REGULAR MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS

May 19, 2021 - 9:00 AM

Monterey Regional Airport
200 Fred Kane Drive, Suite 200

SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the directives contained in the Governor's Declarations of Emergency for the State of California (Executive Orders N-25-20 and N-29-20), and the Governor's and County Public Health Officer's recent order related to public assemblies, the Board of Directors of the Monterey Peninsula Airport District is required to limit in-person attendance at the upcoming Board meeting. Members of the public may utilize alternative measures established by the Monterey Peninsula Airport District to listen to Board meeting and/or to communicate your opinions to the Board Members.

To participate in the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **831 5980 6844**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments must be received by 8:00 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. The written comments will be read aloud into the record by District Counsel.

2. During the Meeting via Oral Comments: 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.

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 April 21, 2021

Approve 2. Minutes of the Committee Meeting of the Budget and Finance Committee of May 11, 2021

Approve 3. Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of May 12, 2021

Approve 4. Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of May 13, 2021

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

Presentation 1. Overview of Pro-Tec Fire Services

Approve 2. Third Amendment to the Parking Operations Agreement for Operation at the Monterey Regional Airport

Presentation 3. CALPERS Unfunded Accrued Liability

Adopt 4. Resolution No. 1800, A Resolution of the Monterey Peninsula Airport District Amending Resolution Nos. 1774, 1775 and 1793 Related to CARES and CRRSA Act Relief for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants

Discussion 5. Renaming Protocols

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

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

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

a. Standing Committees:

Discussions limited to 3 minutes on matters not covered in committee minutes.

i.	Budget and Finance	Directors Leffel & Sawhney
ii.	Air Service, Marketing, Community Relations	Directors Cursio & Sabo
iii.	Airport Property Development and Leases	Directors Cursio & Miller

b. Ad-Hoc Committees:

Discussions limited to 3 minutes.

i.	Local Jurisdiction Liaison	Directors Leffel & Miller

c. Liaison/Representatives:

Discussions limited to 3 minutes.

i.	Local Agency Formation Commission	Director Leffel	Alt: Sawhney
ii.	Regional Taxi Authority	Director Leffel	Alt: Sawhney

iii.	Transportation Agency for Monterey County	Director Sabo	Alt: Cursio
iv.	Special Districts Association Liaison	Director Miller	Alt: Leffel
v.	Association of Monterey Bay Area Governments	E.D. La Pier	Alt: Sabo

I. CLOSED SESSION

1. **EXISTING LITIGATION** [Government Code section 54956.9(a)]. The Board will meet with the Executive Director and District Counsel to discuss existing litigation: City of Monterey v. Monterey Peninsula Airport District, et al., Monterey County Superior Court, Case No. 20CV002445.

J. RECONVENE TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

L. DISCUSSION OF FUTURE AGENDAS

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

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

April 21, 2021 - 9:00 AM

SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the directives contained in the Governor's Declarations of Emergency for the State of California (Executive Orders N-25-20 and N-29-20), and the Governor's and County Public Health Officer's recent order related to public assemblies, the Board of Directors of the Monterey Peninsula Airport District is required to limit in-person attendance at the upcoming Board meeting. Members of the public may utilize alternative measures established by the Monterey Peninsula Airport District to listen to Board meeting and/or to communicate your opinions to the Board Members.

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A. CALL TO ORDER/ROLL CALL

Chair Cursio called to order the Regular Meeting of the Board of Directors at 9:01 AM. Directors Leffel, Miller, Sabo and Sawhney were present. The following District Officers were present: Executive Director La Pier, District Counsel Huber, Acting District Secretary Auker, Deputy Executive Director Bergholz and Deputy Director Morello.

B. PLEDGE OF ALLEGIANCE

Chair Cursio requested a moment of silence in observance of the lives lost during the COVID-19 pandemic, in lieu of the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Sabo stated that the hours for the Air Traffic Control Tower are back to being open until 9:00 PM.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

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 March 17, 2021

Approve 2. Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of April 7, 2021

Approve 3. Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of April 8, 2021

Approve 4. Minutes of the Committee Meeting of the Budget and Finance Committee of April 13, 2021

Director Sabo requested to pull Consent Agenda Item E.2.

Director Leffel moved to approve Items E.1, E.3 and E.4. Director Miller seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

Director Sabo requested that the following amendments be made to the Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of April 7, 2021:

- *For Item D.3, paragraph three, he asked to replace monthly with quarterly and add "similar to Santa Rosa".*
- *For Item D.4, he requested to add "Director Sabo inquired if user comments were being received and recorded by telephone and documented. La Pier indicated that user comments or complaints were never received by phone."*

Director Leffel moved to approve Item E.2, with Director Sabo's amendments. Director Miller seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

G. REGULAR AGENDA - ACTION ITEMS

Approve 1. Amendment to Lease with Rio Restaurants Corporation (Tarpy's) to Establish Rent for Option Period

Executive Director La Pier presented Item G.1. He gave an overview of the current lease along with the prior amendment to the lease, which was approved in May 2015. He also noted that the corporate entity "Rio Restaurants Corporation" was sold by the prior owner to Ken Donkersloot in July 2020. He added that pursuant to a term in the lease, the owner of Tarpy's requested a meeting with Airport officials to establish the rate for the upcoming option period and the parties had tentatively agreed, subject to Board approval, to a 2% adjustment in rent for the first year of the option period, with a CPI adjustment for years two through five of the first option. He noted that the owner has also agreed to a minimum of $100,000 in infrastructure improvements, if the amendment is approved.

Director Miller stated that proposed Lease Amendment and the proposed improvements was reviewed extensively by Lease Committee and they recommend approval by the Board.

The Board discussed Item G.1.

No public comments.

Director Leffel stated that the owner is also referenced as doing business as "Coastal Roots Hospitality" and she recommended that District Counsel Huber amend the Lease Amendment to include that. She

also requested that he add a note about the $100,000 in improvements that have been agreed to. She requested that those changes be made, and Item G.1 be brought back to the Board after Closed Session.

Chair Cursio agreed and asked District Counsel Huber to make the recommended changes to the Lease Amendment. He tabled Item G.1 until after Closed Session.

Approve 2. Landrum and Brown Rates and Charges Analysis and Airline Lease Agreement

Executive Director La Pier presented Item G.2. He stated that the completion of an in-depth analysis of the current rates and charges model and an evaluation and modification of the current Airline Lease Agreement came out of discussion regarding the financial analysis of the Safety Enhancement Program at the February 25, 2021 Special Meeting. He added that two consultants were interviewed regarding completion of the analysis and the firm Landrum and Brown was chosen based on their experience with similar projects.

Director Miller stated that the proposed Agreement was reviewed extensively by Lease Committee and they recommend approval by the Board.

Director Leffel stated that neither the proposed agreement nor the previous Lease Amendment was presented to Finance Committee.

The Board discussed Item G.2.

No public comments.

Director Sabo moved to approve the Landrum and Brown Agreement. Director Miller seconded the motion.

Director Leffel stated that she is not opposed to the study, but she is opposed to the timing. She noted that she would prefer to put this work in the next fiscal year, to get through the summer and to see how the community progresses.

Director Miller asked if Executive Director La Pier thought it would be best to go back to the consultants and ask them about timing. Executive Director responded that he could, but his goal was to complete the study now, while there was more time to get the work done in a more relaxed manner.

Director Sabo reiterated his favor of completing the study now, so the information would be available sooner, and for the changes to be implemented at a later time.

The motion passed by a roll call vote of 3-2. Directors Leffel and Sawhney voted no.

Adopt 3. Resolution No. 1798, A Resolution Approving a Professional Service Agreement with C&S Engineers Inc. for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase A1 Commercial Apron Design

Deputy Director Morello presented Item G.3. She gave background information on the Item, stating that on November 26, 2018, the Board adopted Resolution No. 1730, certifying the Final Environmental Impact Report and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project. She added that the Board also adopted Resolution No. 1792, approving the FY 2021 Airport Capital Improvement Plan that included the Airfield Safety Enhancement Program (SEP) for Taxiway "A" Relocation and Resolution No. 1796, approving the FY 2021 Capital Improvement Budget Amendment,

which included the Safety Enhancement Program (SEP) For Taxiway A Relocation – Phase A1 Commercial Apron Design.

Deputy Director Morello stated that Airport Staff solicited for Statements of Qualifications from qualified firms and staff reviewed and ranked the five submitting firms. She noted that based upon review of the experience and qualification data received, C&S Engineers Inc. was determined to be the most qualified engineering firm.

Director Leffel stated that the proposed Resolution No. 1798 was reviewed extensively by Finance Committee and they recommend approval by the Board.

The Board discussed Item G.3.

No public comments.

Director Leffel moved to adopt Resolution No. 1798. Director Sabo seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1798

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH C&S ENGINEERS INC. FOR THE SAFETY ENHANCEMENT PROGRAM (SEP) FOR TAXIWAY A RELOCATION – PHASE A1 COMMERCIAL APRON DESIGN

WHEREAS, On November 26, 2018 the Board of Directors 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; and

WHEREAS, the work and services to be performed by C&S Engineers Inc. under the proposed Agreement is consistent with, and covered by, the Final EIR for the Airport Master Plan Project; and

WHEREAS, On January 20, 2021 the Board of Directors MPAD adopted Resolution No. 1792, a Resolution Approving the FY 2021 Airport Capital Improvement Plan (ACIP) that included the Airfield Safety Enhancement Program (SEP) for Taxiway "A" Relocation as evaluated in the National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) dated June 8, 2020; and

WHEREAS, the Board of Directors of the Monterey Peninsula Airport District (MPAD) adopted Resolution No. 1796, approving the FY 2021 Capital Improvement Budget Amendment on March 17, 2021, which included the Safety Enhancement Program (SEP) For Taxiway A Relocation – Phase A1 Commercial Apron Design; and

WHEREAS, based on the approved FY2021 ACIP, the Federal Aviation Administration (FAA) has indicated a willingness to fund a FY21 Commercial Apron Design grant under the Airport Improvement Program (AIP); and

WHEREAS, the FAA San Francisco Airport District Office has concurred with the Scope of Work and Record of Negotiation.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of C&S Engineers Inc. to complete the Commercial Apron Design for a contract total amount not-to-exceed $2,717,286.00 for the Monterey Regional Airport, and authorize the Executive Director, or his designee, to execute said contract.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of April 2021 by the following roll call vote:

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

Approve 4. Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase A1 Commercial Apron Design

Deputy Director Morello presented Item G.4, stating that the Item pertained to the same project as Item G.3. She added that the project management services from Kimley-Horn and Associates, Inc. would supplement Airport staff for the project. She gave an overview of the amendment to the Professional Services Agreement.

Director Leffel stated that the proposed Amendment was reviewed extensively by Lease Committee and they recommend approval by the Board.

The Board discussed Item G.4.

No public comments.

Director Sabo moved to approve the Amendment to the Professional Services Agreement with Kimley-Horn and Associates. Director Leffel seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

Adopt 5. Resolution No. 1799, A Resolution Authorizing the Service Agreement between the Monterey Peninsula Airport District and GGG Demolition, Inc.

Executive Director La Pier presented Item G.5, stating that the proposed Resolution No. 1799 was the beginning of the process to demolish Building 505 on the North Side of the Airport.

Deputy Director Morello discussed the hazardous materials that exist in the building and explained the process that staff used to procure a contractor to do the work.

Director Leffel stated that the proposed Resolution No. 1799 was reviewed extensively by Finance Committee and they recommend approval by the Board.

The Board discussed Item G.5.

<u>Public Comment:</u> Jean Rasch, member of the public, thanked the Board, especially Director Sabo for their thoughtful comments to reassure that the terms of the proposal regarding the traffic route for trucks to access the site will be added to the final agreement.

Director Leffel moved to adopt Resolution No. 1799. Director Sawhney seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1799

A RESOLUTION AUTHORIZING AND APPROVING THE SERVICE AGREEMENT BETWEEN THE MONTEREY PENINSULA AIRPORT DISRTICT AND GGG DEMOLITION, INC.

WHEREAS, the Monterey Peninsula Airport District (MPAD) owns and operates the Monterey Regional Airport; and

WHEREAS, building 505 Airport Way was constructed for use as part of the US Naval Auxiliary Air Station Monterey; and

WHEREAS, building 505 Airport Way is known to contain Hazardous Materials; and

WHEREAS, the removal of hazardous materials must be performed by a contractor certified by the California Contractors' State License Board to conduct asbestos-related work and registered with the California Division of Occupational Safety and Health (DOSH) to perform abatement-related work; and

WHEREAS, contractors must be compliant with the requirements of the California Occupational Safety and Health (Cal/OSHA) for Asbestos (Title 8 CCR 1529) and Lead (Title 8 CCR 1532.1) during construction activities; and

WHEREAS, other State and Federal regulation and policy requirements must be met when dealing with the handling and disposal of hazardous materials.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm GGG Demolition, Inc. for a total amount not-to-exceed $119,200.00 and the Executive Director of the District, or his designee, is authorized and directed, for and on behalf of the District, to execute and all documents necessary to comply with all regulations and controls for proper abatement of Building 505 Airport Way, including agreements and any amendments thereto. Such agreements and amendments executed by the Executive Director are hereby approved, as though set forth in full.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 21st day of April 2021 by the following roll call vote:

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

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

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

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

a. Standing Committees:

Discussions limited to 3 minutes on matters not covered in committee minutes.

i.	Budget and Finance	Directors Leffel & Sawhney
ii.	Air Service, Marketing, Community Relations	Directors Cursio & Sabo
iii.	Airport Property Development and Leases	Directors Cursio & Miller

b. Ad-Hoc Committees:

Discussions limited to 3 minutes.

i.	Local Jurisdiction Liaison	Directors Leffel & Miller

c. Liaison/Representatives:

Discussions limited to 3 minutes.

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

A break was taken from 11:22 AM until 11:27 AM.

I. CLOSED SESSION

The Board entered into Closed Session at 11:27 AM.

1. **EXISTING LITIGATION** [Government Code section 54956.9(a)]. The Board will meet with the Executive Director and District Counsel to discuss existing litigation: City of Monterey v. Monterey Peninsula Airport District, et al., Monterey County Superior Court, Case No. 20CV002445.

2. **LABOR NEGOTIATIONS** [Government Code section 54957.6]. The Board will meet with the Executive Director and District Counsel to discuss labor negotiations for the following groups: All Represented and Unrepresented Employees.

J. RECONVENE TO OPEN SESSION

The Board returned to Open Session at 12:45 PM.

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

Chair Cursio reintroduced tabled Item G.1, stating that District Counsel Huber had sent out the revised Second Amendment to the Land Lease Agreement.

District Counsel Huber shared his screen, showing the changes/additions that were made to the document.

Director Leffel moved to approve the revised Second Amendment to the Land Lease Agreement. Director Sabo seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

L. DISCUSSION OF FUTURE AGENDAS

- *Presentation on Unfunded Accrued Liability*
- *Carmel Proposal for Airport Name Change*

Director Sabo stated that the department reports had disappeared from the agenda. Chair Cursio and Director Leffel clarified that they are still on the agenda, under Item H. Director Sabo stated that he had a few questions about the April department reports and Chair Cursio allowed Director Sabo to ask his questions at that time.

M. ADJOURNMENT

The meeting adjourned at 1:03 PM.

Minutes Approved at the
Meeting of May 19, 2021

Gary Cursio, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

May 11, 2021 - 10:00 AM

SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

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Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board.

A. CALL TO ORDER

Finance Committee Meeting of the Board of Directors was called to order at 10:00 AM. Director Leffel and Director Sawhney, Executive Director La Pier, Deputy Director of Strategy and Development Morello and Deputy Executive Director of Finance and Administration Bergholz were present.

The following documents were presented to the Budget and Finance Committee members:

- *Resolution No. 1800, A Resolution of the Monterey Peninsula Airport District Amending Resolution Nos. 1774, 1775 and 1793 Related to CARES and CRRSA Act Relief for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants*
- *Fiscal Year 2022 Draft Budget*
- *March FYTD 2021 Financial Statements*
- *March Variance Analysis - MTD and YTD*
- *March Accounts Receivable Aged Invoice Report*

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None. No members of the public were in attendance.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. Parking Concessions

The Executive Director shared information regarding a potential extension of the parking concession contract (contract) with Reef/Republic Parking (Reef). Reef requested a five year extension of the parking contract with options to change the concession percentage structure, an offer to upgrade equipment and/or modifying the contract to a concession management agreement. Executive Director discussed extending the contract for 3 years to sync terms outlined in the 2014 amendment to the contract. The committee discussed the contract options and agreed with the proposed 3 year extension.

Review 2. Resolution No. 1800, A Resolution of the Monterey Peninsula Airport District Amending Resolution Nos. 1774, 1775 and 1793 Related to CARES and CRRSA Act Relief for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants

Tenant rent and concession abatements are scheduled to expire on May 31, 2021. Current commercial and general aviation activities have recovered to at least 50% of the pre pandemic business levels. The terminal restaurant and gift shop recoveries continue to lag and as of March 31, 2021 both concessions were minimally meeting or slightly exceeding their minimum monthly/annual guarantees. The Executive Director recommends continuing the concession abatements for the restaurant and gift shop until July 31, 2021. The committee agreed with the recommendation and support the resolution.

Review 3. Fiscal Year 2022 Draft Budget

Staff presented the FY 2022 draft Operating and Capital budgets to the committee. The committee provided feedback on the Operating and Capital budgets, and discussed the assumptions used and proposed staffing changes. The Executive Director indicated the full budget with any additional modifications will return to the Finance Committee at the June Committee meeting prior to presentation to the full Board.

Review 4. FYTD 2021 Financial Statements

The COVID-19 health emergency impact on Airport's operations and tenants has started to subside. March commercial airline enplanements increased at 85.0% month over month, general aviation landings are about 162% of prior years landings and travel related concessions are improving.

The Airport continues to monitor updates on the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSA) and the America Recovery and Reinvestment Act (ARRA). The Airport recently received guidance on the CRRSA grant (AIP 75) for reimbursement of $50K in lost concession revenues. The Airport will analyze the requirements for AIP 75 and determine next steps.

The Airport filed a $208.9K CRRSA Act reimbursement request for March in late April. The Airport practice is to only draw funds when cash outflows exceed cash inflows from operations, district capital improvements and debt services. The CRRSA Act reimbursement requests submitted FYTD are $502.6K and the balance of AIP 74 and 75 is $1.62M. Total CARES Act reimbursement requests submitted FYTD are $3.78M and the balance available is $8.88M.

SUMMARY. March 2021 combined Airport operating revenues are $575.6K which is $59.4K (11.5%) higher than budget ($516.2K). The revenue variance resulted from a mix of Commercial, General Aviation and Terminal Concession revenues. Most of the businesses operating in the Non-Aviation and Other Operating continue to operate within normal budgeted revenues.

The revenue variance came from the following:

- *Commercial Aviation (CA) fees in March are over budget ($61.3K actual vs $56.9K budget) by $4.3K or 7.62%. The favorable variance came from better-than-expected RON and Fuel Flowage fees. Aircraft landing volumes (271) are under budget (296) by 25 landings. Most of the landing volume variance came from United and Alaska's SAN flight. In March, commercial airlines revenue generating enplanements increased from 5,052 in February to 9,345 passengers. Flight cancellations in March total 4 and include Alaska (0), Allegiant (0), American (1) and United (3).*

- *General Aviation (GA) operating revenues for March ($130.9K) are $9.4K or 7.7% higher than budget ($121.5K).*

- *In March combined TCP permits, Taxi Permits/Trips, TNC Trips, Terminal Concessions, Rental Car and Parking Concessions (Concessions) revenues ($117.8K) are $40.4K or 5.2% higher than budget ($77.4K). Most of the variance came from higher Terminal Concession from TNC Trip fees ($$2.8K), Rental Car Commissions ($21.9K) and Parking Concession ($18.4K).*

- *March Non-Aviation Tenant revenues ($182.5K) are over budget ($175.5) by $6.9K or 4.0%. Most of the variance came from higher MHSS rental fees ($4.2K), higher RV storage fee ($1.9K) and other small differences.*

- *March Other Operating Revenues ($17.1K) are higher than budget ($15.6K) by $1.5K or 10.0%. The favorable variance resulted from Parking and Security Badge renewals ($4.0) that was offset by lower Utilities Charges ($1.6) other small variances ($925).*

March operating expenses ($655.1K) are under budget ($672.9K) by $17.8K or 2.6%. The expense variance came from the following:

- *Salary & Wages and Employer Payroll Tax (Wages) Expenses ($159.3K) for March are lower than budget ($161.4K) $3.0K or 1.4%. The lower Wages expense came from higher capitalized labor for AIP 73/Project 2020-12 (Northside GA Apron) ($3.5K) that was offset by other small variances.*

- *Employer Benefit Expenses ($111.7K) for March are lower than budget ($115.4K) by $3.7K or 3.2%. Most of the variance is the result of lower CalPERS healthcare expenses ($3.5K) for a new employee's family health insurance that was delayed. The employee's application was submitted late and missed the March processing cycle. This variance will reverse in April when CalPERS processes the application and bills for March and April.*

- *Personnel Related Expenses ($1.1K) for March are under budget ($5.1K) by $4.0K or 77.8%. The favorable variance comes from lower Dues, Conferences and Travel related expenses in all departments.*

- *Business Related Expenses ($33.1K) for March are over budget ($24.8K) $8.3K or 33.5%. The unfavorable variance comes from AT&T Centrex telephone charges.*

- *Expendable/Consumable Supplies & Materials expenses ($5.2K) for March are under budget ($12.6K) by $7.4K or 58.9%.*

- *Repair & Maintenance expenses ($37.7K) for March are under budget ($45.6K) by $7.9K or 17.2%. This favorable expense variance resulted from lower Airfield Repair & Maintenance ($19.8K), higher Terminal Space Repairs ($26.5K), lower Rental Space Repairs and Maintenance ($2.8K), lower Landscape & Grounds Repair & Maintenance ($5.1K), lower General Repairs & Maintenance ($1.4K) and lower District Vehicle Repair & Maintenance ($5.2K).*

- *Outside Services expenses ($217.7K) for March are materially on budget ($218.1K).*

- *Professional Service expenses ($37.9K) for March are over budget ($27.4K) by $10.5K or 38.5%. The unfavorable variance comes from: higher Architect & Engineer fees ($3.3K), higher Other Legal Fees from the CEQA Amendment lawsuit ($13.8K), lower Administration and Finance ERP software support fees, lower Computer / LAN & IT expenses ($4.6K) and lower Human Resources expenses ($1.6K).*

- *Marketing related expenses ($14.8K) for March are under budget ($27.3K) by $12.5K or 45.6%. Most of the variance resulted from lower Public Relations expenses ($1.0K) and Air Service Development expenses ($12.5) that was offset by slightly higher Marketing expenses ($1.1K).*

- *Combined Utilities expenses for March ($32.3K) are over budget ($30.8K) by 1.4K or 4.6%. The unfavorable variance comes from lower electricity expenses from including the 2801 properties in the Airport solar array program ($3.0K) that was offset by higher natural gas expenses for heating the terminal ($2.3K) and Sewage / Wastewater charges ($2.1).*

The Airport's slightly higher revenues and lower operating expenses in March resulted in an operating loss of $79.5K which is $83.5K lower than the budgeted loss of $156.7K. FYTD the operating loss is $1.66M which is $277.8K lower than the budgeted loss of $1.94M.

