

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

September 18, 2024 - 8:00 AM

**Monterey Regional Airport
200 Fred Kane Drive, Ste. 200
Monterey, CA 93940**

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

The Monterey Peninsula Airport District will continue to broadcast the Board Meetings via Zoom video conference for viewing by the public. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **831 7098 4092**. If you do not have access to the internet, you may listen telephonically by calling (253) 215-8782 and entering the same Meeting ID.

Pursuant to Resolution 1862, members of the public may provide comments remotely for Board Meetings which are held in the Board Room. In the event that remote participation technology is unexpectedly not available, such as during an internet service outage, electrical outage, or other technological issue that prevents remote participation by the public, the meeting will not be continued or cancelled. Remote participation is provided as a courtesy and members of the public who rely upon remote participation to provide public comment do so at their own risk. When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 7:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Any person may address the Monterey Peninsula Airport District Board at this time on any item that is **NOT** on today's agenda and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.

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 Regular Meeting of the Monterey Peninsula Airport District Board of Directors of August 21, 2024](#)

Approve 2. [Minutes of the Budget & Finance Committee of the Monterey Peninsula Airport District Board of Directors of Sept 9, 2024](#)

- Approve 3. [Minutes of the Air Carrier Service – Marketing – Community Relations Meeting of the Monterey Peninsula Airport District of Sept. 10, 2024](#)
- Adopt 4. [Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

- Presentation 1. Ramp Construction Project Update
- Approve 2. [Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. to Provide Design Support Services for the Safety Enhancement Program \(SEP\) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements](#)
- Approve 3. [Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District](#)
- Approve 4. [Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services](#)
- Approve 5. [Creation of Personnel Ad Hoc Committee](#)

H. ACCEPTANCE OF DEPARTMENT REPORTS AND BOARD REPORTS

- a. [The Board receives Department Reports which do not require any action by the board.](#)
- b. Board Member questions (if any) for Standing Committees.
- c. Ad-Hoc Committee Reports:
 - i. Local Jurisdiction Liaison Director Leffel & Miller
- d. Liaison/Representatives Reports:
 - i. Local Agency Formation Commission Director Leffel
 - ii. Regional Taxi Authority Director Pick
 - iii. Transportation Agency for Monterey County Director Miller
 - iv. Special Districts Association Liaison Director Gaglioti
 - v. Association of Monterey Bay Area Governments Director Leffel
- e. Board Member reports on conferences and events approved to attend at District expense (per AB 1234 and the Director Remuneration & Business Expense Reimbursement Policy).

I. CLOSED SESSION

- 1. **EMPLOYMENT.** Pursuant to Gov. Code section 54957(b), the Board will meet with District Counsel to consider the appointment/employment related to the following position: Executive Director.

J. RECONVENE TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

L. DISCUSSION OF FUTURE AGENDAS

M. ADJOURNMENT

AGENDA DEADLINE

This is the final Agenda that has been posted on the bulletin board outside of the District Offices in the Terminal Building at the Monterey Regional Airport no less than 72 hours prior to the meeting.

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.

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.

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

August 21, 2024 - 8:00 AM

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

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Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 7:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

Chair Leffel called to order the Regular Meeting of the Monterey Peninsula Airport District Board of Directors at 8:01 AM. Directors Chorbajian, Gaglioti, Pick and Miller were present. The following staff were present: Executive Director La Pier, District Counsel Huber, Deputy Executive Director Morello, Controller Wilson, and Acting Board Secretary Adams. Deputy Executive Director Robare was absent.

B. PLEDGE OF ALLEGIANCE

Director Gaglioti led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Executive Director La Pier announced that the launch of the Sun Country Airlines service to and from Minneapolis, MN on August 8, 2024, was successful. He acknowledged Staff for orchestrating an impressive launch celebration with Sun Country and the community during the inaugural flights.

Chair Leffel reported that Jack Van Valkenburgh acknowledged the Monterey Peninsula Airport District Board during his opening remarks at the Motorlux event held at the Monterey Jet Center last week and thanked the Airport for their support.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Uwe Grobecker, a member of the public, took issue with one of the staff responses on the July Monterey Airport Noise Comment Report.

E. CONSENT AGENDA - ACTION ITEMS

- Approve 1. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of July 17, 2024
- Approve 2. Minutes of the Budget & Finance Committee of the Monterey Peninsula Airport District Board of Directors of August 12, 2024
- Approve 3. Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting of the Monterey Peninsula Airport District of August 13, 2024
- Approve 4. Minutes of the Airport Property Development & Leases Committee Meeting of the Monterey Peninsula Airport District of August 14, 2024
- Approve 5. Amendment to Employment Agreement for Executive Director

Director Pick pulled Item E.3.

Director Chorbajian motioned to approve Items E.1, E.2, E.4, and E.5. Director Pick seconded the motion. The motion was approved unanimously by a roll call vote of 5-0.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

Director Pick requested an edit to the Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting Minutes to add that the Directors thanked the public for attending and voicing their concerns and encouraged them to continue the dialog with the Committee.

Director Leffel requested an edit to the Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting Minutes to add that the committee members discussed better communication from Allegiant Airlines during long flight delays so that the airport tenants that service passengers can be made aware of the circumstances.

Director Miller motioned to approve Item E.3 with the edits requested. Director Chorbajian seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

G. REGULAR AGENDA - ACTION ITEMS

- Presentation 1. Replacement Terminal Design Update by HOK

Executive Director La Pier introduced Item G.1. He reported staff has been working with the architect to further refine the design of the replacement terminal. He introduced Bart van Vliet and Alan Bright from HOK who attended the meeting by videoconference.

Mr. van Vliet and Mr. Bright presented a slide show of renderings of the airport replacement terminal design that highlighted passenger circulation, proposed color schemes, seating areas, and flooring schemes.

Uwe Grobecker, a member of the public, asked how to protect the wood elements of the design from the salt air.

Mr. van Vliet answered questions from Directors.

Executive Director La Pier gave an overview of design changes that have occurred since the last presentation.

Mr. van Vliet and Executive Director La Pier received comments from Directors about their individual preferences in specific design element areas.

A break was taken from 9:14 AM to 9:19 AM. When the Board reconvened Director Pick was absent.

Receive 2. Report on Firm Selection Process for Investment Banking / Underwriting Services and Introduction of Adam Aranda with Barclays Capital Inc.

Mark Wilson, Controller, reviewed the process of selecting a firm to join the airport's Team of Finance to perform investment banking/underwriting services. He announced Barclay's Capital, Inc. had been chosen and introduced Adam Aranda, Barclays Capital, Inc., who attended the meeting by videoconference. Mr. Aranda introduced his team members.

Director Gaglioti reported the Finance Committee had an extensive discussion with Mr. Aranda.

There was no Public Comment.

Receive 3. Update to Noise Information Related to Overflight Presented by Monterey Fly Safe Coalition

It was determined by consensus that the Board would consider Item G.4 prior to receiving Item G.3.

Adopt 4. Resolution No. 1885, A Resolution Approving the Bid for Runway 28L-10R Improvement Project and Authorizing Execution of a Contract with Granite Rock Company

Dan Johanson, Monterey Peninsula Airport District Planning Manager, introduced Item G.4 for consideration. Director Pick rejoined the meeting during his introduction. Mr. Johanson noted the bid was considered within estimates and the engineer of record recommended Granite Rock be awarded the contract.

No Public Comment.

Mr. Johanson answered questions. Directors discussed the project.

Director Chorbajian motioned to adopt Resolution No. 1885, A Resolution Approving the Bid for Runway 28L-10R Improvement Project and Authorizing Execution of a Contract with Granite Rock Company. Director Miller seconded the motion. The motion was approved unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1885

A RESOLUTION APPROVING THE BID FOR RUNWAY 28L-10R IMPROVEMENT PROJECT AND AUTHORIZING EXECUTION OF A CONTRACT WITH GRANITE ROCK COMPANY

WHEREAS, June 21, 2024 Resolution No. 1848 Approving the FY24 Capital Improvement Budget and July 20, 2022 Resolution No. 1827 Approving the 2022-2028 Airport Capital Improvement Plan (ACIP), which both included the Runway 28L-10R Improvement Project, were adopted; and

WHEREAS, May 15, 2024, the Board adopted Resolution No. 1874 Authorizing a Professional Services Agreement with Tartaglia Engineering to prepare design and bid specifications for Runway 28L-10R Improvement Project; and

WHEREAS, The Federal Aviation Administration (FAA) has programmed the Runway 28L-10R Improvement Project under the Fiscal Year 2024 Airport Improvement Program (AIP); and

WHEREAS, representatives of the Federal Aviation Administration (FAA) approved the Specifications and Invitation for Bids; and

WHEREAS, Invitation for Bids was published in the Monterey Herald on June 14 and June 21, 2024 and a mandatory pre-bid meeting was held on June 26, 2024. Sealed bid proposals were received on July 11, 2024 at 1:00 p.m. PDT and publicly opened; and

WHEREAS, after considering the bids received for the performance of the Runway 28L-10R Improvement Project it is in the best interest of the Airport to accept the lowest responsive and responsible bid from Granite Rock Company.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm Granite Rock Company for the Runway 28L-10R Improvement Project in the not-to-exceed amount of \$2,506,000.00, and authorize the Executive Director, or his designee, to execute said contract.

BE IT FURTHER RESOLVED THAT: execution of said contract is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of August 2024, by the following roll call vote:

AYES:	DIRECTORS:	Chorbajian, Gaglioti, Pick, Miller, & Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	None

Receive 3. Update to Noise Information Related to Overflight Presented by Monterey Fly Safe Coalition

Scott Huber, District Counsel, presented a slide show that represented his research on the overflight information provided to him by Monterey Fly Safe Coalition members.

Directors discussed the findings and directed District Counsel Huber to present this information at the September 10, 2024, Air Carrier Service – Marketing – Community Relations Committee meeting. It was noted that, in addition, it will appear in the Board meeting recording for today’s meeting.

Adopt 5. Resolution No. 1886, A Resolution Authorizing a Professional Services Agreement with Kimley Horn and Associates Inc. to Provide Program Management for Runway 28L-10R Improvement Project Construction Observation Services

Deputy Executive Director Morello introduced Item G.5 and noted this is in tangent with Resolution No. 1885. She stated the Independent Fee Estimate (IFE) was within 2% of the proposal.

No Public Comment.

Director Pick motioned to adopt Resolution No. 1886, A Resolution Authorizing a Professional Services Agreement with Kimley Horn and Associates Inc. to Provide Program Management for Runway 28L-10R Improvement Project Construction Observation Services. Director Miller seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1886

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. TO PROVIDE PROGRAM MANAGEMENT FOR RUNWAY 28L-10R IMPROVEMENT PROJECT CONSTRUCTION OBSERVATION SERVICES

WHEREAS, the Monterey Peninsula Airport District (MPAD) has previously submitted an Airport Capital Improvement Program (ACIP) for FY 2022- 2028; and

WHEREAS, Resolution No. 1848 Approving the FY24 Capital Improvement Budget was adopted on June 21, 2024 and contained project 2023-02 Runway 28L-10R Treatment; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) have programmed Airport Improvement Program funds in Federal Fiscal Year 2024 based on bids and professional service fees; and

WHEREAS, Kimley Horn and Associates Inc. will develop and implement a client communication process and will provide on-site construction observation services related to this Project.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Kimley Horn and Associates Inc., for Program Management for the Runway 10R-28L Improvement Project Construction Observation Services, in an amount not-to-exceed \$249,010.00.

BE IT FURTHER RESOLVED THAT: execution of said contract is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of August 2024, by the following roll call vote:

AYES:	DIRECTORS:	Chorbajian, Gaglioti, Pick, Miller, & Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	None

Approve 6. Amendment to the Professional Services Agreement with Tartaglia Engineering to Provide Construction Support Services for the Runway 28L-10R Improvement Project

Deputy Executive Director Morello introduced Item G.6 and gave an overview of the scope of work included in this Amendment to the Professional Services Agreement with Tartaglia Engineering.

No Public Comment.

Director Pick motioned to approve the Amendment to the Professional Services Agreement with Tartaglia Engineering to provide construction support services for the Runway 28L-10R Improvement Project. Director Gaglioti seconded the motion. The motion was approved by a roll call vote of 5-0.

Adopt 7. Resolution No. 1887, A Resolution Accepting the Guaranteed Maximum Price from OTTO Construction for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements Circulation Elements

Deputy Executive Director Morello introduced Item G.7 and reminded Directors that OTTO Construction was approved on June 20, 2024, as the Construction Manager-at-Risk (CMAR) on the Terminal Complex Landside Improvements Project.

Deputy Executive Director Morello and Executive Director La Pier answered questions from Directors.

No Public Comment.

Director Miller motioned to approve Resolution No. 1887, A Resolution Accepting the Guaranteed Maximum Price from OTTO Construction for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements Circulation Elements. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 5-0.

RESOLUTION NO. 1887

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FROM OTTO CONSTRUCTION FOR THE SAFETY ENHANCEMENT PROGRAM (SEP) TAXIWAY A RELOCATION - PHASE D3 TERMINAL COMPLEX LANDSIDE IMPROVEMENTS CIRCULATION ELEMENTS

WHEREAS, November 26, 2018, the Board of Directors (BOD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport; and

WHEREAS, September 11, 2019, the BOD adopted Resolution No. 1761 Authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA) to Provide Project Management Services Related to the Development of Airport Capital Improvement Projects; and

WHEREAS, April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan; and

WHEREAS, on June 20, 2024, Resolution No. 1880, Approving the FY25 Capital Improvement Program (CIP) Budget and July 22, 2022, Resolution No. 1827, Approving the 2022 -2028 Airport Capital Improvement Plan (ACIP), which both included the Safety Enhancement Project (SEP) Phase D3 Landside Improvements were adopted; and

WHEREAS, on September 12, 2018, the District adopted Resolution 1724, A Resolution of the Monterey Peninsula Airport District Authorizing Alternative Project Delivery Methods for Acquisition of Capital Projects and Construction at the Monterey Regional Airport; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) have indicated a willingness to fund the Terminal Facility Landside Improvements project and have approved the alternative delivery method of Construction Manager-At-Risk (CMAR); and

WHEREAS, on June 20, 2024, Resolution No 1882 Authorizing a Professional Service Agreement with Otto Construction as the Construction Manager-at-Risk was adopted; and

WHEREAS, a grant application was submitted to the FAA upon receipt of the Guaranteed Maximum Price (GMP) for the Landside Circulation Elements using Airport Improvement Program (AIP) FAA-FY2024 funds for the improvements.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD accepts the Guaranteed Maximum Price from Otto Construction for the Landside Improvements Circulation Elements and authorize the Executive Director, or his designee, to issue a Notice-to-Proceed for the construction services in connection with the New Terminal Facility – Landside Improvements project at the Monterey Regional Airport for a not-to-exceed cost of \$16,919,500.

BE IT FURTHER RESOLVED THAT: execution of said contract amendment is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of August 2024, by the following roll call vote:

AYES:	DIRECTORS: Chorbajian, Gaglioti, Pick, Miller, & Leffel
NOES:	DIRECTORS: None
ABSTAIN:	DIRECTORS: None
ABSENT:	DIRECTORS: None

Approve 8. Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements

Deputy Executive Director Morello reminded the Directors that Kimley-Horn and Associates, Inc. is the Safety Enhancement Program (SEP) Project Manager, and this amendment supports the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements Project.

No Public Comment.

Director Pick motioned to approve the Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 5-0.

Adopt 9. Resolution No. 1888, A Resolution Adopting a Freeze on Meeting Stipends at the Current Level

Chair Leffel introduced Item G.8 by reviewing the recent history related to setting the amount of the Board Stipend and her recommendation to adopt a freeze on the increases allowed.

No Public Comment.

District Counsel Huber answered questions from Directors.

Director Pick motioned to approve Resolution No. 1888, A Resolution Adopting a Freeze on Meeting Stipends at the Current Level. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 5-0.

RESOLUTION NO. 1888

A RESOLUTION ADOPTING A FREEZE ON MEETING STIPENDS AT THE CURRENT LEVEL

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, the Board of Directors previously passed Resolution 1743 to adjust the amount of compensation per meeting, which is currently set at \$127.63 per meeting; and

WHEREAS, the Board of Directors believes that the current amount of compensation should remain frozen at the current level.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that the Board authorizes a freeze on the meeting stipend at the amount of \$127.63 per meeting, until this resolution is superseded or withdrawn by the Board of Directors.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of August 2024, by the following roll call vote:

AYES:	DIRECTORS:	Chorbajian, Gaglioti, Pick, Miller, & Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	None

H. CLOSED SESSION

1. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: ACCO-Wilson, Inc., v. Mill Construction Company, et al., Monterey County Superior Court, Case No. 24CV000921.
2. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Collins Electrical Co., Inc., v. Mill Construction Company, et al., Monterey County Superior Court, Case No. 24CV02304.

3. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Mill Construction Company v. BlueScope Construction Inc., et al., Monterey County Superior Court, Case No. 24CV001770.
4. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Patibanda v. Foster, et al., Monterey County Superior Court, Case No. 24CV002782.
5. **POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(4), the Board will meet with the Executive Director and General Counsel related to potential initiation of litigation: one case.
6. **EMPLOYMENT.** Pursuant to Gov. Code section 54957(b), the Board will meet with District Counsel to consider the appointment/employment related to the following position: Executive Director.

Directors entered Closed Session at 10:49 AM.

I. RECONVENE TO OPEN SESSION

Directors reconvened to Open Session at 11:59 AM. There was no reportable action.

District Counsel Huber stated Directors Pick and Gaglioti had excused themselves from the meeting at 11:55 AM.

J. BOARD REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

- a. The Board receives Department Reports which do not require any action by the board.
- b. Board Member questions (if any) for Standing Committees.
- c. Ad-Hoc Committee Reports:
 - i. Local Jurisdiction Liaison Director Leffel & Miller
- d. Liaison/Representatives Reports:
 - i. Local Agency Formation Commission Director Leffel
 - ii. Regional Taxi Authority Director Pick
 - iii. Transportation Agency for Monterey County Director Miller
 - iv. Special Districts Association Liaison Director Gaglioti
 - v. Association of Monterey Bay Area Governments Director Leffel
- e. Board Member reports for conferences and events approved to attend at Monterey Peninsula Airport District expense (per AB 1234 and the Director Remuneration & Business Expense Reimbursement Policy).

Executive Director La Pier answered a question regarding the Police Report.

Chair Leffel answered questions regarding the Air Service Committee meeting.

Chair Leffel reported LAFCO was cancelled in August.

Director Miller reported TAMC did not meet in July and the next meeting is August 28, 2024.

Chair Leffel reported she did not attend the AMBAG meeting this month.

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

L. DISCUSSION OF FUTURE AGENDAS

None.

M. ADJOURNMENT

The meeting adjourned at 12:02 PM.

*Approved at the
Meeting of September 18, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

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

September 9, 2024 – 10:30 AM Pacific Time

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Committee Meeting in person and request to speak to the Committee Members when the Chair calls for public comment.

Alternatively, members of the public who desire to provide input as to any item can send an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Committee Members for consideration and will be compiled as part of the record.

A. CALL TO ORDER

The meeting of the Budget & Finance Committee of the Monterey Peninsula Airport District was called to order at 10:33 AM. Directors Leffel & Gaglioti, Executive Director La Pier, Controller Wilson, and Acting Board Secretary Adams were present.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. REGULAR AGENDA – ACTION ITEMS

Review 1. Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements

Brian Roth, Landside Project Manager, presented Item C.1. highlighting the Scope of Work, the Independent Fee Estimate, and the Source of Funds for the SEP Taxiway A Relocation - Phase D3 Terminal Complex Landside Improvements.

Mr. Roth and Executive Director La Pier answered questions from Directors.

No Public Comment.

The Finance Committee supported Item C.1 with clarification regarding the sub-contractor's scope of work.

Review 2. Approve Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services

Dan Johanson, Planning Manager, introduced Item C.2 stating Certified Compliance Monitoring is required and the estimate is based on anticipated hours to complete based on staff experience with similar work scope.

No Public Comment.

The Finance Committee agreed to support the approval of an Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services.

- Review 3. Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

Dan Johanson, Planning Manager, introduced Item C.3 and explained the purpose of the Non-Federal Reimbursable Agreement (RA) was to perform services relating to the relocation of the FAA's RTR cables servicing the Monterey Airport Traffic Control Tower, which are impacted by the relocation of the commercial apron and airport terminal projects.

No Public Comment.

The Finance Committee agreed to support the approval of the amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District.

- Review 4. Fiscal Year to Date Financial Statements

Controller Wilson reviewed the July 2024 Financial Statements, which represent the first month of the 2025 fiscal year. He highlighted being ahead in Revenue and behind on Expenses due to timing, Fiscal Year 2025 Rates and Charges increases being realized starting in July, and a good cash position.

Controller Wilson reviewed the purpose of the Team of Finance weekly meetings.

There was a discussion about the recent Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant announcements and the more than \$37 million awarded to Monterey Regional Airport for runway improvements, apron improvements, aircraft rescue and firefighting equipment, and landside terminal improvement projects.

Controller Wilson explained the role TIFIA could play in the replacement terminal financing process. Executive Director La Pier answered questions regarding the TIFIA process.

Uwe Grobecker, a member of the public, commented on the favorable state of the Airport's finances, expressed some concern about the possibility of a recession, and asked why there was \$150k budgeted for election expenses.

Executive Director La Pier explained that Monterey County handles the election process for the County of Monterey, and they assign costs to those who have open positions on the ballot. Controller Wilson explained how the budget number was calculated. Executive Director La Pier explained the actual cost is dependent on the number of elections and number of voters.

E. ADJOURNMENT

The meeting adjourned at 11:14 AM.

*Approved at the
Meeting of September 18, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

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

September 10, 2024 – 10:00 AM Pacific Time

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD AND COMMITTEE MEETINGS

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Committee Meeting in person and request to speak to the Committee Members when the Chair calls for public comment.

Alternatively, members of the public who desire to provide input as to any item can send an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Committee Members for consideration and will be compiled as part of the record.

A. CALL TO ORDER

The meeting of the Air Carrier Service – Marketing – Community Relations Committee was called to order at 10:03 AM Pacific time. Directors Leffel and Pick, Executive Director La Pier, District Counsel Huber, Deputy Executive Director Robare, and Acting Board Secretary Adams were present. Director Leffel attended by videoconference from the alternate location noticed on the agenda.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. REGULAR AGENDA – ACTION ITEMS

Discuss 1. Presentation of Findings Related to Overflight Information and Community Noise Concerns Previously Relayed by the Monterey Fly Safe Coalition

District Counsel Huber gave a presentation of findings from his research into the “screen grabs” he had received, from members of the Monterey Fly Safe Coalition, of specific instances of planes overflying New Monterey. He explained that Standard Instrument Departure (SID) procedures are air traffic control procedures used for Instrument Flight Rule (IFR) flights and there are three authorized deviations: safety, traffic, and weather.

District Counsel Huber reviewed the steps he took to research each flight example he had been given. He found in the first two instances the deviation from the standard departure path (known as Monterey 5) was due to traffic, and the need to create a safe separation of aircraft so as not to encounter wake turbulence, which can be very dangerous to the airplane flying into it. He explained how traffic often cannot be avoided due to the “release time” window for aircraft that are being controlled by Air Traffic Control at the destination airport, to ensure they are able to land when they arrive.

District Counsel Huber reviewed flight radar screen shots showing one flight did fly the standard departure path. Three other flights in question were cleared by air traffic control for the standard departure, but the permission changed right before take-off, most likely due to the weather conditions, which included scattered clouds and winds that could shift the cloud cover.

District Counsel Huber answered questions from members of the public in attendance. There was a question about the Phoenix airport being sued by the public for changing its flight path. District Counsel Huber explained it wasn't the airport that was sued; the city of Phoenix sued the Federal Aviation

Administration (FAA), and they did prevail because it was found the flight path was changed without the proper National Environmental Policy Act (NEPA) review process.

In response to questions raised at prior meetings, District Counsel Huber reviewed the Airport Noise and Capacity Act of 1990 (ANCA), the fact that Monterey Airport had no noise curfews or flight paths mandated prior to the passage of ANCA, and that military aircraft are exempt from noise regulations.

In response to a letter received on August 19, 2024, from the Monterey Fly Safe Coalition, suggesting additional measures be adopted by the Airport, District Counsel Huber stated ANCA prohibits local noise regulations related to aircraft.

Public Comment:

Joyce Haverman, a member of the public, disagreed with District Counsel Huber that Monterey Airport did not have an existing mandatory flight path prior to 1990.

Nancy Runyon, a member of the public, referred to page 48 of the Grand Jury Report – “Monterey Regional Airport: Understanding Noise” and read the paragraph related to noise. She disagreed with the sentence in the report that said, “General laws of aerodynamics dictate that aircraft land and take off into the wind.” She handed District Counsel Huber a document entitled “6 Hazards of Tailwinds During Takeoff and Landing” found on a digital blog for pilots.

Howard Fosler, a member of the public, stated he is learning a lot and yet has still seen many departures deviate from the standard procedure in what appears to be good weather. He asked that the airport make sure that Air Traffic Control in the tower know how disconcerting it is to the neighborhood when there is a deviation from “Monterey 5”.

Kathy Grusnowski, a member of the public and Pasadera resident, commented she has noise issues with landings, especially in the evenings. She stated neighbors believe the noise was more tolerable prior to 2015 and she asked what might have changed at that time.

Public Comment was closed at 11:12 AM.

Director Pick thanked all the members of the Public for participating and giving this committee the opportunity to do due diligence. He stated that a shared understanding of the issues is the goal, and that will take some time. He invited the public to continue to participate in this meeting and asked staff to continue to answer the questions.

Director Leffel suggested staff communicate the schedule for the U.S. Airforce Thunderbirds when it is known, as they will be arriving for the Salinas Airshow in October.

Discuss 2. August Noise Report

Director Leffel was pleased to see detailed responses on the August Noise Report.

No Public Comment.

Discuss 3. Air Carrier Service & Development Update

Executive Director La Pier reviewed the Monterey Regional Airport (MRY) Update prepared by SEH, the MRY air service development consultant, which included a very favorable leakage report for Monterey, a look at the fastest growing airports in the region and the top 25 seat capacity declines in the region, neither of which included Monterey.

There was a discussion about airline routes and airport capacity in larger markets.

Discuss 4. Local Marketing and Digital Outreach Update

In response to a question, Executive Director La Pier stated the total reach for the website and social media channels was at its highest level in March due to advertising and Spring Break.

Discuss 5. Passenger Comments, Services and Amenities Update

There was a discussion about the passenger comment regarding the walk from long-term parking being a more difficult journey since it has been relocated.

D. ADJOURNMENT

The meeting adjourned at 11:34 AM.

*Approved at the
Meeting of September 18, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

TO: Monterey Peninsula Airport District Board of Directors
FROM: Mike La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District

BACKGROUND. The Board may consider a Resolution to Readopt the Conflict of Interest Code for the Monterey Peninsula Airport District. This matter was previously approved in May 2024 by the Board, however, the Monterey County Assistant Clerk who oversees conflict of interest matters requested that the positions in Section 2 of Exhibit A be clarified as to which disclosure categories pertain to each position.

DISCUSSION. The State of California Fair Political Practices Commission (FPPC) requires that the local jurisdictions adopt a Conflict of Interest code requiring individuals holding designated positions to file Statement of Economic Interest forms and designating the Filing Officer for the local jurisdiction. The FPPC requires a review of this Conflict of Interest code every even year in order to incorporate any new regulations, requirements, or designated positions.

For the District, the FPPC Statement of Economic Interests are public records maintained by the District and by the State. These documents provide the public with information about where the filers derive their income or other benefits, have economic interests, and potentially have conflicts based on those interests. The purpose of the FPPC laws and regulations is to provide transparency in the interest of those who are making decisions with the public's funds.

The District has maintained and amended position titles that staff is recommending be included as designated positions to file conflict of interest statements. Position titles being eliminated are Deputy Executive Director of Finance and Administration and Deputy Director of Strategy and Development. Position titles being added are Deputy Executive Director, Deputy Executive Director Operations and Maintenance, and Controller.

The Board will consider adoption of the Resolution.

FISCAL IMPACT. Minimal staff time in maintaining the records.

RECOMMENDATION. Adopt Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District.

ATTACHMENTS.

