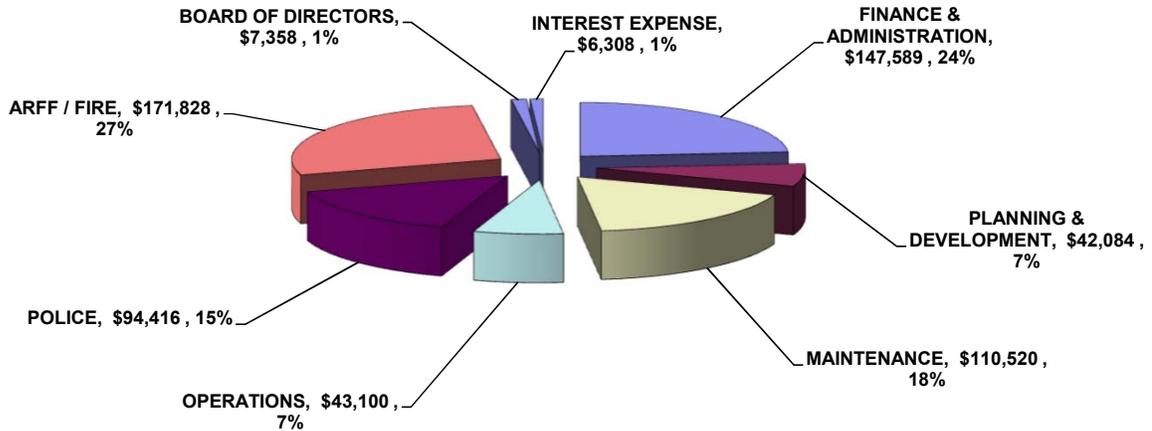


February 2019 Operating Revenue



TOTAL OPERATING REVENUE: \$735,922

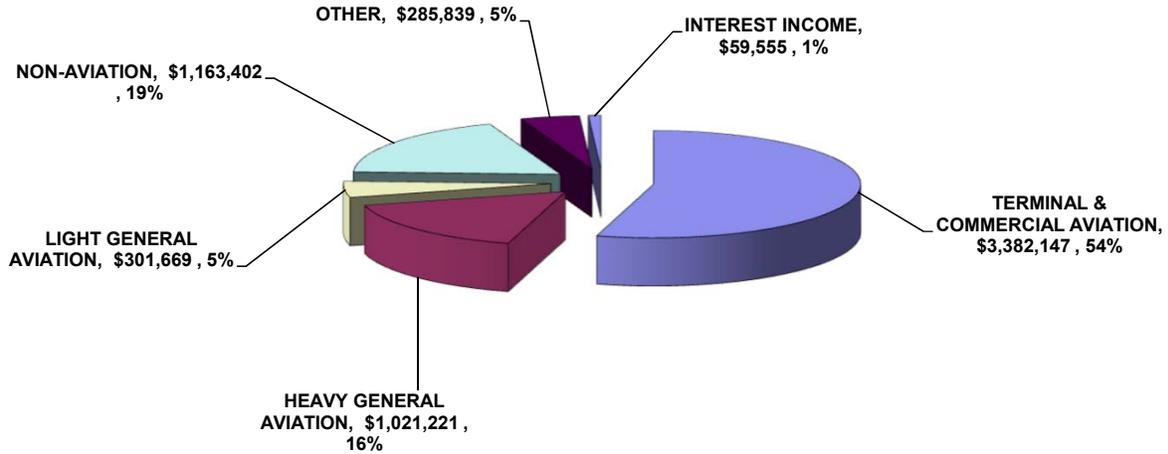
February 2019 Operating Expense



TOTAL OPERATING EXPENSE: \$623,203

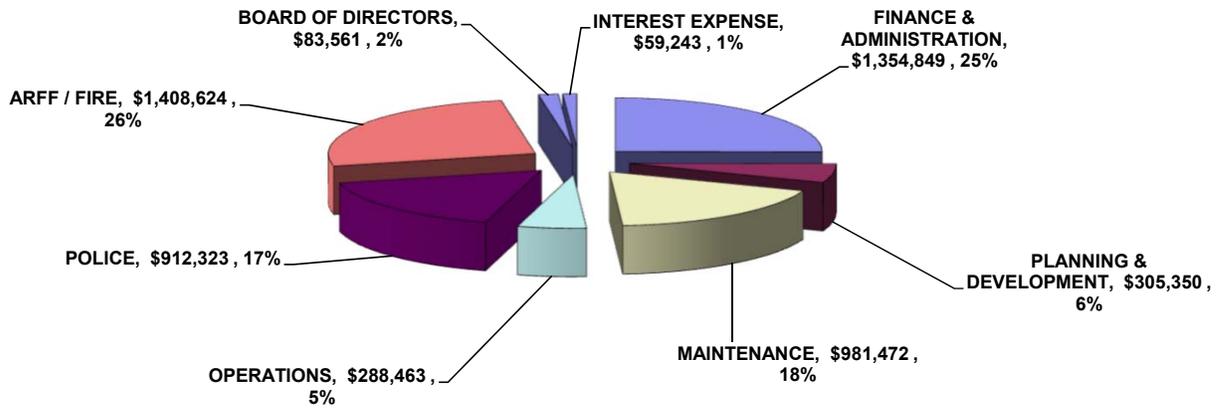
Monterey Peninsula Airport District

FY 2019 (July 18 - February 19) YTD Operating Revenue



TOTAL OPERATING REVENUE: \$6,213,833

FY 2019 (July 18 - February 19) YTD Operating Expense



TOTAL OPERATING EXPENSE: \$5,393,886

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

February 28, 2019

OPERATING STATISTICS	Feb-19	Budget	Feb-18	YTD FY 19	Budget	YTD FY 18
AIRPORT ACTIVITY						
Air Carrier Landings ¹	336	340 -1.2%	262	2,786	2,807 -0.7%	2,558
Passengers (emp/dep)	30,354		25,734	253,357		251,768
Total Cargo (in pounds)	56,641		77,266	547,575		755,219
AIRCRAFT OPERATIONS						
Commercial	1,252		1,119	10,376		17,111
General Aviation	1,997		4,960	28,112		47,740
Military	123		462	2,549		5,452
TOTAL AIRCRAFT OPERATIONS	3,372		6,541	41,037		70,303
VEHICLE EXIT COUNT						
Long Term (1) Lot	1,597		1,750	13,909		16,034
Upper Short Term (2) Lot	1,757		1,641	14,494		15,272
Lower Short Term (3) Lot	5,728		5,740	52,192		51,982
TOTAL VEHICLE EXIT COUNT	9,082		9,131	80,595		83,288

1 Cancelled Flights: Current Month = 21 (0 - Alaska /0 - Allegiant /9 - American /12 - United) FYTD = 104 (9 - Alaska /0 - Allegiant /43 - American /52 - United) (49)