Review 5. Variance Analysis - MTD and YTD

Revenues:

Commercial Landing Fees
RON Fees
Commercial Fuel Flowage Fees
General Aviation Landing Fee
Terminal Concessions
TNC Permits & Trip Fees
Rental Car Concessions
Parking Concession
Self-Storage Concession
Tenant Employee Parking, Decals & Badges

Expenses:

Finance & Administration:

Telephone
Other Legal Services
Air Service Development

Planning & Development:

Salary & Wage Reimbursement
Architect & Engineer
Computer / LAN & IT

Maintenance & Custodial Services:

CalPERS Health Insurance
Custodial Supplies & Materials
Airfield Repair & Maintenance
Terminal Repair & Maintenance

Airport Operations:

Computer / LAN & IT

Police Department:

None

ARFF / Fire Services:

District Vehicle Repair & Maintenance

Board of Directors:

None

Office Rental Property:

Rental Space Repair & Maintenance
Other / Contract Services
Utilities – Electricity

Other Income and Expense:

Grants - FAA
Grants - FAA CARES ACT
Passenger Facility Charges

There were no additional variances on revenues or expenses presented.

Review 6. Accounts Receivable Aged Invoice Report

The accounts receivable balance on March 31, 2021 is $320K. This balance is $92.1K or 40.4% higher than the February 28, 2021 balance of $228K and 6.2% lower than the $341K balance on March 31, 2020. The net accounts receivable balance over 60 days old on March 31, 2021 is a credit of $6.8K. As of April 23, 2021, the over 60 days balance is a credit of $1.0K and the accounts receivable balance is $50.5K.

The following customer accounts were presented for review: American Airlines, Avis, Budget, Hertz, Holk and Swift Air.

E. ADJOURNMENT

The meeting adjourned at 1:50 PM.

Minutes Approved at the
Meeting of May 19, 2021

Gary Cursio, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

May 12, 2021 - 10:00 AM

SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the directives contained in the Governor's Declarations of Emergency for the State of California (Executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Board of Directors of the Monterey Peninsula Airport District is required to limit in-person attendance at the upcoming Board Committee meeting. Members of the public may utilize alternative measures established by the Monterey Peninsula Airport District to listen to Board meeting and/or to communicate your opinions to the Board Members. To participate in the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **893 7981 5476**. The password for this meeting is: **20210512**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board.

A. CALL TO ORDER

The meeting was called to order at 10:01 AM. Director Sabo, Director Cursio and Executive Director La Pier were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. Air Carrier and Charter Service Update

Executive Director La Pier reported on the KRML visit to Seattle along with Alaska Airlines. The visit took place May 3 through 6, 2021 and included a live remote radio broadcast by KRML. La Pier reported that the effort attracted over 4,000 social media contacts directly through various social media platforms in addition to a good radio audience. Director Sabo asked about the social media content that was generated around the event. La Pier reported that much of what was generated was through the KRML Facebook and Instagram pages as well as the repost traffic from the airport, MCVGA and Alaska Airlines. The content that was uploaded included tours of Pikes Market, the Space Needle, an aerial sightseeing flight that covered that entire downtown area as well as great content from the Washington Wine region near Seattle.

La Pier reported that Alaska was a full partner in this effort and one of their marketing and media personnel were in attendance throughout the entire visit and helped host the live radio broadcast.

Director Sabo asked about cross-promotional opportunities designed to bring representation from Seattle to Monterey. La Pier responded that talks are underway to bring a Seattle based radio station to Monterey to do a live remote similar to what KRML had done. He also indicated that Monterey County Vintners and Growers Association, who was represented on the Seattle trip, is working with the Washington State Wine Association to bring Washington wine industry representation to the Monterey

region on a marketing effort. Director Cursio asked about how the local wine industry would feel about a new wine region introducing product in the region. La Pier indicated the idea was the product of the MCVGA Executive Director and as a result he felt the visit would be very well received.

La Pier reported that Alaska Airlines corporate officials were aware of the broadcast and the marketing effort behind it and have asked if KRML and the airport would be willing to partner to do something similar in another market in the future.

Executive Director La Pier then discussed the most recent passenger enplanement data with the committee. Director Sabo noted that passenger numbers had increased significantly and commented that the April passenger numbers represented a 64% load factor airport wide. La Pier commented that traffic in May does not seem to be slowing down and it looks like May could be another good month toward recovery.

Review 2. Air Carrier Service Development Update

Executive Director La Pier reminded the committee about the new service announcement by JSX that occurred May 4, 2021. The new service will begin on June 11, 2021 with non-stop flights to Burbank and Orange County Thursday through Monday.

Director Sabo asked whether we had been in contact with Avelo Airlines regarding new service. He noted that the new carrier had recently started non-stop service from Sonoma County Airport to Burbank and was getting a good deal of media attention. La Pier responded that our air service consultant was working on a presentation and we anticipate being invited to a meeting with Avelo representatives hopefully in a month or so.

La Pier then described for the committee the recent activities of Avelo on the East Coast including an investment in the Tweed-New Haven Airport which is intended to make that airport a focus point for the carrier on the east coast. Some discussion occurred around the service and pricing offered by Avelo and the similarities between the new carrier and Allegiant. La Pier indicated that the CEO of Avelo was formerly in the leadership team at Allegiant and it seems as though he is intent on introducing a similar but modified product as he rolls out Avelo.

Review 3. Local Marketing and Outreach Update

Executive Director La Pier shared with the Committee the latest JSX television spot that has begun to appear on local television stations. Director Cursio mentioned he had seen the spot the evening prior on local news and commented that he thought the spot was very well done. La Pier also shared with the committee that print ads in the Pine Cone, the Herald and the Weekly promoting the live KRML remote and an associated ticket giveaway by Alaska Airlines had appeared immediately prior to the Seattle visit. The idea behind the print ads was to promote the ticket giveaway, the new Seattle service and the Monterey Regional Airport.

La Pier also reported that he had completed a presentation to the City Council of Seaside, the New Carmel Rotary Club and the City Council of King City in the last two weeks. He also reported that he would be presenting to the Monterey County Board of Supervisors next week. Director Cursio asked where on the agenda the Board of Supervisors presentation was scheduled. La Pier indicated he had not seen the agenda as yet but felt it would probably be under public comment on non-agenda items.

Director Sabo asked about the reception received from the City Councils. La Pier responded that the reception at both City Council meetings was gracious and welcoming.

Discussion 4. Passenger Comments, Services and Amenities Update

The passenger comment card report was reviewed. It was noted that only one comment was received, and it was a positive comment from someone in Youngstown, Ohio.

La Pier then provided the committee with a brief update on services available from the concession operators at the airport. La Pier reported that the services at the restaurant and gift shop were performing well and the restaurant seemed to be doing an increasing amount of business. Director Sabo asked about the car rental operators and their response to the withdrawal of rent abatements as the result of non-compliance with the terms of their concession agreements. La Pier reported that very little had changed since the demand letter was sent out and that only one operator responded to date. Enterprise had met with La Pier and suggested they were having a difficult time finding employees. Director Cursio indicated that problem was being faced by most businesses in the hospitality industry. Director Sabo acknowledged that similar problems were being experienced at other airports. He suggested that improvements be made to the airport website to help inform passengers of the current situation and the limited operating hours of the car rental operators.

Discussion 5. Community Noise Concerns Update

The Community Noise Concerns Update report was reviewed. It was noted that of the 10 complaints, 8 were filed by one person that reportedly lives in Pasadera. Director Sabo said the individual actually does not live in Pasadera, but lives nearby. Sabo reported that he believed the local tower was doing a good job advertising the Charted Visual Approach as agreed to but continued to express concern regarding compliance by NorCal Tracon.

Sabo also expressed his continued concern that general aviation visitors to the airport from Watsonville, Reid-Hillview and other outlying airports were a part of the problem with touch and go traffic and suggested increasing communication with those airports to better inform their pilots about noise sensitive areas around Monterey and the voluntary noise program.

Discussion 6. Renaming Protocols

Director Cursio asked Executive Director La Pier to review analytics reports from the airport website and social media platforms as well as the Zip Code Analysis completed by our air service consultant. La Pier reviewed and explained the data and the purpose behind sharing it with the committee. He indicated that the data was requested by Director Cursio and was intended to inform the discussion regarding the idea of renaming the airport. Director Sabo expressed his disappointment that the information did not have a conclusion. La Pier reported that the consultant was not asked to draw a conclusion, only to provide raw data for discussion.

Director Cursio asked Director Sabo about his feelings regarding the renaming proposal. Director Sabo replied that he was supportive of the request and felt it was a good way to communicate to markets outside Monterey that this airport is the airport of choice for those looking to visit Carmel. Director Cursio indicated he felt strongly that following through with the proposed renaming would cause concerns in the larger community and would likely not accomplish bringing more customers to Carmel. Director Sabo stated his goal in considering this request was to establish Monterey Regional Airport and the airport that serves Carmel best and to do so to travelers from outside the region. There was general agreement that there is a need to communicate that message outside the region to the flying public.

Director Cursio indicated he felt strongly that the branding and marketing effort that was underway would have to be redone to accommodate a new name and he felt that the current branding was effective and successful. Director Sabo indicated that the MRY brand would not change, only the name.

Executive Director La Pier indicated his recommendation, if asked, would be to work with Visit Carmel and the Carmel community to influence all airlines serving Monterey Regional to promote Carmel-Monterey on their booking engines as American Airlines and now JSX do. He would further recommend partnering with Visit Carmel in a larger social media marketing effort they have proposed that would reach to markets outside California and some of the non-stop markets currently served from Monterey to help promote the connection between the airport and Carmel and the ease of access from MRY to the community.

It was agreed that no recommendation could be made from the committee to the full Board but it was felt that a good, collegial discussion needed to be had at the Board level.

E. ADJOURNMENT

The meeting adjourned at 11:53 AM.

Minutes Approved at the
Meeting of May 19, 2021

Gary Cursio, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

May 13, 2021 - 10:00 AM

SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the directives contained in the Governor's Declarations of Emergency for the State of California (Executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Board of Directors of the Monterey Peninsula Airport District is required to limit in-person attendance at the upcoming Board Committee meeting. Members of the public may utilize alternative measures established by the Monterey Peninsula Airport District to listen to Board meeting and/or to communicate your opinions to the Board Members. To participate in the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **872 8908 3105**. The password for this meeting is: **20210513**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board.

A. CALL TO ORDER

The meeting was called to order at 10:03 AM. Director Cursio, Director Miller and Executive Director La Pier were in attendance.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. Leasing Activity Review

Executive Director La Pier introduced the staff recommendation for the Tenant Rent Abatement Program. The current program is set to expire on May 31, 2021. La Pier indicated that the original abatement program carried a provision that the program would continue until a set date or when passenger traffic recovered to 50% of pre-pandemic levels. He indicated that the March traffic level reached 48% and May traffic topped 64% when compared to 2019. Based upon that, the recommendation is to eliminate the abatement program effective May 31, 2021 for all tenants except Woody's at the Airport and Gifts and More. La Pier explained that it appears Gifts and More continues to struggle and is only now starting to reach their minimums. Woody's is showing significant improvement in business but being a start-up business operating under restrictions that still exist Statewide regarding capacity, staff is recommending continuation of the abatement program for those two tenants through the end of July 2021.

Director Cursio commented that the hospitality industry continues to struggle for a number of reasons, and he felt it would be appropriate to continue to assist these two tenants for a while longer until the recovery gets stronger and restrictions are eased.

Director Miller asked questions regarding the current level of abatement offered to tenant groups. He also asked about the abatement elimination for the car rental operators. La Pier responded by sharing

the current status of the abatement program with the Committee and providing an update on the car rental operators.

After discussion, the Committee agreed to recommend the elimination of the abatement program for all tenants with the exception of Woody's and Gifts and More, whose rent will continue to be abated until July 31, 2021.

Discussion 2. Parking Concessions

Executive Director La Pier shared with the committee a staff report prepared for the full Board related to the modification and extension of the Concession Agreement with REEF Parking. He indicated the staff report recommends extending the agreement for a three (3) year period with modifications proposed by REEF Parking. The modifications include adjustments to the revenue tiers in the agreement to generate net new revenue for the airport of between $14,000 and $21,000 per year based on parking volumes. In return for the extension, REEF will also be investing approximately $50,000 over the term of the extension to upgrade hardware and software system components to improve upon reliability, customer service and modernization.

The Committee reviewed the proposed improvements as outlined in the proposal. Director Miller asked how long the new server would last before needing to be replaced again. La Pier indicated that REEF estimates the server will have a 5 to 7 year live and that much of its capability will be consumed by new and emerging technological changes both now and in the future.

Director Cursio asked if the airport would own all equipment at the end of the term of the extension. La Pier indicated that the current amortization schedule for the existing equipment is set to expire in three years, at which time the airport will own the entire system. The new improvements proposed will be paid for by REEF at their expense without recovery and they too will belong to the airport at the end of the extension.

After discussion, the Committee agreed to recommend the extension as presented to the full Board for action.

Discussion 3. Schedule Next Meeting

No meeting date was scheduled.

E. ADJOURNMENT

The meeting adjourned at 10:53 AM.

Minutes Approved at the
Meeting of May 19, 2021

Gary Cursio, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

Overview of
Pro-Tec Fire Services
Aircraft Rescue & Fire Fighting

Pro-Tec Fire Services

- Headquartered in Green Bay, Wisconsin
- $20 million, privately held corporation
- Founded 1974
- Values driven culture
- 25 customers
- In 14 states & 2 Canadian provinces
- 300 firefighters
- Corporate staff of seven
- Profitable with strong cash flow
- $3 million bonding capacity

MISSION STATEMENT

Pro-Tec Fire Services is committed to protecting life, property, and the environment to those we serve through safe practices, teamwork and community service.

Core Values

SAFETY: Everyone goes home. No one gets hurt.
SERVICE: Delight your customer.
EFFICIENCY: Use available resources conservatively.
EXCELLENCE: We strive to be the best every day.

Code of Conduct

We will be safe.
We will meet or exceed the requirements of our customer.
We will be efficient in our use of resources.
We will take accountability for our actions.
We will conduct ourselves in a professional manner.
We will respect our peers, supervisors and the chain of command.
We will wear the uniform with pride.
We will train and respond as a TEAM.

Contracted Airport Listing

Airport	Location	Index	#FF	From	Years
Green Bay Austin Straubel International	Green Bay, WI	C	13	1974	47
Kalamazoo/Battle Creek	Portage, MI	B	6	1984	37
Ardmore Airpark	Ardmore, OK	GA	11	1986	35
Rogue Valley International	Medford, OR	B	7	1986	35
MidAmerica St. Louis	Mascoutah, IL	B	12	1997	24
Will Rogers World	Oklahoma City, OK	C	36	2001	20
Skyxe Diefenbaker	Saskatoon, SK Canada	Cat-6	11	2004	17
Lynchburg Regional	Lynchburg, VA	A	5	2005	16
McClellan - Palomar	Carlsbad, CA	A	7	2007	14
Appleton International	Appleton, WI	B	10	2010	11
Summit Aviation, Inc.	Middletown, DE	GA	13	2011	10
Trent Lott International	Moss Point, MS	A	12	2012	9

Contracted Airport Listing

Airport	Location	Index	#FF	From	Years
Chicago Rockford International	Rockford, IL	C	7	2014	7
Des Moines International	Des Moines, IA	C	15	2014	7
The Boeing Company-San Antonio	San Antonio, TX	Cat-9	19	2015	6
Trenton-Mercer	Trenton, NJ	B	10	2018	3
Leidos Manassas	Manassas, VA	GA	11	2018	3
King Aerospace	Ardmore, OK		11	2018	3
Calgary International	Alberta, Canada	Cat-9	27	2019	2
Manchester-Boston	Manchester, NH	C	21	2019	2
Mobile Airport Authority	Mobile, AL	B	12	2020	1
The Boeing Company-MidAmerica	Mascoutah, IL		3	2020	1
Mojave Air and Space Port	Mojave, CA	GA	7	2020	1
Tulsa International	Tulsa, OK	C	10	2021	New
Stennis International	Kiln, MS		4	2021	New

Business Model

Airport provides: station, vehicles & gear
Pro-Tec provides: staff & expertise

Our Differentiation

Culture: Serve the Customer

- Safely
- Efficiently
- Responsively
- Uniquely

The Chief: Relationship management
Quality Assurance – Flawless FAA Inspections
Value Added Services
Corporate staff: Few and nimble

Safety

- **Cultural imperative**
- **Operating instructions**
  - Donning SCBA & PPE gear
  - Stretching
  - ARFF vehicle egress
  - Shift Safety Briefings
- **Safety audits by insurance carrier**
- **Company Staff Assist Visits**
- **(SAV Inspections)**
- **Wellness & physical agility programs**
- **Performance**
  - One lost time injury since 2014
  - US work comp mod 60%
  - Canada work comp 25% discount

PRO-TEC FIRE SERVICES
A Division of J. J. Protective Services Inc.

Value Added Services

- Full-Scale emergency plan exercises
- Tabletop exercises
- Training programs
- Airport emergency plans
- Airport self-inspection
- Runway friction testing
- Fuel farm/Mobile fueler inspections
- NOTAMS management
- Fire Extinguisher Inspections/Training
- Vehicle procurement
- Wildlife abatement
- Welding permits
- Escort services
- First Aid/CPR/AED
- CERT Training
- Fire prevention & inspection programs
- Incident Command Training
- Honoring fallen heroes
- Honor flights
- Dignitary visits
- Contingency Emergency Staffing

Ongoing Operations

- **Fire Chief** (Relationship Manager)
  - On-site manager and Pro-Tec representative for staff, airport and community
  - Ensures fire station and vehicles are maintained
  - Staff Training
    - FAR Part 139 and Recurrent Training
    - EMS
  - Value Added Services
    - open to any needs the airport might have not addressed in the contract
  - Ready to respond to the airport 24/7
  - Exercises Leadership
    - Lives out Core Values, Code of Conduct and Mission Statement
    - Finger on the pulse of the department
    - Community Involvement
    - Close interaction with mutual aid departments
    - Expense management

FAR Part 139 Training

- Part 139.303 PLUS:
  - Movement Area Driving
  - Unannounced Timed Responses
  - Airport Familiarization, Including Airport Signs, Marking, and Lighting
  - Aircraft Familiarization
  - Rescue Firefighting Personnel Safety
  - Emergency Communications Systems, Including Fire Alarms
  - Use of Fire Hoses, Nozzles, Turrets & Other Equipment
  - Application of Extinguishing Agents
  - Emergency Aircraft Evacuation Assistance
  - Firefighting Operations
  - Adapting and Using Structural Rescue and Firefighting Equipment for ARFF
  - Aircraft Cargo Hazards, Including HazMat / Dangerous Goods Incidents
  - Familiarization with Firefighter Duties under the Airport Emergency Plan
  - Live Fire Training
  - Self Inspection Program
  - Snow and Ice Control
  - Wildlife Hazard Management
  - Airport Condition Reporting

PRO-TEC FIRE SERVICES

A Division of J. J. Protective Services Inc.

Value Proposition

- **Safe**
- **Service Responsive**
- **Cost Effective**
- **Compliant**

PRO-TEC FIRE SERVICES

A Division of J. J. Protective Services Inc.

Pro-Tec Fire Service

Thank You

for your time

AGENDA ITEM: G-2
DATE: May 19, 2021

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Third Amendment to the Parking Operations Agreement for Operation at the Monterey Regional Airport

BACKGROUND. The Monterey Peninsula Airport District entered into a Parking Agreement with the current operator, Republic Parking, on November 11, 1975 and renewed the Agreement for an option term of an additional five (5) years on November 12, 1980. The Airport Parking Agreement was renewed and amended for the following terms:

- Commencing December 1, 1985, terminating October 31, 1990 (five years)
- Commencing November 1, 1990, terminating September 30, 1995 (five years)
- Commencing October 1, 1995, terminating September 30, 1997 (two years)
- Commencing October 1, 1997, terminating September 30, 2002 (five years)
- Commencing October 1, 2002, terminating September 30, 2005 (three years)

On July 1, 2006, the Monterey Peninsula Airport District (District) entered into the current Parking Operations Agreement with Republic Parking (Operator) for a term ending June 30, 2011, with the option of a five (5) year extension to the Agreement to continue through June 30, 2016.

On April 8, 2011, Republic formally notified the District of their intent to exercise the option to extend the Parking Operations Agreement for an additional five (5) years, with an effective expiration date of June 30, 2016.

On February 12, 2014, the Board of Directors adopted Resolution No. 1611, A Resolution Approving the Extension of the Lease Agreement with Republic Parking System. The First Amendment to the Parking Operations Agreement extended the term of the Lease commencing July 1, 2016 and expiring June 30, 2021. The First Amendment required a Capital Investment of a Parking and Revenue Control System (PARCS), installed no later than June 30, 2014, and would be amortized on a straight-line basis for a period of ten years.

Section 1 of the First Amendment indicated that within six months prior to June 30, 2021, the Operator may request an additional five (5) year extension to the Agreement to continue through June 30, 2026. The Amendment also stated that if the District elects not to exercise its second five (5) year option or in the event this Agreement is terminated prior to the expiration of the ten-year Capital Investment amortization period (June 30, 2024) the District agreed to reimburse Operator the unamortized amount of Operator's Capital Investment as of the date of such termination.

On July 6, 2016, the Second Amendment to the Parking Operations Agreement for operation at the Monterey Regional Airport was entered into, which required a Capital Investment that included

the installation of a Data Park Pay-in-Lane device in the upper-level exit plaza and reduced seven (7) daily hours of cashier time per day from the upper-level exit plaza.

DISCUSSION. On December 15, 2020, Bob Linehart, Executive Vice President, Airport Services, for Republic Parking System, now named REEF Parking, formally notified the District in writing of their request to extend the Parking Operations Agreement for an additional five (5) years, with a potential new effective expiration date of June 30, 2026.

After receipt of the letter dated December 15, 2020, staff have evaluated and discussed the requested extension with REEF Parking. The discussions have led to a proposed Third Amendment for a three (3) year extension that includes revenue changes to the agreement. REEF would increase the existing concession tier revenue for the District as follows:

- Increase the fourth tier from 80% to 85%, and
- Increase the fifth tier to 90%

This increase of the parking revenue is approximately $9,000 on all revenues below $720,000 and an additional $5,000 to $12,000 revenue potential once parking volume returns to pre-pandemic levels. This is an annual total increase of between $14,000 and $21,000 (or higher) depending upon parking volume.

The Third Amendment would require a Capital Investment by REEF of approximately $50,000 in hardware and software improvements outlined below. REEF will incur all costs of these improvements.

SCOPE OF IMPROVEMENTS. Outlined below.

- Upgrade the existing HUB Data Park PARCS by replacing the existing magnetic stripe ticket readers with bar code ticket readers. This will virtually eliminate unreadable tickets and add internal scanners (readers) to all exit lanes and the pay-on-foot device.
    - This change to bar code readers will allow them to integrate online parking reservations using the HUB system, providing greater flexibility for customers to pay in advance, and use their printed bar code or smart phone to enter and exit the lot.
- Upgrade to the wireless antenna communication to the premium lot.
- Replace the Windows 7 server with an OS based server.
- Add three online validation scanners.
- Add an intercom function that will allow customers to communicate directly with one of our three North American call centers.
- Add web-based validation portals for authorized Airport staff.
- **Optional** - Employ a Pay-by-phone function which would allow parking customers to lift the entry gate and exit gates via their smart phone, without the need for a ticket. As with all direct pay by phone technology, there would be a small service fee to the parking customer for this service.

IMPACT ON BUDGET. Projected to increase the District's annual share of the parking revenue by between $14,000 and $21,000 (or higher) depending upon parking volume.

IMPACT ON OPERATIONS. There will be very limited impacts on Parking Operations. Adverse impacts if any will be minimized and coordinated well in advance with users and tenants.

SCHEDULE. The hardware and software improvements proposed by REEF Parking will be implemented over the three (3) year extension period.

RECOMMENDATION. Approve the Third Amendment to the Parking Operations Agreement for Operation at the Monterey Regional Airport.

ATTACHMENTS.