Resolution No. 1870
Exhibit "A" – Conflict of Interest Code

RESOLUTION NO. 1870

A RESOLUTION ADOPTING THE REVISED CONFLICT OF INTEREST CODE OF THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT:

1. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Exhibit "A" in which officials and employees are designated and disclosure categories are set forth and constitute the Conflict of Interest Code of the Monterey Peninsula Airport District.
2. Designated employees shall file Statements of Economic Interests with the District Secretary, or their designated appointee, to whom the Board of Directors hereby designates the authority to carry out the duties of the Filing Officer.
3. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the Monterey Peninsula Airport District.
4. The Executive Director of the District, or his designee, will submit to the Monterey County Board of Supervisors the adopted code.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 18th day of September 2024 by the following roll call vote:

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

Signed this 18th day of September 2024

Mary Ann Leffel, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

Exhibit A to Resolution 1870

CONFLICT OF INTEREST CODE OF THE MONTEREY PENINSULA AIRPORT DISTRICT

As stated in Section 1 of Monterey Peninsula Airport District's enabling act, titled Monterey Peninsula Airport District Created, A public airport district is hereby created and designated as the "Monterey Peninsula Airport District". The territory and boundaries of the district shall be all of the territory in the County of Monterey. Therefore, the jurisdiction is within the County of Monterey.

SECTION 1. Purpose

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to the amendments of the Political Reform Act. Therefore, the term of section 18730 of Title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the below information designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Monterey Peninsula Airport District (thereafter "District").

SECTION 2. Designated Positions

Individuals holding positions listed below are designated employees and shall file their statement of economic interests with the Monterey Peninsula Airport District, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. The following positions shall file a statement of economic interest as outlined below:

<u>POSITION</u>	<u>DISCLOSURE CATEGORY</u>
Board Member	87200 and All Section 3 Disclosures
District Counsel	87200 and All Section 3 Disclosures
District Secretary	87200 and All Section 3 Disclosures
Executive Director	87200 and All Section 3 Disclosures
Deputy Executive Director	87200 and All Section 3 Disclosures
Deputy Executive Director of Operations and Maintenance	87200 and All Section 3 Disclosures
Controller	87200 and All Section 3 Disclosures

Upon receipt of the statements listed above, the District shall make and retain copies of the statements and forward the original statements to the Board of Supervisors of the County of Monterey (“the code reviewing body”).

SECTION 3. Disclosure Categories

An official designated in Government Code section 87200 is required to file full disclosure of all categories pursuant to the Political Reform Act. (See Government Code §§87200-87210.) In addition, the disclosure set forth below specifies which kinds of financial interests are reportable. Each designated employee shall file a statement disclosing the employee’s interest in investments, real property, income and business positions as designated below. It has been determined that the financial interests set forth in the disclosure categories are the kinds of financial interests which foreseeably may be materially affected through the conduct of a designated employee’s office.

- I. Investments (whether or not held by a business entity or trust) in any business entity which has provided in the past two years leased facilities, goods, equipment, vehicles, machinery or services of the types used by the district in an amount equal to or exceeding \$2,000 per year or in any business entity that may foreseeably do so within the next two years.
- II. Interests in real property (whether or not held by a business entity or trust) located in the jurisdiction of the District.
- III. Income (including loans and gifts) from any types of business entities referred to in section I above.
- IV. Business positions in any of the types of business entities referred to in section I above.

Personal Financial Gain

- A. Laws Prohibiting Bribery (Pen. Code § 68)

Any employee, elected official or appointee is prohibited from accepting a bribe. Doing so may constitute a felony and is punishable by prison time and fines.

- B. Conflicts of Interest Under the Political Reform Act (Gov. Code § § 87100, 87103)

Gov. Code § 87100: No government employee, official or appointee shall make, or in any way attempt to use, his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has any financial interest.

Gov. Code § 87103: No employee, official or appointee shall make a decision with a financial interest if it is reasonably foreseeable that the decision will have a material financial effect on the official, a member of his/her immediate family.

- C. Contractual Conflicts of Interest (Gov. Code § 1090)

No government employee, official or appointee may be financially interested in any contract created by them in their official capacity. Neither will they be purchasers or vendors at any sale made in their official capacity.

D. Conflicts of Interest and Campaign Contributions (Gov. Code § 84308)

Employees of a government agency shall not receive contributions in excess of the state limit as established by the Fair Political Practices Commission (\$470 for 2018) during the time that any permit or license is pending approval by said agency.

E. Conflicts of Interest When Leaving Office (Gov. Code §§ 87406.3, 87407)

Gov. Code § 87406.3: For a period of one year after leaving office or employment, no elected official who formerly worked for a government agency shall make an appearance for another person in front of that agency.

Gov. Code § 87407: No public official shall make, participate in making or use their official position to influence any governmental decision that directly relating to any person with whom he/she is negotiating, or has any arrangements concerning prospective employment.

Limitations on Accepting Contributions

A. Gov. Code § 86203: Lobbyists are prohibited from making any gift worth upward of \$10 in any given month.

B. Gov. Code § 89503: No elected official shall accept gifts from a single source in one calendar year totaling more than the state limit as established by the Fair Political Practices Commission (\$590 for 2023 and 2024).

C. Gov. Code § 89506: Payment from agencies for travel and lodging and food expenses are not considered a gift under Gov. Code §§ 86203 and 89503.

D. Honoraria Ban (Gov. Code § 89502)

No government official shall accept any honorarium.

E. Misuse of Public Funds (Pen. Code § 424; Gov. Code § 8314; *Fair Political Practices Commission v. Suitt* (1979) 90 Cal.App.3d 125; *Stanson v. Mott* (1976) 17 Cal.3d 206)

Use of public funds for personal benefit or for the benefit of friends or families is punishable by imprisonment. The official will be disqualified from holding public office in the state.

F. Prohibitions Against Gifts of Public Funds (Cal. Const., art. XVI, § 6)

The legislature body will not have the authority or power to give or lend public funds to any person except for a public purpose

G. Mass Mailing Restrictions (Gov. Code § 89001)

No newsletter or mass mailing shall be sent at public expense.

- H. Prohibition against acceptance of free transportation by transportation companies (Cal. Const., art. XII, § 7)

A transportation company may not offer free transportation to any person holding office in California. The acceptance of free transportation will be deemed a forfeiture of office.

Government Transparency Laws

- A. Economic interest disclosure under the Political Reform Act (Gov. Code § 87200)

Candidates for government office must file a statement disclosing financial and real property interests. Also, a statement of income for the prior 12 months is required.

- B. Brown Act (Gov. Code § 54950 et seq.)

Public agencies exist to serve the people and should conduct their meetings openly.

- C. Public Records Act (Gov. Code § 6250)

Information relating to the conduct of people's business as produced by any government agency is the people's right to know.

Fair Process Laws

- A. Common Law bias provisions

A decision maker who stands to gain or lose from a decision is disqualified from acting as a decision maker.

Breakzone Billiards v. City of Torrance, 81 Cal.App.4th 1205(2000)

- B. Due Process Requirement

A hearing officer whose potential future income derives from work that an agency might give based on his or her performance in a hearing at hand is not giving due process.

Haas v. County of San Bernardino 27 Cal.4th 1017 (2002)

- C. Doctrine of Incompatible Offices (Gov. Code § 1099)

A government officer may not hold two offices in government that are incompatible.

- D. Competitive Bidding Requirements for Public Contracts.

In projects in excess of \$5,000 the district may award the project to the lowest bidder. District may reject any and all bids and re-advertise in an effort to get new bids. The District may by a four-fifths (4/5) vote turn the project over to a governmental agency.

[AB1234 requires that a Director receive ethics training every two years.]

AGENDA ITEM: G-2
DATE: September 18, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements

BACKGROUND. November 26, 2018, the Board of Directors (BOD) of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (FEIR) (SCH 2015121105) and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport (MRY).

April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Airport Master Plan.

The FY23 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase B2 Commercial Apron Construction and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes this SEP project phase.

April 5, 2023, the Board adopted Resolution No. 1844 Authorizing a Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK). to Provide Architectural Services Related to the Development of Replacement Terminal Complex.

SCOPE OF WORK. This Amendment to the Agreement is related to the Construction Administration for Architect and Engineering oversight in support of the Construction Manager-at-Risk (CMAR) Team for the Terminal Complex Landside Improvements.

This Contract Amendment of the Project Management for the Terminal Complex Landside Improvements Construction Observation is a not-to-exceed cost of \$697,267.00.

An Independent Fee Estimate (IFE) was completed, and that estimate was under the HOK Fee by \$37,915.00 (5%). The final fee proposal by HOK is considered reasonable as reviewed by the IFE and outlined in FAA Advisory Circular 150/5100-14E Change 1 to ensure the fees are fair and reasonable.

BUDGET EFFECT. This program management cost is included in the FAA federal funding request through the Airport Improvement Program (AIP) Terminal Complex Landside Improvements grant application. A grant award is anticipated soon.

SOURCE OF FUNDS. The AIP grant agreement provides a 90.66% (\$632,142.00) AIP share of the Program Management costs and a 9.34% (\$65,125.00) District share (Passenger Facility Charges).

IMPACT ON OPERATIONS. Staff will be working with the Project Management Team to ensure that there will be limited impact during construction.

SCHEDULE. The Construction Notice to Proceed is anticipated to be later this calendar year.

RECOMMENDATION. Approve the Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements

ATTACHMENTS.

HOK, Inc. Contract Amendment – Two (2) Pages
HOK Landside Improvements Construction Administration Fees

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HELLMUTH, OBATA & KASSABAUM, INC. TO PROVIDE DESIGN SUPPORT SERVICES FOR THE SAFETY ENHANCEMENT PROGRAM (SEP) TAXIWAY A RELOCATION – PHASE D3 TERMINAL COMPLEX LANDSIDE IMPROVEMENTS

November 26, 2018, the Board of Directors (BOD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport.

September 11, 2019, the BOD adopted Resolution No. 1761 Authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA) to Provide Project Management Services Related to the Development of Airport Capital Improvement Projects.

April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan.

The FY25 Adopted Capital Improvement Budget contains Project 2025-01 Safety Enhancement Program (SEP) Phase D3 Landside (parking and circulation) and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 include this SEP project phase.

This Amendment dated August 21, 2024, is to the Agreement between the Monterey Peninsula Airport District (“District”) and Hellmuth, Obata & Kassabaum, Inc. (HOK) and will be to provide Design Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Construction Improvements.

The work and services to be performed by HOK under the proposed Amendment to the Agreement is consistent with, and covered by, the Final EIR for the Airport Master Plan Project.

In consideration of terms and conditions herein, District and HOK agree that the Professional Services Agreement shall be amended as follows:

Contract Amendment to provide Construction Design Support Services

HOK and their subconsultants will provide design support services during construction for the Terminal Complex Landside Improvements project. Once construction is complete, HOK will produce record drawings and assist the Airport with the grant closeout process. All tasks are identified in the attached Scope of Work for Construction Administration Fees dated August 7, 2024.

The scope of the proposed contract amendment for Construction Design Support Services in a not-to-exceed cost of \$697,267.00 including proposed expenses.

Execution of this contract amendment is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

MONTEREY PENINSULA
AIRPORT DISTRICT

HELLMUTH, OBATA & KASSABAUM, INC

Michael La Pier, AAE
Executive Director

Anton Foss
Principal-In-Charge
HOK

Attachment:
Landside Improvements Construction Administration Fees



- 2.3. Two (2) inspection(s) for Phase 1 and Phase 2 combined to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- 2.4. Two (2) inspection(s) for Phase 1 and Phase 2 combined to determine final completion.
3. *Authority.* HOK will advise and consult with Client during the Construction Phase Services. HOK will have authority to act on behalf of Client only to the extent provided in this Agreement. HOK will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will HOK be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. HOK will be responsible for HOK's negligent acts or omissions, but will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
4. *Project Site Visits.* HOK will visit the Project Site at intervals stated in **Section 2.2**, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. HOK will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits HOK will keep Client reasonably informed about the progress and quality of the portion of the Work completed, and report to Client known: (1) deviations from the Contract Documents; (2) deviations from the most recent construction schedule submitted by the Contractor; and (3) defects and deficiencies observed in the Work.
5. *Non-conforming Work.* HOK will advise the Client when it is necessary to reject Work that does not conform to the Contract Documents. Whenever HOK considers it necessary or advisable, HOK will have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. Neither this authority of HOK nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of HOK to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
6. *Interpret Contract Documents.* HOK will interpret and decide matters concerning the requirements of the Contract Documents on written request of either Client or Contractor. HOK's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of HOK will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, HOK will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
7. *Submittals.* In accordance with HOK-approved submittal schedule, HOK will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples (collectively "Submittals") as follows:
- 7.1. HOK will not unreasonably delay or withhold approval of a Submittal. HOK's action in reviewing submittals will be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in HOK's professional judgment to permit adequate review. Basic Services include no more than number of reviews per each Submittal stated in **Section 2.1**. HOK's will review each Submittal after the Contractor provides written confirmation that it conforms to: (1) the requirements of the Contract Documents (or reflects approved deviations therefrom); (2) existing field conditions; and (3) other conditions that affect incorporation of the Submittal into the Work. Each review of a Submittal beyond the number specified in this Section is an Additional Service.



- 7.2. HOK will review each Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of a Submittal is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. HOK's review will not constitute approval of safety precautions or, unless otherwise specifically stated by HOK, of any construction means, methods, techniques, sequences, or procedures. HOK's approval of a specific item will not indicate approval of an assembly of which the item is a component.
- 7.3. HOK and Client obligations with respect to Fabrication Engineering & Design Work and review of Fabrication Engineering & Design Submittals are set out in **Section 12.0** of the Agreement.
- 7.4. HOK will maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
8. *Requests for Information.* HOK will review properly prepared, timely requests by the Contractor for additional information about the Contract Documents ("RFI"). A properly prepared RFI about the Contract Documents will be in a form approved by Client and will include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. HOK may provide additional requirements for RFIs in the Contract Documents and may return without response any request that does not reasonably comply with the requirements stated in this Agreement and the Contract Documents. HOK's response to RFIs will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, HOK will prepare and issue supplemental Drawings and Specifications in response to RFIs as part of this scope.
9. *Changes in the Work.* HOK may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Cost of the Work or an extension of the Time for performance of Work. If requested by Client, as an Additional Service, HOK will prepare Change Orders and Construction Change Directives for Client's approval and execution in accordance with the Contract Documents.
10. *Project Completion.* Subject to **Section 2**, HOK will support the Program Manager to: (1) conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; (2) issue Certificates of Substantial Completion; (3) receive from the Contractor and forward to Client, for Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor. HOK's inspections will be conducted with Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

See individual proposals for specific services for each discipline.



Clarifications and Assumptions

1. Fees are for Construction Administration only, and do not include revision required to the design based on contractor input, including but not limited to substitutions, value engineering, and changes for convenience.
2. Changes to the design for value engineering during the Contract Documents phase will be assessed to impact to the design work and, as appropriate, will be addressed as additional design services, to be submitted separately.
3. HOK will attend weekly constructions meetings, to be virtual. Construction meetings are assumed to be 1-hour meetings.
4. Fees are based on construction schedule provided by CMAR on 7/25, with Phase 1 occurring during Q3 and Q4 of 2025, and Phase 2 during Q1 through Q4 of 2027.
5. Phase 1 includes the construction, per the Construction Drawings, of the Long-Term parking lot with access to Olmsted Road. Phase 2 includes the balance of work.
6. HOK will not be responsible for processing Certificates of Payment to the Contractor, but may support the Program Manager by providing supporting documentation.
7. Services identified as Hourly, will be billed monthly on an hourly basis in accordance with the Hourly Billing Rates identified in individual proposals, up to the maximum sum. Sufficient notice will be provided when disciplines are approaching indicated Maximums.
8. Billing rates for hourly billing are subject to adjustment in March of each year. The rates indicated in the proposal for 2025 and later assume an average of 3% increase to more accurately establish the expected total fees.
9. See individual proposals for additional clarifications and assumptions.

Proposed Fees:

Firm	Discipline	Compensation Type	Fees	Expenses
HOK-A	Management, Coordination and Oversight	Hourly	\$ 160,042	\$ 1,600
HOK-L	Landscaping Oversight	Hourly	\$ 16,769	\$ 800
RANA	Landscaping	Hourly	\$ 84,750	\$ 350
HOK-S	Structural	Hourly	\$ 13,000	\$ 0
Walker	Parking Equipment	Hourly	\$ 88,887	\$ 4,030
BKF	Civil Engineering	Hourly	\$ 253,389	\$ 6,000
Giacalone	Joint Trench Consulting	Hourly	\$ 20,000	\$ 0
HOK-EXD	Site Signage	Hourly	\$ 21,150	\$ 3,000
HOK-Sust	LEED	Hourly	\$ 22,500	\$ 1,000
Total			\$ 680,487	\$ 16,780



Please review and approve. If you have any questions or require additional information, please contact Matt Needham or me.

Sincerely,

Bart van Vliet, AIA, LEED AP BD+C, WELL AP, DBIA
Sr. Associate, A+T Practice Leader

This proposal is accepted for:

HOK:

CLIENT:

By: _____

(Signature)

Anton Foss

(Printed Name and Title)

One Bush Street, Suite 200

San Francisco, CA 94903

(Address)

415.356.0555

(Telephone)

anton.foss@hok.com

(Email)

(Date)

By: _____

(Signature)

Michael La Pier

(Printed Name and Title)

Monterey Regional Airport

200 Fred Kane Drive, Suite 200

Monterey, CA 93940

(Address)

831.648.7000

(Telephone)

mike@montereyairport.com

(Email)

(Date)

SCHEDULE OF STANDARD HOURLY RATES

Hellmuth, Obata & Kassabaum, Inc.

March 2024

Project Leadership	Principal	\$ 350	-	\$ 410
	Director	\$ 285	-	\$ 385
Architecture	Senior Project Designer	\$ 270	-	\$ 320
	Senior Project Manager	\$ 270	-	\$ 320
	Senior Project Architect	\$ 260	-	\$ 320
	Specification Writer	\$ 235	-	\$ 275
	Project Designer	\$ 190	-	\$ 260
	Project Architect	\$ 200	-	\$ 260
	Senior Architect	\$ 190	-	\$ 245
	Architect	\$ 160	-	\$ 200
	Designer	\$ 125	-	\$ 185
	Senior Design Professional II	\$ 170	-	\$ 220
	Senior Design Professional	\$ 140	-	\$ 170
	Design Professional	\$ 115	-	\$ 135
	Planning	Senior Project Designer/Manager	\$ 220	-
Senior Planner/UD/Landscape Arch		\$ 165	-	\$ 215
Intermediate Planner/UD/Landscape Arch		\$ 130	-	\$ 155
Junior Planner/UD/Landscape Arch		\$ 115	-	\$ 130
Interiors	Senior Project Designer	\$ 215	-	\$ 285
	Project Architect	\$ 190	-	\$ 240
	Project Designer	\$ 155	-	\$ 205
Engineering	Senior Project Engineer	\$ 210	-	\$ 275
	Senior Project Engineering Designer	\$ 180	-	\$ 240
	Project Engineer	\$ 175	-	\$ 210
	Project Engineering Designer	\$ 150	-	\$ 180
	Engineer	\$ 150	-	\$ 175
	Engineering Designer	\$ 125	-	\$ 150
	Senior BIM Technician	\$ 180	-	\$ 215
	BIM Technician	\$ 125	-	\$ 150
Sustainability	Director of Regenerative Design	\$ 225	-	\$ 300
	Sustainable Design Leader	\$ 200	-	\$ 245
	Sr. Sustainable Design Specialist	\$ 140	-	\$ 200
	Sustainable Design Specialist	\$ 105	-	\$ 155
Specialty Consulting	Senior Aviation Planner	\$ 300	-	\$ 375
	BIM Manager	\$ 195	-	\$ 235
	Wayfinding & Signage PM	\$ 140		\$ 200
	Wayfinding & Signage Graphic Design Specialist	\$ 120	-	\$ 135
	Wayfinding & Signage Sr. Graphic Design Specialist	\$ 145		\$ 195
	Wayfinding & Signage Visualization Specialist	\$ 160	-	\$ 190
Other	IT Specialist	\$ 95	-	\$ 140
	Project Administrator/Construction Administration	\$ 105	-	\$ 135
	Design Technology Manager	\$ 190		\$ 235

NOTE: All billing rates are subject to adjustment on March 2025

ASR-004 - Landside CA Fees

Date: 20024-09-05 (Revision 2)

HOK Architecture (Management, Coordination and Over

CA Phase 1

6 months

		Rate ¹	Assumed hours	Assumed Fee
1.1	Project management	Project Manager	\$ 324	20 \$ 6,489
1.2	Site walk, up to three (3), including punch walk.	Project Architect	\$ 234	24 \$ 5,624
1.3	Participate in virtual OAC meeting (monthly, 1 hour)	Project Architect	\$ 234	6 \$ 1,406
1.4	Review and Process Site Observation Reports	Project Architect	\$ 234	12 \$ 2,812
1.5	Process field questions, RFI's, submittals	Project Architect	\$ 234	80 \$ 18,746
		Admin	\$ 133	80 \$ 10,671
1.6	Close-out, Final Inspection (on site)	Project Architect	\$ 234	20 \$ 4,687
		Admin	\$ 133	8 \$ 1,067

Fees Phase 1 \$ 51,501

Expenses	Item	Cost	Occurences	
	Site visit, travel, 1 pers.	\$ 200	4	\$ 800
Expenses				\$ 800

CA Phase 2

12 months

		Rate ¹	Assumed hours	Assumed Fee
2.1	Project management	Project Manager	\$ 344	40 \$ 13,768
2.2	Site walk, up to three (3), including punch walk	Project Architect	\$ 249	24 \$ 5,966
2.3	Participate in virtual OAC meeting (monthly, 1 hour)	Project Architect	\$ 249	12 \$ 2,983
2.4	Review and Process Site Observation Report	Project Architect	\$ 249	20 \$ 4,972
2.5	Process field questions, RFI's, submittals	Project Architect	\$ 249	160 \$ 39,775
		Admin	\$ 142	200 \$ 28,302
2.6	Close-out, Final Inspection (on site)	Project Architect	\$ 249	40 \$ 9,944
		Admin	\$ 142	20 \$ 2,830

Fees Phase 2 \$ 108,541

Expenses	Item	Cost	Occurences	
	Site visit, travel, 1 pers.	\$ 200	4	\$ 800
Expenses				\$ 800

¹ Rates provided for reference only. Actual rates to be submitted March of each year.

Fees Grand Total \$ 160,042
Expenses Grand Total \$ 1,600



MRY New Terminal Facility
Construction
Landscape Architecture Services
Date 07-11-24

Overview

Landscape architectural services will be provided. Scope of services covers construction administration for Phase 1: Long-term parking and Phase 2: Onsite and Offsite Balance of work.

Task - Construction Administration

1. Participate in one pre-construction meeting concerning phase 1 and phase 2 site work.
2. Provide one plant material inspection/selection at its place of growth prior to shipping.
3. Provide QAQC for shop drawings and submittals.
4. Review change orders prepared by Contractor.
5. Observe and review progress of constructed work, to a maximum of 3 site visits.

Schedule

Our schedule will be developed to accommodate the project Schedule.

Compensation

We propose the following fees, to be billed hourly, for the Scope of Services delineated above. Fees are grouped by Task.

Task 1 - Construction Administration Phase 1	\$7,407
Task 2 - Construction Administration Phase 2	\$9,362
Total CA Fee:	\$16,769

Services over and beyond the scope described above are to be negotiated as Additional Services and will be provided on a time and materials basis at HOK standard hourly rates plus reimbursable expenses.

Terms and Conditions

The terms and conditions of this proposal are the same as the terms and conditions of the Agreement between MRY and HOK dated March 30, 2023.

Proposal For

CONSTRUCTION ADMINISTRATION SERVICES
Monterey Regional Airport New Terminal Facility

Submitted July 11, 2024

Revised July 29, 2024

Revised September 9, 2024

To HOK

Point of Contact:

Roana Tirado

roana.tirado@hok.com

San Francisco, CA



ECOLOGICAL DESIGN | LANDSCAPE ARCHITECTURE | LIVING ARCHITECTURE | MASTER PLANNING ENVIRONMENTAL PLANNING
+ RESTORATION | NATIVE PLANT NURSERY | LANDSCAPE CONSTRUCTION

RANA The Cohabitat Co.
26382 Carmel Rancho Ln. 2nd Floor
Carmel, CA 93923

TELEPHONE NUMBER
(831) 659-3820

BILLING ADDRESS
RANA
26382 Carmel Rancho Ln. 2nd Floor
Carmel, CA 93923

www.ranacohabitat.com



SCOPE OF WORK

GENERAL SERVICES FOR ALL PHASES

- Attend all meetings as required by the progress of RANA's services or as requested by the Architect and/or Client either in person or via conference call

CMAR Pre Construction Services Start 11/30/2024

- Project coordination
- Construction review

Construction Administration Phase 1: Long-term Parking (24 weeks) Q3 - Q4 2025

- Project Coordination
- Submittal and RFI Review
- Site Observation Visits, Grading and Soil Preparation, Irrigation and Planting Layout
- Site Observation Reports
- Substantial Completion Site Visit
- Substantial Completion Report
- Final Completion Visit
- Final Completion Report
- Final Contractor Closeout Submittal Review

Construction Phase 2A: ON-SITE Balance of Work (52 weeks) 2027

- Project Coordination
- Submittal and RFI Review
- Site Observation Visits, Grading and Soil preparation, Irrigation, Planting Layout
- Site Observation reports
- Site Furnishing Review
- Site Furnishing Report
- Substantial Completion Visit
- Substantial Completion Report
- Final Completion Visit
- Final Completion Report
- Final Contractor Closeout Submittal Review

Construction Phase 2B: OFF-SITE Balance of Work 2027

Do not anticipate On site and Off site CA work to be constructed concurrently.

- Project Coordination
- Submittal and RFI Review
- Site Observation Visits, Grading and Soil Preparation, Irrigation and Planting Layout
- Site Observation Reports
- Substantial Completion Visit
- Substantial Completion Report
- Final Completion Visit
- Final Completion Report

- Final Contractor Closeout Submittal Review

Deliverables

- Project Submittal Replies
- RFI Replies
- Site Observation reports
- Substantial Completion Report
- Final Completion Report
- Final Contractor Closeout Submittal Reply

FEES & EXPENSES

For the scope of services outline above, we propose a Time and Material, Not to Exceed fee, as follows:

CMAR Pre Construction Services	\$ 9,750
Construction Administration Phase 1 Long-term parking	\$ 32,000
Construction Phase 2 ON SITE Balance of work	\$ 22,000
Construction Phase 2 OFF SITE Balance of work	\$ 21,000
<hr/>	
CA Project Total:	\$ 84,750

Estimated Reimbursables

CMAR	\$ 50.00
CA Phase 1	\$ 100.00
CA Phase 2 On Site	\$ 100.00
CA Phase CA Off Site	\$ 100.00

Fees are based on listed project duration. Extended durations or project phase delays may require additional fees. Rana used an estimated 3% yearly escalation calculation; actual billing rates will be submitted in March of each year. This proposal is subject to the terms and conditions of the signed proposal between RANA and HELLMUTH, OBATA & KASSABAUM, INC. dated 05/08/2023.

See attached projected billing rates Attachment A

Landscape architects are licensed by the State of California
Matthew Yurus, PLA CA #4355

Client

Date

Printed Name

Title

Paul Kephart

7/29/2024

RANA

Date

Paul Kephart

Founder

Printed Name

Title



RANA
26382 Carmel Ranch Lane, 2nd Floor
Carmel, CA 93923
T: 831.659.3820
www.ranacohabitat.com

Attachment A

RANA Hourly Rates for 2025(Proposed):

Position	Hourly Rate (US\$)
Principal/Lead Ecologist:	\$ 450/hr
Landscape Architect:	\$ 230/hr
Senior Project Manager:	\$ 185/hr
Project Manager:	\$ 170/hr
Ecologist/GIS Analyst:	\$ 185/hr
Architectural Illustrator/Modeler:	\$ 140/hr
Design Associate:	\$ 140/hr
Drafter:	\$ 105/hr
Project Administrator:	\$ 90/hr



RANA
26382 Carmel Ranch Lane, 2nd Floor
Carmel, CA 93923
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www.ranacohabitat.com

Attachment A

RANA Hourly Rates for 2026 (Proposed):

Position	Hourly Rate (US\$)
Principal/Lead Ecologist:	\$ 460/hr
Landscape Architect:	\$ 235/hr
Senior Project Manager:	\$ 195/hr
Project Manager:	\$ 175/hr
Ecologist/GIS Analyst:	\$ 190/hr
Architectural Illustrator/Modeler:	\$ 145/hr
Design Associate:	\$ 145/hr
Drafter:	\$ 110/hr
Project Administrator:	\$ 95/hr



RANA
26382 Carmel Ranch Lane, 2nd Floor
Carmel, CA 93923
T: 831.659.3820
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Attachment A

RANA Hourly Rates for 2027 (Proposed):

Position	Hourly Rate (US\$)
Principal/Lead Ecologist:	\$ 475/hr
Landscape Architect:	\$ 245/hr
Senior Project Manager:	\$ 200/hr
Project Manager:	\$ 180/hr
Ecologist/GIS Analyst:	\$ 200/hr
Architectural Illustrator/Modeler:	\$ 150/hr
Design Associate:	\$ 150/hr
Drafter:	\$ 115/hr
Project Administrator:	\$ 100/hr



August 06, 2024

Bart van Vliet, AIA, LEED AP BD+C, WELL AP, DBIA
One Bush Street, Suite 300
San Francisco, CA 94104

Re: HOK Structural Engineering Proposal
MRY New Terminal Facility
HOK Reference Number: 21.04005.00

Dear Bart,

We are pleased to present this proposal for Additional Structural Engineering Services for the MRY New Terminal Facility.