	Feb 19 ACTUAL	Feb 19 BUDGET	%	Feb 18 ACTUAL	YTD FY 19 ACTUAL	YTD FY 19 BUDGET	%	YTD FY 18 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, Apron, RON and Fuel Flowage Fees	61,982	59,159	4.8%	51,410	544,735	513,351	6.1%	488,799
Rents	144,839	144,301	0.4%	143,739	1,156,318	1,154,550	0.2%	1,154,769
TCP Operator Permits	583	750	-22.2%	796	5,467	5,800	-5.7%	5,365
Taxi Operator Permits & Trip Fees	4,285	6,551	-34.6%	7,090	42,241	55,241	-23.5%	59,418
TNC Permits & Trip Fees	15,147	11,063	36.9%	12,072	120,870	99,235	21.8%	91,395
Concessions	18,793	18,191	3.3%	18,741	157,349	141,470	11.2%	141,718
Rental Car	94,780	70,000	35.4%	93,056	805,345	795,960	1.2%	771,366
Parking	66,318	53,835	23.2%	63,336	549,823	496,977	10.6%	560,787
HEAVY GENERAL AVIATION								
GA Landing Fees	33,921	29,642	14.4%	36,680	277,914	243,794	14.0%	259,246
FBO Rent	57,780	58,018	-0.4%	57,780	462,240	464,144	-0.4%	462,240
Fuel Fees	33,619	29,385	14.4%	35,153	281,066	279,642	0.5%	251,051
LIGHT GENERAL AVIATION								
NON AVIATION	37,752	38,028	-0.7%	38,631	301,669	304,224	-0.8%	304,885
OTHER OPERATING REVENUE	145,360	141,160	3.0%	142,824	1,163,402	1,126,302	3.3%	1,182,009
INTEREST INCOME	17,468	15,527	12.5%	29,957	285,839	247,539	15.5%	406,322
TOTAL OPERATING REVENUE	\$ 735,922	\$ 678,660.61	8.4%	\$ 734,177	\$ 6,213,833	\$ 5,966,628	4.1%	\$ 6,176,258
* * * * *								
OPERATING EXPENSE								
Finance & Administration	147,589	155,690	-5.2%	149,289	1,354,849	1,366,585	-0.9%	1,461,197
Planning & Development	42,084	46,984	-10.4%	35,147	305,350	347,416	-12.1%	297,985
Maintenance & Custodial Services	110,520	132,652	-16.7%	106,588	981,472	1,138,460	-13.8%	976,729
Airport Operations	43,100	41,449	4.0%	34,179	288,463	329,847	-12.5%	340,331
Police Department	94,416	97,278	-2.9%	104,039	912,323	922,891	-1.1%	840,446
ARFF /Fire Services	171,828	174,167	-1.3%	167,294	1,408,624	1,437,588	-2.0%	1,343,899
Board of Directors	7,358	10,636	-30.8%	7,830	83,561	84,698	-1.3%	71,005
Interest Expense	6,308	6,906	-8.7%	8,135	59,243	58,831	0.7%	61,575
TOTAL OPERATING EXPENSE	\$ 623,203	\$ 665,762	-6.4%	\$ 612,500	\$ 5,393,886	\$ 5,686,316	-5.1%	\$ 5,393,168
* * * * *								
OPERATING INCOME / (LOSS)	\$ 112,719	\$ 12,899	773.9%	\$ 121,677	\$ 819,947	\$ 280,312	192.5%	\$ 783,090
* * * * *								
DISTRICT CAPITAL EXPENDITURES	\$ 3,150	\$ 704,338	-99.6%	\$ 35,595	\$ 94,939	\$ 1,963,025	-95.2%	\$ 2,504,768
* * * * *								
DEBT SERVICE - PRINCIPAL ONLY	\$ 33,495			\$ 43,401	\$ 226,463			\$ 242,802

FISCAL YEAR 2019
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
February 28, 2019

<u>Airport Improvement Programs</u>	Actual FY 2019		Prior Fiscal Year		Actual FY 2019		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
MPAD Expenditures	3,150.00	8.8%	129,742.97	72.0%	25,986.72	-1.2%	2,307,267.61	83.6%
AIP -- FAA Funded Expenditures	11,393.00	31.7%	39,299.50	21.8%	(1,969,733.56)	91.9%	418,798.47	15.2%
AIP -- PFC Funded Expenditures	21,374.24	59.5%	11,082.27	6.2%	(199,029.09)	9.3%	33,508.57	1.2%
Total Capital Improvement Expenditures	35,917.24	100%	180,124.74	100%	(2,142,775.93)	100%	2,759,574.65	100%

District Capitalized Acquisitions / Expenditures By Department

Finance & Administration	-		-		-		-	
Planning & Development	-		-		-		-	
Maintenance & Custodial Services	-		-		68,952.20		81,363.00	
Airport Operations	-		-		-		-	
Police	-		-		-		-	
ARFF / Fire	-		-		-		-	
Total Capital Acquisition Expenditures	-	0%	-	0%	68,952.20	0%	81,363.00	0%

Consolidated

District Expenditures	3,150.00	8.8%	129,742.97	72.0%	94,938.92	-4.6%	2,388,630.61	84.1%
AIP -- FAA Funded Expenditures	11,393.00	31.7%	39,299.50	21.8%	(1,969,733.56)	95.0%	418,798.47	14.7%
AIP -- PFC Funded Expenditures	21,374.24	59.5%	11,082.27	6.2%	(199,029.09)	9.6%	33,508.57	1.2%
Total Capital Expenditures	35,917.24	100%	180,124.74	100%	(2,073,823.73)	100%	2,840,937.65	100%

FY 2017/18 District Capital Expenses/Budget:

	Actual PTD	Budget PTD R1	Actual YTD	Budget YTD R1
2013-02 Master Plan	-	-	(86,711.02)	-
2015-03 Infield Safety Project	-	-	-	-
2016-01 NEPA & CEQA	-	-	218,462.10	192,563.00
2017-06 Airfield Electrical Vault Upgrade	-	-	-	-
2017-07 FAA Disparity Study	-	-	-	-
2018-04 East End Procedure Development	-	-	3,375.00	30,000.00
2018-09 Runway 10L-28R Overlay & PAPI	-	-	(142,477.86)	-
2019-01 Infield Safety Area Rehab Phase 1	-	-	-	-
2019-02 RSA MITIGATION - YEAR 4	-	-	-	-
2019-03 Water Distribution System	3,150.00	524,338.00	10,950.00	1,265,662.00
2019-04 ARFF Vehicle Purchase	-	180,000.00	-	70,000.00
2019-05 Inside Terminal Refresh	-	-	36,658.70	37,500.00
2019-06 Pavement Rehabilitation	-	-	22,388.50	335,000.00
2019-07 RV LOT 2 Construction	-	-	32,293.50	32,300.00
	3,150.00 *	704,338.00	94,938.92	1,963,025.00