Third Amendment to the Parking Operations Agreement
Parking Operations Agreement
First Amendment to the Parking Operations Agreement
Second Amendment to the Parking Operations Agreement

THIRD AMENDMENT
TO PARKING OPERATIONS AGREEMENT FOR OPERATION AT THE MONTEREY REGIONAL AIRPORT

This Third Amendment ("Third Amendment") dated May 19, 2021, is to the Parking Operations Agreement between the Monterey Peninsula Airport District ("District") and Republic Parking System, LLC dba REEF Parking ("Operator"). In consideration of the terms and conditions herein, the District and the Operator agree that the Parking Operations Agreement, including the First and Second Amendments (collectively, "Agreement"), which are attached hereto as Exhibit "A", shall be amended as follows:

1. The term of the Agreement shall be extended for three years commencing July 1, 2021 and expiring June 30, 2024.

2. The Percentage Fee outlined in Paragraph 6.2(d) shall increase to 85% of the monthly Gross Revenues in excess of $45,000 but not exceeding $60,000.

3. The Percentage Fee outlined in Paragraph 6.2(e) shall increase to 90% of the monthly Gross Revenues in excess of $60,000.

4. In addition to the previously required Capital Improvements, Operator shall make the following Capital Improvements and/or investments, in an amount of approximately $50,000:

    - Upgrade the existing HUB Data Park PARCS by replacing the existing magnetic stripe ticket readers with bar code ticket readers;
    - Upgrade to the wireless antenna communication to the premium lot.
    - Replace the Windows 7 server with an OS based server.
    - Add three online validation scanners.
    - Add an intercom function to allow customers to communicate directly with Operator's North American call centers.
    - Add web-based validation portals for authorized Airport staff.
    - Consider implementation of a "pay-by-phone" function which would allow parking customers to lift the entry gate and exit gates via their smart phone, without the need for a ticket. (Implementation of this "pay-by-phone" system is optional for Operator.)

5. Conflicts between the Agreement and this Third Amendment shall be controlled by this Third Amendment. All other provisions within the Parking Operations Agreement, including prior amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

MONTEREY PENINSULA AIRPORT DISTRICT

By: _____

Gary Cursio, Chair

REPUBLIC PARKING SYSTEM, LLC

By: _____

Robert Linehart, Jr.
Its: Executive Vice President

APPROVED AS TO FORM:

By: _____

Scott E. Huber, District Counsel

EXHIBIT “A”

PARKING OPERATIONS AGREEMENT

This Parking Operations Agreement is made effective July 1, 2006 by and between the Monterey Peninsula Airport District, a California special district ("District") and Republic Parking System, Inc., a Tennessee corporation ("Operator") with reference to the following facts and objectives:

A. District owns and operates the Monterey Peninsula Airport, located in the County of Monterey, California. The Airport contains several surface parking lots for use by the general public.

B. Operator possesses experience and competence in airport parking operations, and desires to operate the public parking lots at the Airport on behalf of District.

C. District has determined that it is in the public's best interest that adequate, economical, courteous, safe, clean and efficiently operated automobile parking facilities be maintained at the Airport, and that these objectives may best be met through the granting of a concession to Operator to operate the public parking lots at the Airport on behalf of District.

NOW, THEREFORE, District and Operator agree as follows:

SECTION 1 - DEFINITIONS. Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following words or phrases have the meanings set forth below.

"Agreement" means this Parking Operations Agreement, together with all exhibits and all future amendments or supplements executed by the Parties.

"Airport" means the real property and facilities of the Monterey Peninsula Airport, as they exist on the Effective Date, together with any future changes.

"Effective Date" means the date on which the initial term of this Agreement begins (i.e., July 1, 2006) irrespective of when this Agreement is signed by the Parties.

"Gross Revenues" includes all Operator sales for either cash or credit, which are collected or should have been collected, without any exclusions except those expressly permitted under this Agreement, from any business conducted at the Airport or under the rights granted in this Agreement. "Gross Revenues" excludes the amount of any sales or property tax imposed directly on any

business conducted or the facilities at the Airport or under the rights granted in this Agreement, credit card processing percentage rates and discount fees, and revenue derived from the sale of parking validation stamps (or other forms of parking validation approved by District) to the operator of the restaurant concession in the terminal building at the Airport.

"Hazardous Substance" means any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic", "hazardous", a "pollutant", or similar designation under any federal, state or local law, regulation or ordinance.

"Monthly Guarantee" means the minimum amount Operator will pay to District each month (i.e., $7,250).

"Parties" means District and Operator, together with any successors or assigns.

"Percentage Fee" means the percentage of Gross Revenues Operator will pay to District.

"Premises" means those areas and facilities identified on Exhibit "A", attached hereto and made a part of this Agreement, including any diminution or expansion thereof as may later be designated by District pursuant to the terms of this Agreement for automobile parking facilities, together with the tollbooths, signs and any other improvements related to or connected with the operation of the parking lots.

"Proposal" means Operator's proposal dated September 7, 2005, attached hereto as Exhibit "B" and made a part of this Agreement.

SECTION 2 - PROPOSAL.

2.1 Performance of Obligations of Proposal. Operator must perform all obligations, conduct all activities, and comply with all promises and representations made in the Proposal. To the extent that anything contained in the Proposal is inconsistent with provisions contained in the body of this Agreement, the provisions contained in the body of this Agreement shall control.

2.2 Reimbursement by District. District shall reimburse Operator's actual out-of-pocket expenses incurred in moving the proximity card system reader for Airport vehicles to the new exit from the long term parking lot and for associated concrete work, cutting and installation of new induction and arming loops as described in the Proposal, provided that District's aggregate

reimbursement obligation shall be limited to a sum not to exceed $10,000.

SECTION 3 - TERM. The term of this Agreement begins July 1, 2006 and ends June 30, 2011. Operator shall have the option to extend the term of this Agreement to June 30, 2016, provided that Operator is not in default at the time of exercise or at any time from the exercise of the option until commencement of the option term. In the event that Operator elects to exercise the option, Operator shall provide District written notice of the election on or before February 28, 2011. In order to avoid an interruption of services to the public or revenues to District, and to facilitate fair and orderly transition to any subsequent operator of the parking facilities, District (by provision of written notice to Operator not less than two months before the end of the Agreement term, or option term as may be applicable) may require Operator to continue to operate the parking facilities as set forth in this Agreement beyond the end of the term. The extension period, which shall be determined by District, shall not exceed one year from this Agreement's expiration date.

SECTION 4 - RIGHTS GRANTED. District grants Operator the authority to exercise the following rights subject to the obligations set forth in this Agreement:

4.1 - Right to Sell Parking. The right and obligation to sell (at rates established from time to time by District in its sole discretion after consultation with Operator, which rates shall not be reduced below those in effect as of the commencement of this Agreement and listed in Exhibit "C" attached hereto without either (a) the consent of Operator or (b) appropriate adjustment to Operator's fees and payments such that Operator's gross income will remain not less than would be the case if parking rates were not so reduced) parking in those parts of the Premises designated as public parking areas, including short-term and long-term parking and the right and obligation to manage, operate and maintain to the extent provided in this Agreement those public parking areas. These rights and obligations are to be performed in an efficient manner to insure quality service and effective revenue control. These rights do not entitle Operator to collect any revenues related to parking lots or other specified areas on the Premises designated by District for employee parking or rental car operations. Although these obligations will not diminish during the term of this Agreement, the specific areas to which they apply may, in District's sole discretion after consultation with Operator, diminish or expand as provided for in this Agreement. The foregoing provisions notwithstanding and except in connection with the terminal improvement project referred to in Section 12 of this Agreement, there shall be no net reduction in

the total number of paid parking spaces below the number of such spaces contained within the Premises as of the commencement of this Agreement as listed in Exhibit "C" for any period exceeding two consecutive months without either (a) the consent of Operator or (b) appropriate adjustment to Operator's fees and payments such that Operator's gross income will remain not less than would be the case if the number of paid parking spaces was not so reduced. Similarly, except in connection with the terminal improvement project referred to in Section 12 of this Agreement there shall be no net reduction in the total number of paid parking spaces below eighty percent (80%) of the number of such spaces contained within the Premises as of the commencement of this Agreement for any period exceeding one consecutive week without either (a) the consent of Operator or (b) appropriate adjustment to Operator's fees and payments such that Operator's gross income will remain not less than would be the case if the number of paid parking spaces was not so reduced. District reserves the right to authorize free or discounted parking in the public parking areas for certain individuals or entities or categories of individuals or entities identified by District. A current list of such individuals, entities and categories is attached as Exhibit "D". District reserves the right to add or delete authorized individuals or entities from the list. Operator shall not allow in-and-out privileges, ticket validations or courtesy allowances, except as authorized in writing by District. District reserves the right from time to time to close any of the parking lots, either temporarily or permanently, in its sole discretion, provided that (except in connection with the terminal improvement project referred to in Section 12 of this Agreement) if such closure exceeds a period of one consecutive week and results in a twenty-five (25%) percent or greater reduction in revenue for any calendar month compared with the average monthly revenue for the twelve months from the previous lease year, then the monthly fees otherwise payable hereunder shall be reduced by the same percentage of decrease and shall be deducted from the fees otherwise payable hereunder.

4.2 - Restaurant Validation. The right and obligation to sell parking validation stamps (or other forms of parking validation approved by District) to the operator of the restaurant concession in the terminal building at the Airport, at the rate of $0.50 per hour or such other rate as may subsequently be approved in writing by District. The maximum validated parking duration shall be two hours, after which standard parking rates shall apply. Restaurant validation revenue is not included in Gross Revenues.

4.3 - Occupancy. The right of ingress and egress, and to occupy the Premises by Operator, its officers, contractors,

suppliers, service personnel, guests, patrons, and invitees for the purpose of operating the parking facilities, subject to District's regulations and policies. No other type of business shall be conducted by Operator upon the Premises or at the Airport without the prior written consent of District.

4.4 - Improvements. The right and obligation to construct and install fixtures, equipment, and other improvements necessary to operate the business authorized under this Agreement subject to obtaining any required building permit or other governmental approval prior to any work commencing. Any approval by District shall be separate from any other approvals required by any federal, state or other governmental agency.

SECTION 5 - PREMISES. District grants to Operator the right to operate the public parking lots adjacent to and serving the Airport terminal building. The Parties acknowledge that Operator, as the existing operator of the parking facilities at the Airport, is fully familiar with the condition of the Premises, and accepts the Premises in their present condition and "as is." District is considering constructing one or more garages or new or expanded lots that may include areas for public parking. If any new parking garages or new or expanded lots are constructed during the term of this Agreement, the new garages or new or expanded lots may be added to the Premises, either in part or in their entirety, in the discretion of District. In such case, all of the responsibilities of Operator and District as described in this Agreement will apply for the remainder of the term of this Agreement to those portions of any new parking garage or new or expanded lot added to the Premises by District. In the event that new public parking facilities serving the Airport terminal building are constructed, but not added to the Premises, Operator shall have the option, exercisable only by the provision of written notice to District within three months after the substantial completion of such facilities, to terminate this Agreement effective not less than three months following the receipt of such notice by District.

SECTION 6 - FEES AND PAYMENTS. Operator shall pay District at the office of District, without reduction, abatement, deduction, offset or any prior demand therefore as follows:

6.1 - Monthly Guaranty. Commencing on the Effective Date and on or before the first day of each calendar month during the term of this Agreement Operator shall pay to District the Monthly Guaranty, in advance for the applicable month. The Monthly Guaranty shall be $7,250. District will, to the extent stated in this section, waive the Monthly Guarantee payable under this Agreement during any period that the Airport is not operated for use by commercial airliners. In the event of a partial suspension

of activities by commercial airliners, or any other event beyond the control of operator, resulting in twenty-five (25%) percent or greater reduction in revenue for any calendar month compared with the average monthly revenue for the twelve months from the previous lease year, then the monthly fees otherwise payable hereunder shall be reduced by the same percentage of decrease and shall be deducted from the fees otherwise payable hereunder.

6.2 - Percentage Fee. Operator shall pay District on or before the twentieth day of each calendar month, out of Gross Revenues, the amount by which the Percentage Fee exceeds the Monthly Guaranty. The Percentage Fee shall be.

(a) 0% of the first $15,500 of Gross Receipts per month, plus

(b) 70% of the monthly Gross Revenues in excess of $15,500 but not exceeding $30,000, plus

(c) 75% of the monthly Gross Revenues in excess of $30,000 but not exceeding $45,000, plus

(d) 80% of the monthly Gross Revenues in excess of $45,000 but not exceeding $60,000, plus

(e) 85% of all monthly Gross Revenues in excess of $60,000.

6.3 - Electrical Service, Portable Restroom Facilities. District will supply electrical service to the Premises at no cost to Operator. District will supply portable restroom facilities for use by Operator's employees at no cost to Operator.

6.4 - Other Utilities and Services. Gas, water and sewer service are not available on the Premises. Telephone or telecommunications services, internet services and all other communications services shall be the responsibility of Operator. Operator hereby expressly waives any and all claims for damage against District arising from any failure or interruption of any utilities or services.

6.5 - Unpaid Fees. Any charge, fee, or other consideration due but unpaid is a charge against Operator and its property, real or personal. District shall have a lien upon all removable fixtures and other trade fixtures of Operator placed at the Airport, to the extent permitted by law, for the purpose of securing the payment of all sums of money which may be due District from Operator under this Agreement.

6.6 - Interest. If Operator shall fail to pay any fees, amounts or charges payable under this Agreement when due and payable, then beginning the day after payment is due, all fees, amounts and charges due but unpaid shall bear interest to the date of payment at the rate of eighteen percent per annum.

6.7 - Late Charges. Operator acknowledges that late payment by Operator to District of any fees or other charges under this Agreement will cause District to incur costs not contemplated by this Agreement, the exact amount of which are extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, late charges which may be imposed on District and additional property management expenses. Therefore, if any fees or other charges under this Agreement due from Operator are not received by District prior to 5:00 p.m. on the twentieth day of the month when due, Operator shall pay to District as a late charge an additional sum of six percent of the amount of the fees or other charges under this Agreement which are due but unpaid. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Operator. Acceptance of any late charge shall not constitute a waiver of Operator's default with respect to the overdue amount, or prevent District from exercising any of the other rights and remedies available to District.

6.8 Final Payment. Operator shall pay only seventy-five percent of all monthly percentage fees otherwise due and payable for the last month of the Agreement. Operator shall be entitled to collect and receive any and all parking revenue, including, without limitation, restaurant validations.

SECTION 7 - PARKING MANAGEMENT AND OPERATIONS. Operator's performance under this Agreement is a service to air travelers and other users of the Airport. Operator acknowledges that the ability of District to effectively compete with other airports depends, in part, on the performance of Operator. Accordingly, Operator will conduct its operation in a manner so as to meet the needs of the Airport's patrons and District and in a manner that will reflect parking operations positively upon Operator and District. Operator shall offer quality services and equip, organize and efficiently manage the parking facilities to provide first-class service in a clean, attractive and pleasant atmosphere. Operator shall at all times conduct its business in an efficient, courteous, and accommodating manner, and will comply with all of the following.

7.1 - Hours of Operation. Within thirty days after the installation of new equipment associated with this Agreement and described in Exhibit "B", Operator shall ensure that the Premises

are continuously open on every day of the year, and are staffed to ensure the level of customer service required herein. Patrons shall be able to enter and exit parking areas at all times, except that Operator shall have the right to close the tollbooth at regular intervals not to exceed fifteen minutes every four hours during those portions of the day when only a single employee is on duty for the purpose of providing employees with a break. At such times as the tollbooth(s) may be so closed, Operator shall post a conspicuous sign readily visible to patrons desiring to exit indicating the time at which the tollbooth(s) shall be reopened.

7.2 - Condition of Equipment. Operator shall ensure that it provides sufficient equipment as may be necessary for the efficient operation of the parking facilities. All equipment shall be of high quality, safe, modern in design, attractive in appearance and shall have been approved in writing by District prior to its installation. Operator shall maintain and service all equipment at a high level of efficiency, reliability and appearance. Operator shall give District prompt notice of any malfunction or breakdown of any equipment supplying audit data or affecting parking lot ingress or egress. Operator shall make all repairs at the earliest time possible under the circumstances.

7.3 - Telecommunications. Operator shall provide or obtain all necessary telecommunication services in order to efficiently manage and operate the parking facilities in accordance with the terms and conditions of this Agreement.

7.4 - Revenue Control System. Operator shall install, maintain and operate a new revenue control system as described in the Proposal. The new system shall accept credit cards and debit cards provided by Operator. Operator at its sole cost shall prepare detailed plans, specifications and an installation schedule for the new revenue control equipment. Operator shall submit such plans, specifications and installation schedule to District within two months of the Effective Date of the Agreement. District shall either approve or require modification in writing within a reasonable period of time from receipt of such plans, specifications and installation schedule and all subsequent modifications thereto, provided that District shall not require any modifications that are fundamentally inconsistent with Operator's proposal set forth in Exhibit "B". Operator agrees to comply with any modifications reasonably required by District. The installation of the new revenue control and access control equipment shall be completed within six months of the Effective Date of this Agreement. At a minimum and at no cost to District, the manufacturer's recommended service schedule shall be adhered to, subject to audit by District, related to the maintenance of all revenue and access control systems. A preventative maintenance

schedule shall be contained in the Policies and Procedures Manual. At the expiration or cancellation of this Agreement, Operator shall turn over all parts of this revenue control system to the District in good and serviceable operating condition, given normal use, wear, and tear.

7.5 - License Plate Inventory. Operator shall install, operate and maintain a computerized license plate inventory system. On any day that the computerized license plate inventory system is not operational, an inventory of license plates will be taken manually. At the expiration or cancellation of this Agreement, Operator shall turn over all parts of the license plate inventory system to District in good and serviceable operating condition.

7.6 - Parking Tickets and Receipts. The appearance of all tickets, receipts, etc. shall be subject to the approval of District. Parking tickets shall be sequentially pre-numbered. A magnetically-encoded and automatically-dated, time-stamped parking ticket shall be issued by the parking control equipment to each public parking patron upon entry into the parking areas. Operator, at Operator's sole expense, shall procure the ticket stock and stock the ticket issuing machines. Operator shall, upon request of a parking patron, issue a receipt for each sale or other transaction to the patron, whether for cash, credit or otherwise.

7.7 - Signage. Operator shall not, without the written consent of District, construct, erect or place any banners, pennants, signs advertising or promotional materials, billboards, displays or any similar devices on the Premises or at the Airport. Subject to the foregoing, Operator shall install such rate and information signs within the Premises as may be necessary for the proper public notice of the operation of the parking facilities after obtaining the prior written approval of District. Prior to the construction, erection or placement of any sign on or in the tollbooths, ticket dispensers, gate arms, on the Premises, Operator shall submit to District, for approval, drawings, sketches, designs, dimensions, type, number, message and proposed location of such sign. Any restrictions, conditions or limitations with respect to any such sign as set forth in writing by District shall become conditions of this Agreement. District shall have the absolute right to reject any sign proposed by Operator.

7.8 - Policies and Procedures Manual. Operator shall provide a comprehensive Policy and Procedures Manual specifically addressing all aspects of its operations at the Airport. Operator shall submit such manual to District for review and concurrence not later than six months after the Effective Date. District and Operator shall make changes to Procedures manual as they jointly

believe best fit the needs of the Airport and traveling public. Operator shall conduct its parking management operations strictly in compliance with the manual and any modifications thereto. The manual shall also provide all information needed or desirable for employee education on their duties and responsibilities including, but not limited to, the following:

(a) Operation overview;

(b) Organizational chart;

(c) Staffing chart, including policies and procedures for peak period staffing;

(d) Position descriptions;

(e) Personnel training and policies, including policies for reducing the potential for employee theft;

(f) Administrative reports;

(g) Financial, auditing, and accounting procedures;

(h) Operating procedures for revenue collection and control;

(i) Supplies and inventories;

(j) Facility maintenance;

(k) Equipment repair, replacement and maintenance;

(l) Emergency and safety procedures; and

(m) Other operating procedures.

7.9 - Maintenance Schedule. District shall maintain the pavement and provide striping of the public parking facilities covered by this Agreement. District shall be responsible for the subsurface utilities, lighting and landscaping within the Premises. Except to the extent provided above, Operator shall be obligated, without cost to District, to maintain and keep the Premises and every part thereof in good order and repair and in safe condition. To accomplish the foregoing, Operator shall include within its Policies and Procedures Manual standards for repairs, replacements and maintenance. The standards listed below are minimum requirements and may not be adequate under certain circumstances to maintain the professional appearance required by District.

(a) Parking Lots. The parking lots will be maintained in an orderly, neat, clean, safe and sanitary condition and free from any accumulation of rubbish, litter, debris or garbage. All loose rubbish, litter, debris or garbage shall be picked up from the parking lots weekly.

(b) Tollbooths. The tollbooths will be maintained in an orderly, neat, clean, safe and sanitary condition and free from any accumulation of rubbish, litter, debris or garbage. All loose rubbish, litter, debris or garbage shall be picked up from around the tollbooths daily. Operator is responsible for maintaining the interior and exterior surface coatings, paint and floor covering of the tollbooths. Windows in the tollbooths will be washed as frequently as necessary, but not less than one time per month. Operator is responsible for the maintenance, repair and replacement of all windows, and will replace broken glass within three days or sooner depending on safety or security issues. Operator is responsible for maintaining, repairing, and replacing all light bulbs, ballasts, fixtures and lamps in the tollbooths. Operator is responsible for maintaining, repairing and, if necessary, replacing the doors, door hardware and all locks as needed. Operator is responsible for maintaining, repairing and replacing all fire extinguishers and smoke detectors as may be required by applicable law. Operator is responsible for maintaining, repairing and, if necessary, replacing all furniture as needed.

7.10 - Performance Standard. No more than ten minutes shall expire ninety percent of the time from the moment a parking customer enters a line at a tollbooth to the time the gate arm elevates indicating the transaction has been completed. Additionally, no more than thirty seconds for cash transactions handled by cashiers and no more than one minute for credit card transactions handled by cashiers shall expire ninety percent of the time from the moment a parking customer hands the cashier his ticket to the time that the gate arm elevates indicating the transaction has been completed. Operator shall maintain all revenue and access control systems for the public parking areas and provide adequate staffing to ensure that the requirements of this Section are met.

7.11 - Customer Complaints. Operator shall respond in writing to all written customer complaints received regarding the management and operation of the Premises or the conduct of Operator's business at the Airport. Operator shall provide such written responses within five days of receipt of a complaint. Operator shall maintain a complaint/ incident report on all such complaints. Operator shall obtain the name, address and telephone

numbers of all verbal customer complaints on a complaint/incident report (the form of which shall be contained in the Policies and Procedures Manual approved by District) and shall respond in writing within five days of such complaint. Copies of all Operator's responses and of any written complaint will be provided to District at the same time the response is made to the complainant. If the complaint was verbal, a copy of the complaint/ incident report together with the written response shall also be provided to District at the same time the response is made to the complainant. Operator shall coordinate responses to major or significant complaints with District prior to responding in writing. Operator shall use its best professional judgment in assessing when District should be involved in a complaint.

7.12 - Credit. Credit card transactions shall accommodate as a minimum MasterCard, Visa, Discover and American Express. Operator will have full responsibility to collect credit card charges, disputed credit card charges, or other debts from customers. The inability of Operator to successfully collect any charge-backs or debts will reduce the Gross Revenues by such amount or any fraction of such amount only if all proper procedures were followed per the policy and procedure manual. In the event that a customer disputes credit card charges, it shall be the responsibility of Operator to research such dispute and respond in writing to the bank within the time required by the bank, but in no event more than ten days from the date of the notice of dispute.

7.13 - Acceptance of Checks. Operator may elect whether or not to accept checks for payment of parking fees due. However, operator will have full responsibility for the collection of bad checks and payments by check will be included in Gross Revenues whether or not Operator collects on any check(s).