Additional Structural Scope of Work

The additional Structural scope of work is understood to be as follows:

- Final engineering of foundation elements.
- Construction Administration services for the review of Phase 2 Landside Improvement for site work which includes foundations for precast seating and monumental sign foundations.

The scope of work for these added elements anticipated during each phase is as described below.

Final Foundation Engineering Phase:

- Final design of foundations based on contractor's submittals of (3) unique site/landscape/signage features which includes the following:
 - Calculations for foundation elements.
 - Documentation of design in the main set of drawings.

Construction Administration Phase:

- Review of (3) shop drawings: concrete mix designs, reinforcement layout, LEED, etc.
- Answering (5) RFIs

Assumptions and Exclusions

1. Precast seating and signage support structure and their anchorage is not within the scope of HOK Structural. We assume the manufacturer will be providing engineering and anchorage of these elements.
2. Construction Administration services are anticipated to begin in early 2027, rates have been escalated to account for this date.
3. Site visits are not anticipated and can be arranged as an additional service.
4. Site surveying, inspection and documentation of existing site/field conditions are not included.



Schedule

We understand that the design and construction schedule will follow the schedule of the original proposal.

Compensation

Compensation for the professional engineering services will be billed on an hourly basis, with amounts broken down by Phase:

Final Foundation Engineering Phase	\$7,000
Construction Administration Phase	\$ 6,000
Total Fees:	\$ 13,000

Reimbursables: Reimbursable expenses are not included in the above fee and will be billed monthly at cost. Reimbursable expenses are identified in the Prime Agreement.

We appreciate the opportunity to submit this proposal and look forward to working together to deliver a successful project. Please feel free to contact me if you have any questions related to this proposal or wish to discuss items in further detail.

Sincerely,

Claire Moore, S.E.
Senior Principal - Engineering

Walker

MRY Airport CA Proposed Hourly "Not to Exceed" Fees -- Hours and Fee Breakdown Rev3 - Submitted to HOK 9/5/2024

Task 1 - 2025 CA Work	Peter Filice Sr. PM/PARCS Consultant (2025)	New PM/PARCS Sr. Consultant (2027)	Justin Chang or Erik Nelson - QA/QC and Mgmt. Review	Design Technician	Total	Notes
1.1 Review and answer CMAR, construction contractor, and HUB/DataparC RFIs about temporary design and construction of southwest Long Term lot island design. (Q&A and review support only; does not include actual redesign or re-issuance of CDs.)	24	0	4	4	32	
1.2 Remotely (via web conference) attend "OAC" type meetings, assumed to be one hour monthly for 1/2 year (6 meetings)	6	0	0	0	6	
1.3 Visit MRY for one (1) PARCS island pre-construction meeting, prepare notes/actions report. Pertains only to the southwest entry/exit islands of the new Long Term Lot.	10	0	0	0	10	Assumes one-day driving trip - 6 hours round-trip driving, 2 hours on-site, 2 hours report writing.
1.4 Visit MRY for one (1) PARCS island mid-construction inspection meeting, prepare notes/actions report. Pertains only to the southwest entry/exit islands of the new Long Term Lot.	10	0	0	0	10	Assumes one-day driving trip - 6 hours round-trip driving, 2 hours on-site, 2 hours report writing.
1.5 Visit MRY for one (1) final PARCS island inspection meeting, prepare notes/actions report. Pertains only to the southwest entry/exit islands of the new Long Term Lot.	10	0	0	0	10	Assumes one-day driving trip - 6 hours round-trip driving, 2 hours on-site, 2 hours report writing.
TOTAL HOURS, 2025	60	0	4	4	68	
HOURLY RATE	\$288	\$288	\$319	\$180	\$283.86	<---Blended Hourly Rate
TOTAL "NOT TO EXCEED" HOURLY LABOR FEES, 2025	\$17,304	\$0	\$1,277	\$721	\$19,302	
TOTAL ESTIMATED TRAVEL COSTS, 2025	\$780	\$0	\$0	\$0	\$780	Assumes driving to and from MRY and day-trips do not require a hotel stay-over. Driving is from Peter's Petaluma, CA office location, 300 miles round trip at \$70 cents per mile. Meal expense at \$50 per day.
Task 2 - 2027 CA Work	Peter Filice Sr. PM/PARCS Consultant (2025)	New PM/PARCS Sr. Consultant (2027)	Justin Chang or Erik Nelson - QA/QC and Mgmt. Review	Design Technician	Total	
2.1 Assuming minor revisions are made at client or CMAR request to the 2024 version of the 100% CDs between 2025 and 2027, make necessary changes to PARCS Drawings and Specs and reissue. "Minor revisions" are considered to be small changes in equipment positioning, quantities, or options and do not comprise fundamental PARCS design changes, layout changes, access control methodology changes, etc.	0	24	4	16	44	
2.2 Support CMAR and MRY in the competitive procurement process for the new PARCS system. Provide candidate vendor list. Review PARCS RFP draft and provide comments. Review vendors' RFP responses and provide comments. Assist as a non-voting member of the vendor selection committee.	0	48	0	0	48	
2.3 Review and respond to all submittals and RFIs from selected PARCS vendor and related installation contractor(s).	0	48	0	0	48	
2.4 Remotely (via web conference) attend "OAC" type meetings, assumed to be one hour monthly for 1 year (13 meetings).	0	13	0	0	13	
2.5 Visit MRY for one (1) PARCS pre-construction meeting, prepare notes/actions report.	0	16	0	0	16	Assumes overnight trip from a non-local location - 10 hours round-trip travel time, 4 hours on-site, 2 hours report writing.
2.6 Visit MRY for two (2) PARCS mid-construction inspection meetings, prepare notes/actions report.	0	16	0	0	16	Assumes overnight trip from a non-local location - 10 hours round-trip travel time, 4 hours on-site, 2 hours report writing.
2.7 Visit MRY for one (1) PARCS Lane Acceptance Test (LAT) of up to two (2) days duration. Prepare notes/actions report and participate in punch-list close-out discussions and reviews of action item completion.	0	24	0	0	24	Assumes two-day trip from remote location with one hotel night. 10 hours on-site, 10 hours round trip travel, 4 hours report writing and follow-up.
2.8 Support MRY and CMAR during PARCS Operational Demonstration Test (ODT) and early production period.	0	24	0	0	24	
TOTAL HOURS, 2027	0	213	4	16	233	
HOURLY RATE	\$306	\$306	\$339	\$191	\$298.65	<---Blended Hourly Rate
TOTAL "NOT TO EXCEED" HOURLY LABOR FEES, 2027	\$0	\$65,170	\$1,355	\$3,060	\$69,585	
TOTAL ESTIMATED TRAVEL COSTS, 2027	\$0	\$3,250	\$0	\$0	\$3,250	Assumes resource travelling to MRY is not based in Walker's San Francisco office and will have to fly into the area. Assumes all trips will require a one night hotel stay. Meal expense at \$50 per day. Hotel at \$250/night. Airfare at \$500 round trip.
Totals, 2025 + 2027	Peter Filice Sr. PM/PARCS Consultant (2025)	New PM/PARCS Sr. Consultant (2027)	Justin Chang or Erik Nelson - QA/QC and Mgmt. Review	Design Technician	Total	
TOTAL HOURS, ALL TASKS, 2025+2027	60	213	8	20	301	
TOTAL NOT TO EXCEED (NTE) HOURLY LABOR FEES, ALL TASKS, 2025-2027	\$17,304	\$65,170	\$2,632	\$3,781	\$88,887	
Total Estimated Reimbursable Travel Costs, 2025+2027	\$780	\$3,250	\$0	\$0	\$4,030	

List of Key Assumptions

- 1) PARCS design scope assumed to be per 100% CD documents and only for areas within project scope boundaries.
- 2) New PARCS (2027) is procured via a multivendor competitive RFP issued by the CMAR or GC. Final decision on vendor selection is made by MRY via GC/CMAR.
- 3) 2025 PARCS work occurs during 2nd half of 2025. 2027 PARCS work occurs during the entirety of 2027.
- 4) 2025 PARCS work includes CA only. Any PARCS/island redesign for the temporary Long Term Lot and any PARCS VE discussions are excluded and would require a separate ASR.
- 5) Walker's scope does not include supporting discussions with MRY about self-operating the PARCS or negotiating a revised or new parking operator contract.
- 6) Walker's scope does not include permitting or stamping/sealing of Specifications and Drawings, or production of as-built drawings.
- 7) Assumes Walker participates monthly (not weekly) in OAC-type meetings. PARCS scope should not require weekly participation.

BKF

ASR-004 Construction Support (Landside On & Offsite)			August 6, 2024
Item #	Task	Scope of Services	Revision 1 Fee
1	Construction Support (Phase 1)	BKF will support the contractor and design team during the Landside Phase 1 project construction phase (South Long-Term Parking Lot). Anticipated services include written response to requests for information (RFI's), submittal reviews, substitution requests, informational bulletins, addenda, and design clarification for the contractor, architect, or owner. Offsite Civil team assumes minimal coordination efforts and has budgeted to attend up to total combined staff hours of 20, provided limited Offsite scope in Landside Phase 1.	\$ 31,868
2	Construction Meetings (Phase 1)	BKF will attend construction meetings to support the contractor and design team during the Landside Phase 1 project construction phase (South Long-Term Parking Lot). Anticipated meetings include RFI design clarification meetings, bulletin plan review meetings, and/or OAC meetings on an as-needed basis. Meetings are assumed to be virtual via remote conference. We have based our CA meeting budget based on an assumed 'as needed' total combined on-site team staff hours allowance of 80 hours for the duration of the phase 1 construction. Meeting time requested beyond what we have budgeted is not included in this proposal. Offsite team assumes minimal coordination efforts and assumes to attend up to total combined staff hours of 20, provided limited Offsite scope in Landside Phase 1.	\$ 27,707
3	Construction Site Visits (Phase 1)	None budgeted per direction from the owner.	\$ -
4	Construction Close-out (Phase 1)	Final Punch: BKF will perform one (1) initial site observation at the completion of the Phase 1 landside civil improvements to confirm general conformance with the plans and specifications. We will prepare a final punch list identifying any observed deviations from the permit documents and make recommendations to the owner for mitigation. After the contractor as completed all approved construction mitigations, BKF will perform a final site observation to confirm that the mitigated improvements meet the intent of the permit documents. We have not budgeted to perform interim or phased punch walks prior to the completion of all Civil improvements. Record Documents: We have assumed that the contractor will be responsible for keeping accurate record plans during construction of the civil-related items. We will prepare record drawings based on the contractor's information. We have not included time to monitor or inspect the construction activities or to provide a final as-built survey. We will provide all of the AutoCAD drawings to the project architect and Owner once the Record Drawings are complete. Post Construction Administration: BKF will assist the project team in resolving outstanding items upon completion of construction, and assist with project closeout items to finalize the contract. Since Offsite Civil improvements are proposed within Phase 2 SOW, we have not included any close-out services associated with the Offsite work within Phase 1.	\$ 7,253
5	Joint Trench Contract Management and Coordination (Phase 1)	BKF will continue to have Giacalone's contract as a sub-consultant to BKF during the construction phase of the project. We have budgeted for up to ten (10) hours for joint trench contract management and coordination.	\$ 2,818
6	Construction Support (Phase 2)	BKF will support the contractor and design team during the Landside Phase 2 project construction phase (Balance of the Landside improvements, Premium Parking Lot & Offsite Improvements). Anticipated services include written response to requests for information (RFI's), new submittal reviews specific to Phase 2, substitution requests, informational bulletins, addenda, and design clarification for the contractor, architect, or owner. Offsite support for this Task excludes development, review, and coordination of any traffic control and staging plans necessary to facilitate construction phasing and permit issuance.	\$ 106,224
7	Construction Meetings (Phase 2)	BKF will attend construction meetings to support the contractor and design team during the Landside Phase 2 project construction phase (Balance of the Landside improvements, Premium Parking Lot & Offsite Improvements). Anticipated meetings include RFI design clarification meetings, bulletin plan review meetings, and/or OAC meetings on an as-needed basis. Meetings are assumed to be virtual via remote conference. We have based our CA meeting budget based on an assumed 'as needed' total combined team staff hours allowance of 170 hours for the duration of the phase 2 construction. Meeting time requested beyond what we have budgeted is not included in this proposal. Additional scope will be required to include additional meetings beyond the allotted amount.	\$ 56,659
8	Construction Site Visits (Phase 2)	None budgeted per direction from Owner.	\$ -
9	Construction Close-out (Phase 2)	Final Punch: BKF will perform one (1) initial site observation at the completion of the Phase 2 landside civil improvements to confirm general conformance with the plans and specifications. We will prepare a final punch list identifying any observed deviations from the permit documents and make recommendations to the owner for mitigation. After the contractor as completed all approved construction mitigations BKF will perform a final site observation to confirm that the mitigated improvements meet the intent of the permit documents. For Offsite work, it is assumed the contractor will coordinate with the City inspector to observe, develop and maintain the final punch list for the roundabout. Thus, no initial site observation and final observation are assumed. We have not budgeted to perform interim or phased punch walks prior to the completion of all Civil improvements. Record Documents: We have assumed that the contractor will be responsible for keeping accurate record plans during construction of the civil-related items. We will prepare record drawings based on the contractor's information and redlined plans provided to BKF. We have not included time to monitor or inspect the construction activities or to provide a final as-built survey. We will provide all of the AutoCAD drawings to the project architect and Owner once the Record Drawings are complete. Post Construction Administration: BKF will assist the project team in resolving outstanding items upon completion of construction, and assist with project closeout items to finalize the contract.	\$ 20,860
Notes: 1. Phase 1 Landside Construction is assumed to be the Landside On-site Long-Term Parking Lot with a duration of 6 months (Q3-Q4 2025) - based on information provided by Otto Construction June, 2024. 2. Phase 2 Landside Construction is currently assumed to be the balance of the Landside improvements, Premium Parking Lot + Offsites, with a duration of 12 months (Q1-Q4 2027) - based on information provided by Otto Construction June, 2024. 3. Pre-construction support to the CMAR during the Construction Documents Phase (including Bid RFIs, CMAR construction reviews, and VE support, etc.) not included. A separate ASR will be submitted for additional design fees for CMAR support during the Construction Documents Design Phase. 4. Value Engineering (VE) analyses and changes to the contract documents resulting from VE not included. A separate ASR will be submitted for additional design fees for any VE related scope. 5. The proposed phased landside construction is anticipated to be constructed from the single phased complete improvement drawing package. We have not included budget to prepare construction phasing or interim condition plans. If separate construction packages are required for the proposed phased construction, a separate ASR will be submitted for additional design fees. 6. Traffic control and construction phasing plans to support the construction sequencing are excluded and expected to be prepared by, and coordinated with the City and Airport by the contractor. 7. Construction staking services are not included. BKF can provide a separate proposal to the contractor if requested. 8. Qualified SWPPP Practitioner (QSP) services are not included. BKF can provide a separate proposal to the contractor if requested. 9. Construction inspection services of civil related improvements is specifically excluded from our Scope of Work and assumed by others. BKF can perform field visits upon request to clarify design intent as needed (See Task Items #3 & 7 for budgeted number of site visits.) 10. We have not budgeted to prepare interim construction field reports throughout the duration of the project construction phase. If requested, BKF can provide these services as a Change Order to our assumed Construction Support budget. 11. Preparation of post construction record of survey documents or as-built surveys are not included. 12. New utility service installation expected to be coordinated with the governing utility agency by the contractor. 13. Certification of the building fire water service and deferred fire permit approvals not included, and expected to be coordinated by the contractor's licensed C16 fire protection engineer/subcontractor. 14. Offsite Civil Team's virtual Construction Meetings assumed to not exceed a weekly occurrence (up to 52 virtual meetings) and limited to relevant construction submittals/RFIs. 15. BKF assumes the owner will provide separate construction administration (CA) services to oversee construction progress, handle all payments to the Contractor, coordinate between the construction team and the design team with regards to construction correspondences, reviews and tracking of submittals/shop drawings and RFIs. It is our assumption that all construction correspondences, submittals/shop drawings, RFIs will be channeled through the owner's construction administrator. Furthermore, BKF assumes all construction inspection services will be provided by others. 16. Offsite construction support services for all work in Task 5 are inclusive of the design identified in BKF's design plans and specifications. BKF assumes that all work and improvements designed by others, such as proposed utilities, proposed joint trench, etc., will be an existing condition when construction for the work associated with BKF's Offsite design begins. As a result, coordination and/or design related modifications resulting from these improvements are not included as part of this scope. 17. Remedial engineering design services to determine corrective action required due to materials and/or contractor's operations not meeting contract requirements is not included. BKF can provide this work as extra services upon request. 18. BKF will also assist with developing minor civil design changes required as a result of field conditions as part of this proposal. It is assumed that any contract change orders that result can be resolved and approved directly with the Resident Engineer and/or construction administrator for the Project; formal approvals from agencies will require additional efforts not included in this scope. 19. Contract change orders are assumed to cover minor changes that do not significantly affect the Project design. Major design revisions will be considered extra work. 20. Budgets associated with the construction support are based on our best estimation for the level of effort required to support this type of project. The amount of requested Civil support can vary, based on external factors, such as the Contractor, Owner, meeting cadence, etc. BKF will monitor the requested services provided on a month to month basis, and will notify the owner if we see that the requested services are exceeding our monthly allocated budgets. If additional support beyond the allocated budgets is requested, BKF will notify the owner and provide an additional services request as needed.			
Labor Total			\$ 253,389
Reimbursable Expenses Total			\$ 6,000
Total			\$ 259,389

Fee Calcul HOK										
Position:	PIC/VP	PM	SPE	PE	SAP/VP	PM	EM	SPE	DE	
Name:	Eric Girod	Joe Jadowski	Kenny Arcayena	Kate Edsinger	Jaggi Bhandal	Amir Abdollahi	Travis Chan	Nikki Tang	Justin Quach	
2025 Rate (Phase 1):	\$ 317.10	\$ 273.00	\$ 233.10	\$ 204.75	\$ 294.00	\$ 273.00	\$ 250.95	\$ 233.10	\$ 178.50	
2027 Rate (Phase 2):	\$ 349.60	\$ 300.98	\$ 256.99	\$ 225.74	\$ 324.14	\$ 300.98	\$ 276.67	\$ 256.99	\$ 196.80	
Item #	Task									Fee by Task
1	Construction Support (Phase 1)	8	26	52	26	4	8	0	0	\$ 31,868
2	Construction Meetings (Phase 1)	20	50	10	0	4	12	0	4	\$ 27,707
3	Construction Site Visits (Phase 1)	0	0	0	0	0	0	0	0	\$ -
4	Construction Close-out (Phase 1)	2	8	12	8	0	0	0	0	\$ 7,253
5	Joint Trench Contract Management and Coordination (Phase 1)	2	8	0	0	0	0	0	0	\$ 2,818
6	Construction Support (Phase 2)	16	50	90	40	8	36	12	60	\$ 106,224
7	Construction Meetings (Phase 2)	20	60	40	0	8	52	0	12	\$ 56,659
8	Construction Site Visits (Phase 2)	0	0	0	0	0	0	0	0	\$ -
9	Construction Close-out (Phase 2)	2	8	16	8	2	6	0	12	\$ 20,860

Category	PIC/VP	PM	SPE	PE	SAP/VP	PM	EM	SPE	DE	Total	Reimbursable Expenses (2% Labor)	
Landside Phase 1 CA Subtotal Fee by Position	\$ 9,513	\$ 22,932	\$ 17,249	\$ 6,962	\$ 2,352	\$ 5,460	\$ -	\$ 932	\$ 1,428	LANDSIDE PHASE 1 CA TOTAL	\$ 69,647	\$ 1,600.00
Landside Phase 2 CA Subtotal Fee by Position	\$ 13,285	\$ 35,516	\$ 37,521	\$ 10,835	\$ 5,834	\$ 28,292	\$ 3,320	\$ 21,587	\$ 27,551	LANDSIDE PHASE 2 CA TOTAL	\$ 183,743	\$ 4,400.00
Landside CA Subtotal Fee by Position	\$ 22,798	\$ 58,448	\$ 54,770	\$ 17,797	\$ 8,186	\$ 33,752	\$ 3,320	\$ 22,520	\$ 28,979	LANDSIDE CA TOTAL	\$ 253,389	\$ 6,000.00
Stubtotal Labor (hours) by Position	70	210	220	82	26	114	12	88	148	LABOR + RE EXPENSES	\$ 259,389	

Fees to be billed hourly, based on established rates for the year they are incurred.



GIACALONE

DESIGN SERVICES, INC.

July 12, 2024

GDSI JOB # 23-125

BKF
4670 Willow Road, Suite 250,
Pleasanton, CA 94588
Attn: Eric Girod

Direct 925.396.7751
E-mail egirod@bkf.com

RE: MRY, Monterey - CHANGE ORDER #1 (LANDSIDE JOINT TRENCH CA - PHASE 1)

Giacalone Design Services, Inc. (GDSI) respectfully submits this change order request to provide additional services beyond our contract scope of work for the above-mentioned project. This change order is for the **additional consulting work associated with Construction Administration (includes Submittal Reviews & RFIs, One Site Visit) to be billed for T&M not to Exceed amount, estimated 100 hours, this is based on existing contract. Changes to design will require a change order**

TOTAL COST for additional services provided: \$20,000.00

If acceptable, please sign and return to GDSI at your earliest opportunity in order to proceed with the additional consulting and design work on the Project. This change order will be itemized on your next billing. Please do not hesitate to call the project manager, Andrew Cummins @ 925-467-1740 x 409 or via Email at AndrewC@DryUtilityDesign.com should you have any questions or comments.

Accepted:

Signature

Date

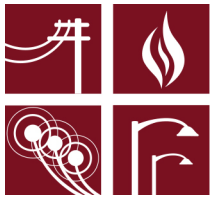
***Please be advised that the aforementioned work will not commence until this Change Order has been executed by Client and received by GDSI.**

****Please send all executed and/or issued Change Orders to Joanna Giacalone-Casey at JoannaG@DryUtilityDesign.com**

Thank you for the opportunity to provide you with the above services.

8080 Santa Teresa Blvd, Suite 240 | Gilroy, CA 95020
5820 Stoneridge Mall Rd., Suite 345 | Pleasanton, California 94588
555 Mason St., Suite 150 | Vacaville, CA 95688
t 925.467.1740 | www.giacalonedesign.com

UTILITY CONSULTING & FORWARD PLANNING
JOINT TRENCH COMPOSITES + GAS & ELECTRIC DESIGN + STREET LIGHT DESIGN + DRY UTILITY BUDGETS



GIACALONE

DESIGN SERVICES, INC.

TIME AND MATERIAL RATE SCHEDULE

Principal	\$ 250.00 per hour
Project Manager	\$ 200.00 per hour
PG&E Applicant Designer	\$ 175.00 per hour
Lighting Designer	\$ 110.00 per hour
Drafter	\$ 95.00 per hour
Job Administrator	\$ 75.00 per hour

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UTILITY CONSULTING & FORWARD PLANNING
JOINT TRENCH COMPOSITES + GAS & ELECTRIC DESIGN + STREET LIGHT DESIGN + DRY UTILITY BUDGETS

July 12, 2024
REVISED: August 7, 2024

Bart Van Vliet
HOK San Francisco

RE: Professional Services Proposal
MRY New Terminal Facility
Exterior Site Signage Construction Administration

Dear Bart:

HOK's Experience Design group (HOK) is pleased to submit this proposal to provide construction/fabrication administration services for the MRY New Terminal Facility project. We appreciate the opportunity to team with you, and this proposal outlines our scope of services for this phase.

PROJECT SCOPE

This proposal is for Construction Administration services for the Exterior Site signage for the Landside Improvements to be completed in two (2) Phases.

Phase 1 includes construction administration services for the Long-Term Parking area signage. Phase 2 includes construction administration services for all other Exterior Site area signage, including, but not limited to: Premium Parking, Off-site access road signage (including the roundabout/Main Monument location), On-site terminal access roads and the island area in front of the Terminal Building.

Note: Exterior Building Mounted ID Signage is Excluded from this scope of work.

PROJECT PROCESS

The scope of work for this phase of Construction/Fabrication Administration is for all Scope of Work components listed above. Our staff will be available to attend coordination meetings as required throughout the entire phases.

Construction/Signage Fabrication Administration

This proposal assumes procurement of this package by the General Contractor and does not include formal coordination, receipt of bids, or direct management of any graphics fabricator or contractor during construction.

- + During bidding, HOK will provide clarifications to bidders.
- + We will review and comment on submitted shop drawings and sample/mock-up submittals to ensure that the design intent, including selection of materials, colors, attachment methods and construction details, is consistent with the contract documentation, prior to production of the elements.
- + We will inspect in detail the completed signage and prepare a punch list to ensure defective works are identified and rectified.
- + We will participate in monthly coordination calls during the fabrication phases, as needed.
- + Phase 1 includes up to two (2) reviews of shop submittals and one (1) on-site visit for Punch.
- + Phase 2 includes up to two (2) reviews of shop submittals and one (1) on-site visit for Punch.

DURATIONS

Fabrication Administration PH1 - 26 weeks

- 6 Month Phase to be Completed by end of 2025

Fabrication Administration PH2 - 52 weeks

- 12 Month Phase to be Completed by end of 2027

MRY requested extensions or compressions to these durations may require additional fees.

ASSUMPTIONS

The following qualifiers are set forth in an effort to establish a mutual understanding of the project deliverables and are the basis for fee development.

- + Owner-requested changes to the project signage design documents or guideline documents during Construction Administration will be considered Additional Services.
- + This fee proposal is based on a comprehensive design delivery approach. Should MRY desire an incremental project approach (i.e. by categories and/or physical areas), fee revisions may be required.

- + The cost of production samples for test prototypes and mock-up of sign types are not included in this proposal and will be defined as part of the Construction Scope of Work.

COMPENSATION

This proposed fee is based upon our understanding of the project requirements as described in this proposal. Modifications to the scope of work or schedule could require a re-evaluation of this fee. HOK proposes to provide all the services stated below to be billed hourly and not to exceed a fee of **\$21,150**.

Task	Fee
Fabrication Administration – PH1	\$ 8,300
Fabrication Administration – PH2	\$12,850
TOTAL	\$21,150
Estimated Reimbursable Expenses*	\$3,000

Estimated Reimbursable Expenses

We require reimbursement for all out-of-pocket expenses in connection with work such as, but not limited to, express mail, delivery services, photography, copying, scanning, printing, computer plotting costs, and travel expenses (including mileage per IRS regulations). Travel is expected in this effort and is reflected in the professional fees or reimbursable expenses. Travel will be conducted with approval from MRY. We will evaluate travel fees at the time of booking.

Additional Services

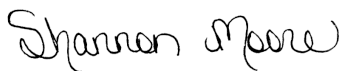
The following services are not included in this proposal. HOK would be pleased to provide fees for these services upon written authorization, on a time and materials basis, for a predetermined fixed fee, or arrange for these services under a separate contract.

- + Owner requested changes to the project design documents/detail drawings and any changes requested for the guideline documents issued at final Construction Documentation.
- + Owner requested site visits other than those described for Punch Trips.
- + Additional Sign Types added to the overall signage package issued at final Construction Documentation.
- + Temporary Construction Hoarding or Signage and Graphics
- + ‘Front end’ Division 0 or 1 specifications
- + Additional design presentations
- + Preparation of Print or Marketing materials or the coordination of outside consultants for marketing.

THANK YOU

On behalf of our team, we appreciate this opportunity to offer MRY construction/fabrication administration services for the MRY New Terminal Facility project. This proposal should meet the project requirements. If additional information is required, we will be happy to respond.