FISCAL YEAR 2019
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 02/28/19</u>	<u>Interest Rate</u>
Money Market Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	<u>\$2,531,832.71</u>	2.360%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			<u>\$731,548.07</u>	0.18%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD				
Ally Bank Midvale UTAH CTF	05/19/16	05/17/19	125,000.00	1.15%
American Express Fed Svgs Bk Instl CTF DEP ACT/365	08/28/14	08/28/19	105,000.00	2.10%
American Express Centurion Bk CTF DEP	06/03/15	06/03/20	120,000.00	2.10%
American Express Centurion Bk Instl CTF DEP ACT/365	07/01/15	07/01/20	135,000.00	2.35%
BMW Bank North America, Salt Lake City Dep ACT/365 Semi-Annually	06/29/16	06/28/19	30,000.00	1.15%
Capital One Bk USA Natl Assn Allen VA CTF DEP ACT/365	09/02/15	09/02/20	200,000.00	2.20%
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
Citizens St Bank Lacrosse Wisconsin CTF DEP ACT/365	05/18/16	05/18/21	125,000.00	1.40%
Comenity Capital Bank Salt Lake City Utah CTF DEP	10/21/16	10/29/21	100,000.00	1.75%
Discover Bk Greenwood DEL CTF ACT/365	04/22/15	04/22/19	125,000.00	1.40%
Discover Bk Greenwood DEL CTF ACT/365	03/01/17	03/01/22	25,000.00	2.30%
Discover Bk Greenwood DEL CTF DEP ACT/365	06/13/18	06/14/21	100,000.00	3.00%
Everrbank Jacksonville FLA CTF DEP ACT/365	07/28/16	07/28/21	120,000.00	1.45%
Goldman Sachs Bk USA New York CTF DEP ACT/365	05/31/17	05/16/22	145,000.00	1.80%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/18	06/13/23	125,000.00	3.30%
State Bank India New York NY CTF DEP ACT/360	02/24/17	02/24/22	125,000.00	2.25%
Synchrony Bk Retail CTF DEP	04/17/15	04/17/20	125,000.00	1.85%
Synchrony Bk Retail CTF DEP	06/29/16	06/29/21	120,000.00	1.55%
Cash And Cash Equivalents	Various	Various	41,857.91	Variable
			<u>\$2,041,857.91</u>	
Sub-Total: MPAD INVESTMENTS:			<u>\$5,305,238.69</u>	

FISCAL YEAR 2019
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 02/28/19</u>	<u>Interest Rate</u>
Tenant's Security Deposits & Certificates of Deposit - RESTRICTED				
JP Morgan Chase - Money Market Account	Various	Various	\$435,763.27	0.20%
Passenger Facility Charges (PFCs) - RESTRICTED				
Rabobank & JP Morgan Chase - Passenger Facility Charges (PFCs)			1,103,622.59	0.20%
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	08/24/16	08/24/21	100,000.00	1.60%
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
CitiBank NATL ASSN SIOUX FALLS SB CTF DEP ACT /365	08/14/18	08/15/22	120,000.00	3.15%
Compass BK Birmingham ALA CTF DEP ACT/365	05/16/18	05/16/19	100,000.00	2.15%
Discover Bk Greenwood Del CTF DEP ACT/365	03/01/17	03/01/22	120,000.00	2.30%
Discover Bk Greenwood Del CTF DEP ACT/365	08/30/18	08/08/22	130,000.00	3.15%
Goldman Sachs BK USA NY CTF DEP ACT/365	11/22/17	05/22/19	100,000.00	1.65%
Goldman Sachs BK USA NY CTF DEP ACT/365	11/22/17	11/21/19	100,000.00	1.80%
Goldman Sachs BK USA NY CTF DEP ACT/365	01/02/19	01/03/22	50,000.00	3.15%
State BK India NY, NY CFT DEP ACT/360	02/24/17	02/24/22	30,000.00	2.25%
Umpqua BK Roseburg ORE CTF DEP ACT 365	05/25/18	11/25/19	50,000.00	2.45%
Wells Fargo NA Sioux Falls SD CTF DEP ACT 365	05/23/18	05/26/20	100,000.00	2.75%
Wells Fargo NA Sioux Falls SD CTF DEP ACT 365	05/23/18	05/24/21	150,000.00	2.90%
Cash and Cash Equivalents	Various	Various	12,964.96	Various
			<u>\$1,212,964.96</u>	
Sub-Total: MPAD Investments - RESTRICTED:			<u>\$2,752,350.82</u>	
Total MPAD Investment Portfolio:			<u>\$8,057,589.51</u>	

**MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED**

	FY 2019 CURRENT-PERIOD ACTUAL	FY 2019 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 732,628	\$ 6,154,278
CASH RECEIVED - INTEREST INCOME	3,294	59,555
CASH RECEIVED	<u>\$ 735,922</u>	<u>\$ 6,213,833</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 616,895	\$ 5,334,643
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE) ^{2&3}	6,308	59,243
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ^{2&3}	33,495	226,463
CASH DISBURSED	<u>\$ 656,698</u>	<u>\$ 5,620,349</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 79,224</u>	<u>\$ 593,484</u>
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ⁴	\$ 3,150	\$ 94,939
CASH DISBURSED	<u>\$ 3,150</u>	<u>\$ 94,939</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (3,150)</u>	<u>\$ (94,939)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 76,074</u>	<u>\$ 498,545</u>

¹Net of non-cash operating expense (OPEB)

²Moved to Restricted POB Account/Disbursement occurred in December 2017 & June 2018

³Moved to Restricted CEC Account/Disbursement occurred in November 2017 & May 2018

⁴District-funded capital plan for FY18



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

March 2019

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 26 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 3
- City of Monterey – 23
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 0

2. Training

Personnel completed a total of 130 hours of Airport related training during the month.

Currently the following numbers of personnel are qualified in the ARFF training program:

- Awareness (familiar with operations at the Airport): 80
- Operational (qualified to work at Airport, but live fire training not current): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 14

3. Other

- ARFF pump replacement was completed by March 8. While it was out of service, Salinas Fire Department provided their ARFF unit with an operator and the structure engine was kept at the Airport in order to continue to meet index requirements. No issues arose with the modified staffing.
- During March we sent personnel to the annually required live fire training at Dallas-Fort Worth. Reports are that the training was superior to the training that used to be held at Salt Lake City.



Monterey Fire Department

Incident Type Report (Summary)

**Alarm Date Between {03/01/2019} And
{03/31/2019} and Station = "16"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	3	11.54%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	10	38.46%	\$0	0.00%
322 Motor vehicle accident with injuries	3	11.54%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	7.69%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	1	3.85%	\$0	0.00%
	19	73.08%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	3.85%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	3.85%	\$0	0.00%
	2	7.69%	\$0	0.00%
6 Good Intent Call				
651 Smoke scare, odor of smoke	2	7.69%	\$0	0.00%
661 EMS call, party transported by non-fire agency	1	3.85%	\$0	0.00%
	3	11.54%	\$0	0.00%
7 False Alarm & False Call				
735 Alarm system sounded due to malfunction	1	3.85%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	3.85%	\$0	0.00%
	2	7.69%	\$0	0.00%
Total Incident Count:	26		Total Est Loss:	\$0

AGENDA ITEM: I
DATE: April 10, 2019

TO: Michael La Pier, Executive Director
FROM: Operations Manager Griggs
DATE: April 11, 2019
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for March 2019 and planned airline activities for April 2019.

1. Assisted with the Fred Kane Drive overlay project. Accommodated passenger and roadway motorists with alternate access to/from the terminal for evening commercial flight arrivals (The project occurred over three days commencing at 6pm daily and ending at 4am).
2. The following reports are attached:
 - March 2019 Noise Comment Report
 - Operating and Expense Reports for the Taxi and TNC ground transportation systems
 - Commercial Flight Cancellations & Delay Report for March 2019
 - Commercial Flight Schedule for April 2019
3. Below is the summary of scheduled airline activity for April 2019:

Alaska Air operated by SkyWest

- Continuing to operate one daily turn to/from San Diego with the Embraer 175 aircraft.
- Scheduled to operate a total of 60 flights (Arrivals and Departures).