7.14 - Compliance with Law. At no expense to District, Operator shall ensure that all requirements of the County of Monterey, State of California and Federal government and regulations adopted by any governmental authority and the rules, regulations and policies promulgated by District as same may be amended from time to time, are fully complied with at all times. Operator will obtain all necessary licenses and permits, pay all taxes and general and special assessments of any and all types or descriptions whatsoever, which at any time during the term or extended term of this Agreement are levied upon, assessed or lawfully imposed on Operator, its business, the Premises or any one or more of the improvements located thereon, and pay any other fee or charge assessed under any applicable law. Operator shall at Operator's sole cost and expense at all times during the term of this Agreement or any renewal or extension thereof comply with and

observe all rules, regulations, ordinances and laws which have been or may be promulgated by District relating to the Premises and the use of the facilities of the Airport including all fire regulations, safety regulations, noise control regulations and security regulations. Such rules and regulations are hereby made a part of this Agreement and Operator's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Agreement in like manner as if the same were contained herein as covenants and conditions. District reserves the right to amend or supplement the rules and regulations and to adopt additional rules and regulations applicable to the Premises, to Operator's use of the Premises, and the use of the facilities of the Airport. District shall have no obligation to Operator as a result of the violation of any such rules by any other person. District is neither liable to Operator for any diminution or deprivation of Operator's rights due to the exercise of any authority, nor is Operator entitled to terminate the whole or any portion of this Agreement by reason of District's exercise of any authority. Any taxes added by Local, State, or Federal authorities to Operator subsequent to this Agreement will be deducted from Gross Revenues.

7.15 - Nuisance. Operator shall neither commit nor allow any nuisance, noise or waste on the Premises or annoy, disturb or be offensive to other Airport users. Operator shall not use any space outside the Premises but on Airport property for storage or any other undertaking, unless specifically leased from District for that purpose.

7.16 - Improperly Parked Vehicles. Operator shall promptly notify District of any vehicles that are improperly parked in the public parking lots.

7.17 - Parking Analysis. Upon District's request, Operator shall provide analyses and recommendations to District concerning the following aspects of the parking operation, based on Operator's expertise and experience in the industry:

(a) Parking rates;

(b) Directional, regulatory and informational signage;

(c) Internal traffic flow;

(d) Holiday and peak period public information needs;

(e) Holiday and peak period staffing needs;

(f) Parking facility requirements; and

(g) Revenue control requirements.

7.18 - Service Enhancements. District is interested in exploring the possibility of implementing various service enhancements to improve the service level for parking customers at the Airport. Upon District's request, Operator shall provide written recommendations regarding service enhancements. Operator may also submit service enhancement recommendations to District at any time during the term of this Agreement on its own initiative. These service enhancements may consist of the use of existing or future technologies, which could include, but are not limited to the following:

(a) Ticketless transactions

(b) Pay stations

(c) Pre-paid accounts

(d) Frequent User Programs

(e) Automated Vehicle Identification

(f) License Plate Readers

District is under no obligation to accept any recommendation made by Operator. Should District determine that the initiation of any service enhancements are desirable during the term of this Agreement, the Parties will meet and confer to discuss the anticipated impacts on marginal (added) revenue and marginal (added) costs of operation, if any, the anticipated service enhancement initiation schedule, and any anticipated need to amend this Agreement. If the Parties agree that the service enhancement may be initiated without the need to amend this Agreement, then once such service enhancements are initiated, Operator will be responsible to operate the services in accordance with the operational requirements of this Agreement.

7.19 - Other Services. Operator shall provide such other services to the users of the Airport as the District reasonably determines to be necessary for the efficient and safe operation of the public parking lots. To the extent that the provision of such services would increase Operator's costs of operation by more than two percent (2%), the obligation to provide such additional services will be subject to the negotiation of mutually agreeable terms and conditions.

SECTION 8 - PERSONNEL. Operator will maintain adequate staff on the Premises and use the utmost skill and diligence in the operation of its business.

8.1 - Manager. Operator at all times during the term of the Agreement will retain a qualified, competent and experienced on-site manager who shall serve as the primary spokesperson for Operator and point of contact for District for the parking operations. The on-site manager shall reside in the Monterey Bay area, be assigned only to the Airport, and shall ordinarily be available during regular business hours. At all other times, a qualified subordinate must be in charge and available at the Premises. Operator shall provide District with written notice within ten days of the Effective Date indicating the name, business, home, pager and cellular telephone numbers, and business address of the on-site manager and qualified subordinates. If District is not satisfied with the Operator-selected on-site manager (or replacement manager), or at any time District is not satisfied with Operator's manager's (or replacement manager's) performance during the term of this Agreement, District shall notify Operator in writing setting forth District's complaints. Within twenty days of receipt of any such notice, Operator shall respond in writing detailing the corrective action taken to resolve District's concerns. If still not satisfied, District shall have the right to require, by notifying Operator in writing, that the manager (or replacement manager) be removed from performance under this Agreement. Operator shall comply with any such demand but only after securing the services of a replacement manager who has been approved in writing and in advance by District. In no event shall more than two months elapse from the time Operator receives notice of District's demand to remove and the time a new manager is performing under this Agreement. If during the term, Operator desires to change managers, it may do so only after having notified District in writing and received District's prior written approval. The notice shall include the name, business, business address, and home, pager and cellular telephone numbers of the new manager and the effective date of the appointment.

8.2 - Other Personnel.

(a) Operator shall provide an adequate number of trained employees, supervisors and managers necessary to perform the duties and meet the customer service standards required herein. It is the intent of the parties of this Agreement that Operator's employees maintain a high degree of professionalism.

(b) Operator shall require that all workers are properly trained and proficient in their responsibilities. Operator shall

ensure that employees shall be initially trained and continually trained throughout their employment with emphasis on customer service.

(c) Operator has provided a staffing schedule in its proposal. District in the reasonable exercise of its discretion can from time to time throughout the term of this Agreement require modifications to Operator's staffing schedule that do not require net increases in staffing levels. Operator agrees to comply with any modifications reasonably required by District and to incorporate them into its staffing schedule. The parties agree that staffing modifications which require net increases in staffing levels will be subject to good faith negotiation between District and Operator.

(d) All of Operator's employees shall be clean, neat in appearance and courteous in manner. Operator shall not employ any persons in or about the Airport who shall use improper language or act in a loud, boisterous or otherwise improper manner. Operator shall require each worker to wear appropriate uniforms, badges or nametags that will reflect positively on the Airport and District and clearly identify the employees as employees of Operator. If coats are not provided as part of a uniform, and the coat will cover the uniform, Operator will require that employees have some visible item (badge, name tag, etc.) that will identify the employee as an employee of Operator.

(e) Operator agrees that it will be responsible for ensuring that employees abide by all laws, rules, and regulations applicable to the Airport. Upon request of District, Operator shall remove from the Airport, to the extent allowed by law, any of its employees who, in District's sole opinion, are determined to be disorderly, discourteous, unkempt or otherwise unsatisfactory, unsuitable or incapable of working at the Airport.

(f) Operator shall be responsible for any requirement of Federal Aviation Administration, Transportation Security Administration, District, or other regulating agencies regarding employee background checks, badging and other security matters.

(g) It is recognized by District and Operator that there may be increases in the federal and state minimum wages. If due to increases mandated by state or federal law, Operator must increase payroll costs for hourly employees from present levels, District and Operator shall meet and confer in good faith concerning increasing the rates charged for parking by an amount sufficient to offset Operator's increased costs.

SECTION 9 - REPORTS, BOOKS, RECORDS AND AUDITS.

9.1 - Revenue Control Data. Operator will train its employees in the proper use of the revenue control system. Operator shall provide for the collection, distribution and storage of information, data reconciliation and audit, on-line transactions and other data inquiries, system status monitoring, reporting and correction, and data management for the development of manual and computer-generated reports as requested by District. Operator will coordinate with the District all data backup activities for the revenue control system.

9.2 - Revenue Report. Each month throughout the term of this Agreement, Operator shall provide District, no later than the twentieth day of each month, a monthly report covering the previous month's revenues for the operations authorized under this Agreement. The report shall include the previous month's activities and year-to-date total for each category of transaction (cash, credit card, non-revenue, etc.) for each parking area (short-term, alternate short-term, long-term, etc.). The report shall be certified as to accuracy and completeness by Operator's on-site manager and shall include at a minimum (a) a complete detailed reconciliation of monthly Gross Revenues captured by the revenue control system with Gross Revenues collected and reported by Operator, both in total and itemized by parking area and by payment method; (b) a report by parking area of vehicle volume and transactions, tickets issued and collected, number of revenue and non-revenue transactions, average ticket fees for each area, vehicle inventories, and (c) other reports related to the Gross Revenues for the business authorized under this Agreement that District reasonably determines are necessary to assist in the overall management of the parking facilities. All reports required under this section shall be in a format approved by District.

9.3 - Inventory Report. Each month throughout the term of this Agreement, Operator shall provide District, no later than the twentieth day of the month, a summary ticket inventory report. To ensure accountability, Operator shall keep up-to-date usage and stock records. The summary ticket inventory report will account for the tickets in storage, in the system and in stock, and will include the number of tickets determined to be missing during the month. The list of tickets determined to be missing shall include (a) the number of tickets that are discovered not to be physically available for inspection and audit even though the tickets were received from exiting patrons and (b) exception transactions that are discovered not to be physically available for inspection and audit after they were processed for exiting patrons claiming to have lost their tickets. In the event a ticket is lost by a parking lot patron, Operator shall obtain on a form approved by District and signed by such patron, at a minimum: the patron's

name, address, home and business telephone numbers, vehicle license number, date and time of parking lot entrance and such other information as District may require in writing. Operator shall time-stamp such form and retain it in lieu of the lost ticket. The required inventory report shall be certified as to accuracy and completeness by Operator's on-site manager. All reports required under this section shall be in a format approved by District.

9.4 - Maintenance of Books and Records. To ensure the availability of complete, up-to-date and verifiable records with respect to any and all business conducted by Operator under the authority of this Agreement and to provide a satisfactory basis to confirm the accuracy of Operator's reports, Operator will establish and maintain true and accurate books and records that concern the Gross Revenues for the business authorized under this Agreement in accordance with generally accepted accounting principles. Operator's books and records must, in the determination of District enable Operator to accurately report, and District to easily check, payments due District under this Agreement. As used in this Agreement, these books and records include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, ticket stock, daily or periodic summary reports, daily and monthly reports, computer terminal tapes, computer disks or other media (including, but not limited to, unedited computer-generated printed material if access to the computer tapes or disks are unavailable), bank deposit slips, bank statements, credit/debit card service statements, tax reports to federal, state and local agencies (but not including state or federal income tax reports). District, or its designee (s), shall have access to the above referenced records at all times regardless of the media in which the information is stored. All referenced records shall be retained by Operator for a minimum of three years following the date on which created.

9.5 - Audit. District or the authorized representatives of District shall have the right to examine Operator's records at all reasonable times. At its option, District may cause from time to time on five days prior written notice to Operator a complete audit to be made of Operator's entire business affairs and records for the period covered by any statement submitted by Operator as required by this Agreement provided, however, that no such audit shall be made at a time which is more than three years following the end of the period covered by such statement. If the books and accounts and records of Operator are kept at some location other than the Premises, Operator agrees at Operator's expense to transport said books and records to the Premises for such audit. Except as provided below, the cost of such audit shall be paid by District. The audit shall be performed by a public accountant

selected by District and shall be binding upon the Parties. If it shall be determined as a result of such audit that there has been a deficiency in the payment of fees or other charges then such deficiency shall become immediately due and payable. If it shall be determined as a result of such audit that there has been a deficiency in the payment of fees or other charges of greater than three percent of the fees or other charges theretofore computed and paid by Operator for the period covered by the audit, then such deficiency shall bear interest at the rate specified in section 6.7 of this Agreement and shall be subject to the late fee specified in section 6.8 of this Agreement. If the deficiency is in excess of three percent of the fees or other charges theretofore computed and paid by Operator for the period covered by the audit, Operator shall also immediately pay District the cost of the audit in addition to the fees or other charges. In the event that Operator has failed to maintain all of the records required to be kept under this Agreement and/or Operator fails or is unable to comply with an auditor's reasonable request for information required to be kept hereunder, then Operator shall immediately pay District the cost of the audit in addition to the fees and other charges, even if the audit ultimately reveals no deficiency. Further, Operator acknowledges that Operator's failure to maintain all of the records required to be kept under this Agreement and/or any failure or inability on the part of Operator to comply with an auditor's request for information required to be kept hereunder will cause District to incur costs not contemplated by this Agreement, even beyond the cost of the audit itself, the exact amount of which are extremely difficult and impracticable to fix. Such costs include, without limitation, added processing charges and additional property management expenses. Therefore, if any records are not maintained and/or are not provided to an auditor upon request as required by this Agreement, Operator shall be required to pay (in addition to the cost of the audit as provided above) as liquidated damages the sum of $2,500.00. The Parties agree that this is a fair and reasonable estimate of the costs that District will incur by reason of Operator's failure to maintain or provide adequate records.

9.6 - Operator Underpayments. If any District inspection or audit of the Operator's books and records discloses any Operator underpayment, Operator will pay the difference within one month of the billing date plus interest to the extent specified in this Agreement in addition to the costs incurred in conducting the inspection or audit as specified in this Agreement. If District collects the difference through litigation, Operator will pay District District's full costs and attorney's fees incurred to collect the underpayment.

9.7 - Financial Information. Within two months after the end of each Agreement year throughout the term of this Agreement, Operator will furnish District with a true and accurate statement that reflects Operator's Gross Revenues collected or that should have been collected from business transacted under this Agreement during the preceding Agreement year. An independent public accountant must certify and sign this special purpose statement as true and correct.

9.8 - Additional Supporting Data. Operator will furnish District with other financial or statistical reports regarding the parking facilities that District may occasionally request. This section does not require Operator to submit data that is either confidential business information or trade secrets. All books, figures, records, reports, statements, or similar items Operator submits to District are public records and available for public inspection.

SECTION 10 - CONSTRUCTION.

10.1 - General Construction Requirements. Any Operator alteration, construction, or improvement of the Premises will be neat, presentable, and compatible with the architecture of the terminal as approved by District. Before constructing any improvement on the Premises, Operator will obtain the written approval of District. In the event Operator performs any work of improvement without District's written consent, District may require that Operator remove any or all of such at Operator's cost and expense. District will review the proposed construction and provide Operator written approval or disapproval. District's written consent to any such work of improvement shall be deemed conditioned on Operator's full and faithful compliance with the provisions of this Agreement. Operator will deliver detailed as-built drawings to District within one month after completing construction. The as-built drawings must show the location and dimensions of any structural, mechanical, electrical, and plumbing improvements Operator places, changes, or constructs on the Premises.

10.2 - Mechanics' Liens. If any mechanics' liens or other liens or orders for the payment of money shall be filed against the Premises, or any portion thereof, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Operator, or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, or against District as owner thereof, Operator shall within one month cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of Operator. Operator shall

also defend on behalf of District, at Operator's sole cost and expenses, any suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.

10.3 - Title to Improvements. Title to improvements of any kind placed on the Premises by Operator shall vest in the District without cost to District upon termination of this Agreement. With the exception of items otherwise required by this Agreement to be provided to District upon termination of this Agreement, all equipment and trade fixtures of any kind placed in the Premises by Operator shall be removed by Operator at the termination of this Agreement provided, however, Operator agrees to repair any and all damage occasioned by the removal thereof. If any such equipment or trade fixtures are not removed within one month after the termination of this Agreement, the same may be considered abandoned and shall thereupon become the property of District without cost to the District and without any payment to Operator; except that District shall have the right to have the same removed at the expense of Operator.

10.4 - Payment for Improvements. Notwithstanding the ownership of such equipment and improvements, if District (a) permanently terminates this Agreement (other than for cause) prior to the expiration of the initial five year term of this Agreement, or (b) if District does not renew this Agreement with Operator for an additional five year term, then Operator shall have the right, without waiving any other legal rights or remedies available to Operator, to be reimbursed by District for the undepreciated value of the capital expenditures made by Operator hereunder and as detailed in Exhibit "B". Such reimbursement shall be made within two months after receipt by District of a statement from Operator indicating the determination of such amount due and owing Operator, which amount shall be determined proportionally, based upon a 120 month amortization or depreciation term and the number of months Operator has operated under the terms of this Agreement. The monthly depreciation cost shall be one thousand, four hundred forty-five and 26/100 dollars ($1,445.26) which amount is based upon the agreed value of the capital investment of one-hundred thirty thousand, one-hundred eighty and no/100 dollars ($130,180.00).

SECTION 11 - DISTRICT DIRECTED RELOCATION. Operator acknowledges that District may require the relocation of tollbooths, in whole or in part, if District determines that relocation is necessary to meet the needs of the traveling public or District. The following responsibilities apply if District requires relocation of any tollbooths:

11.1 - District Responsibilities. District, at its sole expense, will provide new space with interior permanent improvements including floors, ceiling, carpeting, lighting, electrical, wall finishes and permanent fixtures similar to those in the space from which District requires the Operator to relocate.

11.2 - Operator Responsibilities. Operator, at its sole expense, will relocate all non-permanent fixtures, furnishings, and equipment to the new space; provide any additional fixtures, furnishings, and equipment that Operator finds necessary or desirable to fully use the new space. Operator will vacate and surrender the former space to District when the new space is completed.

11.3 - Performance of Responsibilities. District and Operator will perform their respective obligations in an expeditious manner, excluding any delay beyond the control of either Party. District will attempt to provide, but is not required to provide, new space with a floor area no smaller than the area District requires Operator to vacate.

SECTION 12 - TERMINAL IMPROVEMENT PROJECT. At this Agreement's commencement, a terminal improvement project is in process at the Airport, which will impact the short-term parking area south of the terminal building. The ongoing construction will impact the parking areas related to ingress, egress and the number of parking spaces. Operator will cooperate with the construction crews and provide assistance, as required by District, to ensure the least impact to the traveling public.

SECTION 13 - DISTRICT'S RIGHTS OF ACCESS AND INSPECTION.

13.1 - Inspection. District, by its officers, employees, agents, representatives, and contractors, may at all reasonable times enter and inspect the Premises or observe Operator's performance of its obligations under this Agreement, or take any action that District is obligated to take under this Agreement. Operator will neither claim nor District allow any fee abatement if District exercises this right. District will take all reasonable steps to minimize interference with Operator's activity on the Premises except in the case of an emergency.

13.2 - Access. Operator will provide District with emergency access to the tollbooths by providing an escort and by providing emergency telephone numbers where District may reach Operator on a twenty-four hour basis. District reserves the right to enter the Premises to repair, replace, alter, install or maintain any mechanical, electrical, plumbing, heating, cooling, ventilation,

fire protection, telecommunication, or other system necessary to the proper functioning of the Airport without liability to Operator for any damage to the Premises. As a result of any entry under this section, District is only liable for its own negligence and for returning the Premises to its former condition using standard materials. Any District repair, replacement, alteration, installation or maintenance will not unreasonably interfere with Operator's use of the Premises. Nothing in this section in any way relieves Operator of any obligation to maintain the Premises and improvements.

13.3 - Additional Access. Operator shall permit District and its agents to enter the Premises at all reasonable times for any appropriate purpose, including, without limiting the generality of the forgoing, for the following purposes:

(a) To post notices of non-responsibility for alterations, additions or repairs;

(b) To show the Premises to prospective purchasers or operators.

District shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to Operator for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned.

SECTION 14 - HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONCERNS. The provisions of this section which govern Operator's obligations with regard to environmental concerns and hazardous substances, as defined below, and indemnity shall survive termination of this Agreement.

14.1 - Indemnity Regarding Hazardous Substances. Except as provided herein, Operator agrees to indemnify and hold District harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Operator's counsel) or loss directly or indirectly arising out of or resulting from the presence of any Hazardous Substances as a result of Operator's activities, whether before, during or after construction, in or around any part of the Premises or the soil, groundwater or soil vapor on or under the Premises, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to persons or property or to any natural resources. Upon demand by District, Operator shall defend any investigation, action or proceeding alleging the

presence of any Hazardous Substances in any such location, which affects the Premises or which is brought or commenced against District, whether alone or together with Operator or any other person, all at Operator's own cost. In the alternative, District may elect to conduct its own defense at the expense of Operator. The presence of any Hazardous Substances in, on or under the Premises shall be presumed to result from Operator's activities except to the extent that Operator can demonstrate by clear and convincing proof that such Hazardous Substances either (a) were present prior to the date on which Operator or Operator's predecessors in interest began operating the public parking lots at the Airport or (b) migrated onto the Premises from other land, in which event(s) and to such extent Operator shall not be required to indemnify or defend District.

14.2 - Compliance Regarding Hazardous Substances. Operator has complied and shall comply and cause all occupants of the Premises to comply, with all laws, regulations, and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Premises. Operator acknowledges that Hazardous Substances may permanently and materially impair the value and use of the Premises.

14.3 - Notice Regarding Hazardous Substances. Operator shall promptly notify District if it knows, suspects or believes, there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater or soil vapor on or under the Premises, or that Operator or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substances.

14.4 - Site Visits, Observations, and Testing. District and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking and removing solid or groundwater samples, and conducting tests on any part of the Premises. District is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by District shall result in a waiver of any default of Operator or impose any liability on District. In no event shall any site visit, observation or testing by District be a representation that Hazardous Substances are or are not present in, on or under the Premises or that there has been compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Operator nor any other party is entitled to rely on any site visit, observation or testing by District. District shall not be obligated to disclose to Operator or any other party any report or

finding made as a result of, or in connection with, any site visit, observation or testing by District. In each instance, District shall give Operator reasonable notice before entering the Premises or any other place District is permitted to enter under this section. District shall make reasonable efforts to avoid interfering with Operator's use of the Premises or any other property in exercising any right provided in this section.

14.5 - Environmental Concerns. Operator will comply with any District instructions regarding environmental concerns, regardless of whether based on specific law, regulation, or order of any governmental authority.

SECTION 15 - INSURANCE AND INDEMNIFICATION.

15.1 - Indemnification. Operator shall indemnify, defend, and hold District, its agents, and employees harmless from and against any and all liability, loss, suit, obligation, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorneys fees, consultants fees, experts fees, or costs incurred arising directly or indirectly from or connected with Operator's breach of this Agreement, Operator's use of the Premises, Operator's operations or employees. In the event that litigation over Operator's breach of this Agreement is instituted by District against Operator, then Operator shall only pay the foregoing sums if District prevails in such litigation. Operator shall give District reasonable notice of any such claims or actions. The obligations set forth in this section shall survive the expiration or early termination of this Agreement.

15.2 - Insurance. At no expense to District, Operator will secure and keep adequate insurance in force during this Agreement to protect District and Operator. Where specific limits are stipulated, they are the minimum acceptable limits. If Operator's insurance policy contains higher limits, District is entitled to coverage to the extent of the higher limits.

(a) Commercial general liability insurance with coverage limits not less than $1,000,000 combined single limit per occurrence where generally applicable, including products and completed operations, broad form property damage, blanket contractual, and personal injury endorsements.

(b) Worker's compensation insurance with coverage for all employees engaged in work under this Agreement.

15.3 - Proof of Insurance. By no later than the Effective Date, Operator will provide District with proof that it will have

continuous insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof of premium payment. All insurance required by this Section must meet the following requirements.

(a) Name District and its officers, agents, and employees as additional insureds on each policy of insurance listed above, except for the worker's compensation policy.

(b) Provide District notification at least one month before any termination, cancellation, or material change in insurance coverage. Where policies have normal expirations during the term of this Agreement or any extension thereof, written evidence of renewal shall be furnished to District not less than one month prior to such expiration.

(c) Include a waiver of subrogation for worker's compensation insurance, auto liability, and all-risk property insurance so that the insurer waives all rights of subrogation against District for payments made under the policy.
District.

(d) Be with a company or companies meeting the reasonable satisfaction of District.

15.4 - Revision of Requirements. The insurance coverage requirement does not relieve Operator of any other obligation under this Agreement. District may revise the amount or type of required insurance by written notice. District will base any such revision on reasonable grounds.