Respectfully,



Shannon Moore
Project Manager | HOK Experience Design



August 9, 2024

Bart Van Vliet AIA, LEED AP BD+C
One Bush Street, Suite 200
San Francisco, CA 94104

Re: HOK Sustainability Services -
MRY New Terminal Facility
HOK Reference Number: 21.04005.00

Dear Bart,

We are pleased to present this proposal for Sustainable Design services for the MRY New Terminal Facility in Monterey, CA. The services include Sustainability Facilitation and LEED Administration regarding the Construction Administration of Civil and Landside activities for the project.

Project Understanding

We understand that the Civil Landside works will include two phases, anticipated to begin in the third quarter of 2025 and extending through 2027. Sustainability services will support the building's requirement to achieve LEED Platinum Certification, and in support of Zero Net Energy readiness.

Scope of Services: Sustainability

This proposal is for Professional Sustainable Design Services including LEEDv4 BD+C targeting Platinum Certification.

We propose to provide the services broken down, as follows:

Construction Administration

We propose to provide the services broken down by phase, as follows:

- Construction Phase LEED Kick-Off Meeting - Review LEED Scorecard and strategy with General Contractor and key subcontractors. Review LEED documentation process.
- Construction Phase Guidance - Assist in development of Construction Activity Pollution Prevention, and Construction Waste Management plans.
- Meetings & Communication - Provide status reports at intervals to be determined by team. Coordinate interim design meetings and conference calls to support integrated construction process.
- Submittal and RFI Support - Review product data, cutsheets, MSDS for LEED compliance, as requested. Assist in identification of LEED compliant substitutions and evaluation of substitution requests. Assist with Requests for Information from the General Contractor as pertaining to LEED requirements.
- Site Visits - Visit job site to conduct walk throughs and verify implementation of Construction Activity Pollution Prevention Plan, Construction IAQ Management Plan, Construction Waste Management Plan and documentation of MR and IEQ credits.



- Construction Documentation Guidance - Assist in documenting credits as needed, review documentation for accuracy and completion.

Assumptions and Scope Clarifications

1. This fee is for LEED BD+C v4 certification at the Platinum Certified level. Any changes to project size, scope, schedule, level of certification targeted, or rating system version may incur a fee adjustment.
2. This proposal is for Sustainable Management Services and LEED administration of Civil and Landside works, and assistance to Owner, consultants, and the General Contractor in completion of LEED documentation. It does not include certification activities related to the New Terminal Building.
3. This fee is focused on the sustainable quality assurance and control of construction activities through LEED Administration; and does not include any design revisions for the project.
4. The HOK LEED management team does not guarantee LEED certification at any level. The LEED process requires the participation and cooperation of the Owner, consultants to the Owner and the General Contractor. HOK is confident that with full participation and cooperation from the Owner, its consultants and General Contractor that the project LEED goals can be achieved.

Compensation

Compensation for the professional Sustainability services outlined in this proposal will be billed hourly and broken down by phase as follows:

Total Sustainability Fees: \$22,500

Should the project program, schedule, scope of services or complexity change significantly we will review the change and associated fee adjustment with you and seek written authorization prior to commencement of work.

Reimbursables: Reimbursable expenses will be billed monthly at cost. Reimbursable expenses are identified in the Prime Agreement.

We appreciate the opportunity to submit this proposal and look forward to working together to deliver a successful project. Please feel free to contact me if you have any questions related to this proposal or wish to discuss items in further detail.

Sincerely,

Sean Quinn, AIA, LEED BD+C, BREEAM INC, BEAM Pro
Principal - Director of Regenerative Design

AGENDA ITEM: G-3
DATE: September 18, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

BACKGROUND. On November 26, 2018, the Board of Directors (BOD) of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport.

On April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan.

The FY25 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase B2 Commercial Apron Construction and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes the SEP Phase B2 cost estimate.

The work and services to be performed under the proposed Agreement is consistent with, and covered by, the Final EIR for the Airport Master Plan Project; and The Federal Aviation Administration (FAA) has provided funding for the Commercial Apron Construction through Airport Improvement Program (AIP) funds and through MRY FY23 AIP Entitlement funds.

On August 16, 2023, the BOD approved Resolution 1855 authorizing a Non-Federal Reimbursable Agreement (RA) between the Department of Transportation Federal Aviation Administration and the MPAD related to the relocation of the FAA's Remote Transmitter/Receiver (RTR) cable.

SCOPE OF WORK. The purpose of the RA Agreement between the FAA and MPAD was to perform design review, site survey, cost estimate and engineering consulting services relating to the relocation of the FAA's RTR cables servicing Monterey Airport Traffic Control Tower (ATCT) impacted by the relocated commercial apron and airport terminal projects.

The Federal Aviation Administration (FAA) will furnish by contract the material, supplies, equipment, and services which the Project requires, and staff have determined should be obtained from the FAA. This Amendment to the Agreement provides funding for FAA construction monitoring and Technical Support as it relates to the Relocation of the Remote Transmitter/Receiver (RTR) Cables and the associated infrastructure that are currently located in the replacement terminal footprint.

STAFF ANALYSIS. The original agreement approved a not-to-exceed cost of \$81,834.00. Staff requests that MPAD execute the amendment to the agreement with the Department of

Transportation Federal Aviation Administration, Western Service Area for an additional not-to-exceed amount of \$ 246,944.00. With the amendment, the total not-to-exceed Non-Federal Reimbursable Agreement is \$328,778.00.

IMPACT ON BUDGET: The fees in the contract will be reimbursed through a separate grant from AIP.

SOURCE OF FUNDS. Initially the District will fund these costs but when the work is completed, these costs will be included in the Terminal grant through the AIP at 90.66% (\$298,070.00 and PFC at 9.34% (\$30,708).

IMPACT ON OPERATIONS. This work is scheduled so that there will be no impacts to operations.

SCHEDULE. The expectation is that the installation of the RTR conduit duct bank by the current apron construction contractor will begin in late September 2024.

STAFF RECOMMENDATION. Approve the Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

ATTACHMENTS.

Draft Non-Federal Reimbursable Agreement Amendment

AMENDMENT A1

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**MONTEREY PENINSULA AIRPORT DISTRICT
MONTEREY REGIONAL AIRPORT
MONTEREY, CALIFORNIA**

WHEREAS, Reimbursable Agreement AJW-FN-WSA-23-WP-005698, Monterey, CA (MYR) – Engineering and Technical Support to Relocate Remote Transmitter/Receiver (RTR) Cables, was executed by the Federal Aviation Administration (FAA) and **Monterey Peninsula Airport District** (Sponsor) on August 22, 2023;

WHEREAS, Article 10 requires that changes or amendments to the Agreement will be formalized by a written amendment signed by authorized representatives of each party;

NOW THEREFORE, the FAA and the Sponsor mutually agree that this Agreement be amended by amending the article(s) of the existing Reimbursable Agreement as specifically stated herein. Other than the amended articles specified below, the original agreement remains unchanged. Changes include, but are not limited to, the following:

- Amend scope (AMEND: Article 3 – Section A)
- Amend FAA scope (ADD: Article 3 – Section B, items 5-15)
- Amend Sponsor scope (ADD: Article 3 – Section C, items 5-22)
- Amend Property Transfer Article to include full language (Article 6)
- Amend cost estimate to add additional costs (Article 7)
- Due to updates to the reimbursable template (V94 to V96) the following articles have been revised: amend Article 9 to add third party payment language

To the extent that there is any inconsistency between the original agreement and these amendments, the amendments shall take precedence.

ARTICLE 3. Scope

Change From:

- A. The purpose of this Agreement between the FAA and the Sponsor is to perform design review, site survey, cost estimate and engineering consulting services relating to the relocation of the FAA’s Remote Transmitter/Receiver (RTR) cables servicing Monterey Airport Traffic Control Tower (ATCT) impacted by the Sponsor’s project

to construct a new airport terminal. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Monterey, CA (MRY) – Engineering and Technical Support to Relocate Remote Transmitter/Receiver (RTR) Cables

B. The FAA will perform the following activities:

1. FAA Engineering will perform applicable engineering and analysis to evaluate Sponsor's design drawings and specifications to assess for impacts to FAA facilities and infrastructure.
2. Provide engineering requirements and recommendations for FAA facilities, as appropriate, to the Sponsor for consideration in design planning.
3. Engineering Services and Program Management travel to site in support of the Sponsor's project, site surveys, project meetings, and other project support.
4. FAA will perform preliminary planning activities. This may include, but is not limited to, technical consultations, engineering, environmental review, planning meetings, feasibility assessments, project planning, scope definition, development of cost estimate(s), development of design packages, and any procurement of long lead items, if required.

C. The Sponsor will perform the following activities:

1. Coordinate key milestones for design completion with FAA engineering, including a complete schedule for work to be accomplished, including construction activities related to FAA facilities and equipment.
2. Provide a full set of plans, including scaled electronic drawings showing the proposed work for the relocated RTR cable path in both PDF and AutoCAD format.
3. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications for the FAA-owned system. All requirements and recommendations shall be in accordance with current published FAA guidance (Orders, Advisory Circulars, etc.).
4. Provide the FAA with access to the project site, including any airport specific security briefs or driving requirements, for the purposes of site surveys, facility inspection, and other activities.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

Change To:

- A. The purpose of this Agreement between the FAA and the Sponsor is to perform design review, site survey, cost estimate and engineering consulting services relating to the relocation of the FAA's Remote Transmitter/Receiver (RTR) cables servicing Monterey Airport Traffic Control Tower (ATCT) impacted by the Sponsor's project to construct a new airport terminal.

Amendment A1 provides funding to relocate the FAA's remote transmitter/receiver (RTR) cables impacted by the Sponsor's construction of a new airport terminal. The Sponsor will construct an alternative duct bank path for the RTR and replace the existing communications cables.

This Agreement and its amendment provide funding for the FAA to establish these services. Therefore, this Agreement is titled:

Monterey, CA (MRY) – Engineering and Technical Support to Relocate Remote Transmitter/Receiver (RTR) Cables

- B. The FAA will perform the following activities:
1. FAA Engineering will perform applicable engineering and analysis to evaluate Sponsor's design drawings and specifications to assess for impacts to FAA facilities and infrastructure.
 2. Provide engineering requirements and recommendations for FAA facilities, as appropriate, to the Sponsor for consideration in design planning.
 3. Engineering Services and Program Management travel to site in support of the Sponsor's project, site surveys, project meetings, and other project support.
 4. FAA will perform preliminary planning activities. This may include, but is not limited to, technical consultations, engineering, environmental review, planning meetings, feasibility assessments, project planning, scope definition, development of cost estimate(s), development of design packages, and any procurement of long lead items, if required.
 5. Review and provide comments on all documents including the design, work plans, risk plans, specifications, submittals, Request for Information (RFIs), project phasing, schedule documents, and construction related documentation submitted by the Sponsor that is in reference to this Agreement.
 6. Provide engineering support services and oversight in all construction phases for the following:
 - a. Construction of the new FAA communication duct bank.
 - b. Any activities around the existing FAA communications duct bank.

- c. Activities related to the installation of the new copper communication cables for the RTR.
 - d. Coordination within the FAA, for scheduling work that may impact the integrity of the existing FAA communications network.
7. Procure materials and services necessary to complete transition of radio communications equipment to new communications cables.
 8. Perform RTR cable termination and radio connectivity to return the RTR back to service.
 9. Participate in Sponsor led coordination meetings, to understand the project, the project schedule, and coordinate any FAA related activities.
 10. The FAA System Support Center (SSC) and Engineering Services (ES) will perform all FAA risk mitigation analysis and related activities, as required, in support of this project.
 11. The SSC will prepare the Operational Risk Management Plan (ORMP).
 12. Prepare the required risk management documentation and initiate the Project Risk Plan (PRP). The Sponsor shall provide information for the PRP a minimum of 45 days prior to the start of construction activities.
 13. The SSC will charge overtime and travel for work performed in support of the project outside of assigned shifts.
 - a. The SSC's primary role is to maintain the equipment and services supporting the National Airspace System (NAS). As such, FAA maintenance activities take priority over supporting the Sponsor's project. This includes during the maintenance moratorium period.
 14. Participate in the Contractor Acceptance Inspection(s) (CAI) with the airport or airport's representatives for all work performed under this Agreement.
 15. Perform required Joint Acceptance Inspection(s) (JAI) with local FAA offices, the SSC, to turn the facilities over for operations and maintenance.
- C. The Sponsor will perform the following activities:
1. Coordinate key milestones for design completion with FAA engineering, including a complete schedule for work to be accomplished, including construction activities related to FAA facilities and equipment.
 2. Provide a full set of plans, including scaled electronic drawings showing the proposed work for the relocated RTR cable path in both PDF and AutoCAD format.

3. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications for the FAA-owned system. All requirements and recommendations shall be in accordance with current published FAA guidance (Orders, Advisory Circulars, etc.).
4. Provide the FAA with access to the project site, including any airport specific security briefs or driving requirements, for the purposes of site surveys, facility inspection, and other activities.
5. Provide design and construction plans and specifications for work impacting FAA facilities for review at least 30 days in advance of the planned start date. The plans must be approved by FAA before work can proceed. The work may include, but not limited to:
 - a. Construction and installation of new FAA communication (COMM) duct banks.
 - b. Removal of spare COMM copper cables.
 - c. The installation and construction of manholes or handholes.
 - d. Installation of the new copper cables for the RTR.
 - e. Testing of the new RTR cables.
 - f. Removal of the active copper cables.
6. Provide up to date schedules and coordinate with other on-airport project teams to ensure efficient integration of activities with the FAA. Ensure airport project activities that may impact FAA equipment, infrastructure, or services have been coordinated with the FAA to prevent a possible interruption to the NAS.
7. Ensure all drawings are Professional Engineer (PE) stamped by each respective design discipline. The project specifications shall contain the PE stamp of all design disciplines and all calculations shall be PE stamped by each engineering discipline.
8. Construction cannot start until FAA has verified and approved construction documents.
9. During construction, provide progress reports to the FAA. These reports shall be emailed on a weekly basis and include that week's progress, photos of work accomplished, and activities planned for next week.

10. Replace all existing RTR communication cables with new communications cables within the new duct bank. The cables are to be installed in complete, uncut runs from the ATCT to the RTR site. The make and model of the cable shall be the same as currently installed; any substitution or alteration shall require approval from the FAA.
11. Coordinate with the FAA resident engineer for the communication cable service loop (number and length of loops) requirement in each manhole.
12. Each conduit for the duct bank shall have a poly pull rope that is 3/16-inch (5 mm), 200 pound (890N) minimum strength. Pull rope shall be installed in each empty conduit for future cable pull.
13. FAA duct bank is to be constructed per the latest FAA-C-1391 publication.
 - a. Handhole or manhole construction shall be aircraft rated where required by FAA-C-1391.
14. Depth of conduit in aircraft traffic area must be constructed to the latest FAA publication, FAA-C-1391 and not limited to the following:
 - a. Depth of conduit must be a minimum of 30 inches from the top of the conduit to the bottom of the pavement.
 - b. Conduit must be concrete encased.
15. Handhole or manhole cover shall be labeled with the following information:
 - a. Affix metallic label, engraved, or embossed with the word "FAA COMM", plus identification number on the final visible surface for easy maintenance identification.
 - b. Secure the label per Sponsor provided drawing EL406 (A2) picture description or equivalent.
 - c. Consult FAA for approval.
16. FAA duct bank construction requires FAA oversight at the start, during, and at completion. FAA approval required before trenches are to be filled or covered.
17. Ducts that utilize high-density polyethylene (HDPE) must be as specified per FAA-STD-061A. At minimum, they must be SDR-11 conduit.
18. Work involving excavation and backfilling, utilizing heavy equipment is not allowed within five feet of active ducts. The use of hand tools or soft digging is permitted. Excavation activities underneath FAA infrastructure, i.e. ducts, shall be properly protected with engineered supports and must be coordinated with the

FAA 45 days in advance.

19. Participate in the Technical Operation's Operational Risk Management (ORM) by providing pertinent information to facilitate the completion of the risk management documentation. In addition, prepare the project plan that is required for the FAA PRP a minimum of 45 days prior to the start of any construction. This will facilitate the approval of the FAA ORMP.
 20. Submit Notice of Proposed Construction or Alteration (FAA Form 7460-1) as required prior to construction.
 21. Perform the CAI(s) with the FAA for all work performed under this Agreement.
 22. Correct deficiencies (at the sole cost of the Sponsor) to work performed by the Sponsor on FAA facilities that are identified by the FAA during oversight or inspection or construction. All exceptions must be cleared or otherwise resolved before the Agreement can be closed out. If deficiencies are not corrected within 30 days, the FAA may take corrective action at the Sponsor's expense.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 6. Property Transfer

Change From:

ARTICLE 6. Property Transfer – Reserved

Change To:

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the

FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

Change From:

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 – Engineering Support	\$49,211.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$508.00
Labor Subtotal	\$49,719.00
Labor Overhead	\$9,884.14
Total Labor	\$59,603.14
Non-Labor	
WB4010, WB4020 – Travel	\$20,584.00
Non-Labor Subtotal	\$20,584.00
Non-Labor Overhead	\$1,646.72
Total Non-Labor	\$22,230.72
TOTAL ESTIMATED COST	\$81,833.86

Change To:

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ORIGINAL ESTIMATED COST	A1 ESTIMATED COST	TOTAL ESTIMATED COST
Labor			
WB4020 – Engineering Support	\$49,211.00		\$49,211.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$508.00		\$508.00
WB4050 – Construction		\$46,976.00	\$46,976.00
WB4060 – Site Preparation, Installation, Test & Checkout		\$89,376.00	\$89,376.00
WB4070 – Joint Acceptance Inspection/Commissioning/Closeout		\$4,224.00	\$4,224.00
Labor Subtotal	\$49,719.00	\$140,576.00	\$190,295.00
Labor Overhead	\$9,884.14	\$27,946.51	\$37,830.65
Total Labor	\$59,603.14	\$168,522.51	\$228,125.65
Non-Labor			
WB4010, WB4020, WB4050, WB4060 – Travel	\$20,584.00	\$47,612.00	\$68,196.00
WB4050 – Supplies/Materials		\$25,000.00	\$25,000.00
Non-Labor Subtotal	\$20,584.00	\$72,612.00	\$93,196.00
Non-Labor Overhead	\$1,646.72	\$5,808.96	\$7,455.68
Total Non-Labor	\$22,230.72	\$78,420.96	\$100,651.68
TOTAL ESTIMATED COST	\$81,833.86	\$246,943.47	\$328,777.33

ARTICLE 9. Reimbursement and Accounting Arrangements

Change From:

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Monterey Peninsula Airport District
Attn: Chris Morello
200 Fred Kane Drive, Suite 200
Monterey, CA 93940
Telephone: (831) 333-2312
Email: cmorello@montereyairport.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

Change To:

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

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The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Monterey Peninsula Airport District
Attn: Chris Morello
200 Fred Kane Drive, Suite 200
Monterey, CA 93940
Telephone: (831) 333-2312
Email: cmorello@montereyairport.com

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same

source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.

- F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA’s actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA’s additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

Except as specified above, all other terms and conditions of the original agreement and any previous amendment changes shall remain the same. These changes are effective on the date of the last signature below.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**MONTEREY PENINSULA
AIRPORT DISTRICT**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Chris Morello
TITLE Deputy Director
DATE _____

AGENDA ITEM: G-4
DATE: September 18, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Approve a Contract Amendment with Labor Consultants of California, Inc. to Provide Labor Monitoring Services for Various Construction Projects

BACKGROUND. On December 13, 2023, the Board of Directors (BOD) approved Resolution 1863, a Professional Services Agreement with Labor Consultants of California, Inc. to provide Labor Monitoring Services.

Based upon review of the experience and qualification data received, and background information obtained, Labor Consultants of California was determined to be the most suited firm to provide Labor Monitoring Program Management (LMPM) and support services as it relates to the federally funded projects.

SCOPE OF WORK. This Agreement is related to the LMPM for oversight of our FY24 federal grants.

Consultant hours include State and Federal prevailing wage monitoring, preparation of labor standard forms, applicable state and federal wage determination, ensuring compliance with wage rates and classifications, review of all certified payrolls, labor consultation and correspondence with the Monterey Peninsula Airport District, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, and other business related material.

Based on the approved Scope of Work to complete the labor monitoring services, airport staff completed an independent fee estimate of these tasks.

Labor Consultants of California's hourly rate for services are as follows:

- 10R-28L Runway Surface Treatment
 - 30 hours @ \$90 @ 4 months: \$10,800
- SEP D3 - Terminal Complex Landside Improvements project
 - 30 hours @ \$90 @ 9 months \$24,300

In an analysis of the anticipated hours to complete labor monitoring based on staff experience with similar work scope, it was determined that an hourly rate of \$100/hr. is a reasonable cost for these services. As such, the Airport finds the work hours and labor rates proposed by Labor Consultants of California to be fair and reasonable.

The selection of the labor consultant followed the FAA's Advisory Circular 150/5100-14 latest edition, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* for Informal Qualifications Based Selection procedures to ensure the fees are fair and reasonable. The final fee proposal by Labor Consultants of California is considered reasonable by

Monterey Peninsula Airport District (MPAD) as it was lower by 10% of the total IFE fee estimate.

BUDGET EFFECT. This LMPM cost is included in the FAA federal funding request through the AIP grants that were submitted for these two projects.

SOURCE OF FUNDS. The AIP grant agreement provides a 90.66% (\$9,791.00) AIP share of the LMPM costs and a 9.34% (\$1,009.00) District share (Passenger Facility Charges) for the 10R-28L Runway Surface Treatment. The AIP grant agreement provides a 90.66% (\$22,030.00) AIP share of the LMPM costs and a 9.34% (\$2,270.00) District share (Passenger Facility Charges) for the SEP D3 - Terminal Complex Landside Improvements project.

IMPACT ON OPERATIONS. Staff will be working with the Project Management Team to ensure that there will be limited impact during construction.

SCHEDULE. The Construction Notice to Proceed for these projects will be based on the timing of the grant agreement execution.

RECOMMENDATION. Approve a Contract Amendment with Labor Consultants of California, Inc. to Provide Labor Monitoring Services for Various Construction projects.

ATTACHMENTS.

Labor Consultants of California Contract Amendment

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LABOR CONSULTANTS OF CALIFORNIA TO PROVIDE LABOR MONITORING SERVICES

On December 13, 2023, the BOD approved Resolution 1863, a Professional Services Agreement with Labor Consultants of California, Inc. to provide Labor Monitoring Services.

The FY25 Adopted Capital Improvement Budget contains Project 2025-01 Safety Enhancement Program (SEP) Phase D3 Landside (parking and circulation) and Project 2023-02 Runway 10R-28L Treatment.

This Amendment dated September 18, 2024, is to the Agreement between the Monterey Peninsula Airport District (“District”) and Labor Consultants of California (LCC) and will be to provide Labor Monitoring Program Management (LMPM) and support services as it relates to Projects 2025-01 and 2023-02.

In consideration of terms and conditions herein, District and LCC agree that the Professional Services Agreement shall be amended as follows:

Contract Amendment to provide Labor Monitoring Program Management

Consultant hours include State and Federal prevailing wage monitoring, preparation of labor standard forms, applicable state and federal wage determination, ensuring compliance with wage rates and classifications, review of all certified payrolls, labor consultation and correspondences with the Monterey Peninsula Airport District, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, and other business related material.

Labor Consultants of California's hourly rate for services are as follows:

- 10R-28L Runway Surface Treatment
 - 30 hours @ \$90 @ 4 months: \$10,800
- SEP D3 - Terminal Complex Landside Improvements Project
 - 30 hours @ \$90 @ 9 months \$24,300

Execution of this contract amendment is conditioned upon receipt of a grant from the FAA in compliance with the grant application and budget as submitted to the FAA.

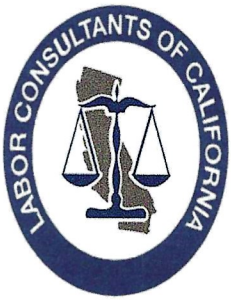
MONTEREY PENINSULA
AIRPORT DISTRICT

LABOR CONSULTANTS OF CALIFORNIA

Michael La Pier, AAE, Executive Director

Richard Perez

Attachment: Labor Compliance Monitoring Services Proposals (2)



LABOR CONSULTANTS OF CALIFORNIA
PREVAILING WAGE & LABOR SPECIALIST

PO Box 1875
Hanford California 93232
Lic. #15713

Phone: (559) 584-7499
Fax: (559) 584-0897
email: laborc@cnetech.com
www.LaborConsultants.net

Labor Compliance Monitoring Services Proposal for
MRY Landside Improvements

Labor Consultants of California's hourly rate for services is charged at \$90.00 per hour not to exceed 30 hours per month. The following is a proposed estimated cost for services for the MRY Landside Improvements project estimated at 9 months. (Phase 1 at 4 months and Phase 2 at 5 months)

MRY Landside Improvements Project
30 hours @ \$90 @ 9 months: \$24,300

(Consultant hours includes State and Federal prevailing wage monitoring, preparation of labor standard forms, applicable state and federal wage determination, ensuring compliance with wage rates and classifications, review of all certified payrolls, labor consultation and correspondences with the Monterey Peninsula Airport District, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, printing cost and use of telephone, fax, computer and other business related materials)

Additional consulting services provided in furtherance 9 months shall be charged at \$90.00 per hour plus expenses. If such services are desired, Consultant's invoice shall include the number of hours worked with a brief description of the type of work provided.

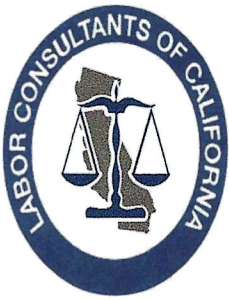
Richard Perez, Owner/Principal
Labor Compliance Manager

9/3/2024

Date

Dan Johanson, Project Manager
Monterey Peninsula Airport District

Date



LABOR CONSULTANTS OF CALIFORNIA
PREVAILING WAGE & LABOR SPECIALIST

PO Box 1875
Hanford California 93232
Lic. #15713

Phone: (559) 584-7499
Fax: (559) 584-0897
email: laborc@cnetech.com
www.LaborConsultants.net

Labor Compliance Monitoring Services Proposal for
MRY Runway 10R-28L Surface Treatment Project

Labor Consultants of California's hourly rate for services is charged at \$90.00 per hour not to exceed 30 hours per month. The following is a proposed estimated cost for services for the MRY Runway 10R-28L Surface Treatment project estimated at four months (4) years.

MRY Runway 10R-28L Surface Treatment Project
30 hours @ \$90 @ 4 months: \$10,800

(Consultant hours includes State and Federal prevailing wage monitoring, preparation of labor standard forms, applicable state and federal wage determination, ensuring compliance with wage rates and classifications, review of all certified payrolls, labor consultation and correspondences with the Monterey Regional Airport District, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, printing cost and use of telephone, fax, computer and other business related materials)

Additional consulting services provided in furtherance 4 months shall be charged at \$90.00 per hour plus expenses. If such services are desired, Consultant's invoice shall include the number of hours worked with a brief description of the type of work provided.

Richard Perez, Owner/Principal
Labor Compliance Manager

7/8/2024

Date

Dan Johanson, Project Manager
Monterey Peninsula Airport District

Date

AGENDA ITEM: G-5
DATE: Sept. 18, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Creation of Ad-Hoc Personnel Committee

BACKGROUND AND DISCUSSION. At the August meeting of the Board, a request was made by the Board to create an Ad Hoc Personnel Committee.

The Board will consider the creation of the Ad Hoc Personnel Committee and assign two Board Members to the Committee.

FISCAL IMPACT. Minimal staff time in preparing for and attending the Committee meetings.

RECOMMENDATION. Approve the creation of the Ad Hoc Personnel Committee and assign two Board Members to the Committee.

ATTACHMENTS.

None

AGENDA ITEM: H
DATE: September 18, 2024

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Department Heads
SUBJECT: Monthly Department Reports

FINANCE AND ADMINISTRATION.

[Terminal Comment Card Log by Administration](#)
[Financial Summary by Mark Wilson, Controller](#)

FIRE.

[Monthly Fire Report by Monterey Fire Department](#)

OPERATIONS.

[Operations Report by Whitney Robare, Deputy Executive Director Operations and Maintenance](#)

PLANNING AND DEVELOPMENT.

[Planning and Environmental Monthly Project Report by Chris Morello, Deputy Executive Director](#)

POLICE.