Allegiant Air

- Continues Airbus 319 service to Las Vegas twice a week on Mondays and Fridays.
- Scheduled to operate a total of 18 flights (Arrivals and Departures).

United operated by SkyWest / Trans States Airlines

- SFO continues with two daily flights.
- LAX continues with four daily flights (three on SAT).
- DEN continues with two daily flights operated by Trans States Airlines (Embraer 145).
- All LAX & SFO flights continue to use a mix of CRJ200 (50 seats) and E175 aircraft.
- Scheduled to operate a total of 466 flights (Arrivals and Departures).

American Eagle operated by Mesa

- PHX service continues with three daily flights.
- DFW service commences on April 2 with one daily flight.
- Scheduled to operate a total of 294 flights (Arrivals and Departures) using the CRJ900 aircraft.

Cumulatively speaking, the airlines have added 130 flights (838 vs.708 – an increase of approx. 15%) compared to last April. The number of available seats has also increased by approximately 12.5% (51,936 vs. 45,440). This primarily due to the added UA DEN and AA DFW service.

**MRY AIRPORT NOISE COMMENT LOG
MARCH 2019**

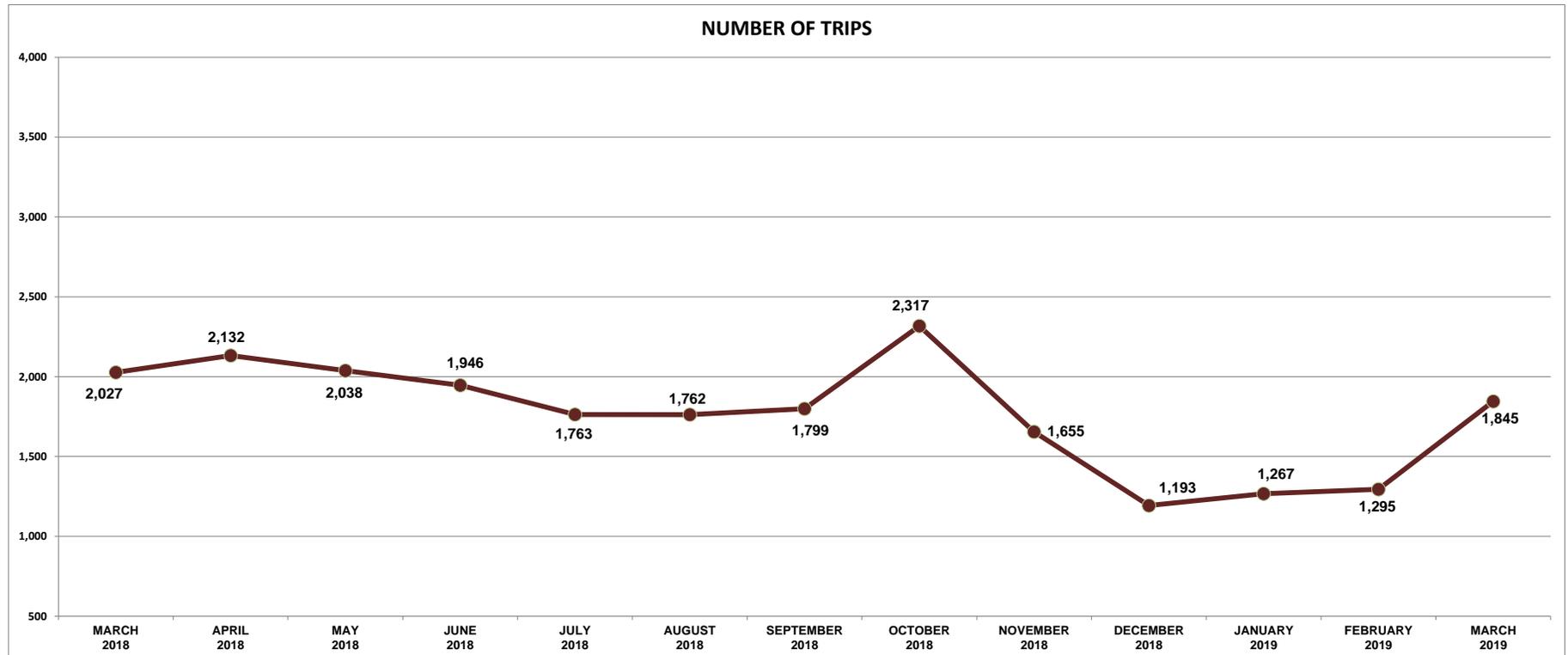
Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes	
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Veronique Durham	Del Rey Oaks	3/1/2019	midnight	unknown	unknown	Aircraft with engines idling. Why are they allowed to leave so late.	MC	Explained voluntary curfew and that engine noise was in fact Auxiliary Power Unit noise	Had an email exchange where Ms. Durham asked for the person responsible for authorizing these flights. Passed details of FAA noise ombudsman
2	Barbara Lovero	Pasadera	3/1/2019	11:39am 12:23pm 2:59pm	Unknown	28L app	loud aircraft flying over our roof	MC	Acknowledged and noted	
3	William Presses	Del Rey Oaks	3/2/2019	2:15am	G4	28L dep	Loud aircraft woke up house. Night noise seems to becoming more regular	MC	Left voicemail explaining airports voluntary curfew and noise abatement procedures	Aircraft was a Quickturn. in at 1:24am out 2:15am
4	Barbera Lovero	Pasadera	3/2/19 & 3/3/19	12:31 & 11:07	Unknown	28L app	loud aircraft flying over our roof	MC	Acknowledged and noted	
5	Amy Larson	Monterey	3/6/2019	2:37am	CRJ	10R app	low flying aircraft flew over roof.	ZK	Emailed response about voluntary curfew and noise abatement procedures	Aircraft was the 11:30 PM San Francisco arrival. Was delayed three and a half hours due to inclement weather
6	Barbera Lovero	Pasadera	3/4/2019	4:23 pm & 4:26 pm	unknown	28l App	loud aircraft flew over roof	MC	Acknowledged and noted	
7	Joe Palmer	Del Rey Oaks	3/4/2019	11:39 am	N/A	N/A	Called asking about the window insulation program	MC	Returned call and explained that was an FAA funded program that ceased approx. 10 years ago.	
8	Barbera Lovero	Pasadera	3/6/2019	10:46am 10:49am 11:25am 1:40pm 1:44pm	Unknown	28L App	Loud aircraft flying over roof	ZK	Acknowledged and Noted	
9	Barbera Lovero	Pasadera	3/7/2019	3:14 pm	unknown	28l app	plane flew over roof	MC	Acknowledged and noted	
10	Barbera Lovero	Pasadera	3/10/2019	3:36 pm	unknown	28L App	plane flew over roof	ZK	Acknowledged and noted	
11	KC Nowak	Pasadera	3/11/2019	8:04 pm	SKW5594	28L app	at 800 feet at this location. Ground at 550 feet. Aircraft only 250 feet above ground at this location	MC	Acknowledged and noted	Email bounced back as undeliverable - recipient not found
12	KC Nowak	Pasadera	3/11/2019	8:10 pm	ASH5837	28L app	at 1000 feet at this location. Aircraft only 450 feet above ground at this location	MC	Acknowledged and noted	Email bounced back as undeliverable - recipient not found
13	KC Nowak	Pasadera	3/11/2019	8:38 pm	LOF4668	28L App	at 1000 feet at this location. Ground at 550 feet. Airplane at 450 feet above ground at this location	MC	Acknowledged and noted	Email bounced back as undeliverable - recipient not found
14	KC Nowak	Pasadera	3/12/2019	8:06pm	ASH5837	28L App	at 1000 feet at this location. Ground at 550 Feet . Aircraft only 450 feet above ground at this location	MC	Acknowledged and noted	
15	KC Nowak	Pasadera	3/12/2019	8:29pm	SKW5594	28L App	at 1000 feet at this location. Ground at 550 feet. Aircraft only 450 feet above ground at this location.	MC	Acknowledged and noted	Mr. Nowak provided a different e-mail address.
16	Larry Hayes	Monterey	3/13/2019	9:45-10:05pm	N42487	28L App	Multiple Touch and go landings flying with High RPMs over Del Monte Beach and back	ZK	Emailed ATCT about information regarding the flight and noted the aircraft was not based in MRY. Emailed Mr. Hayes a response about voluntary curfew and noise abatement procedures	Aircraft had reserved tail number.