15.5 - Performance Bond. Concurrent with the execution of this Agreement, Operator shall furnish District with a bond for Operator's faithful performance of this Agreement in the principal sum of One Hundred Thousand Dollars ($100,000) issued by a surety company licensed to do such business in the State of California and meeting the reasonable satisfaction of District. This performance bond shall be maintained and kept by Operator in full force and effect from the date of signing this Agreement to the termination date of this Agreement; which performance bond shall be conditioned to insure the faithful and full performance by Operator of all the covenants, terms and conditions of this Agreement and to stand as security for the payment by Operator of all valid claims by District against Operator. If at any time this Agreement terminates or is terminated, there is due and owing to District any sum payable under the terms of this Agreement, or, if District has any claim against Operator arising out of this Agreement, then the principal sum or any part thereof shall be

applied in payment of the amount due or in settlement of the claim or claims by District against Operator.

SECTION 16 - CANCELLATION BY DISTRICT.

16.1 - Breach of Agreement. It is mutually understood and agreed that if any default be made in the payment of the fees or other charges herein provided or in the performance of the covenants, conditions, or agreements herein, or should Operator fail to fulfill in any manner the uses and purposes for which the Premises are provided as above stated, and such default shall not be cured within ten days after written notice thereof if default is in the submittal of a report or in the payment of any fees or other charges, or thirty days after written notice thereof if default is in the performance of any other covenant, condition or Agreement, District shall have the right to immediately terminate this Agreement. District shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from the detriment proximately caused by the Operator's failure to perform its obligations under the Agreement or which in the ordinary course of things would be likely to result therefrom. In the event of the termination of this Agreement pursuant to the provisions stated, District shall have any rights to which it would be entitled in the event of the expiration or sooner termination of this Agreement under the provisions stated therein or as otherwise provided by law.

16.2 - Waiver. Operator will not construe any waiver by District of any default on the part of Operator in the performance of any provision, covenant, or condition to be performed, kept, or observed by Operator as a waiver by District at any time thereafter of any other default or subsequent default in performance of any provision, covenant or condition of this Agreement. The waiver of any right or obligation under this Agreement is not effective nor binding on Operator unless it is in writing and signed on behalf of District.

16.3 - Additional Rights of District. On cancellation of this Agreement District may permit any person, firm, or corporation to enter on or use the Premises. Others may occupy any part of the Premises or the entire Premises or a part of the Premises together with other space for a period of time the same as or different from the balance of the time remaining in this Agreement, and on terms and conditions the same as or different from those set forth in this Agreement. District may also repair or make any structural or other change in the Premises that may be necessary, in the District's sole determination, to maintain the suitability of the Premises for uses similar to those granted under this Agreement without affecting, altering, or diminishing the obligations of

Operator under this Agreement. District will charge Operator the cost of these repairs and operator will pay these repairs within one month of the billing date.

16.4 - Waiver of Redemption. Operator waives any right of redemption granted by or under any present or future law or statute if Operator is dispossessed for any cause, or if District obtains or retains possession of the Premises in any lawful manner.

16.5 - Surrender of Possession on Cancellation. Operator will yield possession of the Premises to District on the cancellation date of this Agreement promptly, peaceably, quietly, and in good order and condition, reasonable use and wear-and-tear excepted. Operator will cooperate with District and any replacement operator to facilitate an efficient transfer.

SECTION 17 - CANCELLATION BY OPERATOR. Operator may cancel this Agreement by giving District thirty days advance written notice if any of the following events occur:

(a) The permanent abandonment of the Airport by all passenger airlines or the removal of all airline passenger service from the Airport for a period of at least three consecutive months.

(b) The lawful assumption by the United States government or its authorized agent, of the operation, control, use of the Airport, or any substantial part of the Airport, that restricts Operator from operating its business under this Agreement for a period of at least three consecutive months.

(c) A court of competent jurisdiction issues an injunction that prevents or restrains the use of the Airport by all airlines, provided the injunction remains in force for at least three consecutive months.

District will allow Operator a maximum of five calendar days after the end of the Operator's thirty day advance written notice period to remove all of its personal property, equipment, furniture, and fixtures from the Premises. Operator acknowledges that as part of the consideration for this Agreement, all property remaining on the Premises after these five calendar days becomes the sole property of District, with full title vested in District. District may remove, modify, sell or destroy the property as it sees fit. Operator will pay District for any cost District incurs in property removal and disposal within one month of the billing date.

SECTION 18 - SUBSEQUENT CONTRACT. Operator acknowledges that on the expiration or cancellation of this Agreement, District may award any subsequent parking facility contract by any legal means then available to District. Operator understands that it is neither practical nor possible for District to predict the exact transition schedule and procedure to best serve the needs of the traveling public and District at the expiration or Operator cancellation of this Agreement. District will provide Operator a written notice of the transition plan determined by District to best serve the needs of the traveling public and District at least one month before turning the business over to a succeeding operator. Operator will diligently execute the transition plan determined by District, abide by its time schedule, and cooperate with District and the succeeding operator in carrying out the transition plan. In any dispute between Operator and the succeeding operator during the transition period, Operator will abide by the decision of District.

SECTION 19 - ASSIGNMENT.

19.1 - Prohibition. Operator will not mortgage, hypothecate, nor otherwise encumber or assign the rights created under this Agreement, in whole or in part, without the advance written consent of District. Any attempt to assign, mortgage, hypothecate, or encumber the operating rights, or other violation of this Section is void and will confer no right, title or interest in nor to this Agreement, in any assignee, mortgagee, encumbrancer, pledgee, lienholder, successor or purchaser. Under no circumstances will Operator mortgage, hypothecate, nor otherwise encumber or assign the Gross Revenues, the Percentage Fee or Monthly Guarantee.

19.2 - Merger, Consolidation or Reorganization. District will not unreasonably withhold its consent to an assignment of this Agreement by Operator to a corporation that results from a merger, consolidation or reorganization of Operator, to a corporation that purchases all or substantially all of the assets of Operator or to any corporation that controls or is controlled by or is under common control with Operator. For purposes of this section, control of any corporation is deemed vested in the person or persons owning more than half of the voting power for the election of the board of directors of the corporation.

SECTION 20 - GENERAL COVENANTS.

20.1 - Notices. Wherever notice is required by the terms of this Agreement, notice shall be deemed complete upon personal service of written notice upon the Party to whom such notice is given or such notice may be given by prepaid U.S. first-class mail

addressed to District at 200 Fred Kane Drive, Suite #200, Monterey, California, 93940 or addressed to Operator at 2000 Republic Centre, Chattanooga, Tennessee, 37450 and such notice shall be deemed complete upon deposit in the United States mail within the State of California.

20.2 - Modification. Operator acknowledges that District may modify this Agreement to meet the revised requirements of federal or state grants, to operate the Airport, or to conform to the requirements of any bond covenant to which District is a party. District may make these modifications without formal amendment. However, a modification may not reduce the rights or privileges granted Operator under this Agreement or cause Operator financial loss.

20.3 - No Partnership. District is not in any way or for any purpose a partner to Operator in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with Operator. The provisions of this Agreement relating to the fees payable hereunder are included solely for the purpose of providing a method whereby such fees are measured and ascertained.

20.4 - Interrelationship of Provisions. All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the Parties.

20.5 - Validity of Parts. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition shall be valid and enforced to the fullest extent possible permitted by law.

20.6 - Entire Agreement. This Agreement sets forth all the covenants, agreements and conditions between District and Operator concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings either oral or written between them. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon District or Operator unless reduced to writing and signed by each of them.

20.7 - Holding Over. If Operator holds over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement regardless of any payment accepted by District. The Operator's obligations to perform under this Agreement will continue until District terminates this Agreement. District may terminate this Agreement

at any time by giving Operator at least ten calendar days written notice. Unless otherwise mutually agreed by both Parties, payment for any holdover period is the greater of the Monthly Guaranty or the Percentage Fee set forth in this Agreement.

20.8 - Interference. At District's request, Operator will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, navigation aid, or other equipment until the cause of the interference is eliminated.

20.9 - Surrender of Possession. Operator will yield possession of the Premises to District on the date of expiration of this Agreement promptly, peaceably, quietly, and in good order and condition, reasonable use and wear-and-tear excepted.

20.10 - No Waiver. If District does not insist in any one or more instances on the strict performance by Operator of any provision set forth in this Agreement, it is not a waiver or relinquishment for the future, but the provision will continue in full force. A District waiver of any provision in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of District.

20.11 - Condemnation. This Agreement ends on the date Operator is required to leave the Airport if any proper authority condemns the Airport. District is entitled to all condemnation proceeds.

20.12 - Captions. The captions of the sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any section. The use of the singular or plural form of words is intended to include both the singular and plural, as appropriate.

20.12 - Tense, Number and Gender. Each number, tense and gender used in this Agreement shall include any other tense, number or gender where the context and the parties hereto or the context and references therein shall require. If Operator shall consist of more than one person, all of the terms, covenants and conditions of this Agreement shall be joint and several as to Operator.

20.13 - Force Majeure. Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the

performance by such Party for a period equal to any such prevention, delay or stoppage, except for the obligation imposed with regard to rental and other charges to be paid by Operator pursuant to this Agreement.

20.14 - Time. Time is of the essence in the performance of all rights and obligations of the Parties to this Agreement.

20.15 - Disputes. The laws of the State of California shall govern the validity, performance, interpretation and enforcement of this Agreement. The Parties will bring any lawsuit concerning this Agreement or their rights and obligations hereunder before the Superior Court for the County of Monterey.

20.13 - Nondiscrimination. The Standard Nondiscrimination and Airport Development Provisions for Agreements attached hereto as Exhibit "E" are incorporated herein by this reference. Operator's failure to abide by the requirements set forth therein shall constitute a breach of the terms of this Agreement in like manner as if the same were contained herein as covenants and conditions.

20.14 - Exhibits Incorporated. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement by reference as though fully set forth herein, whether or not actually attached.

20.15 - Counterpart Copies. This Agreement may be signed by any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated.

DISTRICT:
MONTEREY PENINSULA AIRPORT DISTRICT

By: Richard D Searle
Richard D. Searle

Its: Chairman, Board of Directors

A T T E S T

Barbara Sadler
Barbara Sadler,
District Secretary

OPERATOR:
REPUBLIC PARKING SYSTEM, INC.

By: _____

Its: EXECUTIVE VICE PRESIDENT

ATTEST

_____

By: VICE PRESIDENT, AIRPORT DIVISION

Its:

EXHIBIT "A"

DESCRIPTION OF PREMISES

See Map on Next Page

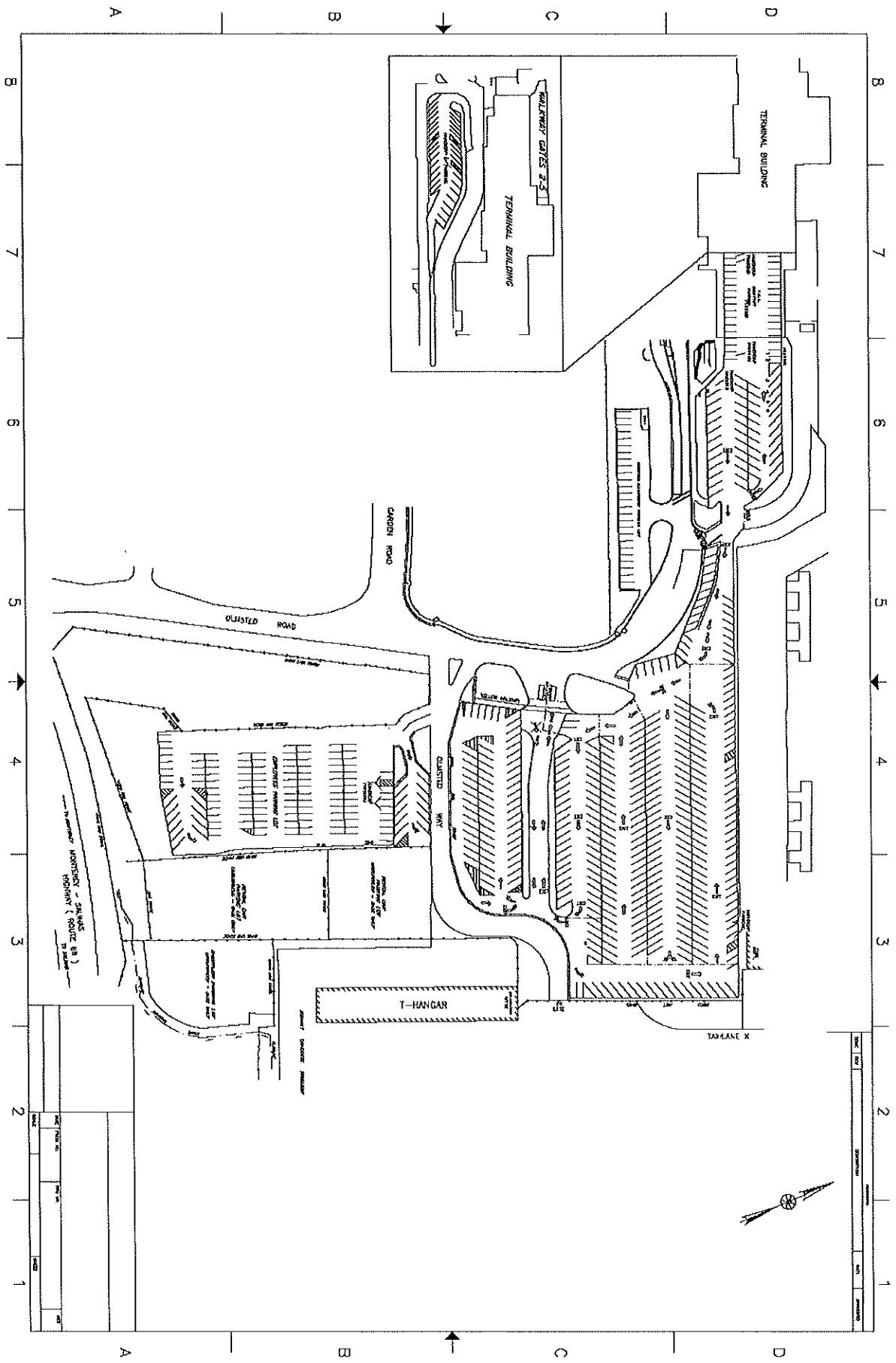

TERMINAL BUILDING
RAILROAD GATES 2-3
TERMINAL BUILDING
GARDEN ROAD
OLMSTED ROAD
OLMSTED WAY
T-HANGAR
TAXILANE X

EXHIBIT "B"

OPERATOR'S PROPOSAL

September 7, 2005

Mr. Thomas E. Greer
General Manager
Monterey Peninsula Airport District
200 Fred Kane Drive, Suite 200
Monterey, California 93940

Dear Tom:

Republic Parking System is privileged to have served Monterey Peninsula Airport for nearly twenty-five years. We greatly value our partnership and trust that we are providing a quality service with the personal attention and care that has earned Republic Parking System the best reputation in the parking industry.

We are providing this proposal to extend and renew our existing services with the Airport. We have focused on two items as key components of this proposal. They include:

- Investing in new revenue control and parking equipment
- Investing in our existing staff and providing additional staffing

Equipment Investment

The existing parking equipment is in need of replacement. Additionally, there is a need to modernize the equipment, revenue control system, and the methods in which the parking patrons make payment. We recommend installing the Ticket In/ Credit Card Out (TICO) payment system at both the lower short term parking lot and the upper exit plaza. A description of the TICO system follows:

Ticket In/ Credit Card Out (TICO) Description

The TICO system allows a customer to enter the parking facility by pulling a parking ticket. The parking ticket's magnetic strip holds the entry date and time. Upon exiting the facility, the customer inserts the ticket in the TICO exit reader, the reader displays the fee; the customer inserts their credit card; the system automatically charges the credit card; it prints and dispenses a receipt, and opens the gate for the customer to exit. This transaction negates the need for a cashier, improves speed and accuracy, and provides better revenue control because the revenue goes directly to the bank. The system not only reduces the transaction time for the patrons using the system, but also reduces the exit line at the existing cashier lane due to the diverted traffic.

A three-lane exit station in Killeen, Texas. Center and right lanes have booths with cashiers, a cashier-less TICO exit is in the far left lane.

The purpose of a Ticket In/Credit Card Out (TICO) system is to allow customers to exit the lot in a cashier-less lane. At Monterey Peninsula Airport, we would install a TICO lane in the upper parking plaza at the middle exit lane (the existing left exit lane if driving toward the exit). The right lane would continue to have a cashier in the booth for customers who prefer not to use the automated exit. In the lower lot, we would install the TICO system and eliminate the cashier. The outcome of this enhancement will create additional exit speed for customers and alleviate traffic build-up during peak travel times. Also, a cashier-less system simplifies the parking exit process for the business traveler.

A customer inserts her parking ticket into a TICO exit machine. The exit reader displays the fee, the customer then inserts her credit card, the system automatically charges the credit card, it prints and dispenses a receipt, and opens the gate for the customer to exit.

Republic Parking System has worked with fifteen airports on installing cashier-less parking systems such as the TICO system. More than twenty percent of our clients currently use a cashier-less system and the industry trend is toward more automated systems. Some of the airports where we have purchased, installed, and currently operate TICO systems are:

Augusta Regional Airport (GA)
Dayton International Airport (OH)
Grand Forks Regional Airport (ND)
Melbourne International Airport (FL)
Stewart-Newburg International Airport (NY)
Durango–LaPlata County Airport (CO)
Yuma County Airport (AZ).
Columbia Metropolitan Airport (SC)
Daytona Beach International Airport (FL)
Greenville-Spartanburg International Airport (SC)
South Bend Regional Airport (IN)
Toledo Express Airport (OH)
Fort Smith Regional Airport (AR)

During the next few months we will be installing the system at Northwest Arkansas Regional Airport in Bentonville, Arkansas, the new terminal at Meadows Field in Bakersfield, California, and Charles M. Schulz Airport in Sonoma County, California.

Face of a TICO exit system installed at Durango La Plata County Airport in Durango, Colorado.

The total cost of the equipment is just more than $130,000. This includes upgrading the existing fee computer and replacing all of the other parking equipment. We would also add an exit gate at the far left upper parking lot exit plaza (as the driver is exiting the parking plaza) to enable airport vehicles to use that exit specifically and avoid being counted in the revenue control system. Republic Parking System will make the complete equipment investment and pay for all the installation. We would expect the Airport to cover the cost of moving the proximity card system reader for Airport vehicles to the new exit, any concrete work that may be required for additional islands or equipment pads, and cover the cost of cutting and installing any new induction and arming loops necessary for the new equipment. We would expect the Airport's cost for these changes to be less than $10,000.

We may also have to add two parking ticket validators – one for the Airport Administration office and one for the Golden Tee restaurant. The cost for each of these validators will be approximately $5,000. RPS will include this cost in its investment. We would expect the existing parking booth in the lower short term lot to remain so that we can appropriately house the computer equipment required for the entire project.

Republic Parking System's costs and the breakdown of the equipment is detailed on the following page.

Staff Investment

Along with upgrading the equipment, Republic Parking System will upgrade the competence of our existing staff. We will do this in several ways. We will recruit and hire a more experienced manager. We will retain Larry Eady in an assistant manager role. Due to recent and continued growth, we suggest moving to a twenty four hour/ seven day per week work schedule.

We will commit to provide greater on-the-job training for our staff by having our Regional Manager conduct training sessions at a minimum of once each quarter. Additionally, we will invest in training our new manager and Larry Eady by having our Senior Vice President of Human Resources visit Monterey to provide additional HR and Revenue Control training. Finally, to help provide a broader education of revenue control and parking we will have our new manager and Larry Eady visit some of our other airport parking locations to train at those sites.

I have attached a copy of the staffing schedule on the following page.

Summary

Republic Parking System will cover the cost of the equipment, the increased labor costs, and the increased support and training. We will make all of the investments we mentioned in this proposal and not pass any of them on to the airport. We will depreciate the equipment on a ten-year straight-line basis. In return, we request our contract be extended for ten years.

We are committed to Monterey Peninsula Airport. We have the resources to deliver all of the commitments we have made and are indeed, looking forward to implementing them and enhancing our relationship.

I look forward to discussing this proposal with you further next week. In the meantime, please do not hesitate to contact me if I can be of any assistance.

Sincerely,

Bob Linehart
Vice President, Airport Division

EXHIBIT "C"

PARKING RATES IN EFFECT AT COMMENCEMENT OF AGREEMENT

On Wednesday, June 14, the Monterey Peninsula Airport District Board approved a parking rate change to be effective July 1, 2006. The rate approved is:

Monterey Peninsula Airport – Monterey, CA

Short Term		**Long Term**	
$1	per 30 minutes	$1	per 30 minutes
$16	24 hour maximum	$8	24 hour maximum

NUMBER OF PAID PUBLIC PARKING SPACES ON PREMISES AT COMMENCEMENT OF AGREEMENT

Long Term Lot	324
Short Term Upper Lot	98
Short Term Lower Lot	33
Employee/ Overflow Lot	131
TOTAL PARKING SPACES:	586

EXHIBIT "D"

LIST OF PERSONS AUTHORIZED TO PARK WITHOUT CHARGE

- Airport District Board Members
- Airport Executive Staff
- Airport District Police and Emergency Staff - on Airport Business only
- Republic Parking System Employees - on Airport Business only
- Service and Delivery Personnel - on Airport Business only
- Personnel on Airport Business

EXHIBIT "E"

STANDARD NONDISCRIMINATION AND AIRPORT DEVELOPMENT PROVISIONS FOR AGREEMENTS

1. Operator for himself/herself/itself and all heirs, personal representatives, successors in interest, and assigns, as a part of the consideration for the Agreement to which these Standard Nondiscrimination And Airport Development Provisions For Agreements are attached or made a part (hereinafter, the "Agreement"), does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Agreement (the "Premises") for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Operator for himself/herself/itself and all personal representatives, successors in interest, and assigns, as a part of the consideration for the Agreement, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. Operator for himself/herself/itself and all personal representatives, successors in interest, and assigns, as a

part of the consideration for the Agreement, does hereby covenant and agree as a covenant running with the land that in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate the Agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Operator shall furnish all accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of the Agreement and in the event of such non-compliance District shall have the right to terminate the Agreement and the estate thereby created without liability therefore or at the election of District or the United States either or both said governments shall have the right to judicially enforce these provisions.

6. Operator agrees that Operator shall insert the above five provisions in any sublease, lease agreement or other contract by which Operator grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.

7. Operator assures that Operator will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that Operator will require that Operator's covered suborganizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Monterey Peninsula Airport (the

"Airport") as District sees fit, regardless of the desires or view of Operator and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Operator in this regard.

10. The Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States, relative to the development, operation or maintenance of the Airport.

11. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation of the Airport.

12. Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

13. Operator by accepting the Agreement expressly agrees for himself/herself/itself and all successors and assigns that Operator will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which would exceed the height limits of Part 77 of the Federal Aviation regulations. In the event the aforesaid covenants are breached, District reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Operator.

14. Operator by accepting the Agreement expressly agrees for himself/herself/itself and all successors and assigns that Operator will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Monterey Peninsula Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the

Premises and cause the abatement of such interference at the expense of Operator.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. The Agreement and all the provisions thereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

17. The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

COPY

FIRST AMENDMENT
TO PARKING OPERATIONS AGREEMENT FOR OPERATION AT THE MONTEREY REGIONAL AIRPORT

This First Amendment to the Parking Operations Agreement ("Agreement") for Operation at the Monterey Regional Airport is made and entered into this 12th day of February, 2014, by and between Monterey Peninsula Airport District ("District") and Republic Parking System, ("Operator").