[Police Activity Report by Del Rey Oaks Police Department](#)

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
POOR	8/1/2024	12:09 PM	Departing		American	I was told that my bag would be checked in at departure gate..I asked Mark if my bag was okay. He said he'd check bag when the called for Baggage check in. Then they asked us to line up fir bag checking as soo as the manager thing saw my bag he told me that they would have to reschedule my flight. I asked for assistance and ignored me. I asked for a manager Mark closed the gate at 1235 and stated you are not going on that flight. I enpoltied all my belongings into the carry on and stated I am throwing this suitcase away now let me on. Mark stated I gave closed the gate and you are not going on.I am very dissatisfied and upset eith the customer service I received from Mark who would not give me his last name and the manager thiang.I had a very important doctors appointment which had to be reschedule due to their kack of customer service and then they booked me a later flight that I had to wait for 5 hours.POOR CUSTOMER SERVICE	Gonzales	CA
NEUTRAL	8/1/2024	10:00 AM	Arriving		Alaska	Denise Adams suggested that I contact you using this form. My comments refer to my husband's and my experience with long term parking when we left our car there on August 1, returning from a flight to Seattle on August 4. We love flying out of Monterey, but I must say that, with all the construction taking place at the airport, the trek with luggage to and from the long-term parking lot is long and arduous especially for people, like us, who are in their 80's. This time we were able to manage with our two carry-om suitcases, but in the future, when we might have more luggage and/or if the weather is inclement, this would be a difficult journey indeed. Please consider providing shuttle service from long term parking. We would even be a happy to pay a kind person who could transport us and our luggage to and from the terminal.	Aptos	CA

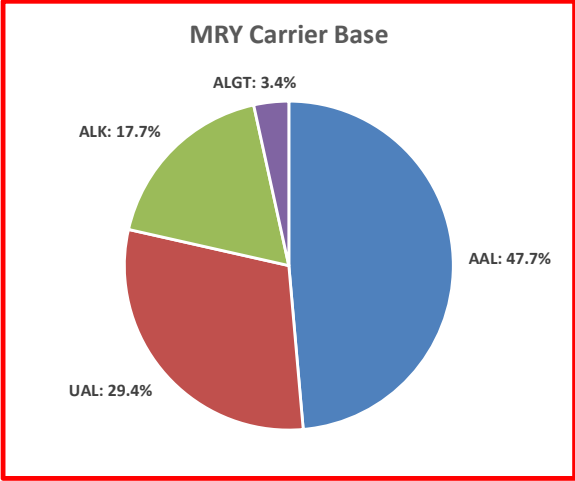
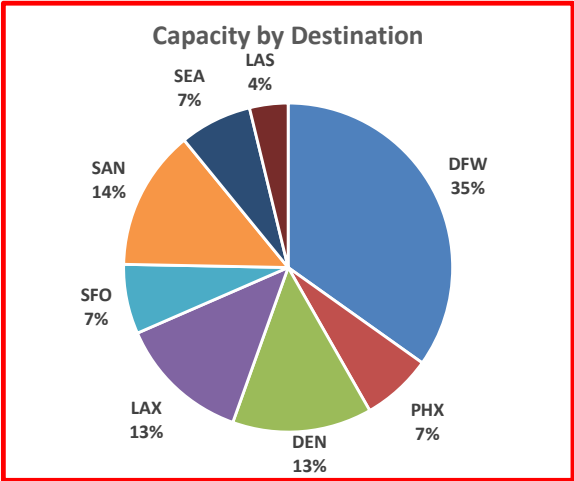
POOR	8/3/2024	7:02 AM	Departing		United	The water bottle refiller was broken and according to the United person, they have reported it a long time ago. Is this California? Is there a water shortage? I get the feeling you do not really care about water, you just say you care.	Chicago	IL
POOR	8/3/2024	12:00 PM	Departing	5620	United	Wi-Fi signal is very poor in the corner where the desk/table seating is. I was not able to get anything done and had to carry my laptop to the Gate 4-5 area and use it on my lap.	Salinas	CA
NEUTRAL	8/7/2024	-	Departing	-	-	Last month I flew out of Monterey and the waterbottle refl station filter was on red. On 8/7, I flew out again and it was still on red. Please change the filter	-	-
POOR	8/11/2024	2:30 PM	Departing	5012	American	There was only one TSA agent working the security line. However there were still separate lines for regular passengers and TSA pre-check. I entered the TSA pre-check line at the same time as other members of my party entered the regular line. The TSA agent proceeded to process more regular passengers than pre-check passengers. With no observable method to how he was alternating between the two. I ended up getting through security several minutes behind the other members of my party who were not pre-check. At the time we entered the lines, there were equal number of people in front of us in each lane. The whole point of "pre-check" is that it is expedited screening, therefore it's meant to get you through security faster. All the benefits of pre check are for the purpose of moving you through the process quicker. In this case--pre check was slower. I would have gotten through faster going through the normal security line and procedures.	-	AK

POOR	8/20/2024	7:00 AM	Departing	UA5310	United	Plane was extremely late arriving and departing. Restrooms unhygienic, outdated and shabby as is the rest of the airport. Woody's Coffee and Cocktails was not going to open until 11:00am although there was some there and we could smell fresh coffee but would not be served. The whole experience was disappointing. Seating was literally falling apart beneath me and was filthy. All stainless steel surfaces were dirty and disgusting. Carmel/Monterey are major tourist designations and this airport does not measure up	-	Dubai
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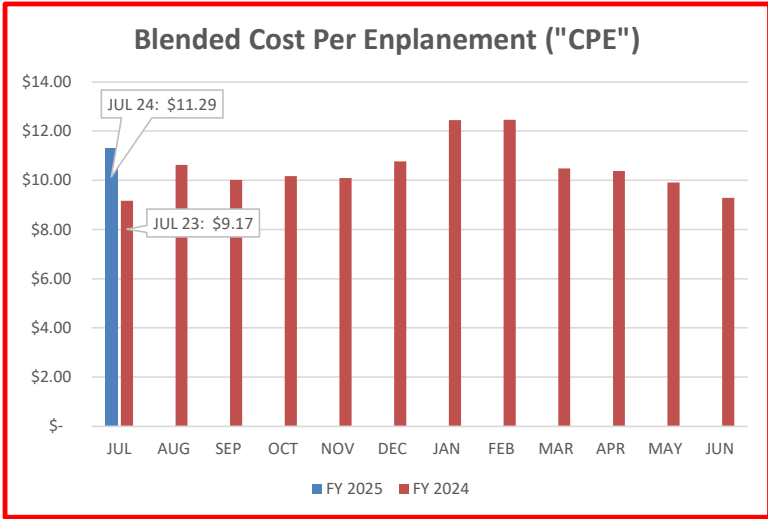
TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Mark Wilson, Controller
SUBJECT: Discussion and Analysis of the July 31, 2024 Financial Statements

KEY OPERATING STATISTICS. July enplanements were 29,580 (vs. 31,818 budgeted), up 15.7% from the 25,556 in the same period in FY24. July commercial airline landings were more than budgeted (472 actual vs. 457 budgeted). Total Passengers for the month of July were 60,370, up 16% from 52,121 in the same period in FY24. Total aircraft operations for July were 5,227, up from 5,013 in the same period in FY24, and Vehicle exit counts in the parking lots were 12,333, up 12.7% from the 10,945 exit counts in July of FY24. July enplanements were less than budgeted due to lower than budgeted load factor.

In July 2024, American Airlines accounted for approximately 47.7% of the passenger enplanements. Monterey Regional Airport's enplaning passenger carrying capacity for July was 39,326 Seats, with an overall Passenger Load Factor of 75.2%.



In July, the Airport's blended CPE was \$11.29, compared to \$9.17 in the same period in FY24. The \$2.12 increase reflects the impact of the increased Rates & Charges implemented in FY25 \$2.15 and partially offset by the favorable impact from higher enplanements.



LIQUIDITY AND CAPITAL RESOURCES. As of July 31, 2024 the Airport had unrestricted cash and investments of \$13.7M.

As of July 31, 2024 the Airport had Restricted PFC cash and investments of \$1.009M and Restricted CFC cash and investments of \$1.297M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 16.2X. This compares favorably to an overall Airport Industry Benchmark* of 5.43X. Days Cash on Hand (based on FY 25 Budgeted Operating Expenses), was 442, which is (26.8%) lower than the overall Airport Industry Benchmark* of 604 Days.

OPERATING INCOME. The Airport's higher than budgeted revenues and higher than budgeted operating expenses in July resulted in an operating income of \$359.8K, which is a favorable variance of \$76.7K to July's budgeted operating income of \$283.1K.

OPERATING INCOME				
	July 2024 ACTUAL	July 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Operating Revenues	\$ 1,338,100	\$ 1,223,987	\$ 114,113	9%
Operating Expenses	(978,270)	(940,892)	(37,378)	4%
Operating Income	<u>\$ 359,830</u>	<u>\$ 283,095</u>	<u>\$ 76,735</u>	<u>27%</u>

REVENUES. July 2024 combined Operating Revenues were (\$1,338.1K), which was (\$114.1K)/9% higher than budget (\$1,224.0K). This favorable variance was primarily due to higher rental car concessions and interest income.

	July 2024 ACTUAL	July 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Terminal Revenues	\$ 846,759	\$ 764,885	\$ 81,874	11%
General Aviation	189,252	191,646	(2,393)	-1%
Non-Aviation	201,730	200,719	1,011	1%
Other Operating	28,339	26,722	1,617	6%
Interest Income	72,020	40,016	32,004	80%
Total Operating Revenues	<u>\$ 1,338,100</u>	<u>\$ 1,223,987</u>	<u>\$ 114,113</u>	<u>9%</u>

* Source: Merritt Research Services Benchmark Central - Airport Medians for 2023.

Terminal Revenues:

Commercial Aviation fees (\$203.5K) for July was higher than budget (\$193.4K) primarily due to higher Fuel Flowage Fees from United (\$4.4K), American (\$2.4K) and Alaska (\$2.5K). DMA reported fuel sales of 401,305 gallons to the airlines for the month (51% to American, 27% to United, 16% to Alaska, 1% to Allegiant, 5% to All Others).

Terminal Rents (\$205.8K) for July was higher than budget (\$202.2K). This favorable variance was primarily due to Allegiant (\$2.2K)

TNC Permits, Trip Fees & Peer-to-Peer Rentals (\$37.8K) for July was higher than the budget (\$33.8K) by (\$4.0K)/12%. This favorable variance was primarily due to higher than budgeted TNC Trip Fees (\$5.3K) from Uber.

Terminal Concessions (\$30.9K) for July was materially on budget (\$28.9K).

Rental Car Concessions (\$227.0K) for July was higher than the budget (\$173.4K) by (53.6K)/31%. This favorable variance was primarily due to higher than budgeted rental car activity for Hertz, National, GoRentals, Budget and Enterprise, partially offset by lower than budgeted revenue from Avis.

Parking Concession (\$141.8K) for July was higher than the budget (\$133.2K) by (\$8.6K)/6%. Parking Concession revenues for July were budgeted at 11,121 parked cars with an average of \$11.97 net to MPAD. In July, the number of parked cars was more than budgeted at 12,333 with an average of \$11.50 net to MPAD per car, resulting in a favorable variance.

General Aviation Revenues:

Heavy General Aviation revenues, including landing fees (\$155.4K) for July was higher than budget (\$148.7K) due primarily to higher landing fees (\$15.5K) offset with lower fuel flowage fees (\$8.9K). MJC and DMA reported fuel sales of 163,327 and 145,409 gallons of Jet A, respectively, for the month. MJC and DMA reported 395 and 389 revenue landings, respectively, for the month.

Light General Aviation revenues (\$33.9K) for July was lower than budget (\$42.9K) due primarily to budgeted rent for the Northeast corporate hangar which was not leased in July (\$10.0K).

Non-Aviation Revenues:

Non-Aviation revenues (\$201.7K) for July were materially on budget (\$200.7K).

Other Operating Revenues:

Other Operating revenues (\$28.3K) for July were materially on budget (\$26.7K).

Interest Income:

Interest Income (\$72.0K) for July was higher than budget (\$40.0K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of (\$978.3K) for July were higher than the budget (\$940.9K) by (\$37.4K)/4%. See the following detailed analysis of significant variances:

OPERATING EXPENSES - BY MAJOR CATEGORY TYPE				
	July 2024 ACTUAL	July 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Salaries & Taxes	\$ 234,077	\$ 239,043	\$ 4,966	2%
Employee Benefits	146,210	142,129	(4,081)	-3%
Recruitment & Training	6,917	12,441	5,524	44%
Business Expenses	61,638	61,889	252	0%
Supplies & Materials	18,612	12,338	(6,274)	-51%
Repairs & Maintenance	43,599	67,717	24,118	36%
Outside Services	284,574	271,647	(12,927)	-5%
Professional Services	60,974	46,677	(14,297)	-31%
Marketing, PR	42,771	31,552	(11,219)	-36%
Utilities	61,670	38,311	(23,359)	-61%
Interest Expense	17,228	17,149	(79)	0%
Total Operating Expenses	\$ 978,270	\$ 940,892	\$ (37,378)	-4%

OPERATING EXPENSES - BY DEPARTMENT				
	July 2024 ACTUAL	July 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Admin & Finance	\$ 213,980	\$ 174,662	\$ (39,318)	-23%
Planning & Marketing	129,547	115,290	(14,258)	-12%
Maintenance	154,150	171,037	16,887	10%
Operations	76,332	76,430	98	0%
Police	126,210	128,841	2,631	2%
Fire	213,482	199,224	(14,258)	-7%
Board of Directors	14,095	20,785	6,690	32%
Rental Properties	33,245	37,474	4,230	11%
Interest Expense	17,228	17,149	(79)	0%
Total Operating Expenses	\$ 978,270	\$ 940,892	\$ (37,378)	-4%

Salary & Taxes Expenses (\$234.1K) for July were materially on budget (\$239.0K).

Employee Benefit Expenses (\$146.2K) for July were higher than budget (\$142.1K). This unfavorable variance was primarily due to higher CalPERS health premiums.

Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$6.9K) for July were lower than Budget (\$12.4K). This favorable variance were primarily due to timing of travel expense to conferences.

Business Expenses (\$61.6K) were materially on Budget (\$61.9K).

Supplies & Materials expenses (\$18.6K) for July were higher than Budget (\$12.3K) by (\$6.3K)/51%. This unfavorable variance were primarily due to higher than budgeted Custodial Supplies & Materials (\$6.6K).

Repair & Maintenance expenses (\$43.6K) for July were lower than Budget (\$67.7K) by (\$24.1K)/36%. This favorable variances were primarily due to timing of repair costs on vehicles and equipment.

Outside Services expenses (\$284.6K) for July were higher than Budget (\$271.6K). This unfavorable variance is primarily due to higher Fire services shared costs.

Professional Service expenses (\$61.0K) for July were higher than Budget (\$46.7K) by (\$14.3K)/31%. This unfavorable variance were primarily due to timing of budgeted audit fees (\$16.7K).

Marketing and Public Relations expenses (\$42.8K) for July were higher than Budget (\$31.6K) by (\$11.2K)/36%. This unfavorable variance were primarily due to the timing of payments for sponsorships (\$12.6K).

Utilities expenses, combined (\$61.7K) for July were higher than Budget (\$38.3K) by (\$23.4K)/61% due primarily to higher than budgeted water expense (\$8.4K), electricity (\$3.1K) and natural gas (\$1.8K). The unfavorable variance for water sewage expense is due to timing (\$10.2K).

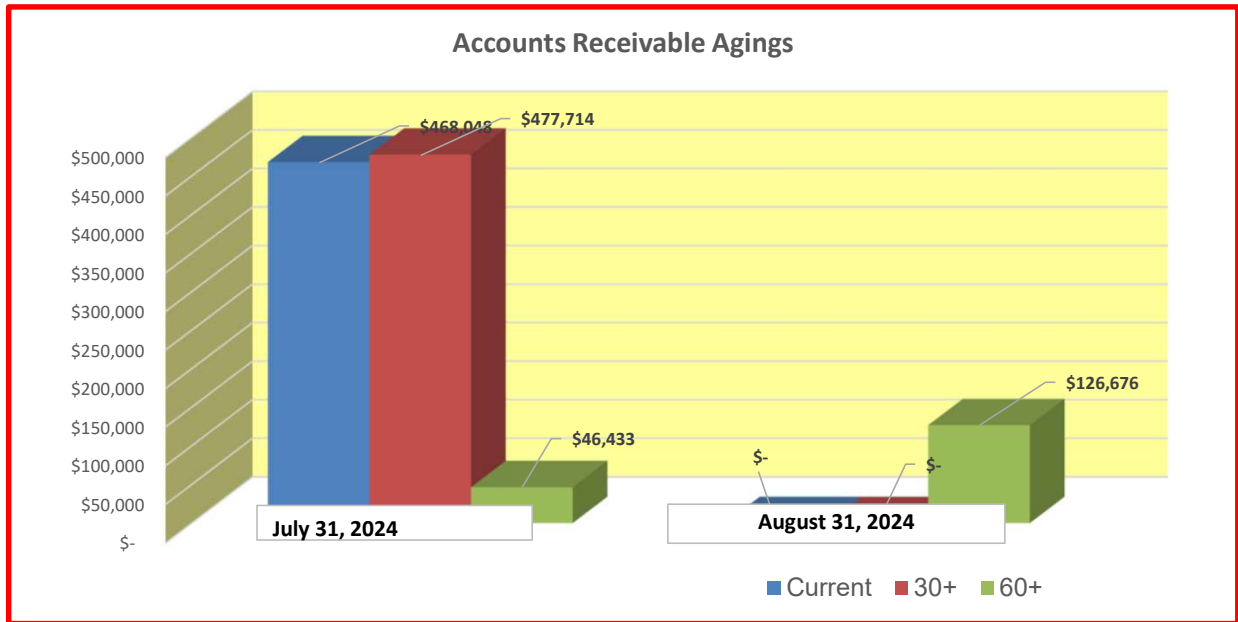
Interest expense (\$17.2K) for July were materially on budget (\$17.1K).

SELECTED BALANCE SHEET ANALYSES:

ACCOUNTS RECEIVABLE. The accounts receivable balance on July 31, 2024 was \$992.2K. This balance is \$68.4K or 6% lower than the June 30, 2024 balance \$1,060.6K, and \$278.1K/39% higher than the \$714.1K balance on July 31, 2023. The accounts receivable balance over 60 days old on July 31, 2024, was \$46.4K.

Chart 2 below graphically presents the aging of accounts receivable (1) as of July 31, 2024 and (2) prior to the next billing cycle (August 31, 2024).

Chart 2



Total accounts receivable of \$992.2K as of July 31, 2024 was comprised of \$333.0K/33.6% from Commercial Airlines, \$189.9K/19.1% from Rental Car companies, \$140.1K/14.1% from FBOs, \$134.5K/13.6% from Parking, \$31.4K/3.2% from the Monterey Hi-Way Self Storage, \$41.6K/4.2% from TNCs and Taxis, \$14.9K/1.5% from Woody's and \$106.7K/10.8% from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of July 31, 2024 of \$30.9K have been reclassified to deferred revenue.

Chart 3 below graphically presents the composition of accounts receivable by major customer/concessionaire/tenant.

Chart 3

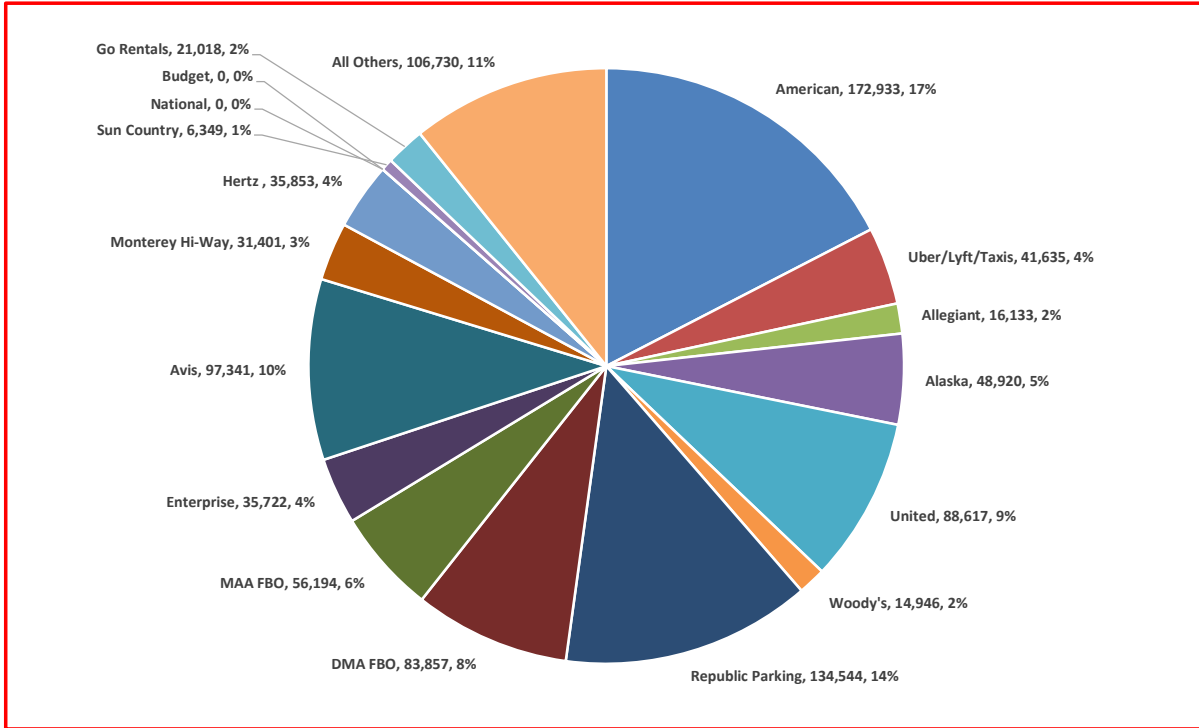
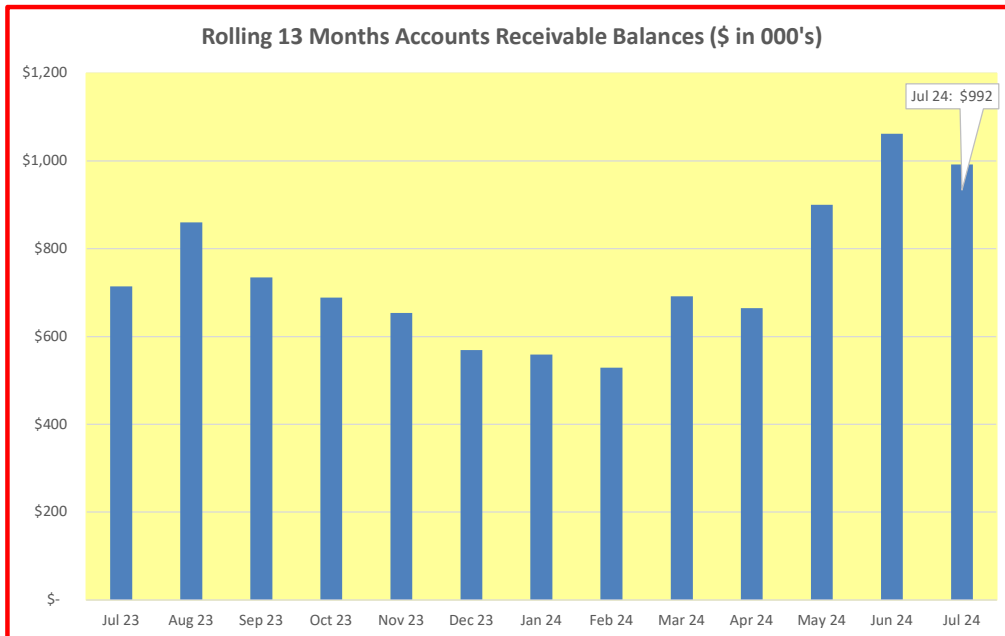


Chart 4 below depicts the total accounts receivable balances for the 13 months from July 2023 to July 2024.

Chart 4

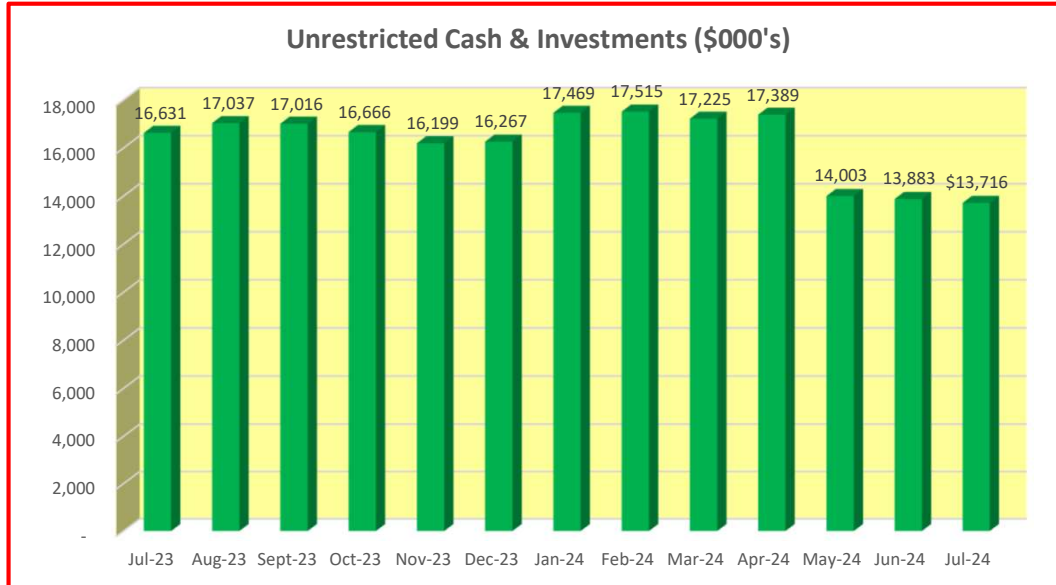


The balance of accounts receivable at month-end aligns with operating revenues in that month. On July 31, 2024, accounts receivable is 74.1% of revenues and the rolling thirteen-month average is 64.3%.

UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on July 31, 2024, was \$13.72M and the unrestricted cash and investments balance on June 30, 2024 was \$13.88M, a decrease of \$0.17M.

Chart 6 graphically presents the monthly balances of unrestricted cash and investments.

Chart 6



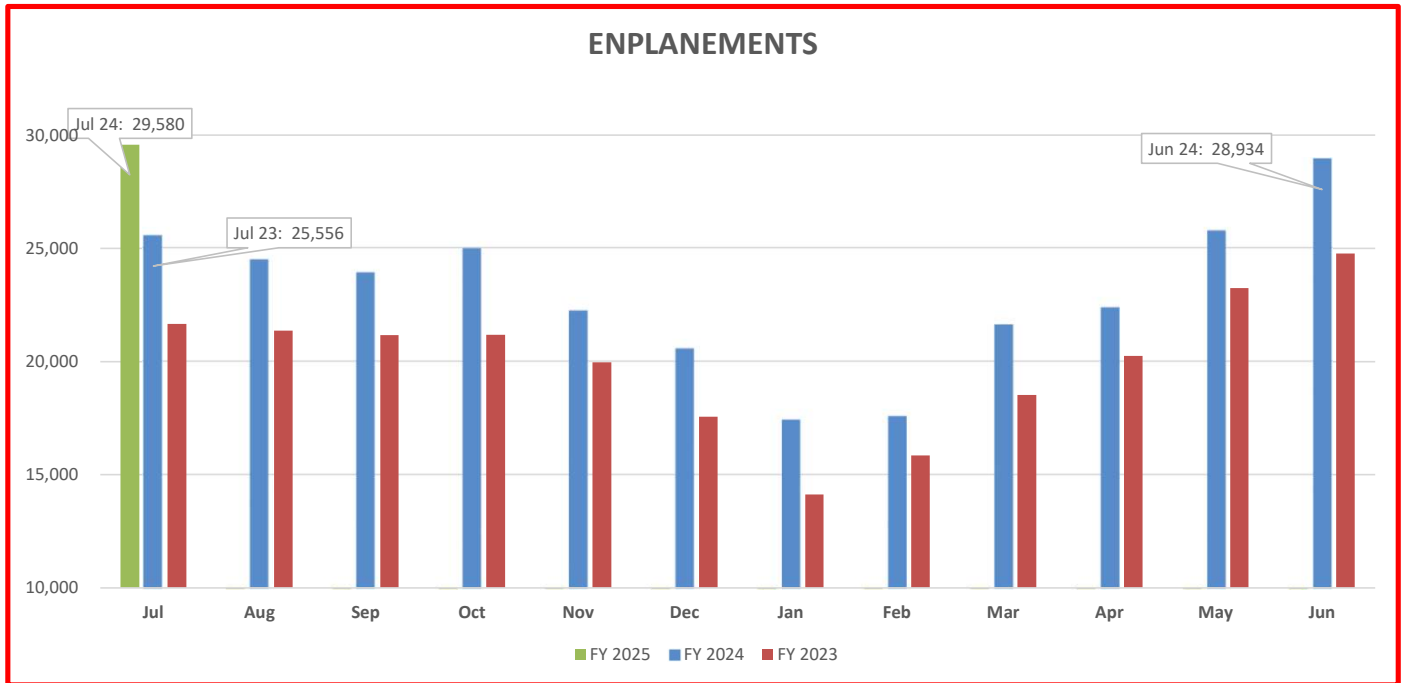
SELECTED OPERATING STATISTICS:

ENPLANEMENTS AND LOAD FACTORS. The table below presents simple load factors for fiscal years 2019 to 2025. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically, annual load factors range from approximately 70% to 77%; FY21 load factors reflect the impact of COVID-19. Commercial Airline aircraft types have a direct impact on capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors sustained or increased, which indicates that customers are willing to use the services offered by the Airlines.