17	L.Virshup	Pasadera	3/15/2019	12:55 pm	UA5337	28L app	Loud and dangerously low	MC	Replied to explain aircraft flew a published approach at a height deemed safe	Made contact with the tower to verify this aircraft flew a normal approach
18	L. Virshup	Pasadera	3/18/2019	12.53pm & 1.24 pm	AY144 & UA5337	28L app	loud and dangerously low. When will the airport have noise abatement practices in place	MC	Replied to explain aircraft flew a published approach at a height deemed safe and to point her in the direction of our noise abatement procedures. Stressed they were voluntary.	Made contact with the tower to verify this aircraft flew a normal approach
19	L.Virshup	Pasadera	3/18/2019	4:43pm	Airforce 2	28L app	This is the 4th large plane that has flown directly over our homes today	MC	Due to previous response earlier, no reply sent	I observed this arrival. The aircraft approached from the north and made a sharp bank to the right for a short approach. It also looked to have deeper angle of descent than usual
20	Barbara Lovero	Pasadera	3/18/2019	5:28 & 5:35	Unknown	28L app	2 planes flew over home	ZK	Acknowledged and noted	
21	Peter Hiller	Carmel	3/19/2019	2:15pm	coast guard helicopter	N/A	Helicopter circling over lagoon area - 3rd time today	MC	This flight didn't originate or terminate at airport therefore we are unaware of any activity.	
22	Arnold Owens	Monterey	3/19/2019	2:00pm	C17	ground	Has been sat on the tarmac making a whining.	MC	Explained its presence. Also explained it had a technical issue casing it to run its engines for a while on the ground.	
23	Danny Sites	Pasadera	3/19/2019	8:49pm	LOF4668	28L app	Screenshot of FlightAware emailed saying aircraft was flying too close.	ZK	Acknowledged and Noted.	The aircraft was the 9:00pm DEN arrival. No low altitudes were reported on FlightAware.
24	Rolf Langland	Monterey	3/23/2019	1:50pm-2:20Pm	Unknown	28L App	Single engine airplane made 6 touch and go's	ZK	Replied with explanation about noise abatement procedures. No data on aircraft.	
25	Barbara Lovero	Pasadera	3/24/2019	12:40pm	E75	28L app	Large loud plane flew over backyard	ZK	Acknowledged and Noted	12:40 LAX arrival
26	Barbara Lovero	Pasadera	3/25/2019	10:28, 10:29, 10:46, 10:56, 11:53, 11:55am	Unknown	28L app	Noisy planes flew over backyard	ZK	Acknowledged and Noted	
27	Barbara Lovero	Pasadera	3/26/2019	5:40pm, 10:25pm, 3:08pm	Unknown	28L app	Noisy planes flew over backyard	ZK	Acknowledged and Noted	
28	Barbara Lovero	Pasadera	3/29/2019	1:37pm	A319 AAY144	28L app	Plane flew over backyard	ZK	Acknowledged and Noted	1:40 LAS arrival
29	Barbara Lovero	Pasadera	3/31/2019	2:09pm	Unknown	28L app	Private plane flew over backyard	ZK	Acknowledged and Noted	
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										
AIR OPERATIONS OF UNKNOWN ORIGIN										
MONTHLY TOTALS and COMPARISONS										

	Mar-19	Mar-18	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	29	11	164%		
Number of Operations:	4,542	5,350	-15%		
Annual Total	48	19	153%	0	0