WHEREAS, District and Operator have entered into an Agreement for Operation at the Monterey Regional Airport, dated July 1, 2006 ("the Original Agreement");

WHEREAS, Operator is in compliance with the Agreement, is current in payment of all rents, fees and other sums accruing under the Agreement, and is not in default of any provision of the Agreement;

WHEREAS, Operator desires to update equipment which will require a substantial capital investment;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Term**. The term of the Lease shall be extended for five (5) years commencing July 1, 2016 and expiring June 30, 2021. Subject to the faithful performance of all of the terms and conditions of this Lease, and within six months prior to June 30, 2021, the Operator may request an additional five year extension to this Agreement to continue through June 30, 2026, based upon the mutual agreement of the Operator and District at the time of the request.

2. **Capital Investments.**

   a. Operator shall make a Capital Investment in a Parking and Revenue Control System (PARCS) as detailed in Exhibit A of this First Amendment. The estimated cost of the capital investment is $298,254, and the Capital Investment shall be installed no later than June 30, 2014.

   b. Operator shall amortize its Capital Investment on a straight-line basis for a period of ten years. If District elects not to exercise its second five (5) year option or in the event this Agreement should be terminated by the District for any reason other than non-payment by Operator prior to the expiration of said ten year amortization period the District hereby agrees to reimburse Operator the unamortized amount of Operator's Capital Investment as of the date of such termination. Reimbursement of the unamortized cost of Operator's Capital Investment shall be made within thirty (30) days after the District receives Operator's statement showing the computation and the amount owed to Operator. If such reimbursement is not made when due, then Operator may deduct any portion of such unamortized amount from fees otherwise due the District hereunder, and pursue any and all remedies

available at law or in equity to recover such amount from the District.

3. **Minimum Wage and Government Mandated Adjustments.**

It is recognized by both parties hereto that there may be future increases in the local, state, and federal minimum wages or other mandated governmental payroll taxes or employee benefits required by Operator to offer its employees. If, an increase mandated by local, state, or federal law occurs in the existing minimum wage; or Operator is mandated by governmental action to provide other employee associated taxes, benefits, or compensation, Operator shall detail said cost of wages, taxes, benefits, or compensation of its employees serving District and be entitled to deduct actual costs from lease payments.

4. **Compliance with ACDBE Objectives.**

Operator shall include ACDBE objectives in its contracts for installation and operation of the Capital Improvements outlined in Paragraph 2 of this Amendment. The District shall monitor and/or audit Operator annually for compliance with the District's ACDBE objectives. In the event that Operator is not in compliance with the District's ACDBE objectives, the District shall notify Operator in writing and provide 30 days following mailing of the notice to cure its non-compliance. If Operator continues to not comply with the District's ACDBE objective after expiration of the 30 day notice period, such failure to comply shall be treated as a material default under the Agreement.

Except as specifically modified or supplemented by this First Amendment, the terms and provisions of the Agreement shall continue to be in full force and effect.

In witness whereof, the parties have executed this First Amendment on the dates below indicated.

District: Monterey Peninsula Airport District

By: CARL M. MILLER
Its: Chairman, Board of Directors

Dated: 2-12-14

Attest:

By: TONITA POSEY
Its: District Secretary

Operator: Republic Parking System, Inc.

By: ROBERT V LINCHART JR.
Its: EXECUTIVE VICE PRESIDENT

Dated: 2.12.14

Attest:

By: CHARLES R. HAYES
Its: SR Deputy General Manager
Monterey Peninsula Airport District

EXHIBIT A

Monterey Regional Airport

Item	Location/ Function	Quantity
Ticket Dispenser	Short Term Entrance	1
Gen 2 Transit UHF Reader, mounting kit, hood	Short Term Entrance	1
Barrier Gate	Short Term Entrance	1
Loop Detector	Short Term Entrance	3
Barrier Gate - Free Flow	Exit Short to Long	1
Loop Detectors	Exit Short to Long	2
Intercom at entry	Short Term Entrance	1
Ticket Dispenser	Long Term Entrance	1
Gen 2 Transit UHF Reader, mounting kit, hood	Long Term Entrance	1
Gen 2 Transit UHF Reader, mounting kit, hood	Employee Entrance	1
Barrier Gate	Long Term Entrance	1
Barrier Gate	Employee Entrance	1
Loop Detectors	Long Term and Employee Entr.	6
Intercom at entry	Long Term and Employee Entr.	2
Fee Computer	Upper Level Exit Plaza	2
Gen 2 Transit UHF Reader, mounting kit, hood	Upper Level Exit Plaza	2
Barrier Gate	Upper Level Exit Plaza	3
Loop Detector	Upper Level Exit Plaza	6
TICO Exit Unit	Upper Level Exit Plaza	1
Central Management Server and software	Upper Level Exit Plaza	1
DataCap TwinTran	Upper Level Exit Plaza	1
License Plate Inventory System (2 Handheld Units)	Upper Level Exit Plaza	2
Non resettable counter	Upper Level Exit Plaza	3
Intercom at exits	Upper Level Exit Plaza	3
Intercom Master Station	Upper Level Exit Plaza	1
Ticket Dispenser	Premium Lot Entrance	1
Barrier Gate	Premium Lot Entrance	1
Loop Detector	Premium Lot Entrance	4
TICO Exit Unit	Premium Lot Exit	1
Barrier Gate	Premium Lot Exit	1
Loop Detector	Premium Lot Exit	2
Pay Station with Bill Accept, Credit Cards, intercom	Premium Lot Exit	1
7.8' x 5.6' Pat Station Shelter with swing door	Premium Lot Exit	1
Non resettable counter	Premium Lot Exit	1
Intercom at entry/exit/pay station	Premium Lot	3
UHF Winfshield Tamperproof W26-FC (AVI Tags)		250
Wireless Bridge	Prem Lot to Upper Level	2
Fiber Optic Converters	All	5
Ethernet Suppression Devices	All	20
Spare Parts	Gate Arms	4
	DP Magnetic Head	2
	DP Print Head	2

COPY

SECOND AMENDMENT

TO PARKING OPERATIONS AGREEMENT FOR OPERATION AT THE MONTEREY REGIONAL AIRPORT

This Second Amendment to the Parking Operations Agreement ("Agreement") for Operation at the Monterey Regional Airport is made and entered into this 6th day of July, 2016 by and between Monterey Peninsula Airport District ("District") and Republic Parking System, LLC ("Operator").

WHEREAS, District and Operator have entered into an Agreement for Operation at the Monterey Regional Airport, dated July 1, 2006 ("the Original Agreement");

WHEREAS, Operator is in compliance with the Agreement, is current in payment of all rents, fees and other sums accruing under the Agreement, and is not in default of any provision of the Agreement;

WHEREAS, Republic Parking System, Inc. has recently changed its name to Republic Parking System, LLC; and

WHEREAS, Operator desires to update equipment which will require a substantial capital investment;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Capital Investments.**

   a. Operator shall make a Capital Investment in a Parking and Revenue Control System (PARCS) by purchasing and installing a Data Park Pay-in-Lane device in the upper level exit plaza. The estimated cost of the capital investment is $45,925.

   b. Operator shall make said investment at no cost to District. Operator shall amortize its Capital Investment on a straight-line basis for a period of five years. If District elects not to exercise its second five (5) year option or in the event this Agreement should be terminated by the District for any reason other than non-payment by Operator prior to the expiration of said five year amortization period, the District hereby agrees to reimburse Operator the unamortized amount of Operator's Capital Investment as of the date of such termination. Reimbursement of the unamortized cost of Operator's Capital Investment shall be made within thirty (30) days after the District receives Operator's statement showing the computation and the amount owed to Operator. If such reimbursement is not made when due, then Operator may deduct any portion of such unamortized amount from fees otherwise due the District hereunder, and pursue any and all remedies available at law or in equity to recover such amount from the District.

2. **Fees and Payments.**

a. Once Pay-in-Lane device is installed and operational, Operator shall eliminate seven (7) daily hours of cashier time per day from the upper level exit plaza. Within four weeks subsequent to eliminating said daily cashier hours, Operator shall offer District the following monthly financial credits and remuneration:

1. Eliminate its $950 monthly labor credit currently being deducted from the monthly rental payment.
2. Add $500 to the monthly rental payment in the form of a labor payment subsidy.
3. Operator shall forego and waive its $542 monthly labor credit that was due in 2016 as a result of the California minimum wage adjustment enacted on January 1, 2016. By waiving the 2016 adjustment, Operator does not commit to waiving the 2017 or subsequent future adjustments.

2. **Parking Rates.**

a. The current parking rate schedule is as follows:

Short Term Lot
$2 per 30 minutes
$20 daily maximum

Premium Lot
Free - first 30 minutes
$3 per 30 minutes
$24 daily maximum

Long Term Lot
$1 per 30 minutes
$12 daily maximum

b. Effective July 1, 2016 the parking rate schedule shall be:

Short Term Lot
$2 per 30 minutes
$24 daily maximum

Premium Lot
Free - first 30 minutes
$3 per 30 minutes
$24 daily maximum

Long Term Lot
0 to 30 minutes - $1
31 to 60 minutes - $2
61 to 90 minutes - $3
1.5 to 2 hours - $5
2 to 2.5 hours - $7
2.5 to 3 hours - $9
3 to 24 hours - $13

Except as specifically modified or supplemented by this Second Amendment, the terms and provisions of the Agreement shall continue to be in full force and effect.

In witness whereof, the parties have executed this Second Amendment on the dates below indicated.

District: Monterey Peninsula Airport District

By: Michael La Pier
Its: Executive Director

Dated: 7/6/2016

Attest:

By: Scott E. Huber
Its: Legal Counsel

Operator: Republic Parking System, LLC

By: Robert Linehart, Jr.
Its: Executive Vice President

Dated: 7.7.16

Attest:

By:
Its: Administrative Assistant

MONTEREY
REGIONAL AIRPORT

CALPERS Unfunded Accrued Liability

FISCAL YEAR 2020

Review GASB 68 Pension Liability Terms

- CALPERS Retirement Pools (Miscellaneous and Safety - Police and Fire)
- CALPERS Retirement Groups (Classic and PEPRA)
- Net Pension Liability (NPL) (Current and Retired Employees)
- Market Value of Pension Invested Assets
- Return on Retirement Investments (ROI)
- CALPERS Discount Rate (For Projecting Employer and Employee Contribution Rates)
- Unfunded Accrued Liability (UAL)

What is the Unfunded Accrued Liability (UAL)?

	Miscellaneous Pool	Safety Pool	Total Pools
Net Pension Liability	(10,659,228)	(24,926,161)	(35,585,389)
Market Value of Assets	8,190,699	17,801,717	25,992,416
Unfunded Account Liability	(2,468,529)	(7,124,444)	(9,592,973)
Funded Status	-76.8%	-71.4%	-73.0%

From the FY 2020 Audited Financial Statements

What did CalPERS do about UAL?

On December 21, 2016, the CALPERS Board of Administration voted to lower the discount rate from 7.5% to 7% over the next three to five years.

This incremental lowering of the discount rate would give employers time to prepare for the changes in employer contribution costs.

CALPERS Approved Discount Rate Changes

The discount rate changes approved by the CALPERS Board, for the next three fiscal years (FY), are as follows:
For public agency and school employers:
FY 2018-19: 7.375%
FY 2019-20: 7.25%
FY 2020-21: 7.00%

Impact of the Change in ROI and Discount Rates

Year	2015	2016	2017	2018	2019	2020	Average ROI
CALPERS Actual ROI	2.40%	0.06%	11.20%	8.60%	6.70%	4.70%	5.61%
CALPERS Discount Rate	7.50%	7.50%	7.50%	7.35%	7.25%	7.00%	7.35%
Difference	-5.10%	-7.44%	3.70%	1.25%	-0.55%	-2.30%	-1.74%

Impact of CALPERS Discount Rate on the District

Fiscal Year		Pension Liability
2015		5,177,620
2016		5,890,721
2017		7,660,368
2018		8,866,133
2019		8,886,130
2020		9,592,973

CALPERS UAL Recovery Plan

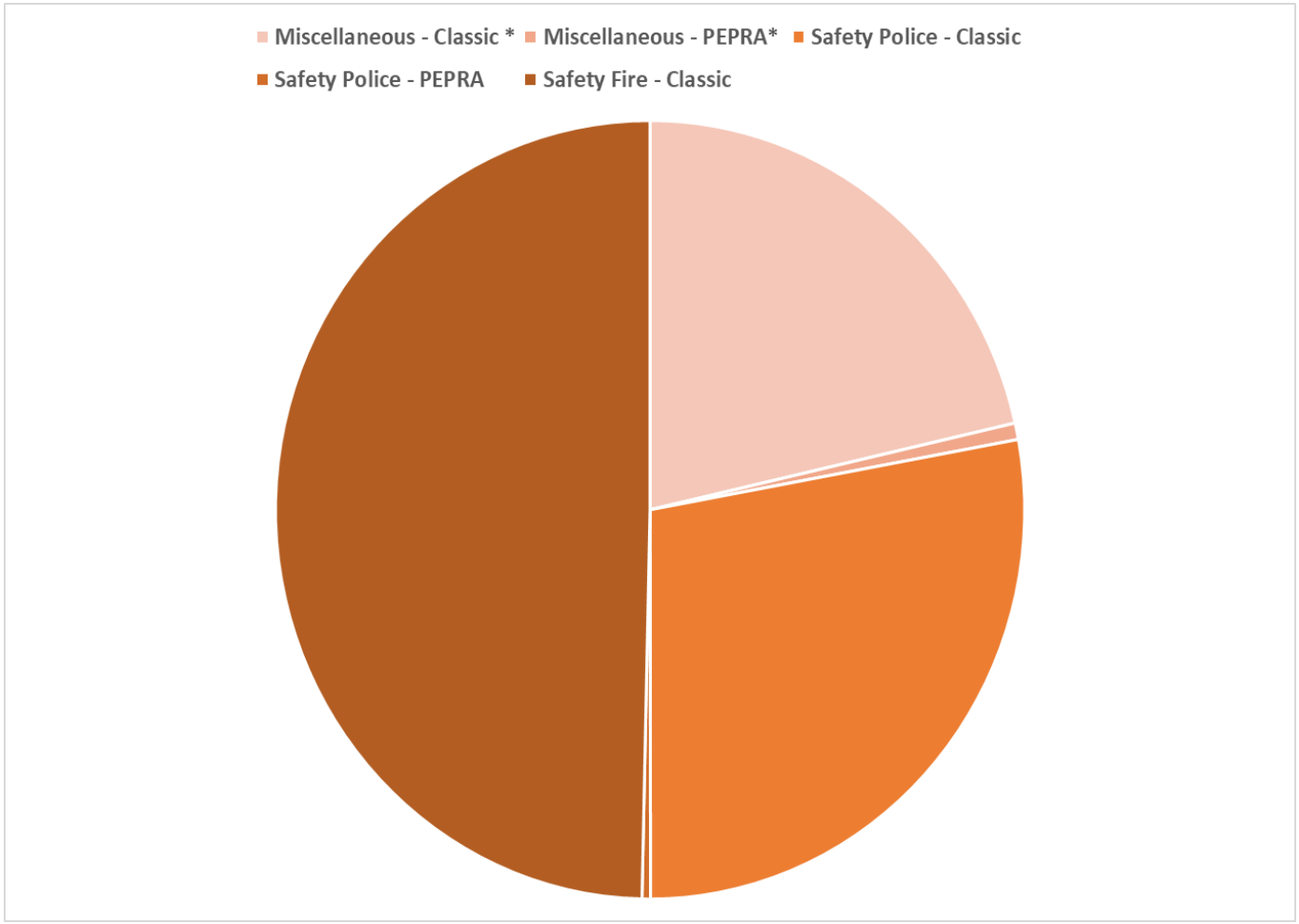
The difference between expected ROI on retirement assets and the planned Discount Rate will be recovered by amortizing the Employer UAL through scheduled annual payments.

The five-year ramp up means the payments in the first four years of the amortization schedule are 20%, 40%, 60%, and 80% of the ultimate payment, which begins in year five. The five-year ramp up means that the reverse is true and the payments in the final four years are ramped down by the above percentages.

CALPERS Unfunded Account Liability and Employer Contribution Rates

EMPLOYER PAYMENT OF UNFUNDED LIABILITY - NET PENSION LIABILITY										
	ACTUAL FY 2017	ACTUAL FY 2018	ACTUAL FY 2019	ACTUAL FY 2020	ACTUAL FY 2021	ACTUAL FY 2022	ESTIMATED FY 2023	ESTIMATED FY 2024	ESTIMATED FY 2025	ESTIMATED FY 2026
EMPLOYEE PLAN										
Miscellaneous - Classic	$ 66,569	$ 85,046	$ 113,335	$ 143,406	$ 166,303	$ 198,996	$ 208,946	$ 219,393	$ 230,363	$ 241,881
Miscellaneous - PEPRA	178	53	442	1,066	5,823	6,366	$ 6,684	$ 7,019	$ 7,369	$ 7,738
Safety Police - Classic	69,822	87,070	112,108	139,738	161,160	258,946	$ 271,893	$ 285,488	$ 299,762	$ 314,750
Safety Police - PEPRA	37	116	345	654	2,733	3,428	$ 3,599	$ 3,779	$ 3,968	$ 4,167
Safety Fire - Classic	204,836	245,894	302,786	395,307	398,865	461,306	$ 484,371	$ 508,590	$ 534,019	$ 560,720
	$ 341,442	$ 418,179	$ 529,016	$ 680,171	$ 734,884	$ 929,042	$ 975,494	$ 1,024,269	$ 1,075,482	$ 1,129,256
UAL Monthly Amortization	$ 28,454	$ 34,848	$ 44,085	$ 56,681	$ 61,240	$ 77,420	$ 81,291	$ 85,356	$ 89,624	$ 94,105
UAL Year to Year Change		$ 76,737	$ 110,837	$ 151,155	$ 54,713	$ 194,158	$ 46,452	$ 48,775	$ 51,213	$ 53,774

UAL Impact by Retirement Pools Groups



What can be done to Mitigate UAL

- **District should prepay the annual UAL payment (saves 3.85%)**
- **Consider establishing an IRC 115 Trust as a hedge to CALPERS investment performance.**

AGENDA ITEM: G-4
DATE: May 19, 2021

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Resolution No. 1800, A Resolution of the Monterey Peninsula Airport District Amending Resolution Nos. 1774, 1775 and 1793 Related to CARES and CRRSA Act Relief for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants

BACKGROUND. As a result of the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") was passed and signed into law. The CARES Act provided grants for airports with commercial airline service, to enable the commercial airports to remain self-sufficient. The CARES Act, among other things, was intended to provide relief to certain air travel related companies and tenants due to the reduced revenues resulting from the pandemic related reduction in commercial air travel. The CARES Act enables airports to postpone and abate rent for aviation related tenants in some circumstances.

On April 15, 2020, the Board of Directors (Board) approved Resolution No. 1772, which authorized the Airport to receive designated funds from the CARES Act for utilization by the Airport pursuant to FAA authorized purposes, one of which is to assist tenants with rent relief of some type. The FAA has issued an informational document titled *Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations*, which specifically addresses the potential for rent abatement for aviation-related users at commercial airports. The proposed rent abatement complies with the FAA guidelines.

The Board adopted Resolution No. 1774 on May 13, 2020 related to the abatement of rents for Tier 1 aviation related tenants. The approved aviation related tenants' abatements began May 1, 2020 and ended October 31, 2020. Additionally, for restaurant related Tier 1 tenants, the rent abatement began April 1, 2020 and ended October 31, 2020, based upon current economic conditions.

The Board adopted Resolution No. 1775 on May 28, 2020 for the abatement of rent for Tier 2 FBO aviation related tenants. The approved aviation related tenants' abatements began May 1, 2020 and ended October 31, 2020.

The estimated total of Resolution No. 1774 Tier 1 and Resolution No. 1775 Tier 2 abatements was approximately $1,095,651.

In October, the pandemic continued to impact commercial air travel and Tier 1 and Tier 2 airport tenants. On October 14, 2020, the Monterey Peninsula Airport Board approved an extension of the Tier 1 and Tier 2 abatements from November 1, 2020 to February 28, 2021. The totals of these abatements were estimated to be $648,360.

The Board adopted Resolution No. 1793 on February 21, 2021 to extend abatements of rent for Tier 1 and Tier 2 tenants with adjustments-based changes in the aviation industry. The approved aviation related tenant abatements were extended from March 1, 2021, ending May 31, 2021.

DISCUSSION. In March 2021, the commercial airline industry showed modest growth and forecasted improvements as COVID-19 cases decreased and vaccination rates among the traveling public increased. Tenant sales and traveler counts were analyzed, and the airport staff recommends cancelation of most abatements with the exception the Tier 1 Terminal Restaurant and Gift Shop concessioners. Airport staff recommends extending the Tier 1 Terminal Restaurant and Gift Shop concession abatements from June 1, 2021 to July 31, 2021. The estimated total of the abatement extensions is approximately $11,745.

In the event that economic conditions improve, the Executive Director requests the authority to terminate the rent abatement before the July 31, 2021 end date. The abatements will be reanalyzed in July 2021 to determine whether any extension of the rent abatement is warranted. If any extension is warranted, this matter would come back to the Board for further action.

BUDGET EFFECT. The effect of the June 2021 extended Tier 1 Terminal Restaurant and Gift Shop concession abatements will be an operating income decrease of approximately $5,873 for fiscal year 2021 and the impact of the July 2021 abatements would be included in the FY 2022 budget as a rent reduction of $5,873. The estimated total of all abatements through July 31, 2021 is $2,063,504.

RECOMMENDATION. Adopt Resolution No. 1800, A Resolution of the Monterey Peninsula Airport District Amending Resolution Nos. 1774, 1775 and 1793 Related to CARES and CRRSA Act Relief for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants.

ATTACHMENTS.

Resolution No. 1800
Abatement Presentation - Tenant Rents and Concessions

RESOLUTION NO. 1800

A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT AMENDING RESOLUTION NOS. 1774, 1775 AND 1793 RELATED TO CARES AND CRRSA ACT RELIEF FOR AIRPORT TIER 1 TERMINAL RESTAURANT AND GIFT SHOP CONCESSION TENANTS

WHEREAS, the Monterey Peninsula Airport District operates the Monterey Regional Airport to provide aviation and transportation services to the general public; and

WHEREAS, on March 17, 2020, the County Public Health Officer issued a shelter in place order which defined certain activities as "essential businesses" and which required restaurants to cease and desist all dine-in restaurant services; and

WHEREAS, on March 21, 2020, the President issued a Federal Declaration of Emergency due to the Coronavirus (COVID-19) pandemic; and

WHEREAS, On March 27, 2020, the Congress passed the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") and the President signed the CARES Act into law. The CARES Act provides grants for airports with commercial airline service, among other forms of relief for small businesses, which enables airports to postpone and abate rent for aviation related tenants in some circumstances; and

WHEREAS, On April 15, 2020, the Board of Directors approved Resolution No. 1772, which authorized the Airport to receive designated funds from the CARES Act for utilization by the Airport pursuant to FAA authorized purposes; and

WHEREAS, On April 4, 2020, the FAA released an informational document titled *Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations*, which specifically addresses the potential for rent postponement and abatement for aviation-related users at commercial airports; and

WHEREAS, based upon the FAA guidance, the abatement of certain rent is appropriate for Tier 1 and Tier 2 Airport tenants, which are those tenants who provide services directly to commercial airport customers, including airlines, rental car companies, air terminal tenants, and restaurant/gift shop tenants; and

WHEREAS, on May 13, 2020 the Board of Directors approved Resolution No. 1774 for rent abatements to Tier 1 Aviation Related Tenants from May 1, 2020 through October 31, 2020 and for restaurant related Tier 1 tenants, the rent abatement eligibility from April 1, 2020 through October 31, 2020, based upon current economic conditions; and

WHEREAS, on May 28, 2020 the Board of Directors approved Resolution No. 1775 for rent abatements to Tier 2 FBO Tenants from May 1, 2020 through October 31, 2020; and

WHEREAS, on October 14, 2020 the Board of Directors approved Resolution No. 1793 extending rent abatements for Tier 1 and Tier 2 Tenants beginning March 1, 2021 and ending May 31, 2021 with some modifications; and

WHEREAS, on May 19, 2021 the Board of Directors approved an extension of rent abatements for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants beginning June 1, 2021 and ending July 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that the Executive Director, or a designee, is authorized to abate rent for Airport Tier 1 Terminal Restaurant and Gift Shop Concession Tenants from June 1, 2021 through July 31, 2021. In the event that the economic conditions materially improve, the Executive Director is authorized to discontinue prior to July 31, 2021 the abatement of rent.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 19th day of May 2021 by the following roll call vote:

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

Signed this 19th day of May 2021

Gary Cursio, Chair

A T T E S T

Michael La Pier
District Secretary

MRY
MONTEREY
REGIONAL AIRPORT

Abatement Presentation

Tenant Rents and Concessions

May 2021

Monterey Peninsula Airport District Tenant Abatements Review and Recommendations Mar 1, 2020 through May 31, 2021 *					
Tenant Type	**Abatement Type**	**Abatement % May-20 to Oct-20 ***	**Abatement % Nov-20 to Feb-21**	**Abatement % Mar-21 to May-21**	**Act Total Abatements**
Airlines	Terminal Rent	100%	100%	75%	$ 1,177,348
Rental Car **	Terminal Rent	100%	75%	50%	$ 270,069
Airport Restaurant *	MAG	100%	100%	100%	$ 65,000
Airport Gift Shop	MAG	100%	100%	75%	$ 14,271
Tarpy's *	Rent	100%	75%	50%	$ 146,939
Republic Parking	MAG	100%	100%	0%	$ 72,500
FBOs	Rent	50%	25%	25%	$ 271,629
LAMAR Advertising	MAG	100%	100%	0%	$ 34,000
Estimated Total Abatements through 05-31-2021					$ 2,051,756

* Restaurant tenants provided retroactive rent abatements to April 1, 2020 due Monterey County Health Departments order to cease operations.