Fiscal Year	July 31, 2024				FYTD			
	Load Factors	Enplanements	Capacity/ Available Seats	Flights	Load Factors	Enplanements	Capacity/ Available Seats	Flights
2025	75.2%	29,580	39,326	472	75.2%	29,580	39,326	472
2024	77.9%	25,556	32,808	393	77.9%	25,556	32,808	393
2023	76.5%	21,665	28,328	417	76.5%	21,665	28,328	417
2022	83.5%	20,920	25,056	354	83.5%	20,920	25,056	354
2021	45.9%	5,606	12,206	168	45.9%	5,606	12,206	168
2020	74.0%	22,109	29,878	441	74.0%	22,109	29,878	441
2019	68.2%	16,262	23,852	355	68.2%	16,262	23,852	355

Chart 7 below presents a comparison of monthly enplanements for FY 2025 to all FY 2024 and FY 2023 enplanements (which reflect the seasonality of the Airport's business cycle). When comparing enplanements for July 2024 (29,580) and June 2024 (28,934), enplanements increase by 646. When comparing July 2024 to July 2023, enplanements increased by 4,024/15.7%: (29,580) vs. (25,556).

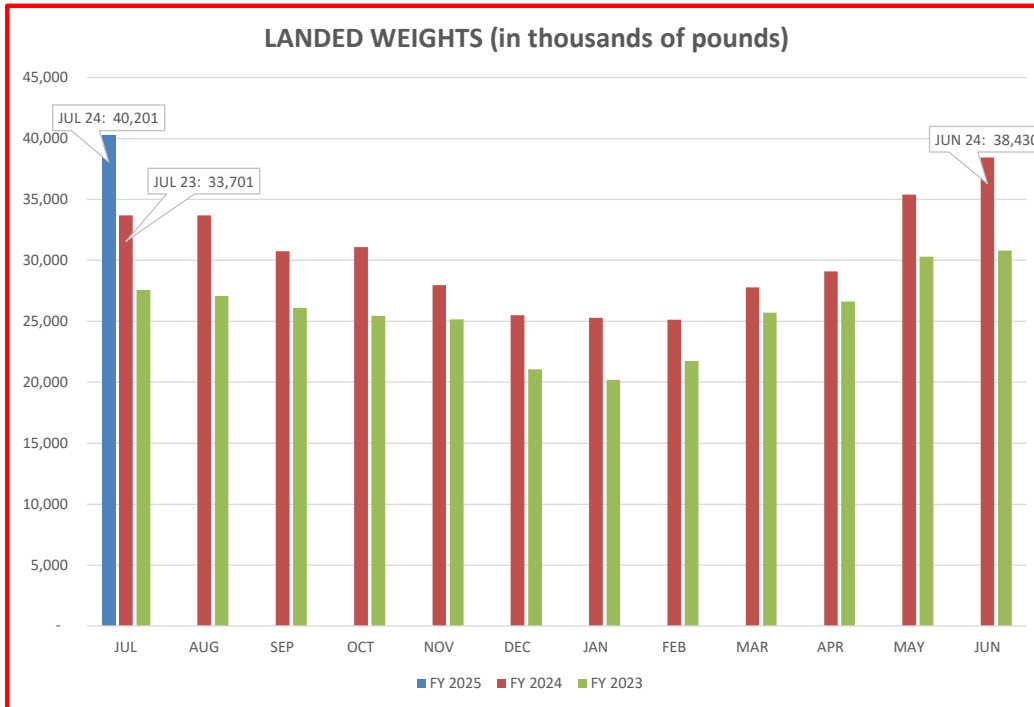
Chart 7:



LANDED WEIGHTS. Chart 8 compares the Airport's landed weights for FY 2025 to FY 2024. We anticipate landed weights for FY 2025 to increase as American continues up-gauging with heavier aircraft (the Mainline A319 has a MGLW of 137,788 pounds, as compared to a MGLW of 74,957 pounds for the Regional Embraer 175).

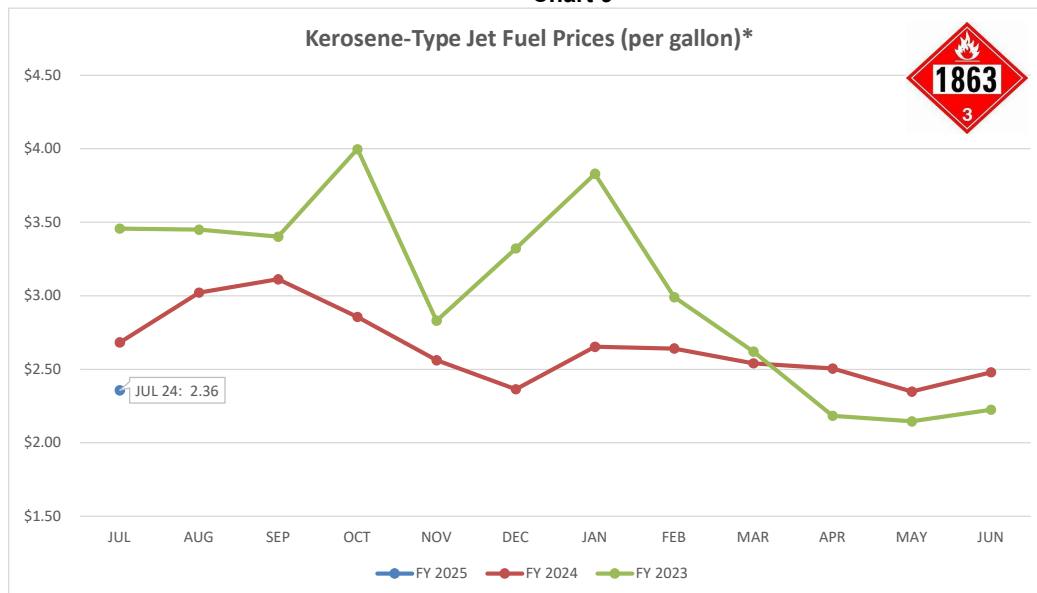
Total landed weights for July 2024 were 40,201K pounds, an increase of 6,500K pounds over the 33,701K pounds landed in the comparable period in FY24, and an increase of 1,771K pounds over the 38,430K pounds landed in June 2024, due primarily to the anticipated increase in seasonal demand and additions of flights (472 in July vs. 433 in June).

Chart 8



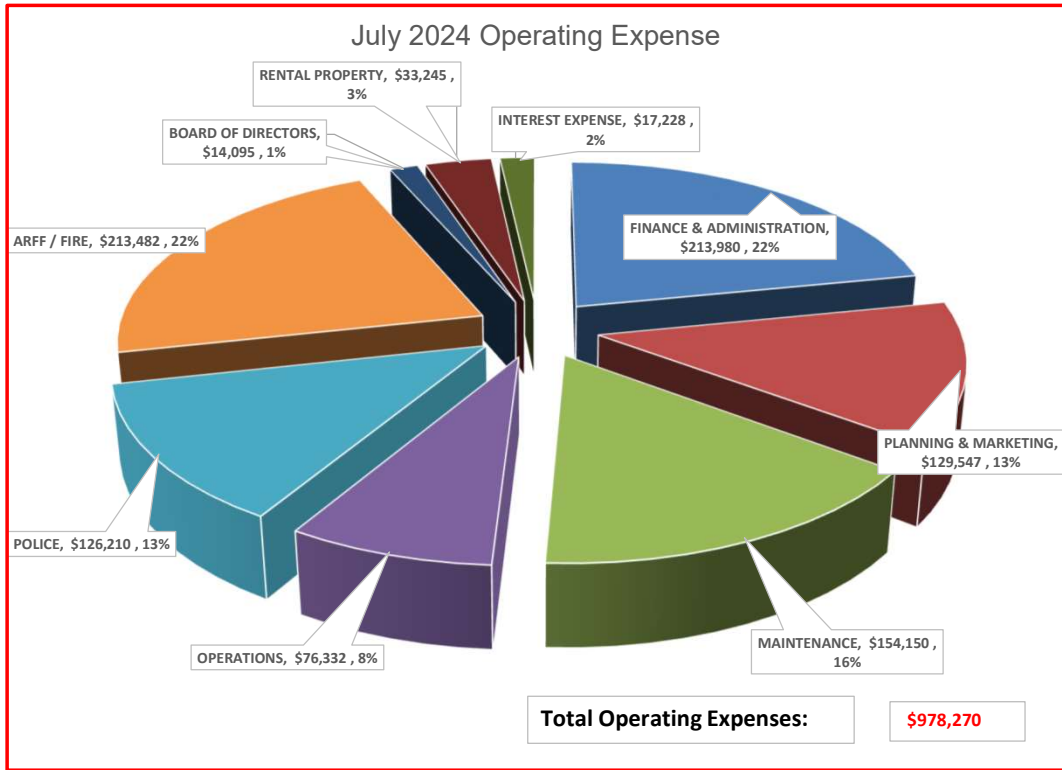
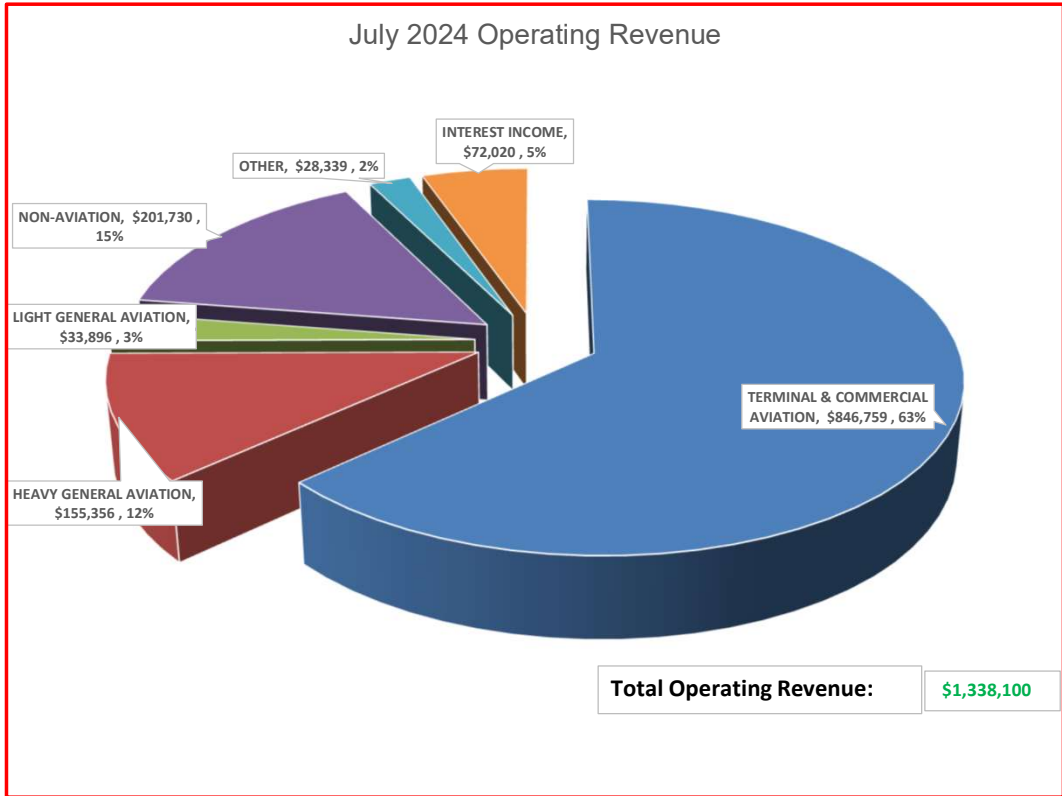
JET FUEL PRICES. Fuel (after crew costs) is an airline's largest operating cost, comprising as much as 29% of operating expenses. Rising fuel costs may put negative pressure on air carrier profitability, and as such it is an important macro indicator. Jet Fuel Prices are 100% correlated to fluctuations in crude oil spot prices, plus fluctuations in the Crack Spread (the Refinery's margin). **Chart 9** tracks the historical wholesale prices over the last 3 fiscal years.

Chart 9

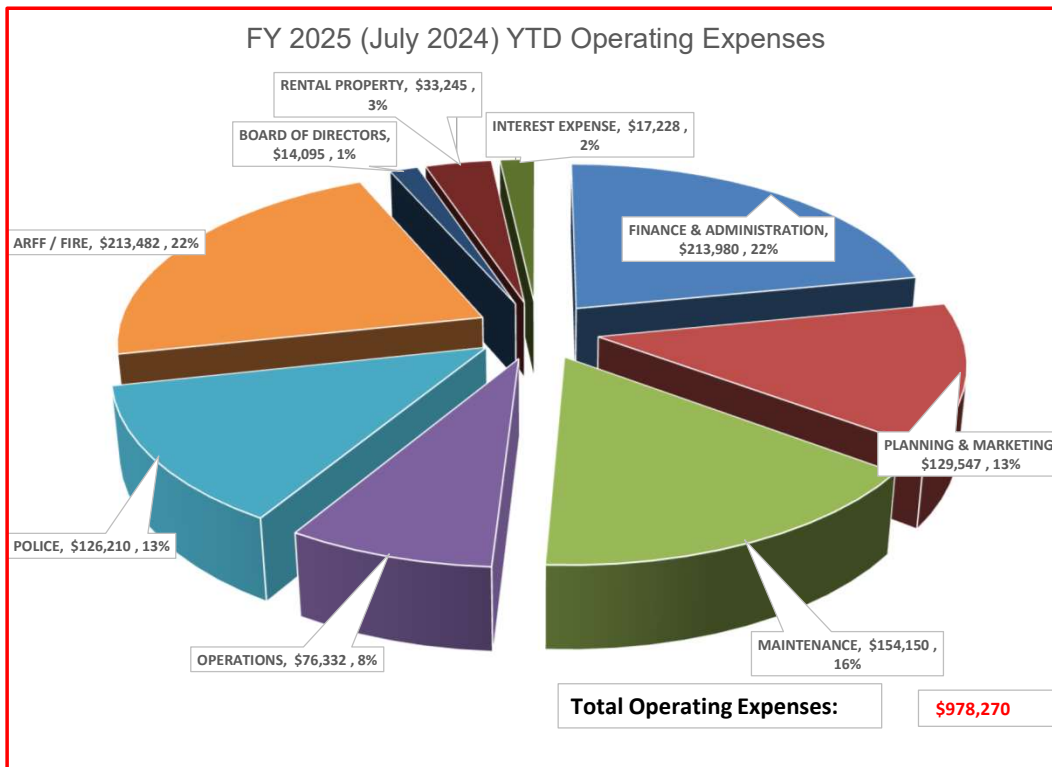
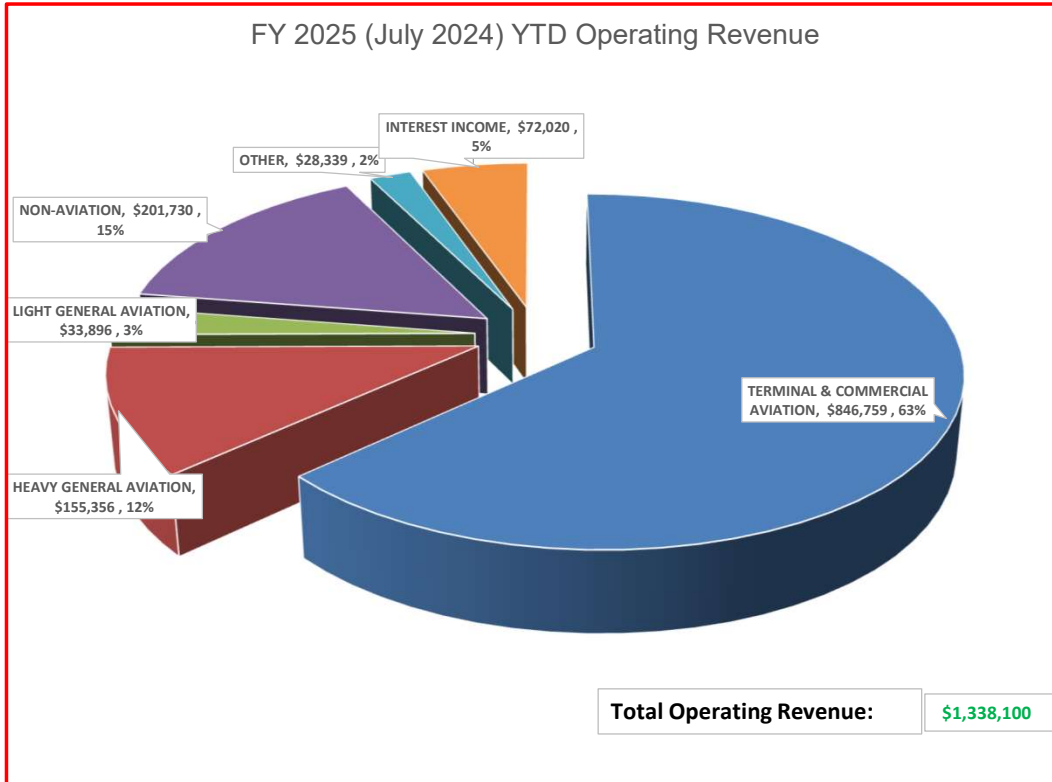


* Source: Federal Reserve Economic Data; Kerosene-Type Jet Fuel Prices: U.S. Gulf Coast.

Monterey Peninsula Airport District



Monterey Peninsula Airport District



AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

July 2024

OPERATING STATISTICS	July 2024	Budget	%	July 2023	YTD FY 25	Budget	%	YTD FY 24
AIRPORT ACTIVITY								
Air Carrier Landings ¹	472	457	3%	393	472	457	3%	393
Landed Weight (in thousands of pounds)	40,201	39,857	1%	33,701	40,201	39,857	1%	33,701
Enplanements	29,580	31,818	-7%	25,556	29,580	31,818	-7%	25,556
Passengers (emp/dep)	60,370			52,121	60,370			52,121
Total Cargo (in pounds)	47,806			61,639	47,806			61,639
Commercial	1,712			1,535	1,712			1,535
General Aviation	3,317			3,326	3,317			3,326
Military	198			152	198			152
TOTAL AIRCRAFT OPERATIONS	5,227			5,013	5,227			5,013
VEHICLE EXIT COUNT								
Long Term (1) Lot	1,811	2,459	-26%	2,459	1,811	2,459	-26%	2,459
Upper Short Term (2) Lot	3,279	2,639	24%	2,463	3,279	2,639	24%	2,463
Lower Short Term (3) Premium Lot	7,243	6,023	20%	6,023	7,243	6,023	20%	6,023
TOTAL VEHICLE EXIT COUNT	12,333	11,121	11%	10,945	12,333	11,121	11%	10,945

1: Cancelled Flight Landings: Current Month =12 (1 - Alaska /2 - Allegiant /4 - American /5 - United) FYTD = 12 (1 - Alaska /2 - Allegiant /4 - American /5 - United)

	July 2024 ACTUAL	July 2024 Budget	\$ ▲ Favorable ▼ Unfavorable	July 2023 ACTUAL	YTD FY 25 ACTUAL	Budget	\$ ▲ Favorable ▼ Unfavorable	YTD FY 24 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 203,488	\$ 193,354	\$10,134 ▲	\$ 122,728	\$ 203,488	\$ 193,354	\$10,134 ▲	122,728
Rents	205,755	202,242	3,513 ▲	173,424	205,755	202,242	3,513 ▲	173,424
TCP, Taxi & TNC Operator Permits	419	5,308	(4,889) ▼	5,308	419	5,308	(4,889) ▼	5,308
Taxi Trip Fees	5,018	3,132	1,886 ▲	3,132	5,018	3,132	1,886 ▲	3,132
TNC Trip Fees and Peer-to-Peer Rentals	32,318	25,338	6,980 ▲	25,338	32,318	25,338	6,980 ▲	25,338
Concessions	30,947	28,903	2,044 ▲	28,828	30,947	28,903	2,044 ▲	28,828
Rental Car	227,020	173,435	53,585 ▲	173,435	227,020	173,435	53,585 ▲	173,435
Parking	141,794	133,173	8,621 ▲	132,602	141,794	133,173	8,621 ▲	132,602
HEAVY GENERAL AVIATION								
GA Landing and Special Event Fees	48,328	32,835	15,493 ▲	35,284	48,328	32,835	15,493 ▲	35,284
FBO Rent	56,156	56,145	11 ▲	63,239	56,156	56,145	11 ▲	63,239
Fuel Flowage Fees	50,871	59,734	(8,863) ▼	45,585	50,871	59,734	(8,863) ▼	45,585
LIGHT GENERAL AVIATION								
	33,896	42,932	(9,035) ▼	32,933	33,896	42,932	(9,035) ▼	32,933
NON-AVIATION								
	201,730	200,719	1,011 ▲	185,662	201,730	200,719	1,011 ▲	185,662
OTHER OPERATING REVENUE								
	28,339	26,722	1,617 ▲	24,917	28,339	26,722	1,617 ▲	24,917
INTEREST INCOME								
	72,020	40,016	32,004 ▲	67,539	72,020	40,016	32,004 ▲	67,539
TOTAL OPERATING REVENUE	\$ 1,338,100	\$ 1,223,987	\$114,113 ▲	\$ 1,119,955	\$ 1,338,100	\$ 1,223,987	\$114,113 ▲	\$ 1,119,955

OPERATING EXPENSE								
Finance & Administration	\$ 213,980	\$ 174,662	(\$39,318) ▼	\$ 172,643	\$ 213,980	\$ 174,662	(\$39,318) ▼	\$ 172,643
Planning & Marketing	129,547	115,290	(14,258) ▼	85,521	129,547	115,290	(14,258) ▼	85,521
Maintenance & Custodial Services	154,150	171,037	16,887 ▲	132,101	154,150	171,037	16,887 ▲	132,101
Airport Operations	76,332	76,430	98 ▲	38,670	76,332	76,430	98 ▲	38,670
Police Services	126,210	128,841	2,631 ▲	113,315	126,210	128,841	2,631 ▲	113,315
ARFF/Fire Services	213,482	199,224	(14,258) ▼	129,841	213,482	199,183	(14,299) ▼	129,841
Board of Directors	14,095	20,785	6,690 ▲	13,499	14,095	20,785	6,690 ▲	13,499
Office Rentals	33,245	37,474	4,230 ▲	31,625	33,245	37,474	4,230 ▲	31,625
Interest Expense	17,228	17,149	(79) ▼	17,926	17,228	17,149	(79) ▼	17,926
TOTAL OPERATING EXPENSE	\$ 978,270	\$ 940,892	(\$37,378) ▼	\$ 735,141	\$ 978,270	\$ 940,852	(\$37,418) ▼	\$ 735,141

OPERATING INCOME	\$ 359,830	\$ 283,095	\$76,735 ▲	\$ 384,814	\$ 359,830	\$ 283,136	\$76,695 ▲	\$ 384,814
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DISTRICT CAPITAL EXPENDITURES (See Page 20)	\$ (439,589)	\$ (280,000)	(\$159,589) ▼	\$ (511,289)	\$ (439,589)	\$ (280,000)	(\$159,589) ▼	\$ (511,289)
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DEBT SERVICE - PRINCIPAL ONLY	\$ (1,203)			\$ (4,442)	\$ (1,203)			\$ (4,442)
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MONTEREY PENINSULA AIRPORT DISTRICT

Statements of Net Position

	July 31, 2024 (Unaudited)	June 30, 2024 (Unaudited)
ASSETS:		
Current assets:		
Unrestricted:		
Cash	\$ 427,854	\$ 359,803
Investments - L.A.I.F.	168,231	168,231
Investments - T-Bills	12,874,404	12,860,387
Investments - Negotiable CDs	245,913	494,723
Accounts receivable, net of \$10,000 allowance	982,194	1,050,562
Accrued Interest receivable	107,627	115,926
Leases receivable (GASB 87), current portion ⁽¹⁾	1,280,411	1,280,411
FAA & Other Grant Receivable	10,912	5,161,546
Prepaid and other assets	1,053,988	255,925
	<u>17,151,535</u>	<u>21,747,512</u>
Restricted:		
Cash	436,623	521,175
Investments - T-Bills	2,579,598	3,157,647
Investments - Negotiable CDs	98,365	97,946
PFC Receivable	241,329	220,339
Accrued Interest Receivable	7,195	16,941
Total restricted current assets	<u>3,363,109</u>	<u>4,014,048</u>
Total Current Assets	<u>20,514,644</u>	<u>25,761,560</u>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion ⁽¹⁾	9,429,531	9,429,531
Tenant receivable, net of current portion	23,655	24,922
Right-of-Use (GASB 96), net of current portion	3,477	3,477
Bond Offering Costs	1,500	1,500
Capital assets:		
Construction-in-Process	40,138,916	36,982,706
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	72,971,926	73,494,281
Total Capital assets:	<u>117,317,596</u>	<u>114,683,742</u>
Total Noncurrent assets:	<u>126,775,759</u>	<u>124,143,171</u>
Total Current and Noncurrent assets:	<u>147,290,403</u>	<u>149,904,731</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Actuarial valuation of deferred outflows related to pensions ⁽²⁾	5,416,264	5,416,264
Actuarial valuation of deferred outflows related to OPEB ⁽⁴⁾	244,433	244,433
	<u>5,660,697</u>	<u>5,660,697</u>
LIABILITIES:		
Current liabilities:		
Accounts Payable	3,795,220	6,432,750
Accrued liabilities	107,902	167,771
Accrued Interest	53,795	36,567
Unearned revenues, current portion	59,319	26,010
Loans payable, current portion	320,462	320,462
SBITA (GASB 96) liability	3,477	3,477
Funds held in trust (CFCs)	1,339,171	1,628,390
Accrued compensated absences, current portion	42,588	44,827
Total Current Liabilities	<u>5,721,934</u>	<u>8,660,254</u>
Long-term liabilities:		
Security deposits	446,650	440,829
Unearned revenues, net of current portion	211,551	212,290
Accrued compensated absences, net of current portion	165,052	163,361
Actuarial valuation of net pension liability ⁽⁶⁾	8,381,298	8,381,298
Actuarial valuation of OPEB liability ⁽⁷⁾	1,386,786	1,386,786
Loans payable, net of current portion	5,312,438	5,313,640
Total Long-Term Liabilities	<u>15,903,774</u>	<u>15,898,205</u>
Total Liabilities	<u>21,625,708</u>	<u>24,558,458</u>
DEFERRED INFLOWS OF RESOURCES:		
Actuarial valuation of deferred inflows related to pensions ⁽³⁾	3,550,993	3,550,993
Actuarial valuation of deferred inflows related to OPEB ⁽⁵⁾	805,752	805,752
Deferred inflows related to leases (GASB 87) ⁽¹⁾	10,709,942	10,709,942
Total Deferred Inflows of Resources	<u>15,066,687</u>	<u>15,066,687</u>
NET POSITION:		
Net investment in capital assets	108,372,008	104,943,814
Restricted - unspent Passenger Facilities Charges	1,010,913	860,839
Restricted - Cash Assets	416,239	(541,790)
Unrestricted	6,459,545	10,677,420
	<u>\$ 116,258,705</u>	<u>\$ 115,940,283</u>

See Notes to Statements of Net Position.