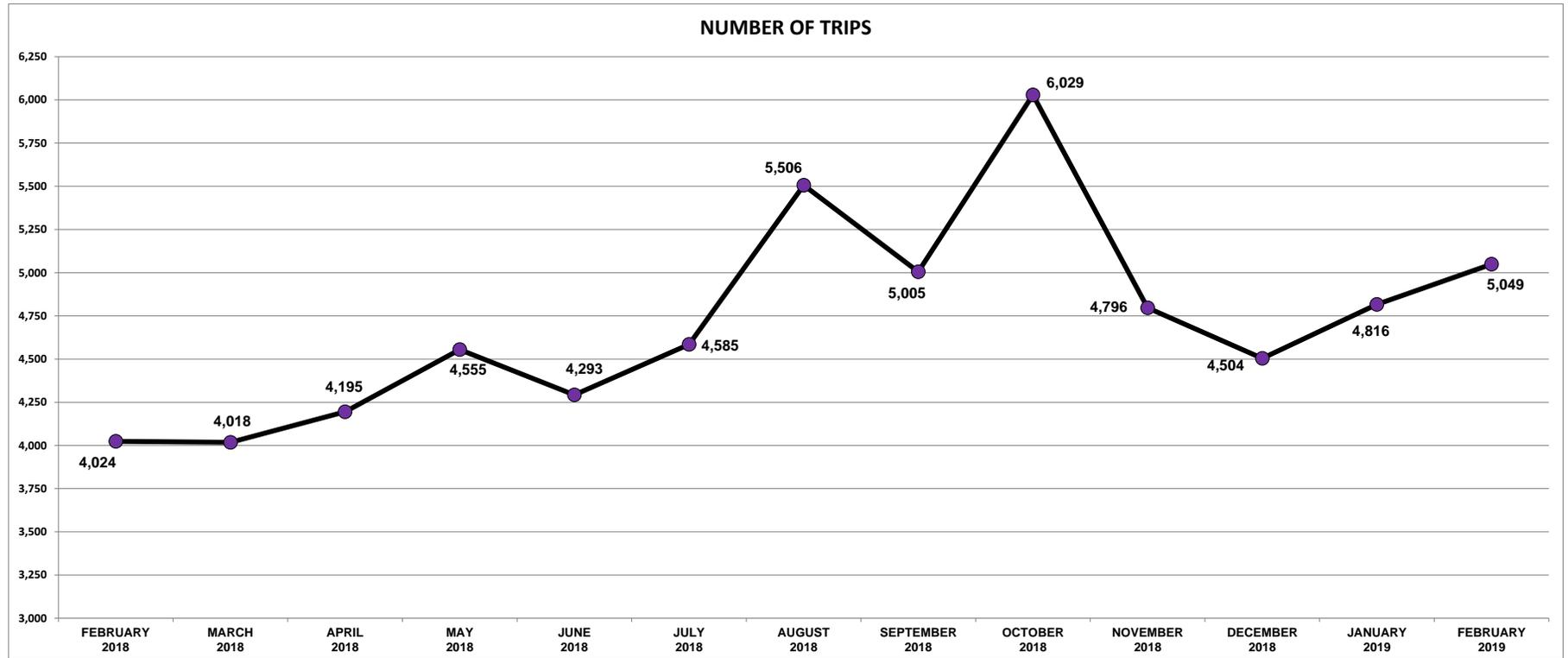
13-MONTH ROLLING COMPARISON

Taxis



	2018 MARCH	2018 APRIL	2018 MAY	2018 JUNE	2018 JULY	2018 AUGUST	2018 SEPTEMBER	2018 OCTOBER	2018 NOVEMBER	2018 DECEMBER	2019 JANUARY	2019 FEBRUARY	2019 MARCH
NUMBER OF TRIPS	2,027	2,132	2,038	1,946	1,763	1,762	1,799	2,317	1,655	1,193	1,267	1,295	1,845
NUMBER OF MEDALLIONS	68	68	68	68	40	48	49	50	54	54	54	55	59
TAXI TRIP FEES	\$ 6,081	\$ 6,396	\$ 6,114	\$ 5,838	\$ 5,289	\$ 5,286	\$ 5,397	\$ 6,951	\$ 4,965	\$ 3,579	\$ 3,801	\$ 3,885	\$ 5,535
TAXI MEDALLION FEES	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 4,000	\$ 800	\$ 100	\$ 100	\$ 325	\$ -	\$ 300
TAXI - TOTAL REVENUE	\$ 6,081	\$ 6,396	\$ 6,214	\$ 5,838	\$ 5,289	\$ 5,286	\$ 9,397	\$ 7,751	\$ 5,065	\$ 3,679	\$ 4,126	\$ 3,885	\$ 5,835
CURB MGMT CONTRACT													
SOFTWARE LICENSE/HOSTING	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408
BEACON LICENSING	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
TAXI - TOTAL EXPENSE	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,408	\$ 3,408	\$ 3,408	\$ 3,408	\$ 3,408	\$ 3,408	\$ 3,408
OPERATING INCOME / (LOSS)	\$ 2,831	\$ 3,146	\$ 2,964	\$ 2,588	\$ 2,039	\$ 2,036	\$ 5,989	\$ 4,343	\$ 1,657	\$ 271	\$ 718	\$ 477	\$ 2,427
FYTD 2019 (July 2018 - June 2019) OPERATING INCOME / (LOSS)													\$ 19,957
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 28,655

Transportation Network Companies (TNCs)



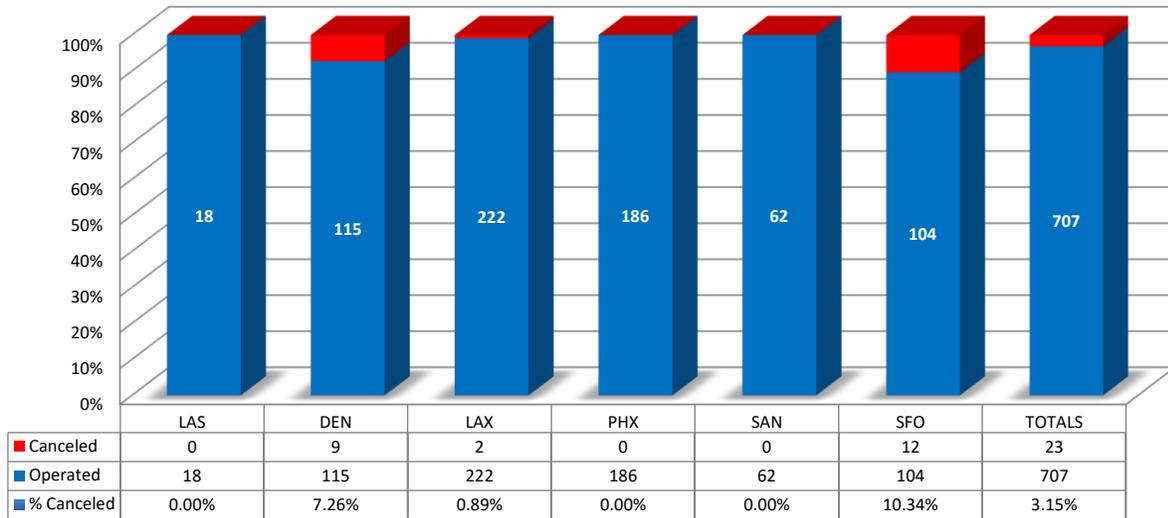
	2018 FEBRUARY	2018 MARCH	2018 APRIL	2018 MAY	2018 JUNE	2018 JULY	2018 AUGUST	2018 SEPTEMBER	2018 OCTOBER	2018 NOVEMBER	2018 DECEMBER	2019 JANUARY	2019 FEBRUARY
NUMBER OF TRIPS	4,024	4,018	4,195	4,555	4,293	4,585	5,506	5,005	6,029	4,796	4,504	4,816	5,049
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 11,412	\$ 12,912	\$ 11,079	\$ 10,410	\$ 11,562	\$ 12,072	\$ 12,054	\$ 16,518	\$ 15,015	\$ 18,087	\$ 14,388	\$ 14,448	\$ 15,147
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	<u>\$ 11,412</u>	<u>\$ 12,912</u>	<u>\$ 11,079</u>	<u>\$ 10,410</u>	<u>\$ 11,562</u>	<u>\$ 12,072</u>	<u>\$ 12,054</u>	<u>\$ 16,518</u>	<u>\$ 15,015</u>	<u>\$ 18,087</u>	<u>\$ 14,388</u>	<u>\$ 14,448</u>	<u>\$ 15,147</u>