** Rental Car Concessions cancelled May 1, 2021 ($14.5K)

Abatements in effect through May 31, 2021

Changes Impacting Tenant Abatements

- COVID-19 cases are decreasing and vaccination rates increasing.
- MRY March 2021 Commercial Airline enplanements are approximately 50% average PFY.
- General Aviation Landing and Fuel Flowage fees are steadily improving – 75% PFY.
- Rental Car Concessions are performing at about 55% PFY.
- Parking Concession are approaching 50% PFY
- Tarpy's requested a 5-year lease extension with a 2% increase and cancelled abatements.
- LAMAR Advertising revenues have decreased slightly but are stable above MAG.
- Woody's sales are improving but still waiting to open upper dining area.
- Gifts and More still struggling. Exceeded MAG by $200 in March.

Monterey Peninsula Airport District
Tenant Abatements Review and Recommendations
Mar 1, 2020 through Jul 31, 2021 *

Tenant Type	Abatement Type	Abatement % May-20 to Oct-20 *	Abatement % Nov-20 to Feb-21	Abatement % Mar-21 to May-21	Abatement % Jun-21 to Jul-21	Est Total Abatements
Airlines	Terminal Rent	100%	100%	75%	0%	$ 1,177,348
Rental Car	Terminal Rent	100%	75%	50%	0%	$ 270,069
Airport Restaurant *	MAG	100%	100%	100%	100%	$ 75,000
Airport Gift Shop	MAG	100%	100%	75%	75%	$ 16,019
Tarpy's *	Rent	100%	75%	50%	0%	$ 146,939
Republic Parking	MAG	100%	100%	0%	0%	$ 72,500
FBOs	Rent	50%	25%	25%	0%	$ 271,629
LAMAR Advertising	MAG	100%	100%	0%	0%	$ 34,000
Estimated Total Abatements through 05-31-2021						$ 2,063,504

* Restaurant tenants provided retroactive rent abatements to April 1, 2020 due Monterey County Health Departments order to cease operations.

** Rental Car Concessions cancelled May 1, 2021

Cancel most abatements on May 31, 2021

Recommend extending abatements for Restaurant and Gift Concessions through Jul 31, 2021

Total impact of extending tenant abatements from June 2021 to Jul 2021 will be $11.8K

AGENDA ITEM: H
DATE: May 19, 2021

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 Tim Bergholz, Deputy Executive Director of Finance & Administration

FIRE.

Monthly Fire Report by Monterey Fire Department

OPERATIONS.

Operations Report by Whitney Robare, Superintendent of Field Operations

PLANNING AND DEVELOPMENT.

Planning & Development Report by Chris Morello, Deputy Director of Strategy and Development

POLICE.

Police Activity Report by Del Rey Oaks Police Department

Tone	Date	Time	Airline	Flt #	A/D/G	Comments	City & State
P	04/08/21	-	UA	-	A/D	Great smaller airport. Everyone is very nice and pleasant. Will schedule future flights to MRY	Youngstown, OH

AGENDA ITEM: H
DATE: May 19, 2021

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration
SUBJECT: Fiscal Year 2021 Financial Summary

BACKGROUND. March 2021 pre-audit financial results are summarized in the following documents:

- **Graphic Comparison - Actual Operating Revenue & Actual Operating Expense**
- **Airport Operating Statistics & Financial Performance**
- **Capital Expenditures**
- **Investments Schedule**
- **Sources / Uses of Cash**
- **CARES and CRRSA Draw Summary**

The COVID-19 health emergency impact on Airport's operations and tenants has started to subside. March commercial airline enplanements increased at 85.0% month over month, general aviation landings are about 162% of prior years landings and travel related concessions are improving.

The Airport continues to monitor updates on the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSA) and the America Recovery and Reinvestment Act (ARRA). The Airport recently received guidance on the CRRSA grant (AIP 75) for reimbursement of $50K in lost concession revenues. The Airport will analyze the requirements for AIP 75 and determine next steps.

The Airport filed a $208.9K CRRSA Act reimbursement request for March in late April. The Airport practice is to only draw funds when cash outflows exceed cash inflows from operations, district capital improvements and debt services. The CRRSA Act reimbursement requests submitted FYTD are $502.6K and the balance of AIP 74 and 75 is $1.62M. Total CARES Act reimbursement requests submitted FYTD are $3.78M and the balance available is $8.88M.

SUMMARY. March 2021 combined Airport operating revenues are $575.6K which is $59.4K (11.5%) higher than budget ($516.2K). The revenue variance resulted from a mix of Commercial, General Aviation and Terminal Concession revenues. Most of the businesses operating in the Non-Aviation and Other Operating continue to operate within normal budgeted revenues.

OPERATING REVENUES						
March 2021 ACTUAL	March 2021 BUDGET	VARIANCE $	VARIANCE %	FYTD 2021 ACTUAL	FYTD 2021 BUDGET	VARIANCE $	VARIANCE %
$ 575,626	$ 516,153	$ 59,473	11.5%	$ 4,420,415	$ 4,241,361	$ 179,054	4.2%

The revenue variance came from the following:

Commercial Aviation (CA) fees in March are over budget ($61.3K actual vs $56.9K budget) by $4.3K or 7.62%. The favorable variance came from better-than-expected RON and Fuel Flowage fees. Aircraft landing volumes (271) are under budget (296) by 25 landings. Most of the landing volume variance came from United and Alaska's SAN flight. In March, commercial airlines revenue generating enplanements increased from 5,052 in February to 9,345 passengers. Flight cancellations in March total 4 and include Alaska (0), Allegiant (0), American (1) and United (3).

General Aviation (GA) operating revenues for March ($130.9K) are $9.4K or 7.7% higher than budget ($121.5K). This favorable GA revenue variance resulted from significantly higher landing fees ($11.2K).

In March combined TCP permits, Taxi Permits/Trips, TNC Trips, Terminal Concessions, Rental Car and Parking Concessions (Concessions) revenues ($117.8K) are $40.4K or 5.2% higher than budget ($77.4K). Most of the variance came from higher Terminal Concession from TNC Trip fees ($$2.8K), Rental Car Commissions ($21.9K) and Parking Concession ($18.4K).

March Non-Aviation Tenant revenues ($182.5K) are over budget ($175.5) by $6.9K or 4.0%. Most of the variance came from higher MHSS rental fees ($4.2K), higher RV storage fee ($1.9K) and other small differences.

March Other Operating Revenues ($17.1K) are higher than budget ($15.6K) by $1.5K or 10.0%. The favorable variance resulted from Parking and Security Badge renewals ($4.0) that was offset by lower Utilities Charges ($1.6) other small variances ($925).

OPERATING EXPENSES							
March 2021 ACTUAL	March 2021 BUDGET	VARIANCE $	VARIANCE %	FYTD 2021 ACTUAL	FYTD 2021 BUDGET	VARIANCE $	VARIANCE %
$ 655,116	$ 672,871	$ 17,755	-2.6%	$ 6,085,705	$ 6,184,433	$ 98,728	-1.6%

March operating expenses ($655.1K) are under budget ($672.9K) by $17.8K or 2.6%. The expense variance came from the following:

Salary & Wages and Employer Payroll Tax (Wages) Expenses ($159.3K) for March are lower than budget ($161.4K) $3.0K or 1.4%. The lower Wages expense came from higher capitalized labor for AIP 73/Project 2020-12 (Northside GA Apron) ($3.5K) that was offset by other small variances.

Employer Benefit Expenses ($111.7K) for March are lower than budget ($115.4K) by $3.7K or 3.2%. Most of the variance is the result of lower CalPERS healthcare expenses ($3.5K) for a new employee's family health insurance that was delayed. The employee's application was submitted late and missed the March processing cycle. This variance will reverse in April when CalPERS

processes the application and bills for March and April.

Personnel Related Expenses ($1.1K) for March are under budget ($5.1K) by $4.0K or 77.8%. The favorable variance comes from lower Dues, Conferences and Travel related expenses in all departments.

Business Related Expenses ($33.1K) for March are over budget ($24.8K) $8.3K or 33.5%. The unfavorable variance comes from AT&T Centrex telephone charges. The Airport uses Centrex telephone lines (basic hardwired telephone or POTS lines) for fire, TSA, Police and elevator emergency line services. Centrex lines are a legacy service with contracts renewing every 36 months. We contacted AT&T in February to renew the Centrex contract and the account rep did not follow up – not a priority for AT&T. In March, the Airport received a $7K one month invoice for Centrex services. On April 12 we received the renewal contract. Also, the monthly Centrex fees increased from $157 per line to $248. The $7K payment represents a prepayment for about 3 months.

Expendable/Consumable Supplies & Materials expenses ($5.2K) for March are under budget ($12.6K) by $7.4K or 58.9%. This favorable expense variance resulted from lower expenses in all supplies categories.

Repair & Maintenance expenses ($37.7K) for March are under budget ($45.6K) by $7.9K or 17.2%. This favorable expense variance resulted from lower Airfield Repair & Maintenance ($19.8K), higher Terminal Space Repairs ($26.5K), lower Rental Space Repairs and Maintenance ($2.8K), lower Landscape & Grounds Repair & Maintenance ($5.1K), lower General Repairs & Maintenance ($1.4K) and lower District Vehicle Repair & Maintenance ($5.2K). In March Maintenance completed Terminal Space Repairs that included: plumbing repairs ($20.5K), elevator repairs ($2.6K), baggage belt repairs ($3.1K) and made several small repair materials purchases ($6.7K).

Outside Services expenses ($217.7K) for March are lower than budget ($218.1K) by $405 or 0.2%.

Professional Service expenses ($37.9K) for March are over budget ($27.4K) by $10.5K or 38.5%. The unfavorable variance comes from: higher Architect & Engineer fees ($3.3K), higher Other Legal Fees from the CEQA Amendment lawsuit ($13.8K), lower Administration and Finance ERP software support fees, lower Computer / LAN & IT expenses ($4.6K) and lower Human Resources expenses ($1.6K).

Marketing related expenses ($14.8K) for March are under budget ($27.3K) by $12.5K or 45.6%. Most of the variance resulted from lower Public Relations expenses ($1.0K) and Air Service Development expenses ($12.5) that was offset by slightly higher Marketing expenses ($1.1K).

Combined Utilities expenses for March ($32.3K) are over budget ($30.8K) by 1.4K or 4.6%. The unfavorable variance comes from lower electricity expenses from including the 2801 properties in

the Airport solar array program ($3.0K) that was offset by higher natural gas expenses for heating the terminal ($2.3K) and Sewage / Wastewater charges ($2.1).

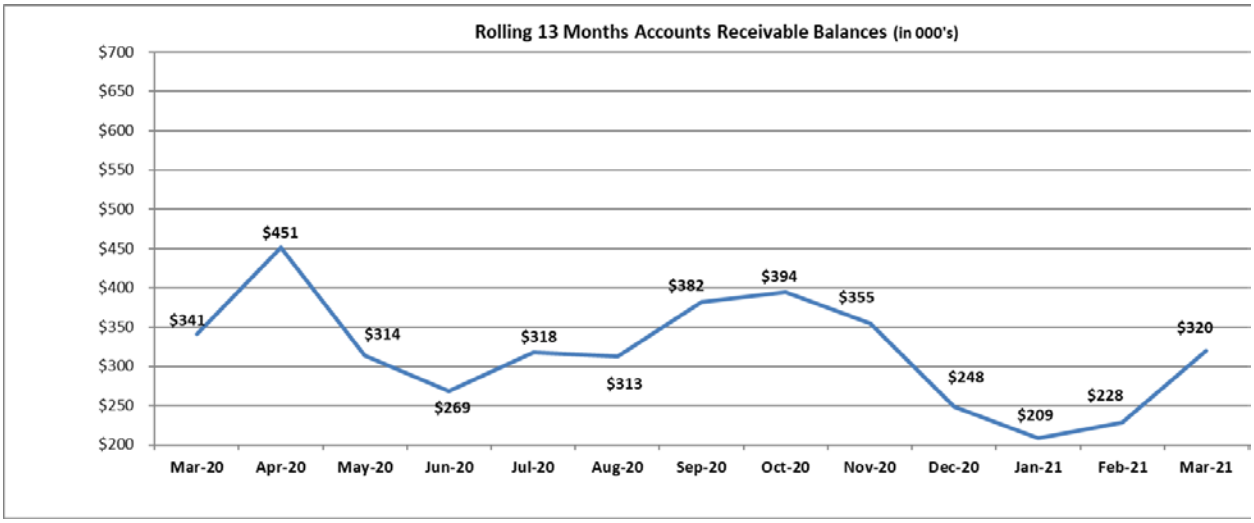
The Airport's slightly higher revenues and lower operating expenses in March resulted in an operating loss of $79.5K which is $83.5K lower than the budgeted loss of $156.7K. FYTD the operating loss is $1.66M which is $277.8K lower than the budgeted loss of $1.94M.

OPERATING INCOME / (LOSS)						
March 2021 ACTUAL	March 2021 BUDGET	VARIANCE $	VARIANCE %	FYTD 2021 ACTUAL	FYTD 2021 BUDGET	VARIANCE $	VARIANCE %
$ (79,490)	$ (156,718)	$ 77,228	-49.3%	$ (1,665,290)	$ (1,943,072)	$ 277,782	-14.3%

ACCOUNTS RECEIVABLE. The accounts receivable balance on March 31, 2021 is $320K. This balance is $92.1K or 40.4% higher than the February 28, 2021 balance of $228K and 6.2% lower than the $341K balance on March 31, 2020. The net accounts receivable balance over 60 days old on March 31, 2021 is a credit of $6.8K. As of April 23, 2021, the over 60 days balance is a credit of $1.0K and the accounts receivable balance is $50.5K.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from March 2020 to March 2021.

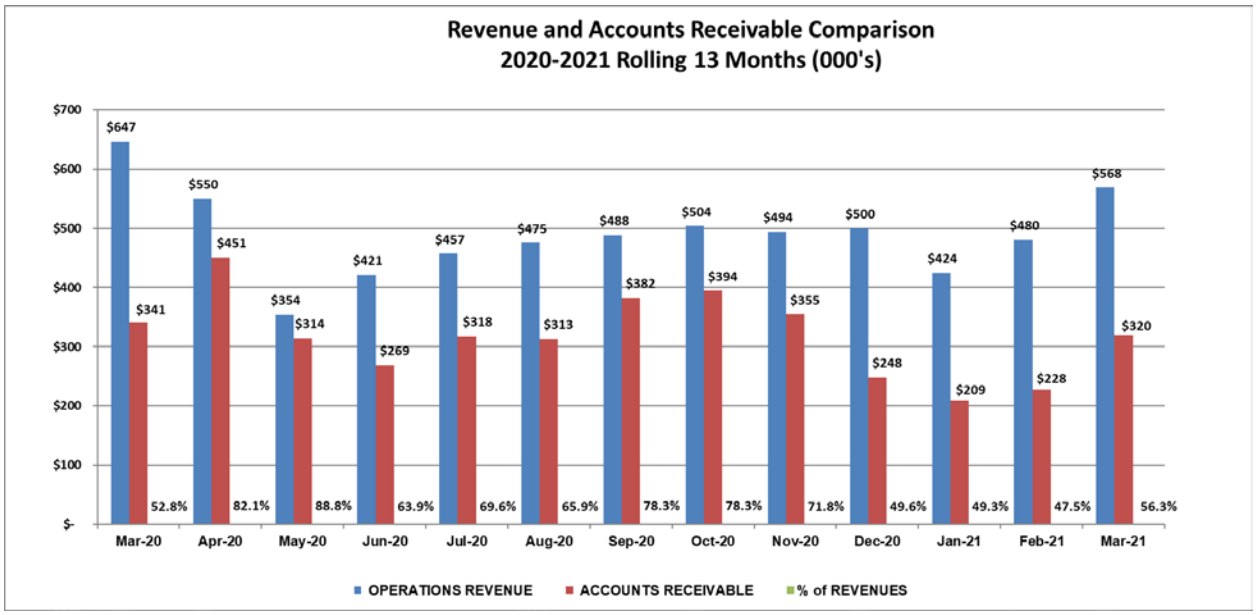
Chart 1



The balance of accounts receivable at month-end will align with operating revenues in that month. The month-end balance of accounts receivables historically is approximately 50% to 70% of revenues. For March 2021, accounts receivables are 56.3% of revenues and the thirteen-month average is 65.1%. Included in the March accounts receivables balance is a bad debts reserve of $32.0K. We continue to monitor customer's accounts for unusual activity and will make periodic calls to improve collections.

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

Chart 2



UNRESTICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on March 31, 2021 is $6.77M and the unrestricted cash and investments balance on February 28, 2021 was $6.57M, an increase of $195.5K. The increase in unrestricted cash and investments came from CARES Act draw ($229.9K) and interest income ($6.2) that was offset by transfers for CIP related projects ($41.0K). The CARES/CRRSA ACT draws covered general operating expenses in excess of operating revenues for the previous.

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

Chart 3

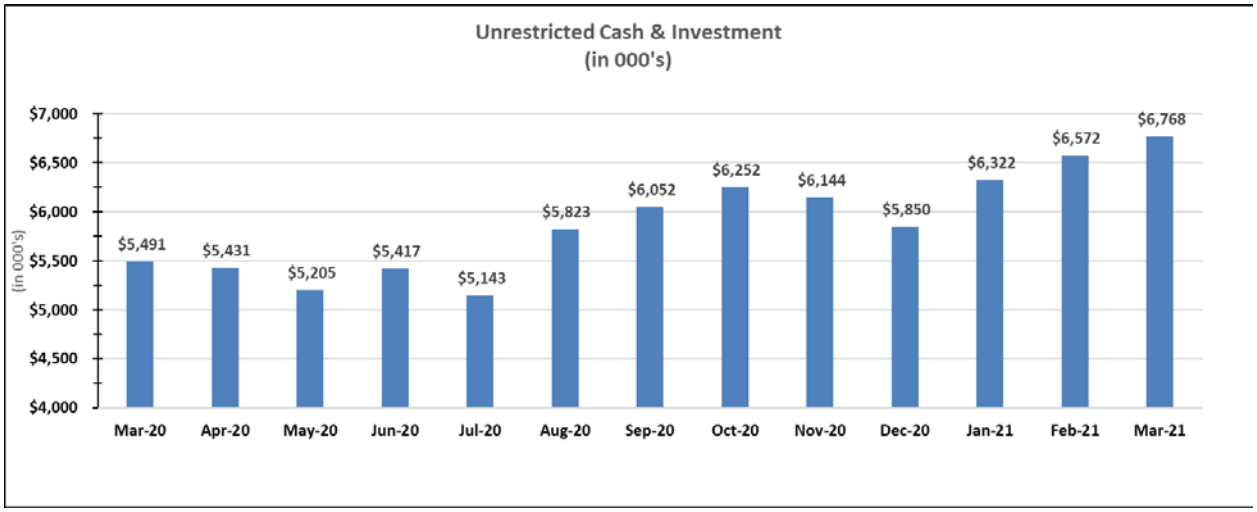


Table 1 presents simple load factors for fiscal years 2016 to 2021. Load factors indicate the customer utilization of available aircraft seating capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%. Commercial Airline aircraft types have a direct link to capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors follow which indicates that customers are willing to use the services offered by the Airlines.

As previously mentioned, the COVID-19 health emergency has impacted all tenant operations at the Airport, but it appears there is improvement in commercial air service which is filtering down to Concession businesses. Table 1 clearly shows the impact of this emergency on simple load factors.

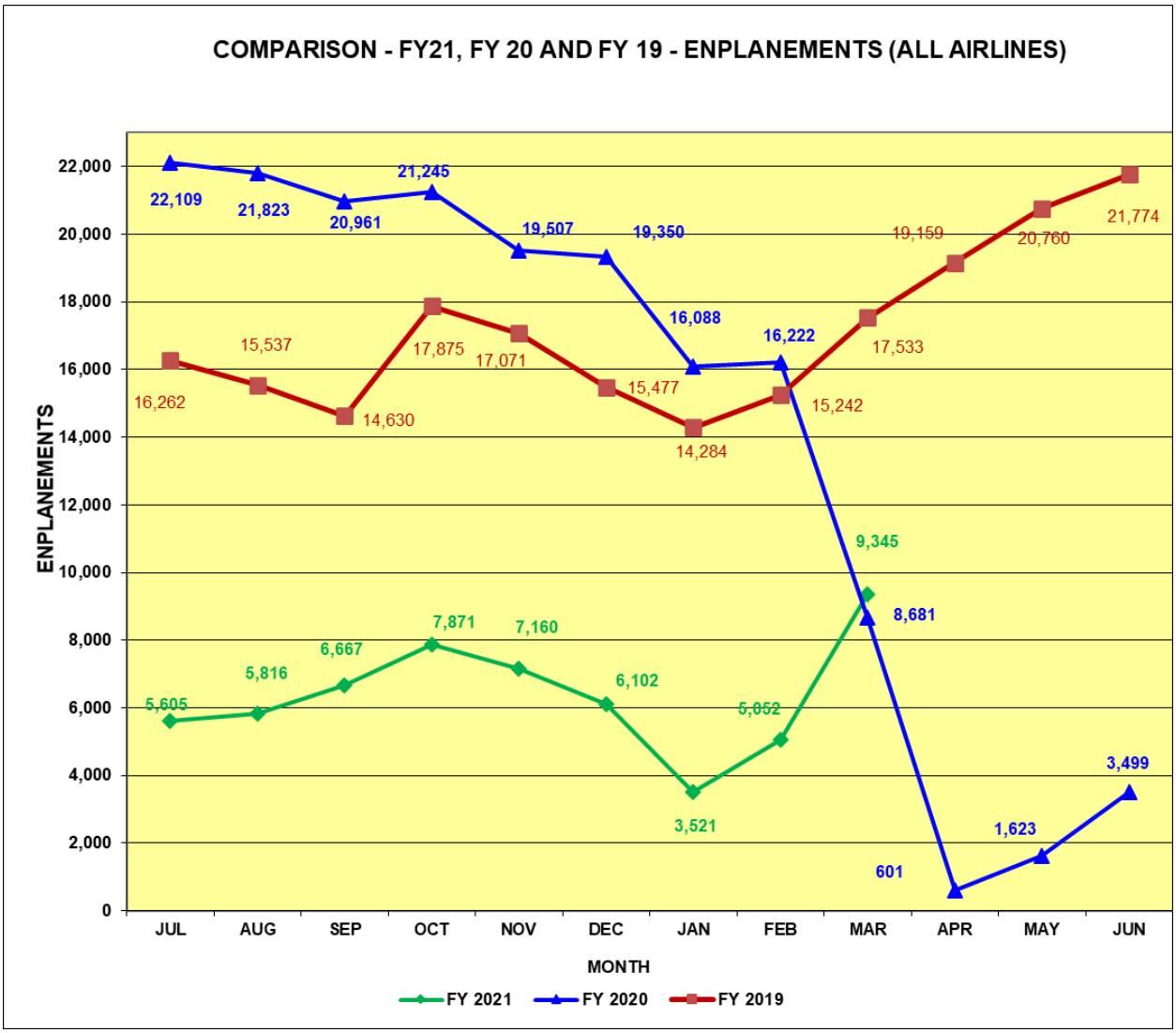
Airline specific simple load factors for March 2021 are Alaska SAN 34.0%, Alaska SEA 28.7% American PHX 46.4%, American DFW 60.9%, United DEN 58.8%, United LAX 38.2%, and Allegiant LAS 55.5%.