**Notes to Statement of Net Position
As of Jul. 31, 2024**

	Lease Receivable	Lease Interest	Total Lease Payments
1. Lease Receivable (GASB 87)			
Current:			
FY 2025	\$ 1,280,411	\$ 426,400	\$ 1,706,811
Noncurrent:			
FY 2026	1,225,625	373,367	1,598,991
FY 2027	1,273,892	321,022	1,594,914
FY 2028	890,517	272,670	1,163,187
FY 2029	713,259	239,752	953,011
FY 2030-FY2034	1,969,860	882,516	2,852,376
FY 2035-FY2039	921,598	608,061	1,529,659
FY 2040-FY2044	1,057,395	406,979	1,464,374
FY 2045-FY2049	985,112	177,000	1,162,112
FY 2049-FY2053	392,274	31,415	423,689
	9,429,531	3,312,782	12,742,313
	\$ 10,709,942	\$ 3,739,182	\$ 14,449,124

The District recognizes lease revenues by category and three categories were impacted by the implementation of GASB 87: General Aviation, Terminal Concessions and Non-Aviation revenue categories.

GASB 87 specifically excludes Regulated leases for which the District is the lessor. Terminal space, aircraft hangars, and recreational vehicle parking space future lease revenue are excluded.

	Combined	Miscellaneous	Safety
2. Deferred Outflows of Resources related to Pensions			
Pension contributions subsequent to measurement date	\$ 469,305	\$ 147,695	\$ 321,610
Changes of Assumptions	494,083	148,108	345,975
Differences between expected and actual experience	560,555	125,320	435,235
Net Difference between Projected and Actual Earnings	1,208,452	397,187	811,265
Adjustments due to differences in proportions	1,010,547	8,467	1,002,080
Difference in actual to proportionate share contribution	1,673,382	388,269	1,285,113
	\$ 5,416,324	\$ 1,215,046	\$ 4,201,278

	Combined	Miscellaneous	Safety
3. Deferred Inflows of Resources related to Pensions			
Differences between expected and actual experience	\$ 56,701	\$ 19,440	\$ 37,261
Adjustments due to differences in proportions	2,853,479	615,835	2,237,644
Differences between actual contributions and the proportionate share of contributions	640,812	227,702	413,110
	\$ 3,550,992	\$ 862,977	\$ 2,688,015

The District's proportion of the net pension liability was based on the District's share of the actuarial accrued liability of the cost-sharing plan, less the District's share of the fiduciary net position.

4. Deferred Outflows of Resources related to OPEB	
Changes in assumptions	\$ 86,893
Differences between expected and actual experience	91,840
Contributions made subsequent to the Measurement Date	65,700
	\$ 244,433

5. Deferred Inflows of Resources related to OPEB	
Changes in assumptions	\$ 317,808
Differences between expected and actual experience	487,944
	\$ 805,752

6. Net Pension Liability	
CalPERS - Miscellaneous Plan (6/30/2022 Measurement Date)	\$ 2,453,151
CalPERS - Safety Plan (6/30/2022 Measurement Date)	5,928,146
	\$ 8,381,297

7. Total OPEB Liability	
Police	\$ 357,799
Fire	606,670
Miscellaneous Plan	422,317
	\$ 1,386,786

MONTEREY PENINSULA AIRPORT DISTRICT

Statement of Cash Flows

	July 2024 (Unaudited)	FYTD 2025 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from customers	\$ 1,083,618	\$ 1,083,618
Payments to vendors for goods and services	(4,099,333)	(4,099,333)
Payments for employees pension and OPEB benefits	(81,067)	(81,067)
Payments to employees for services	(296,375)	(296,375)
Net Cash Provided (Used) by Operating Activities	(3,393,157)	(3,393,157)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from FAA Grants and Passenger Facilities Charges	5,282,329	5,282,329
Proceeds from Customer Facilities Charges	348,832	348,832
Acquisition and construction of capital assets	(3,156,209)	(3,156,209)
Interest paid on loans	-	-
Principal paid on loans	(1,203)	(1,203)
Net cash provided (used) by capital and related financing activities	2,473,749	2,473,749
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment income received	90,484	90,484
Investments matured (purchased)	812,423	812,423
Net cash (used) by investing activities	902,907	902,907
CASH FLOWS FROM NON-OPERATING ACTIVITIES:		
	-	-
Net Change in Cash and Cash equivalents	(16,501)	(16,501)
Cash and Cash Equivalents at Beginning of Period	880,978	880,978
Cash and Cash Equivalents at End of Period	\$ 864,477	\$ 864,477
STATEMENT OF NET POSITION		
CLASSIFICATION OF CASH AND CASH EQUIVALENTS:		
Unrestricted	\$ 427,854	\$ 427,854
Restricted	436,623	436,623
Total cash and cash equivalents	\$ 864,477	\$ 864,477
Reconciliation of operating loss to net cash provided (used) by operating activities:		
Operating Loss after Depreciation and Amortization	\$ (217,316)	\$ (217,316)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	522,355	522,355
(Increase) decrease in:		
Accounts receivable	68,367	68,367
Prepaid and other current assets	(817,787)	(817,787)
Increase (decrease) in:		
Accounts payable	(2,637,529)	(2,637,529)
Accrued liabilities	(59,851)	(59,851)
Interest Payable	-	-
Security deposits	5,821	5,821
Unearned revenues	(256,651)	(256,651)
Accrued compensated absences	(566)	(566)
Total Adjustments	(3,175,841)	(3,175,841)
Net cash provided (used) by operating activities	\$ (3,393,157)	\$ (3,393,157)
Non-cash capital and related financing activities:		
Acquisition of capital assets in accounts payable	\$ 3,312,689	\$ 3,312,689
Accrued interest on CEC and CalTrans loans	\$ 17,228	\$ 17,228

MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED

	FY 2025 July ACTUAL	FY 2025 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH:		
CASH RECEIVED - OPERATING REVENUE	\$ 1,266,080	\$ 1,266,080
CASH RECEIVED - INTEREST INCOME	<u>72,020</u>	<u>72,020</u>
CASH RECEIVED	<u>1,338,100</u>	<u>1,338,100</u>
USES OF CASH -- OPERATIONS:		
CASH (DISBURSED) - OPERATING EXPENSE	(961,042)	(961,042)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(17,228)	(17,228)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	<u>(1,203)</u>	<u>(1,203)</u>
CASH (DISBURSED)	<u>(979,472)</u>	<u>(979,472)</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>358,628</u>	<u>358,628</u>
USES OF CASH -- CAPITAL PROGRAM:		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(3,156,209)	(3,156,209)
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	<u>348,832</u>	<u>348,832</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>(2,807,378)</u>	<u>(2,807,378)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ (2,448,750)</u>	<u>\$ (2,448,750)</u>

FISCAL YEAR 2025
FINANCIAL STATEMENTS UNAUDITED
Construction-In-Progress
July 31, 2024

Project Number/AIP #	Project Name	Balance at June 30, 2024	FYTD Additions	FYTD Placed in Service	Balance at July 31, 2024	Total Spent And/Or Committed	Total Project Budget	Percentage Physically Complete
CFC Funded:								
2019-03	Water Distribution System	\$ 1,280,830	\$ 475,191		\$ 1,756,021	\$ 1,756,021	\$3,435,289	51%
FAA/PFC Funded:								
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF D & C	10,516,615	133,094		10,649,709	10,649,709	10,809,740	99%
2024-01	SEP Phase D1 - Terminal Design (BIL ATP)	2,996,843	161,052		3,157,895	3,157,895	3,150,000	100%
2023-01	SEP Phase D1 - Terminal Design	-	70,961		70,961	70,961	3,664,550	2%
2023-02	Runway 28L-10R Treatmnt-2.17M	-	-		-	-	2,170,000	0%
2023-03	Commercial Apron (B2)	13,887,445	1,876,323		15,763,767	15,763,767	42,141,476	37%
2025-01	Commercial Apron (D3)	-	-		-	-	6,824,948	0%
2025-02	Purchase Primary ARFF Vehicle	-	-		-	-	549,000	0%
		<u>27,400,903</u>	<u>2,241,429</u>	<u>-</u>	<u>29,642,332</u>	<u>29,642,332</u>	<u>69,309,714</u>	
District Only Funded:								
2019-03	Water Distribution System	23,049	-		23,049	23,049	-	0%
2023-01	SEP Phase D1 - Terminal Design	1,100,548	344,381		1,444,928	1,444,928	-	0%
2023-02	Runway 28L-10R Treatmnt-2.17M	-	98,709		98,709	98,709	-	0%
2023-03	Commercial Apron (B2)	86,834	-		86,834	86,834	420,000	21%
2023-04	2801 MSH Property Repairs	-	-		-	-	290,000	0%
2025-03	East TSA Access Road	-	-		-	-	210,000	0%
2025-04	Airfield and Property Maintenance	-	-		-	-	140,000	0%
2025-05	Plan of Finance	-	-		-	-	1,000,000	0%
2023-08	SE Hangar Relocation - \$7M	7,090,542	(3,500)		7,087,042	7,087,042	7,100,000	100%
		<u>8,300,973</u>	<u>439,589</u>	<u>-</u>	<u>8,740,562</u>	<u>8,740,562</u>	<u>9,160,000</u>	
		<u>\$ 36,982,706</u>	<u>\$ 3,156,209</u>	<u>\$ -</u>	<u>\$ 40,138,916</u>	<u>\$ 40,138,916</u>	<u>\$ 81,905,003</u>	

FISCAL YEAR 2025
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
July 31, 2024

Airport Improvement Programs

District Expenditures	
AIP -- FAA Funded Expenditures	
AIP -- PFC Funded Expenditures	
AIP -- CFC Funded Expenditures	
Total Capital Improvement Expenditures	

Actual FY 2025	
Current Period	
\$ 439,589.35	14%
1,918,404.00	61%
323,025.14	10%
475,190.82	15%
\$ 3,156,209.31	100%

Actual FY 2025	
Year-To-Date	
\$ 439,589.35	14%
1,918,404.00	61%
323,025.14	10%
475,190.82	15%
\$ 3,156,209.31	100%

FY 2024 District Capital Expenses/Budget:

CFC Funded:

2019-03 Water Distribution System

FAA/PFC Funded:

2022-01 SEP Phase B1/B2/B3-ARFF Design
 2023-01 SEP Phase D1 Terminal Design
 2023-02 Runway 28L-10R Treatmnt-2.17M
 2023-03 Commercial Apron Construction (B2)
 2025-01 Commercial Apron Construction (D3)
 2024-01 Terminal Design (BIL ATP)
 2025-02 Purchase Primary ARFF Vehicle

District Funded:

2019-03 Water Distribution System
 2023-01 SEP Phase D1 - Terminal Design
 2023-02 Runway 28L-10R Treatmnt-2.17M
 2023-03 Commercial Apron Construction (B2)
 2023-04 2801 Property Repairs
 2025-03 East TSA Access Road
 2025-04 Airfield and Property Maintenance
 2025-05 Plan of Finance
 2023-08 Southeast Hangar Relocation

	July 2024	Budget	Actual FYTD	Budget FYTD
CFC Funded:				
2019-03 Water Distribution System	\$ 475,190.82	561,127.00	\$ 475,190.82	\$ 561,127.00
FAA/PFC Funded:				
2022-01 SEP Phase B1/B2/B3-ARFF Design	133,093.86	374,466.00	133,093.86	374,466.00
2023-01 SEP Phase D1 Terminal Design	70,961.00	482,723.00	70,961.00	482,723.00
2023-02 Runway 28L-10R Treatmnt-2.17M	-	-	-	-
2023-03 Commercial Apron Construction (B2)	1,876,322.59	2,450,729.00	1,876,322.59	2,450,729.00
2025-01 Commercial Apron Construction (D3)	-	-	-	-
2024-01 Terminal Design (BIL ATP)	161,051.69	357,255.00	161,051.69	357,255.00
2025-02 Purchase Primary ARFF Vehicle	-	-	-	-
	<u>2,241,429.14</u>	<u>3,665,173.00</u>	<u>2,241,429.14</u>	<u>3,665,173.00</u>
District Funded:				
2019-03 Water Distribution System	-	-	-	-
2023-01 SEP Phase D1 - Terminal Design	344,380.50	-	344,380.50	-
2023-02 Runway 28L-10R Treatmnt-2.17M	98,708.85	-	98,708.85	-
2023-03 Commercial Apron Construction (B2)	-	35,000.00	-	35,000.00
2023-04 2801 Property Repairs	-	130,000.00	-	130,000.00
2025-03 East TSA Access Road	-	10,000.00	-	10,000.00
2025-04 Airfield and Property Maintenance	-	65,000.00	-	65,000.00
2025-05 Plan of Finance	-	-	-	-
2023-08 Southeast Hangar Relocation	(3,500.00)	-	(3,500.00)	-
	<u>439,589.35</u>	<u>280,000.00</u>	<u>439,589.35</u>	<u>280,000.00</u>
	\$ 3,156,209.31	\$ 4,506,300.00	\$ 3,156,209.31	\$ 4,506,300.00

FISCAL YEAR 2025
FINANCIAL STATEMENTS UNAUDITED
Non-District Funding and Reimbursements of Construction-In-Progress
Jul. 31, 2024

Project Number/AIP #	Project Name	July	Totals
Reimbursements & Tranfers from Restricted Cash			
CFC Funded:			
2019-03	Water Distribution System	\$ 348,832	\$ 348,832
	Grand Totals	\$ 348,832	\$ 348,832

FISCAL YEAR 2025
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Settle Date	Maturity Date	Value At Jul. 31, 2024	Yield/ Interest Rate
UNRESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$1,125,000 - 1 Month	\$ 1,125,000.00	7/15/24	8/15/24	\$ 1,120,502.50	5.16%
U.S. Treasury Bill - \$251,000 - 1 Month	\$ 251,000.00	7/17/24	8/15/24	\$ 249,960.82	5.16%
U.S. Treasury Bill - \$602,000 - 1 Month	\$ 602,000.00	7/26/24	8/22/24	\$ 599,661.23	5.20%
U.S. Treasury Bill - \$1,015,000 - 2 Month	\$ 1,015,000.00	6/11/24	8/8/24	\$ 1,006,574.23	5.28%
U.S. Treasury Bill - \$2,554,000 - 2 Month	\$ 2,554,000.00	6/20/24	8/20/24	\$ 2,531,777.72	5.25%
U.S. Treasury Bill - \$1,551,000 - 4 Month	\$ 1,551,000.00	7/10/24	11/5/24	\$ 1,525,329.98	5.18%
U.S. Treasury Bill - \$2,585,000 - 4 Month	\$ 2,585,000.00	7/15/24	11/12/24	\$ 2,541,869.81	5.03%
U.S. Treasury Bill - \$813,000 - 4 Month	\$ 813,000.00	4/18/24	8/13/24	\$ 799,436.01	5.29%
U.S. Treasury Bill - \$2,564,000 - 6 Month	\$ 2,564,000.00	3/21/24	9/19/24	\$ 2,499,291.48	5.19%
	<u>\$ 13,060,000.00</u>			<u>\$ 12,874,403.78</u>	
Pooled Money Investment Account - MPAD					
State of California - Local Agency Investment Fund		Various	Various	<u>168,853.01</u>	4.00%
Money Market Account - MPAD					
JP Morgan Chase - District Reserve - Money Market Account				<u>2,132.47</u>	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD					
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	<u>250,000.00</u>	2.60%
				250,000.00	
Cash And Cash Equivalents		Various	Various	<u>4,148.90</u>	Variable
				<u>254,148.90</u>	
General Accounts - MPAD					
JP Morgan Chase - various checking accounts				<u>421,572.72</u>	
				13,721,110.88	
MPAD Cash and Investments - Unrestricted				(622.05)	
Less: L.A.I.F. 06/30/2024 Fair Value Adjustment				(4,087.50)	
Less: CDs Jul. 31, 2024 matrix pricing adjustment				<u> </u>	
Unrestricted Cash and Investments				<u>\$ 13,716,401.33</u>	
				\$ 427,854.09	
Unrestricted Cash				13,288,547.24	
Unrestricted Investments				<u>\$ 13,716,401.33</u>	

FISCAL YEAR 2025
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Purchase Date	Maturity Date	Value At Jul. 31, 2024	Yield/ Interest Rate
RESTRICTED:					
Tenant's Security Deposits - RESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$433,000 - 3 Month	\$ 433,000.00	3/26/24	6/20/24	<u>\$ 442,179.24</u>	5.28%
Passenger Facility Charges (PFCs) - RESTRICTED:					
Chase Bank - Passenger Facility Charges (PFCs)				<u>\$ 469.32</u>	0.01%
U.S. Treasury Bill - \$403,000 - 1 Month	\$ 403,000.00	7/10/24	8/8/24	401,389.68	5.16%
U.S. Treasury Bill - \$255,000 - 1 Month	\$ 255,000.00	7/15/24	8/15/24	253,906.05	5.17%
U.S. Treasury Bill - \$254,000 - 2 Month	\$ 254,000.00	6/20/24	8/20/24	252,781.25	5.25%
				<u>908,076.98</u>	
Royal Alliance - Certificates of Deposits and Cash Equivalents:					
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	100,000.00	2.60%
Cash and Cash Equivalents		Various	Various	2.55	Variable
				<u>100,002.55</u>	
				<u>\$ 1,008,548.85</u>	
Customer Facility Charges (CFCs) - RESTRICTED:					
U.S. Treasury Bill - \$28,000 - 1 Month	\$ 28,000.00	7/10/24	8/8/24	\$ 27,888.12	5.16%
U.S. Treasury Bill - \$510,000 - 1 Month	\$ 510,000.00	7/15/24	8/15/24	507,812.10	5.17%
U.S. Treasury Bill - \$255,000 - 2 Month	\$ 255,000.00	6/20/24	8/20/24	252,781.25	5.25%
U.S. Treasury Bill - \$102,000 - 3 Month	\$ 102,000.00	6/27/24	9/26/24	100,676.67	5.27%
Chase Bank - Customer Facility Charges (CFCs)				408,043.37	0.01%
				<u>\$ 1,297,201.51</u>	
Tenant's Security Deposits - RESTRICTED:					
Chase Bank - Money Market Account				<u>\$ 20,609.02</u>	0.01%
Airport Improvement Program - RESTRICTED:					
Chase Bank - AIP Checking Account				<u>\$ 5,000.00</u>	
CalTrans Annual Debt Service - RESTRICTED:					
U.S. Treasury Bill - \$349,000 - 6 Months	\$ 349,000.00	3/21/24	9/19/24	\$ 340,183.35	5.42%
Chase Bank - Checking Account				2,498.65	
				<u>\$ 342,682.00</u>	
Sub-Total: MPAD Cash and Investments - Restricted				3,116,220.62	
Less: CDs Jul. 31, 2024 matrix pricing adjustment				<u>(1,635.00)</u>	
Restricted Cash and Investments				<u>\$ 3,114,585.62</u>	
Restricted Cash				\$ 436,622.91	
Restricted Investments				2,677,962.71	
				<u>\$ 3,114,585.62</u>	



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

August 2024

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 60 incidents during the month as follows:

- MPAD property – 7
- City of Monterey – 36
- Other Cities in Monterey Fire Jurisdiction – 11
- Auto / Mutual Aid – 6

2. Training

Personnel completed a total of 59.0 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): 76
- Operational (qualified to work at Airport, but live fire training not current): 34
- Technician (fully qualified to be the designated ARFF fire engineer): 12

3. Other

4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
8/9/2024 11:11 AM	0:05:00	300 Sky Park DR	Person in distress, other
8/11/2024 5:24 AM	0:06:28	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
8/12/2024 9:37 AM	0:05:19	200 Fred Kane DR	Municipal alarm system, malicious false alarm
8/19/2024 2:08 PM	0:00:00	200 Fred Kane DR	Dispatched & canceled en route
8/19/2024 7:29 PM	0:06:29	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
8/21/2024 7:12 PM	0:05:48	200 Fred Kane DR	Smoke detector activation, no fire – unintentional
8/25/2024 2:53 PM	0:04:16	300 Sky Park DR	Motor vehicle accident with no injuries

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: September 5, 2024
SUBJ: Operations Report

The following is a summary of activity of Airport Operations for August 2024 and planned airline activities for September 2024.

1. The following reports are attached:
 - August 2024 Noise Comment Report
 - Operating and Expense Reports for the Taxi (through August 2024) and TNC ground transportation systems (through July 2024)
 - Commercial Flight Cancellations & Delays Report for August 2024
 - Commercial Flight Schedule for September 2024
2. Below is the summary of scheduled airline activity for September 2024:

Alaska Air operated by SkyWest.

- SEA operates once a day using the E175
- SAN operates twice a day using the E175.
- Scheduled to operate a monthly total of 180 flights (Arrivals and Departures)

Allegiant Air

- Continues to use the Airbus 319/320 series to LAS on Mondays and Fridays
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United operated by SkyWest.

- SFO operates twice a day using the E175 / CRJ700.
- LAX continues 2 flights a day adding a further flight at the end of the month using the E175.
- DEN flies twice a day using the E175.
- Scheduled to operate a monthly total of 370 flights (Arrivals and Departures)

American operated by AA / Mesa / Envoy

- PHX operates between three and four flights a day using a mix of E175 / CRJ700 A319 aircraft.
- DFW operates once a day using the A319 aircraft.
- Scheduled to operate a monthly total of 286 flights (Arrivals and Departures)

Sun Country

- MSP operates twice a week using the B738
- Scheduled to operate a monthly total of 18 flights (Arrivals and Departures)

Cumulatively speaking, flights have increased by 123 (847 vs. 724) compared to September 2023, an increase of 17%. The number of available seats has also increased by approximately 18% (71,408 vs. 60,380).

**MRY AIRPORT NOISE COMMENT LOG
AUGUST 2024**

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Reported Weather / Notes	
NOISE CONCERNS FROM AIR OPERATIONS AT MONTEREY AIRPORT										
1	kathleen grzanowski	Pasadera	8/15/2024	8:44 PM	A319	28L Arr	Huge. Commercial flight that is the largest that lands in MTRY. 737 or Airbus 320? It flies RIGHT OVER OUR HOME AT PROBABLY 800 ft and shakes the windows. No slowing down. No slight turn over Laguna Seca to go over golf course but RIGHT OVER OUR HOME. Actually causes the hyenas to start barking	MC	Responded to both complaints together to advise we encourage pilots to use certain approaches, but they are able to choose any of the available approaches. Also due to the proximity of this location to the end of the runway, aircraft are already stabilised for the final approach and will not make adjustments. Finally, although small, they are big by MRY standards and the size helps to make them look faster and lower than the other aircraft observed.	
2	kathleen grzanowski	Pasadera	8/15/2024	9:42 PM	A319	28L Arr	HUGE PLANE - the biggest landing in the airport (737 or Airbus 320?) Goes RIGHT OVER OUR HOUSE at high loud engine speed and very low. Shakes the house. Makes the coyotes (not hyenas from last report) in the canyon start barking. Is there no way to get them to turn a little sooner over Laguna Seca and fly over the golf course just in front of our backyard. They end up there anyway one house over. They could make the turn by the canyon and avoid going really low right over our house. The neighbor at 404 is avoided. They are very low and loud.	MC	See above.	

3	Steve Kayser	Pasadera	8/19/2024	6:20 PM	A319	28L Arr	American Airlines - WAY too low. please council the pilot.....	KC	Explained that this was the American Airbus from PHX which is one of the larger aircrafts that serve this airport and may explain why it appeared so low. After reviewing flight radar and talking with the tower the aircraft never descended below the minimum descent altitude set by the FAA.
4	Richard Lind	Del Monte Beach	8/26/2024	10:45 AM	Phenom 300	28L Dep	Phone call taken from resident saying planes have changed courses recently and are now causing a disturbance. Aircraft should fly towards lovers point before turning over the bay around the cannery row area whilst throttling back.	MC	I explained the Monterey 5 departure has aircraft turning after Hwy1, over the NPS area then out of the bay to avoid the built up areas of Monterey. Advised him to visit our noise abatement page. Aircraft flew correct departure route.
5	Blake Nilsson	Pacific Grove	8/29/2024	10:45 PM	E175	10R Arr	Multiple loud aircraft flying overhead, sounded like a low approach. Occurred between 8-11pm.	DW	Explained due to weather conditions this is the approach pilots must use. Your comments are noted

AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT

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AIR OPERATIONS OF UNKNOWN ORIGIN

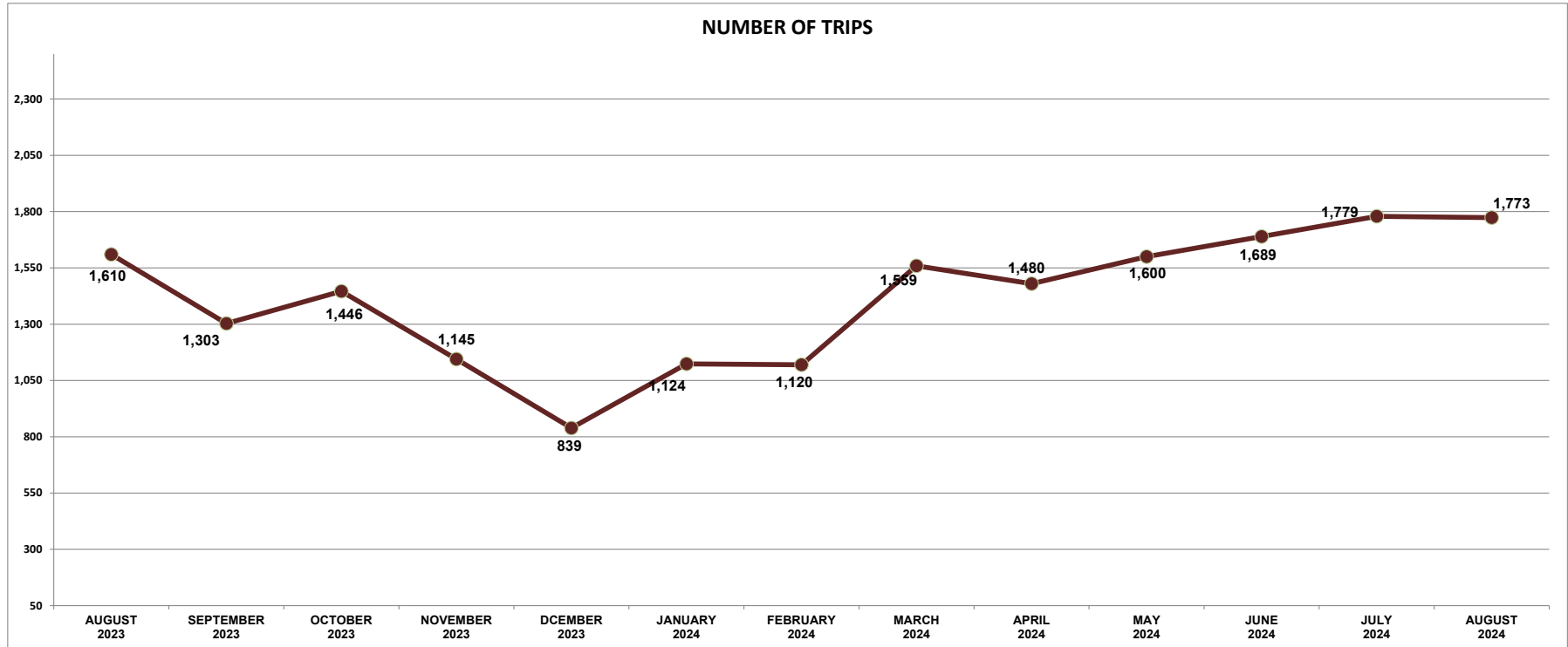
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MONTHLY TOTALS and COMPARISONS

	Aug-24	Aug-23	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	5	22	-77%		0
Number of Operations:	6,048	5,621	8%		
Annual Total	23	56	-59%		0