Cumulative 12-Month Operating Income: \$ 163,692

Fiscal Year To Date (July 2018 - June 2019) Operating Income: \$ 105,657

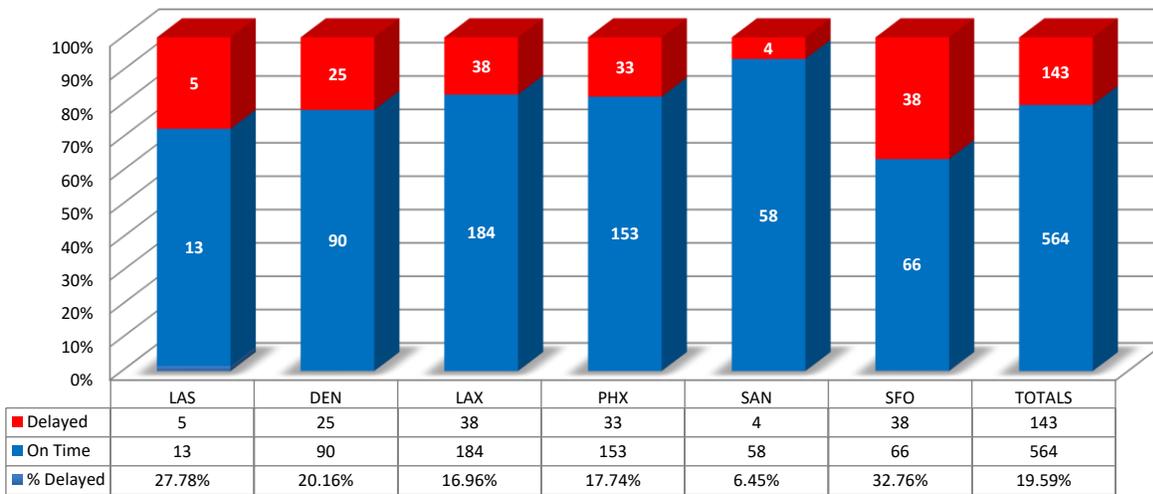
MARCH 2019

March Commercial Flights Operated vs. Canceled



TOTAL CANCELED FLIGHTS: 23

March Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 143



Monterey Regional Airport

April 2019 Flight Schedule



ARRIVALS					DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)
CRJ200 (50)	LAX		5310	9:30 AM	DAILY EXC 21 & 30	PHX		5721	5:55 AM	DAILY	CRJ900 (76)
EMB175 (76)	SAN		3389	8:30 AM	DAILY	LAX		5521	6:00 AM	DAILY EXC APR 21	CRJ200 (50) EMB175 (76)
CRJ900 (76)	DFW		5847	11:00 AM	DAILY from APR 2	SFO		5316	7:00 AM 6:00 AM	APR 1-29 APR30	CRJ200 (50) EMB175 (76)
CRJ900 (76)	PHX		5903	11:55 AM	DAILY	DEN		4761	6:30 AM	DAILY	ERJ145 (50)
ERJ145 (50)	DEN		4656	11:40 AM	DAILY	SAN		3476	9:10 AM	DAILY	EMB175 (76)
CRJ200 (50)	LAX		5337	1:35 PM 1:10 PM	APR 1-28 APR 29-30	LAX		5522	10:00 AM	DAILY EXC APR 30	CRJ200 (50) EMB175 (76)
A319 (156)	LAS		144	1:40 PM 2:15 PM	APR 1 MON & FRI	DEN		4764	12:15 PM	DAILY	ERJ145 (50)
EMB175 (76)	SFO		5201	2:00 pm	DAILY	PHX		5879	11:40 AM	DAILY	CRJ900 (76)
CRJ900 (76)	PHX		5839	3:35 PM	DAILY	DFW		5899	12:25 PM	DAILY from APR 2	CRJ900 (76)
CRJ200 (50) EMB175 (76)	LAX		5623	4:05 PM 5:30 PM	APR 1-7 9-28 APR 29	LAX		5534	2:05 PM 1:40 PM	APR 1-28 APR 29-30	CRJ200 (50)
CRJ900 (76)	PHX		5822	6:50 PM	DAILY EXC APR 1 & 21	LAS		145	2:30PM 3:05 PM	APR 1 MON & FRI	A319 (156)
CRJ200 (50) ERJ175 (50)	LAX		5384	9:15 PM	DAILY EXC SAT	SFO		5984	2:35 PM	DAILY	EMB175 (76)
CRJ900 (76)	PHX		5837	10:05 PM	DAILY	PHX		5839	4:15 PM	DAILY	CRJ900 (76)
ERJ145 (50)	DEN		4668	9:00 PM	DAILY	LAX		5724	4:40 PM 6:05 PM	APR 1-7, 9-28 APR 29-30 EXC SATS	CRJ200 (50) EMB175 (76)
CRJ200 (50) EMB175 (76)	SFO		5850	11:25 PM	DAILY	PHX		5822	7:20 PM	DAILY EXC APR 1 & 21	CRJ900 (76)

*Flight Schedule is general information and subject to change. Schedules are updated monthly and can change daily. Please contact your airline for further information.

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Strategy and Development
DATE: April 1, 2019
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

Attached is the current monthly Project Report for the Planning Department with the following highlights for March 2019:

- The Environmental Assessment (EA) for the Safety Enhancement Project for Taxiway “A” Relocation and Associated Building Relocations (proposed project)
 - Staff and the consultants submitted the administrative draft to the FAA for their review and comment on January 11, 2019. FAA staff review is running behind. Staff is still waiting on FAA of the draft.
- Runway 10L-28R Overlay and PAPI/REIL Installation Project
 - Graniterock has provided a project schedule, but the weather continues to stall the project commencement. The two-week shutdown of the runway is scheduled for April 8 - April 22, 2019, weather permitting.
- An engineering contract with Tartaglia Engineering for project design and project management services for the Infield Rehabilitation Project Improvements is on the Board Agenda for potential approval.
- Fred Kane Drive overlay project was paved by Granite Construction. Weather permitting the final road markings will be restored the week of April 1, 2019 and the project will be closed out.
- Staff have been in communication with Fire Trucks Unlimited and the refurbished ARFF vehicle is tentatively scheduled to arrival at the Airport on April 14, 2019.

FUNDING			EXPENDITURES				STATUS				
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	3/31/2019	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2013-02	59	13-18-C-00-MRY	\$1,180,000	\$1,177,274	\$0	\$0	100%	AIRPORT MASTER PLAN	The Initial Study for CEQA compliance has been completed. Airport has filed a pre-application with the FAA for funding of a NEPA Environmental Assessment in FY 16.	The FAA closed out the grant on January 13, 2017. Now that CEQA is completed the District will capatilize the project.
2	2015-03	62	16-21-C-00-MRY	\$335,000	\$300,129	\$41,366	\$341,495	99%	AIRPORT INFIELD SAFETY AREA REHABILITATION-Part A	CEQA - A Mitigated Negative Declaration (MND) was certified. The public comment period for the Draft EA began on June 29, 2018 and closed on July 30, 2018.	Staff are still waiting on FAA 's Record of Decision.
3	2016-01	64	16-21-C-00-MRY	\$1,783,654	\$1,208,262	\$309,462	\$1,517,724	80%	NEPA/PROPOSED SAFETY ENHANCEMENT PROJECTS	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	Administrative Draft EA was submitted to the FAA on January 11, 2019. Staff are awaiting FAA comments in order to move forward with the Assessment.
4	2016-01	64	District Only at this time.	\$756,346	\$487,274	\$240,364	\$727,638	100%	CEQA PROPOSED MASTER PLAN AND SAFETY ENHANCEMENT PROJECTS	An update was provided on January 31, 2018. The consultant team and staff continue to evaluate and prepare the draft documents.	On November 26, 2018 the Final EIR was certified and the Master Plan Project was adopted. The Notice of Determination was posted with the Monterey County on November 26, 2018.
5	2017-06	66	18-22-C-00-MRY	\$2,013,000	\$1,598,387	\$104,463	\$1,702,849	100%	REPLACEMENT AIRFIELD ELECTRICAL VAULT	Grant Agreement was executed on July 24, 2017. Kobo Utility Construction contract was executed on August 16, 2017. A Notice to Proceed has been provided to KOBO Utility Construction Corp.	Close out documents and final drawdown request were submitted to the FAA on 12/6/2018.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	3/31/2019	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2017-06	65	18-22-C-00-MRY \$54,670	\$6,990	\$8,006	\$14,995	85%	CONDUCT DISPARITY REPORT	FAA approved the use of PTAC and staff to conduct a Disparity Report. A grant agreement was executed on September 13, 2017.	Staff has gathered the data and completed the analysis. Draft will be submitted to FAA for their review and comment in June of 2019.	
7	2018-09	NA	18-22-C-00-MRY \$1,785,566	\$161,222	\$75,062	\$236,284	20%	RUNWAY 10L-28R OVERLAY AND PAPI	Bid was awarded to Graniterock Construction.	Graniterock has tentatively scheduled the construction for April 8 - April 22, 2019 with completion in late May 2019.	
8	2019-02	NA	14-09-C-00-MRY \$67,000	\$0	\$32,997	\$32,997	70%	RSA MITIGATION YEAR 4	As the USFW approved Biologist, a contract with SWCA was executed.	SWCA/ECI continue to conduct the monthly restoration and maintenance activities. Additional manzanita plants were installed in December 2018.	
9	2019-01	XX	18-22-C-00-MRY \$4,944,345	\$0	\$0	\$0	0%	INFIELD SAFETY AREA RECONSTRUCTION PHASE 1		An engineering contract is on the April 2019 Board Agenda, to complete project design in order to go out to bid and then secure a construction grant in FAA FY 2019.	
<u>OUTSIDE FUNDED PROJECTS:</u>											
10	2019-03	N/A	N/A \$2,128,058	\$0	\$10,950	\$10,950	5%	WATER DISTRIBUTION SYSTEM	A professional service contract with KHA was approved at the January 9, 2019 Board meeting to provide an analysis and cost estimate.	Staff and KHA continue to evaluate the feasibility of the distribution system. A draft analysis is tentatively scheduled to be presented at the May 2019 board meeting.	

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	3/31/2019	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE DISTRICT-FUNDED PROJECTS:											
11	2018-04	N/A	N/A	\$45,000	\$21,079	\$3,375	\$24,454	75%	EAST END PROCEDURE DEVELOPMENT	The 200' HAT for the new 10R procedure was published on November 8, 2018.	LEAN and staff continue to assist WPPF providing information as necessary for the 28L Chartered Visual Approach.
12	2019-04	N/A	N/A	\$250,000	\$0	\$0	\$0	0%	PURCHASE NEW ARFF VEHICLE	Board approved the purchase of a 2003 E Titan HR1500 ARFF Vehicle from Fire Trucks Unlimited on 2/28/19	Fire Trucks Unlimited are readying the vehicle for shipment. The truck is tentatively scheduled to arrive on April 14, 2019.
13	2019-05	N/A	N/A	\$37,500	\$0	\$36,659	\$36,659	0%	INSIDE TERMINAL REFRESH	Hold Room carpet replacement material installation was completed on September 18, 2018.	Completed
14	2019-06	N/A	N/A	\$335,000	\$0	\$22,389	\$22,389	10%	PAVEMENT REHABILITATION FRED KANE DRIVE	Granite Construction provided the lowest estimate and the contract was approved on the November 2018 Board agenda.	Granite Construction completed the overlay in March. They are waiting for a clear weather window to complete the road markings and punchlist. This work is tentatively schedule for the first week of April.
15	2019-07	N/A	N/A	\$32,300	\$0	\$32,294	\$32,294	100%	RV LOT 2 CONSTRUCTION	Lot construction was completed and RVs were moved over from DRO beginning on 9/30/18.	Completed



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

MARCH 2019

TO: Michael La Pier, Executive Director
FROM: Officer Kyle Baum
DATE: April 1st, 2019
SUBJECT: Police Activity Report for March 2019

The following is a summary of significant activity in the Police Department in March, 2019:

Highlights

Del Rey Oaks Police Officers responded to **326 door and gate alarms** in March.

Based off of Business complaints, Officer Baza conducted traffic enforcement with an emphasis of speed throughout the month.

Training

LAX World of Airports P.O.S.T. Training attended by Sgt. Nguyen and Ofc. Baza

Calls for Service

1. 3/1/19 Fri 0045 Dowson
AIRPORT TERMINAL-CITIZEN ASSIST:
Officer assisted a subject who's vehicle was not starting due to a malfunction with the alarm. Officer was able to reset the alarm for the citizen.
2. 3/3/19 Sat 2349 Dowson / Sgt. Nguyen
AIRPORT TERMINAL-CITIZEN ASSIST:
RP reported that she had been "cat fished" by a subject that she had been speaking to and sending money to, for over (5) years. RP stated that she left her life in Pennsylvania to be with him in Monterey but upon arrival, the subject never showed. RP had no money and minimal provisions. Officer purchased the RP some food and facilitated contact with the airline to see if they would assist her in getting a ticket back home. An informational case report was generated.
3. 3/3/19 Mon 2200 Rice / Ball
AIRPORT TERMINAL / AVIS CAR RENTAL-PEACE DISTURBANCE:
RP reported an irate customer at the above business. A subject had been declined rental due to a low credit score. The subject demanded a printout of the reason why she was denied. Officers arrived on scene and was able to assist the RP into getting the information that the subject wanted. RP was a new employee. The subject was satisfied with the results and left the business.

4. 3/6/19 Wed 0920 Anderson
AIRPORT TERMINAL-AMMUNITION IN BAGGAGE:
TSA reported that a passenger's bag had live ammunition inside. The passenger advised that it was an oversight. The ammunition was turned over to the passenger's family member.

5. 3/6/19 Wed 1430 Anderson
AIRPORT TERMINAL-SUSPICIOUS CIRCUMSTANCES:
A custodian reported finding used syringes inside of a restroom in the passenger waiting area. Officer took custody of the syringes and disposed of them in an approved sharps disposal box. No subjects were located.

6. 3/18/19 Mon 1400 Baum
AIRPORT TERMINAL-VICE PRESIDENT DETAIL:
Officer, along with 4 VIPR Agents were in charge of Terminal Security while VP Pence flew into MJC. No incidents to report

7. 3/19/19 Tue 0600 Baum
AIRPORT TERMINAL-VICE PRESIDENT DETAIL:
Officer, along with 4 VIPR Agents were in charge of Terminal Security while VP Pence flew out of MJC. No incidents to report.

8. 3/21/19 Wed 0044 Dowson
AIRPORT TERMINAL-LATE FLIGHT ASSIST:
Officer arrived on scene for a flight that had arrived late when it was supposed to be cancelled. The flight had no ground crew to direct the plane. Officer stood by until a ground crew arrived.

9. 3/28/19 Thu 1300 Sgt. Guzman / Baza
AIRPORT TERMINAL / LONG-TERM LOT-SUSPICIOUS CIRCUMSTANCES:
Officer arrived on scene for a suspicious circumstance. Adult male appeared to be casing vehicles in the long-term parking lot. Subject was interviewed and advised to not come back to the airport.

10. 3/28/19 Thu 1400 Sgt. Guzman / Baza
AIRPORT TERMINAL-FIRE ALARM:
Officer arrived on scene for a fire alarm. It was determined that smoke was coming from the motor that operated the TSA Exit door. The door is still inoperable according to maintenance.

END OF REPORT.

K.BAUM
#7614