13-MONTH ROLLING COMPARISON

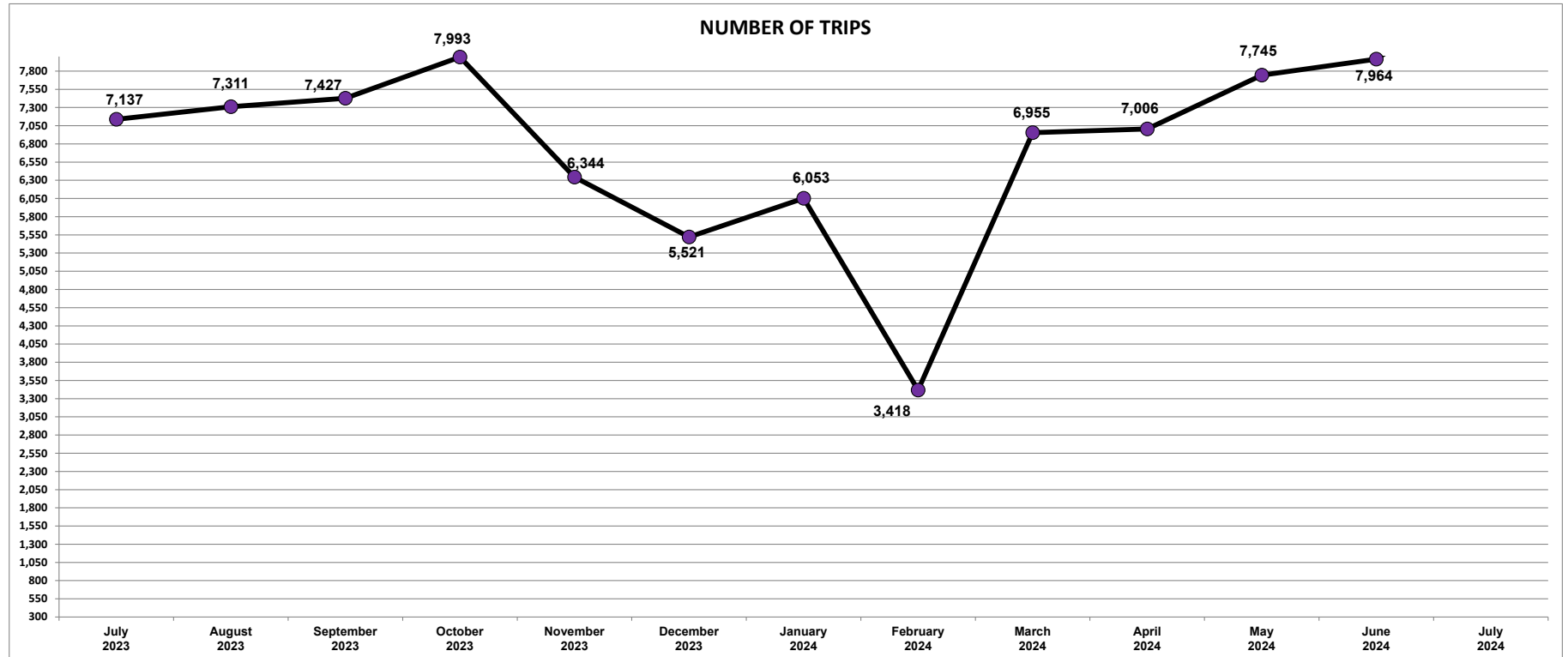
Taxis



	2023 AUGUST	2023 SEPTEMBER	2023 OCTOBER	2023 NOVEMBER	2023 DECEMBER	2024 JANUARY	2024 FEBRUARY	2024 MARCH	2024 APRIL	2024 MAY	2024 JUNE	2024 JULY	2024 AUGUST
NUMBER OF TRIPS	1,610	1,303	1,446	1,145	839	1,124	1,120	1,559	1,480	1,600	1,689	1,779	1,773
PERMITS SOLD	0	1	2	0	0	0	1	1	0	0	10	14	1
TAXI TRIP FEES	\$ 4,830	\$ 3,909	\$ 4,338	\$ 3,435	\$ 2,517	\$ 3,372	\$ 3,360	\$ 4,677	\$ 4,440	\$ 4,800	\$ 5,067	\$ 5,337	\$ 5,319
TAXI PERMIT FEES	\$ 0	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200	\$ 100	\$ 100	\$ 100	\$ 200	\$ 0	\$ 1,400	\$ 100
TAXI - TOTAL REVENUE	\$ 4,830	\$ 4,009	\$ 4,438	\$ 3,535	\$ 2,617	\$ 4,572	\$ 3,460	\$ 4,777	\$ 4,540	\$ 5,000	\$ 5,067	\$ 6,737	\$ 5,419
CURB MGMT CONTRACT													
OBD LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004
TAXI - TOTAL EXPENSE	\$ 2,083	\$ 2,083	\$ 2,916	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004
OPERATING INCOME / (LOSS)	\$ 2,747	\$ 1,926	\$ 1,522	\$ 531	\$ (387)	\$ 1,568	\$ 456	\$ 1,773	\$ 1,536	\$ 1,996	\$ 2,063	\$ 3,733	\$ 2,415
FYTD 2024 (July 2024 - August 2024) OPERATING INCOME / (LOSS)													\$ 6,148
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 19,131

* February 1st swap to "OBD" system

Transportation Network Companies (TNCs)



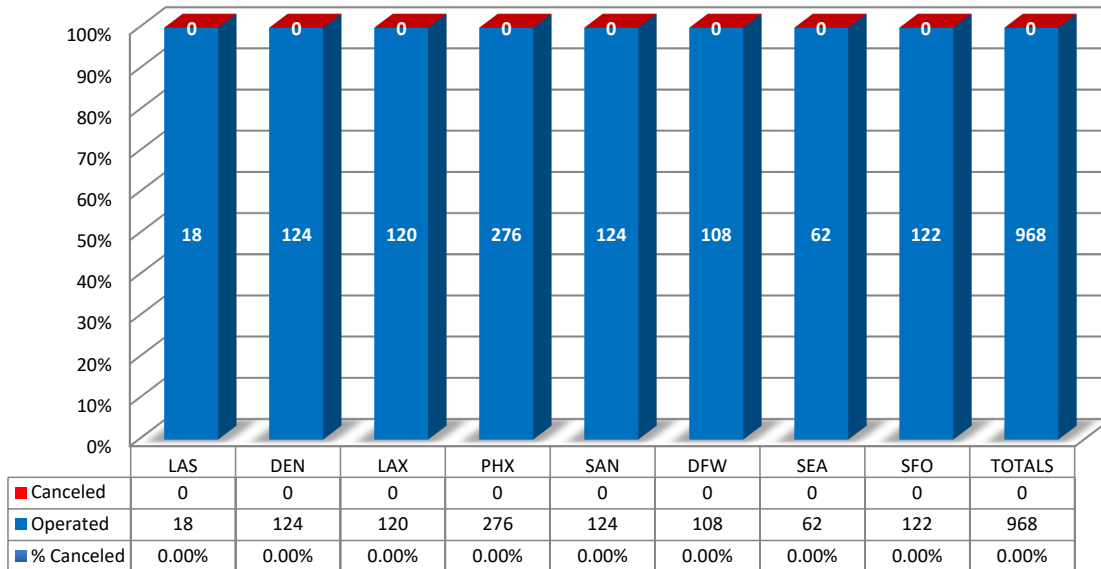
	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July
NUMBER OF TRIPS	7,137	7,311	7,427	7,993	6,344	5,521	6,053	3,418	6,955	7,006	7,745	7,964	9,006
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 21,411	\$ 21,933	\$ 22,281	\$ 23,979	\$ 19,032	\$ 16,563	\$ 18,159	\$ 10,254	\$ 20,865	\$ 21,018	\$ 23,235	\$ 23,892	\$ 27,018
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	<u>\$ 21,411</u>	<u>\$ 21,933</u>	<u>\$ 22,281</u>	<u>\$ 23,979</u>	<u>\$ 19,032</u>	<u>\$ 16,563</u>	<u>\$ 18,159</u>	<u>\$ 10,254</u>	<u>\$ 20,865</u>	<u>\$ 21,018</u>	<u>\$ 23,235</u>	<u>\$ 23,892</u>	<u>\$ 27,018</u>

Cumulative 12-Month Operating Income: \$ 248,229

Fiscal Year To Date (July 2024 - July 2024) Operating Income: \$ 27,018

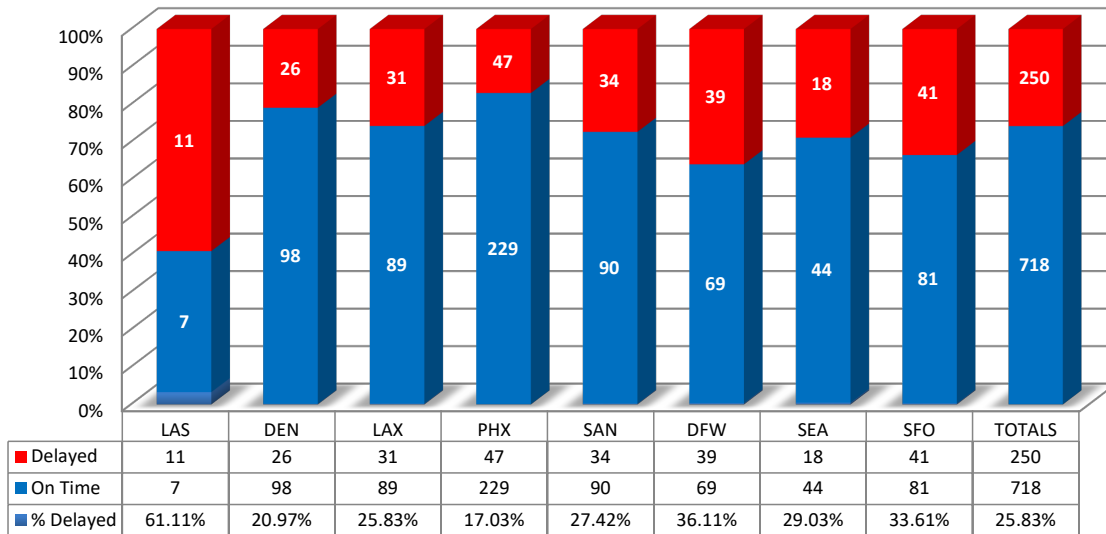
AUGUST 2024

August Commercial Flights Operated vs. Canceled



TOTAL CANCELLATIONS: 0

August Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 250



Monterey Regional Airport September 2024 Flight Schedule



		ARRIVALS				DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)	
A319 (128)	DFW		2879	11:40 AM	DAILY	DEN		5444	5:00 AM	DAILY	EMB175 (76)	
EMB175 (76)	LAX		5247	11:45 AM	DAILY	DFW		1770	5:10 AM	1-4	A319 (128)	
EMB175 (76)	PHX		3912	12:30 PM	2-30	SAN		3474	6:00 AM	DAILY	EMB175 (76)	
EMB175 (76)	DEN		5438	1:10 PM	DAILY	PHX		4938	6:10 AM	2-30	EMB175 (76)	
EMB175 (76)	SEA		2020	1:00 PM	DAILY	LAX		5836	8:00 AM	26-30	EMB175 (76)	
EMB175 (76)	SFO		5749	2:00 PM	DAILY	SFO		5422	8:30 AM	DAILY	EMB175 (76)	
EMB175 (76)	SAN		3346	2:10 PM	DAILY	DFW		2879	12:00 PM	DAILY EX 3	A319 (128)	
A319 (128)	PHX		1445	3:30 PM	DAILY	DEN		5620	12:40 PM	DAILY	EMB175 (76)	
B737 (183)	MSP		277	5:00 PM	TH & SUN	PHX		3912	1:00PM	DAILY	EMB175 (76)	
CRJ700 (66)	PHX		2854	6:30PM	DAILY	LAX		5307	2:00 PM	DAILY	EMB175 (76)	
EMB175 (76)	LAX		5398	7:35 PM	DAILY	SAN		3346	2:50 PM	DAILY	EMB175 (76)	
EMB175 (76)	DEN		5414	9:00 PM	DAILY	SFO		4729	2:40 PM	DAILY	EMB175 (76)	
A319 (128)	DFW		1563	9:00 PM	1,2	SEA		2020	3:50 PM	DAILY	EMB175 (76)	
EMB175 (76)	SAN		3392	9:55 PM	DAILY	PHX		3977	4:15 PM	DAILY	EMB175 (76)	
EMB175 (76)	LAX		5398	10:30 PM	26-30	MSP		278	6:20 PM	TH & SUN	B737 (183)	
EMB175 (76)	PHX		3849	10:30 PM	SUN-MON TH-FRI	PHX		2854	7:05 PM	SUN-MON TH-FRI	A319 (128)	
EMB175 (76)	SFO		5670	11:30 PM	DAILY	LAX		5482	8:20 PM	DAILY	CRJ700 (66)	
A319 (156)	LAS		89	1:30 PM 2:20 PM 3:20 PM 4:40 PM	27, 30 9, 16, 23 6, 13, 20 2	LAS		90	2:30 PM 3:10 PM 4:10 PM 5:30 PM	27, 30 9, 16, 23 6, 13, 20 2	A319 (156)	

*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 Executive Director
DATE: September 1, 2024
SUBJ: Planning/Marketing and Capital Projects Monthly Report

Attached is the current monthly Project Report for the Planning and Marketing Departments with the following highlights for August 2024:

➤ **SEP Commercial Apron Construction**

- Construction continues to move forward as the west end of the commercial ramp retaining wall has been formed. This provides a good visual representation of the parameters for the new commercial ramp.
- Staff will provide a project update at the September board meeting.

➤ **Youth Art at the Airport Exhibit**

- The League of Women Voters of Monterey County sponsored a Poster Art Contest, “Your Vote is Your Voice—Register and Vote,” for High School Students who live in Monterey County, to encourage citizens to register and vote during this election year.

Staff and the airport curator have worked with the League to display a group of the contest posters during this year’s election season.

- The exhibit will be available from September 3 through the end of November 2024.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	8/31/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>ACTIVE FEDERALLY-FUNDED PROJECTS:</u>											
1	2022-01	79	18-22-C-00-MRY	\$11,209,740	\$10,515,600	\$134,109	\$10,649,709	99%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	The fire personnel moved into the new location on October 18, 2023. Hazardous abatement was completed on the southside location on October 27, 2023. Demolition began on November 28, 2023 after PG&E disconnected the utilities.	Project close out documents are being compiled.
2	2023-01	82	18-22-C-00-MRY	\$3,664,550	\$1,056,320	\$459,569	\$1,515,889	50%	SEP Phase D1 Terminal Design	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities.	The BIL entitlement grant was executed in August and it will fund 47% of the HOK design and 100% of KHA contract. An update on the Design Development was provided by HOK at the August Board meeting. HOK is working on bid documents that will be ready in November 2024.
3	2024-01	81	18-22-C-00-MRY	\$3,157,895	\$2,575,062	\$582,833	\$3,157,895	100%	SEP Phase D1 Terminal Design	The BIL ATP grant application was executed on September 13, 2023 which funds 53% of the HOK design services. HOK made a presentation to the BOD on 11/30/23 and a design concept was chosen.	With the submittal of the 50% construction drawings, the ATP funding requirements have been met and this grant will be closed out.
4	2023-02	83	TBD	\$2,170,000	\$0	\$98,709	\$98,709	5%	RUNWAY 28L-10R TREATMENT	Tartaglia Engineering completed the design documents, and bids were received on July 11, 2024.	A contract based on bids was approved at the August board meeting with award to Granite Rock Company.
5	2023-03	80-84	18-22-C-00-MRY	\$44,707,180	\$10,701,033	\$5,153,068	\$15,854,101	80%	SEP Phase B2 Commercial Apron Construction	A notice to proceed was executed on 11/30/2023 and GRV JV began mobilization.	Grading and soil removal of the southeast ramp area continues. Installation of the concrete batch plant is tentatively scheduled to begin to be erected in mid October 2024.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	8/31/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2025-01	86	18-22-C-00-MRY	\$18,469,730		\$0		0%	SEP Phase D3 Landside circulation and parking	A contract with OTTO Construction as the Construction Manager at-risk team was approved at the June 2024 board meeting.	The construction costs based on a Guaranteed Maximum Price that was provided by OTTO Construction was approved at the August board meeting.
7	2025-02	85	TBD	\$1,100,000		\$0		0%	Purchase Primary ARFF Vehicle	The BOD adopted Resolution 1881 authorizing a contract with Oshkosh Airport Products based on bids received for a replacement ARFF Vehicle.	The tentative delivery of the new vehicle is October 2025.
<u>OUTSIDE FUNDED PROJECTS:</u>											
8	2019-03	N/A	N/A	\$2,828,058	\$955,048	\$824,022	\$1,779,070	50%	WATER DISTRIBUTION SYSTEM	After CEQA MND Certification, the project bid notification was provided to contractors. A contract was approved at the October, 24, 2023 BOD meeting and the project began in mid June 2024	The contractor will begin to construct the connections in front of the terminal and through the rental car parking lot beginning in September. This phase of the work will be conducted during the evening hours with traffic control in place.
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
9	2025-06	N/A	N/A	\$290,000		\$52,290	\$52,290	0%	2801 PROPERTY REPAIRS		MESS completed the final phase of the asbestos abatement in August 2024.
10	2025-03	N/A	N/A	\$210,000		\$0		0%	EAST TSA ACCESS RD, SHORT TERM LOT IMPROVEMENTS		
11	2025-04	N/A	N/A	\$125,000		\$0		0%	AIRFIELD AND PROPERTY MAINTENANCE		

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	8/31/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
12	2025-05	N/A	N/A	\$1,000,000		\$0		0%	PLAN OF FINANCE TEAM FEES		



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

August 2024

TO: Michael La Pier, Executive Director
FROM: Commander Roger Guzman
DATE: September 3th, 2024
SUBJECT: Police Activity Report for AUGUST 2024

The following is a summary of significant activity in the Police Department in AUGUST, 2024:

Highlights

Del Rey Oaks Police Officers responded to approximately 22 **door and gate alarms** in AUGUST. Daily Sterile Area Sweeps conducted with TSA Personnel, no discrepancies observed. Daily testing of the Law Enforcement paging system conducted without error. DRO PD Officers conducted the Weekly Duress Alarm testing with TSA Personnel, all test alarms performing as required. Officers began assisting Airport Operations with the closing times for rental car counters.

Training

Officer Dowson provided updated training regarding MRY OPS. Meeting with Mark Curtis about upcoming Motorlux Event at Monterey Jet Center, Motorlux held on August 14th. Multiple outside agencies assisted with event.

Calls for Service

1. 08/01/2024 11:00 AM Ofcr J. Andoy
Main Terminal: East Elevator
First Alarm reported an alarm from the east elevator. Elevator was checked and it was clear of any occupants.
2. 08/01/2024 6:47 PM Ofcr Gomez
Main Terminal: TSA Check Point Surrendered Property
Passenger surrendered marijuana jar to TSA at check point. Booked into PD evidence room for destruction.
3. 08/01/2024 09:35 PM Ofcr Gomez
Long Term Parking: Citizen Assist
Vehicle's ticket was not reading at kiosk. Passenger was able to get assistance prior to PD arrival
4. 08/02/2024 10:03 AM Ofcr J Andoy
Long Term Parking: Unsecured Vehicle
Parking attendant found a silver Ford F-150 with the driver's door left open. The truck was checked and the vehicle did not appear to be rummaged through. It was likely left open by mistake. A note was left for the owner and the door was closed and locked.

5. 08/04/2024 1:02 AM Ofcr Tang
Main Terminal: Water Leak Reported
United Airlines employee reported water leak from the roof onto the ticketing counter. Maintenance was advised. Upstairs admin bathroom was clogged and over flowing.
6. 08/04/2024 1:48 AM Ofcr Tang
Main Terminal: Citizen Contact
Passengers contacted upon closing of terminal. Advised they were waiting a flight on Monday. Passengers were advised they could not stay in the terminal.
7. 08/05/2024 03:18 AM Ofcr Gomez
Lost and Found
Green colored Kate Spade wallet found by AA outside gate 2. Turned into lost/found
8. 08/05/2024 9:48 PM Ofcr Gomez
Main Terminal: Traffic Control
Traffic control outside of terminal. Las Vegas, Dallas and San Diego all landed at a similar time.
9. 08/07/2024 09:00 AM Ofcr Dowson
North Side Business: Parking Issue
CL Frost called to report a possible abandoned vehicle. Vehicle was legally parked and owned by an AOA tenant.
10. 08/07/2024 9:45 AM Ofcr Dowson
Main Terminal: Traffic Control
A large Flatbed "low-boy" semi-truck pulled in front of the terminal and could not proceed further. Traffic was stopped. The truck was backed out and continued onto Garden Road.
11. 08/07/2024 11:15 AM Ofcr Dowson
Motorlux: Monterey Jet Center
Meeting with MJC about event set up and security.
12. 08/09/2024 11:00 AM Ofcr Anderson
Main Terminal: Traffic Control
Patrolled curb, heavier traffic than normal.
13. 08/10/2024 11:55 PM Ofcr Moore
Main Terminal: Citizen Assist
Flight landed and passenger was assisted to the United Counter for further assistance.
14. 08/11/2024 12:10 AM Ofcr Moore
Commercial Ramp: FOD located
Small waste can found on service road between gates 2 and 3. Can contained black nitrile gloves. items collected and removed from road. Later disposed of.
15. 08/11/2024 5:25 AM Ofcr Moore
Main Terminal: Airline Issue
Passenger had a medical emergency on DFW flight. Passenger was transported by AMR to hospital.

16. 08/13/2024 4:30 PM Ofcr Bough
Main Terminal: Lost Property
Jaquelyn Wode reported she left her ear buds in a rental car she and her mother turned in. Hertz employees "knew nothing about them" even though Wode had her ear buds pinging right in the area of Hertz the entire time. Information report filed, no luck finding the ear buds. Hertz employees Alexander Fortun and Christopher Galera were very helpful and cooperative. Miguel Correa: not so much.
17. 08/14/2024 9:56 AM Ofcr J Andoy
Sky Park Dr: Parking Issue
Airport Ops advised of a vendor who was blocking the card reader at Gate V-7. The vendor was being a little disrespectful and PD was called. The vendor was admonished and later left without incident.
18. 08/14/2024 4:50 PM Ofcr J Andoy
Long Term Parking: Suspicious Vehicle
Parking attendant called regarding a red Tesla that was found unoccupied with the driver's door open. It appeared to be left open by mistake. Vehicle was secured.
19. 08/14/2024 5:10 PM Ofcr Dowson
Motorlux Event
Del Rey Oaks Police Department held law enforcement briefing with assisting agencies. SJPD TSA K-9s swept the event prior to opening. Event was held without any major issues.
20. 08/14/2024 6:34 PM Ofcr Tang
Vehicle Accident: Car vs Aircraft.
Vehicle backed in to a parked aircraft near gate V18. Documented under DROPD Case 24-220.
21. 08/16/2024 8:30 AM Ofcr J Andoy
Property Damage: Baggage Claim
Advised by Airport Ops that a UGE tug and cart damaged the roll up door frame at the checked baggage area. Damage was unreported and unknown which employee was responsible, but Lizette claimed UGE was at fault. Case report 24-225
22. 08/16/2024 10:02 AM Ofcr J Andoy
401 Sky Park Dr: Civil Standby
RP requested a standby while she removed items from a storage unit she was sharing. RP was running behind due to traffic and the other party could not wait any further. RP was advised to call back when she could coordinate a better date and time with the other party.
23. 08/16/2024 5:32 PM Ofcr J Andoy
Main Terminal: Intoxicated Passenger
Airport Ops was advised by Allegiant station manager of a passenger that was possibly too intoxicated to fly. PD was called to standby while the passenger was escorted off the plane. PD was canceled after Allegiant ground crew determined the passenger was fine. Minutes later, PD was called again because flight crew decided the passenger was unable to fly and he was causing a disturbance. PD arrived again to assist; however, the passenger left the airport before contact could be made. Allegiant ground crew said passenger was likely upset because he was told he was okay to fly, but then flight crew made the final determination that he was not okay to fly.

24. 08/16/2024 10:30 PM Ofcr Tang
Monterey Jet Center: Suspicious Person
Monterey Jet Center reported a plane landed on the north side of the airport after hours. Pilot explained he was an instructor and his student came in for a late flight. Pilot's plane required fuel, so pilot paid MJC for a call out and flew back to Sacramento.
25. 08/16/2024 11:21 PM Ofcr Tang
Sky Park Dr: Suspicious Vehicle
Uhaul left open and unattended on roadway near MJC. Responsible was called and moved the Uhaul. The Uhaul was cited for being parked in the roadway.
26. 08/18/2024 8:20 AM Ofcr Dowson
Main Terminal: Surrendered Property
2 rounds of ammunition were turned into PD by TSA from Passengers on the earlier flights.
27. 08/18/2024 11:15 AM Ofcr Dowson
Front Curb: Traffic Control
Semi-truck vehicle transport assisted in backing up from blocking the Short Term Parking Lot exit lane
28. 08/18/2024 11:50 AM Ofcr Dowson
Sky Park Dr: Traffic Control
4 Semi trucks (car transports) were located on Sky Park Dr, with the assistance of Airport Operations all trucks were relocated onto Garden Road.
29. 08/18/2024 6:50 PM Ofcr Gomez
Main Terminal: Surrendered Property
Single .44 caliber round were surrendered at the TSA checkpoint. Ammo collected and booked at DROPD
30. 08/19/2024 8:45 AM Ofcr Dowson
Fred Kane Dr: Traffic Control
Traffic Control on Olmsted Rd, Large truck backed out from Fred Kane Dr and onto Garden Rd
31. 08/19/2024 2:05 PM Ofcr Dowson
Main Terminal: Lost & Found
Assisted passenger with Lost & Found. Property returned, copy of CDL left on Badging Desk.
32. 08/19/2024 2:08 PM Ofcr Dowson
Main Terminal: East Elevator Alarm
Emergency Alarm activated in East Elevator. No one was located in the elevator and the elevator was operating properly.
33. 08/19/2024 4:05 PM Ofcr Dowson
North East Ramp: Citizen Assist
DMA tenant called to be let in V-22B to reach his aircraft. DMA sent an escort over and the tenant let into the gate under DMA escort

34. 08/19/2024 7:20 PM Ofcr Dowson
Main Terminal: Medical, passenger fell
A passenger fell in the Main Terminal while walking down a flight of stairs. The passenger misjudged the final step and fell injuring his right hand and arm. The passenger was transported to CHOMP via AMR. DRO FI 869
35. 08/20/2024 3:31 AM Ofcer Gomez
Airfield: Animal spotted
Single coyote seen running east across Bravo near 10R
36. 08/21/2024 4:18 AM Ofcr Gomez
Main Terminal: Trespassing
Subject was behaving erratic, harassing, following, asking airport employees for money and to pay for his airline flight. Subject did not have valid airline ticket and was escorted off the property. Subject was admonished not to return to airport property if he did not have any airport business. DRO case report: 24-234
37. 08/22/2024 8:30 AM Ofcr J Andoy
Main Terminal: Surrendered Property
One round of ammunition surrendered. Turned over to PD for destruction.
38. 08/22/2024 12:45 PM Ofcr J Andoy
Main Terminal: Lost SIDA Badge
Employee from MFD lost his SIDA badge. Badge was deactivated and he was later issued a new badge.
39. 08/23/2024 1:00 PM Ofcr J Andoy
Main Terminal: Surrendered Property
One round of ammunition surrendered. Turned over to PD for destruction.
40. 08/23/2024 6:27 PM Ofcr Tang
Main Terminal: Altercation on inbound flight
Individuals reported fighting on incoming Allegiant flight. Female half was cited for public intoxication and released to her husband.
41. 08/25/2024 7:10 AM Ofcr Dowson
Main Terminal: Suspicious Baggage
Unattended Bag Reported. The owner was located and admonished.
42. 08/25/2024 2:45 PM Ofcr Dowson
Monterey Jet Center Ramp: Aircraft vs Vehicle
Notified by Operations (Not Jet Center) of an aircraft vs fuel truck accident on the Jet Center Ramp. No fuel spillage and only damage to the aircraft. DRO PD CR 24-240
43. 08/26/2024 10:35 AM Ofcr Dowson
Main Terminal: Lost SIDA Badge
Employee SIDA badge reported. PD report taken. 24-242. EE name: Imanol Cruz Ogarrio. Lost badge deactivated.
44. 08/26/2024 8:24 PM Ofcr Gomez
Main Terminal: Strike Violation
American Airlines employee did not secure door after opening it. Door was left unattended. Employee was issued strike violation and American Airlines supervisor was notified. Yellow copy of strike violation was left on badging office desk

45. 08/26/2024 10:25 PM Ofcr Gomez
Main Terminal: Strike Violation
Allegiant Airlines employee did not secure door after opening it. Door was left unattended. Allegiant Airlines lead was notified. Employee left work prior to being given strike violation. Violation will be issued once employee returns to work
46. 08/27/2024 1:30 PM Ofcr K Andoy
Main Terminal: Strike Violation
Notified that Baggage Claim Pedestrian Door was left open. Confirmed that it was left open and was subsequently secured. Video review showed EE Joseph Aten left the door unsecured. Joseph was issued a Strike Violation.
47. 08/27/2024 4:00 PM Ofcr K Andoy
Main Terminal: Surrendered Property
PD was contacted by TSA for ammo collection. Ammo was collected and stored at the PD evidence locker room.
48. 08/28/2024 4:30 AM Ofcr Gomez
Main Terminal: Welfare Check
TSA requested a welfare check on a LAX TSA employee who was stranded at MRY airport after having vehicle troubles. LAX TSA employee was fine and waiting for Nissan dealership to open an assess her vehicle. DRO FI

END OF REPORT.