Table 1

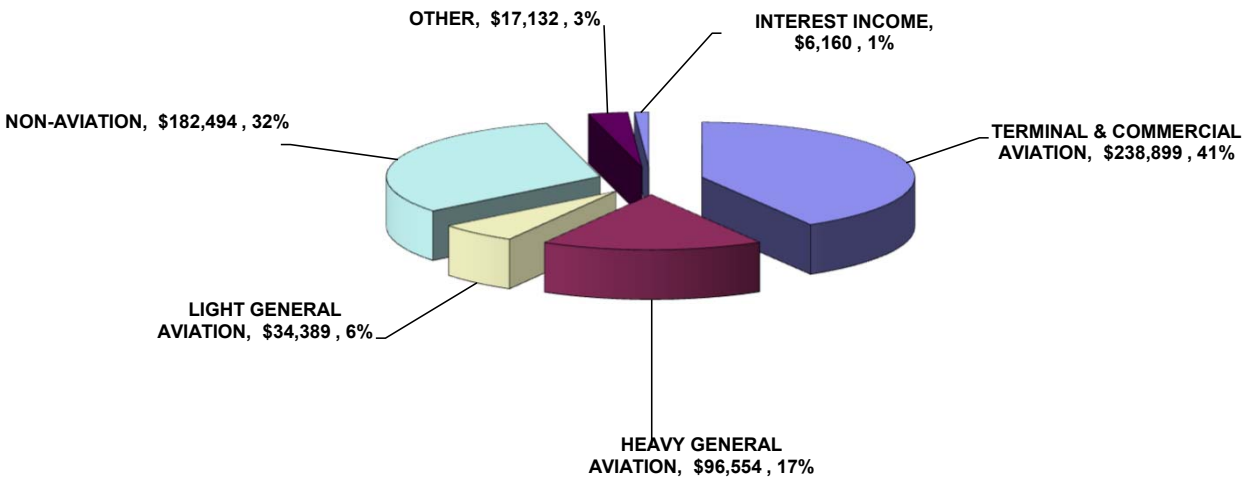
		March 2021					FYTD			
Fiscal Year		Load Factors	Enplanements	Available Seats	Flights		Load Factors	Enplanements	Available Seats	Flights
2021		46.7%	9,345	20,011	271		43.2%	57,140	132,193	1,808
2020		42.4%	8,681	20,488	317		71.8%	165,986	231,188	3,518
2019		70.2%	17,533	24,988	359		68.7%	143,911	209,603	3,145
2018		79.1%	15,758	19,920	312		77.4%	142,177	183,682	2,884
2017		74.7%	18,986	25,422	395		74.6%	152,037	203,912	3,131
2016		69.0%	16,040	23,236	336		76.0%	136,514	179,580	2,896

Chart 4 presents a comparison of monthly FY 2019, 2020 and 2021 enplanements, which represents the Airport's business cycle. When comparing March 2021 and February 2021, enplanements increased 85.0% or 4,293 enplanements. When comparing March 2021 to March 2020, enplanements increased 7.6% or 664 enplanements.

Chart 4

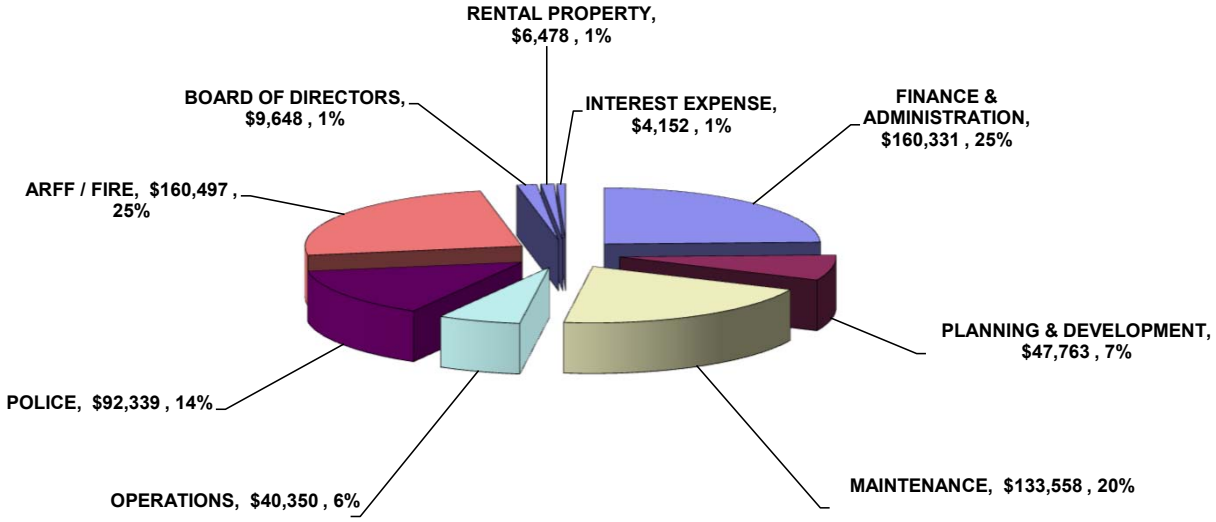

COMPARISON - FY21, FY 20 AND FY 19 - ENPLANEMENTS (ALL AIRLINES)
ENPLANEMENTS
22,000
20,000
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
MONTH
22,109
21,823
20,961
21,245
19,507
19,350
16,088
16,222
8,681
601
1,623
3,499
16,262
15,537
14,630
17,875
17,071
15,477
14,284
15,242
17,533
19,159
20,760
21,774
5,605
5,816
6,667
7,871
7,160
6,102
3,521
5,052
9,345
FY 2021
FY 2020
FY 2019

March 2021 Operating Revenue



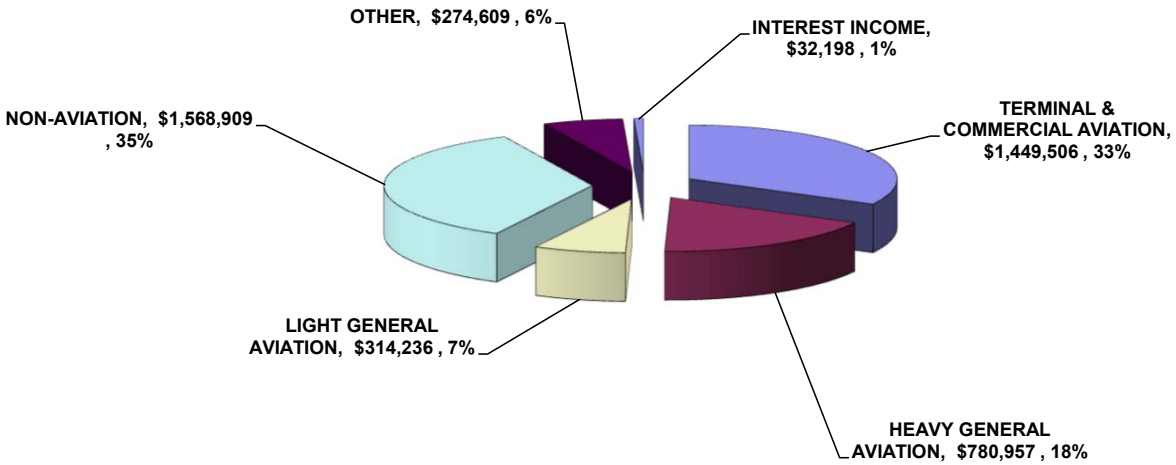
TOTAL OPERATING REVENUE: $575,626

March 2021 Operating Expense



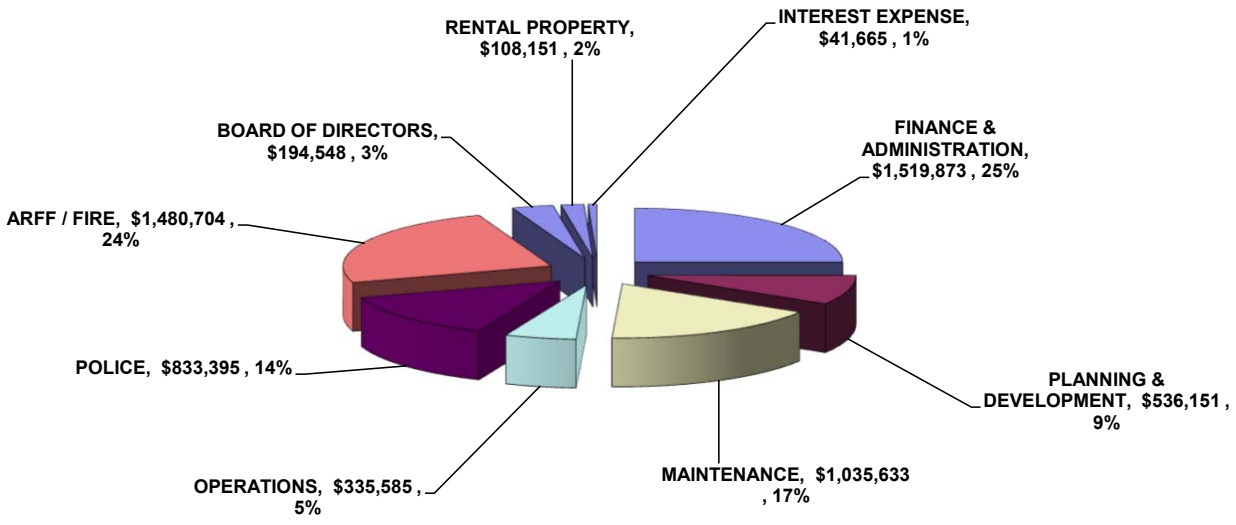
TOTAL OPERATING EXPENSE: $655,116

FY 2021 (July 20 - March 21) YTD Operating Revenue



TOTAL OPERATING REVENUE: $4,420,415

FY 2021 (July 20 - March 21) YTD Operating Expense



TOTAL OPERATING EXPENSE: $6,085,705

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

March 31, 2021

OPERATING STATISTICS	Mar-21	Budget		Mar-20	YTD FY 21	Budget		YTD FY 20
AIRPORT ACTIVITY								
Air Carrier Landings[1]	271	296	-8.4%	317	1,616	1,834	-11.9%	3,493
Passengers (emp/dep)	18,450			17,212	94,341			333,450
Total Cargo (in pounds)	57,575			74,623	465,387			610,631
Commercial	1,141			2,329	8,814			13,058
General Aviation	2,721			2,097	22,006			25,685
Military	152			97	793			1,105
TOTAL AIRCRAFT OPERATIONS	**4,014**			**4,523**	**31,613**			**39,848**
VEHICLE EXIT COUNT								
Long Term (1) Lot	917			1,211	5,833			17,021
Upper Short Term (2) Lot	1,253			1,012	6,232			16,246
Lower Short Term (3) Lot	3,696			3,595	24,368			55,897
TOTAL VEHICLE EXIT COUNT	**5,866**			**5,818**	**36,433**			**89,164**

1 Cancelled Flights: Current Month = 4 (0 - Alaska /0 - Allegiant /1- American /3- United) FYTD = 36 (4 - Alaska /3 - Allegiant /16- American /13 - United)

	Mar 21 ACTUAL	Mar 21 BUDGET	%	Mar 20 ACTUAL	YTD FY 21 ACTUAL	BUDGET	%	YTD FY 20 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, Apron, RON and Fuel Flowage Fees	61,288	56,949	7.6%	67,090	413,735	401,118	3.1%	715,320
Rents	59,844	59,652	0.3%	144,088	253,541	247,332	2.5%	1,308,685
TCP Operator Permits	310	300	3.3%	583	2,710	2,700	0.4%	6,278
Taxi Operator Permits & Trip Fees	1,651	698	136.7%	2,536	11,492	6,186	85.8%	48,607
TNC Permits & Trip Fees	6,069	3,280	85.0%	8,163	44,955	38,957	15.4%	171,858
Concessions	6,176	9,841	-37.2%	9,959	52,569	61,117	-14.0%	163,070
Rental Car	69,595	47,702	45.9%	55,083	537,701	495,150	8.6%	960,829
Parking	33,967	15,531	118.7%	7,250	132,803	94,837	40.0%	686,133
HEAVY GENERAL AVIATION								
GA Landing Fees	28,169	16,968	66.0%	17,353	233,044	199,095	17.1%	297,461
FBO Rent	43,256	43,335	-0.2%	57,780	331,210	332,239	-0.3%	520,020
Fuel Fees	25,129	25,354	-0.9%	17,985	216,703	244,249	-11.3%	293,974
LIGHT GENERAL AVIATION	34,389	35,875	-4.1%	37,859	314,236	321,991	-2.4%	338,203
NON AVIATION	182,494	175,543	4.0%	189,332	1,568,909	1,527,145	2.7%	1,664,361
OTHER OPERATING REVENUE	17,132	15,575	10.0%	15,048	274,609	219,293	25.2%	285,538
INTEREST INCOME	6,160	9,550	-35.5%	16,447	32,198	49,950	-35.5%	73,160
TOTAL OPERATING REVENUE	**$ 575,626**	**$ 516,153**	**11.5%**	**$ 646,556**	**$ 4,420,415**	**$ 4,241,361**	**4.2%**	**$ 7,533,498**
	*	*			*	*		
OPERATING EXPENSE						$ 179,054		
Finance & Administration	160,331	153,691	4.3%	161,326	1,519,873	1,493,086	1.8%	1,548,491
Planning & Development	47,763	48,727	-2.0%	50,690	536,151	519,808	3.1%	402,619
Maintenance & Custodial Services	133,558	141,381	-5.5%	117,977	1,035,633	1,148,241	-9.8%	1,227,306
Airport Operations	40,350	41,956	-3.8%	45,232	335,585	346,194	-3.1%	418,622
Police Department	92,339	92,624	-0.3%	101,535	833,395	837,063	-0.4%	906,457
ARFF /Fire Services	160,497	164,847	-2.6%	170,316	1,480,704	1,488,546	-0.5%	1,525,397
Board of Directors	9,648	12,308	-21.6%	10,151	194,548	203,406	-4.4%	121,044
Office Rentals	6,478	13,185	-50.9%	11,287	108,151	106,349	1.7%	162,722
Interest Expense	4,152	4,152	0.0%	5,568	41,665	41,741	-0.2%	54,232
TOTAL OPERATING EXPENSE	**$ 655,116**	**$ 672,871**	**-2.6%**	**$ 674,081**	**$ 6,085,705**	**$ 6,184,433**	**-1.6%**	**$ 6,366,891**
OPERATING INCOME / (LOSS)	**$ (79,489)**	**$ (156,718)**	**-49.3%**	**$ (27,526)**	**$ (1,665,290)**	**$ (1,943,073)**	**-14.3%**	**$ 1,166,607**
DISTRICT CAPITAL EXPENDITURES	**$ 54,950**	**$ 45,000**	**22.1%**	**$ 76,453**	**$ (48,270)**	**$ 523,140**	**-109.2%**	**$ 308,078**
DEBT SERVICE - PRINCIPAL ONLY	**$ 46,018**			**$ 41,030**	**$ 413,701**			**$ 341,556**

FISCAL YEAR 2021

Airport Capital Improvements / Capital Expenditures

FINANCIAL STATEMENTS UNAUDITED

March 31, 2021

Airport Improvement Programs	**Actual FY 2021 Current Period**		**Prior Fiscal Year Current Period**		**Actual FY 2021 Year-To-Date**		**Prior Fiscal Year Year-To-Date**	
District Expenditures	54,950.00	94.0%	(203,401.97)	139.5%	(88,005.93)	-1.5%	(142,412.94)	2.1%
AIP -- FAA Funded Expenditures	3,206.43	5.5%	22,160.00	-15.2%	5,220,994.55	87.8%	(6,151,909.69)	90.7%
AIP -- PFC Funded Expenditures	330.34	0.6%	35,442.80	-24.3%	776,085.80	13.0%	(492,517.13)	7.3%
AIP -- CFC Funded Expenditures	-	0.0%	0.00	0.0%	39,736.00	0.7%	2,359.35	0.0%
Total Capital Improvement Expenditures	**58,486.77**	100%	**(145,799.17)**	100%	**5,948,810.42**	99%	**(6,784,480.41)**	100%
District Capitalized Acquisitions / Expenditures By Department								
Finance & Administration	-		114,478.93		-		114,478.93	
Planning & Development	-		-		-			
Maintenance & Custodial Services	-		165,376.18		-		275,956.18	
Airport Operations	-		-		-		39,558.94	
Police	-		-		-		-	
ARFF / Fire	-		-		-		20,496.76	
Total Capital Acquisition Expenditures	**-**	0%	**279,855.11**		**0.00**	0%	**450,490.81**	0%
Consolidated								
District Expenditures	54,950.00	94.0%	76,453.14	57.0%	(88,005.93)	-1.5%	308,077.87	-4.9%
AIP -- FAA Funded Expenditures	3,206.43	5.5%	22,160.00	16.5%	5,220,994.55	87.8%	(6,151,909.69)	97.1%
AIP -- PFC Funded Expenditures	330.34	0.6%	35,442.80	26.4%	776,085.80	13.0%	(492,517.13)	7.8%
AIP -- CFC Funded Expenditures	-	0.0%	0.00	0.0%	39,736.00	0.7%	2,359.35	0.0%
Total Capital Expenditures	**58,486.77**	100%	**134,055.94**	100%	**5,948,810.42**	100%	**(6,333,989.60)**	100%

FY 2020/21 District Capital Expenses/Budget:	**Actual PTD**		**Budget PTD R2**		**Actual YTD**		**Budget YTD R2**
2016-01 NEPA & CEQA	-		-		50.03		-
2019-01 Infield Safety Area Rehab Phase 1	-		-		(38,263.62)		-
2019-03 Water Distribution System	-		45,000.00		39,736.00		116,550.00
2020-10 SWRCB Analysis	-		-		(123,773.39)		78,340.00
2020-11 PG&E Lighting Project	-		-		-		-
2020-12 Northside GA Apron Construction	-		-		(181,804.10)		-
2020-13 Northside VSR Improvement	-		-		(81,706.85)		-
2020-14 Demolish Building 505	-		-		-		250,000.00
2020-11 PG&E Lighting Project F&K	-		-				47,000.00
2021-03 Electric Vehicle DC Fast Chgr	54,950.00		-		337,492.00		31,250.00
	54,950.00	*	45,000.00		(48,269.93)	FIX	523,140.00

FISCAL YEAR 2021

Schedule Of Investments

FINANCIAL STATEMENTS UNAUDITED

	Purchase Date	Maturity Date	Value At 03/31/21	Interest Rate
Money Market Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	$4,130,884.69	0.480%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			$1,585,911.83	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD				
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
Citizens St Bank Lacrosse Wisconsin CTF DEP ACT/365	05/18/16	05/18/21	125,000.00	1.40%
Comenity Capital Bank Salt Lake City Utah CTF DEP	10/21/16	10/29/21	100,000.00	1.75%
Discover Bk Greenwood DEL CTF ACT/365	03/01/17	03/01/22	25,000.00	2.30%
Discover Bk Greenwood DEL CTF DEP ACT/365	06/13/19	06/14/21	100,000.00	3.00%
Everrbank Jacksonville FLA CTF DEP ACT/365	07/28/16	07/28/21	120,000.00	1.45%
Goldman Sachs Bk USA New York CTF DEP ACT/365	05/31/17	05/16/22	145,000.00	1.80%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/19	06/13/23	125,000.00	3.30%
State Bank India New York NY CTF DEP ACT/360	02/24/17	02/24/22	125,000.00	2.25%
Synchrony Bk Retail CTF DEP	06/29/16	06/29/21	120,000.00	1.55%
Cash And Cash Equivalents	Various	Various	15,811.05	Variable
			$1,050,811.05	
Sub-Total: MPAD INVESTMENTS:			**$6,767,607.57**	

FISCAL YEAR 2021

Schedule Of Investments

FINANCIAL STATEMENTS UNAUDITED

	Purchase Date	Maturity Date	Value At 03/31/21	Interest Rate
Tenant's Security Deposits & Certificates of Deposit - RESTRICTED				
JP Morgan Chase - Money Market Account	Various	Various	$447,608.43	0.01%
Passenger Facility Charges (PFCs) - RESTRICTED				
JP Morgan Chase - Passenger Facility Charges (PFCs)			415,425.15	0.01%
Customer Facility Charges (CFCs) - RESTRICTED			778,006.38	0.01%
JP Morgan Chase - Customer Facility Charges (CFCs)				
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	08/24/16	08/24/21	100,000.00	1.60%
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
CitiBank NATL ASSN SIOUX FALLS SB CTF DEP ACT /365	08/14/19	08/15/22	120,000.00	3.15%
Discover Bk Greenwood Del CTF DEP ACT/365	03/01/17	03/01/22	120,000.00	2.30%
Discover Bk Greenwood Del CTF DEP ACT/365	08/30/19	08/08/22	130,000.00	3.15%
Goldman Sachs BK USA NY CTF DEP ACT/365	01/02/20	01/03/22	50,000.00	3.15%
State BK India NY, NY CFT DEP ACT/360	02/24/17	02/24/22	30,000.00	2.25%
Wells Fargo NA Sioux Falls SD CTF DEP ACT 365	05/23/19	05/24/21	150,000.00	2.90%
Cash and Cash Equivalents	Various	Various	294,817.29	Various
			$1,044,817.29	
Sub-Total: MPAD Investments - RESTRICTED:			**$2,685,857.25**	
Total MPAD Investment Portfolio:			**$9,453,464.82**	

MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED

	FY 2021 CURRENT-PERIOD ACTUAL	FY 2021 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	$ 569,467	$ 4,388,217
CASH RECEIVED - INTEREST INCOME	6,160	32,198
CASH RECEIVED	$ 575,626	$ 4,420,415
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE[1]	$ 650,963	$ 6,044,039
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE)[2&3]	4,152	41,665
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION)[2&3]	46,018	413,701
CASH DISBURSED	$ 701,134	$ 6,499,406
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	$ (125,507)	$ (2,078,991)

[1]Net of non-cash operating expense (OPEB)
[2]Moved to Restricted POB Account/Disbursement occured in December 2020 & June 2021
[3]Moved to Restricted CEC Account/Disbursement occured in November 2020 & May 2021

USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS[4]	$ 54,950	$ (48,270)
CASH DISBURSED	$ 54,950	$ (48,270)
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	$ (54,950)	$ 48,270

[4]District-funded capital plan for FY21

CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	$ (180,457)	$ (2,030,721)

PAID FROM 2021 OPERATING INC:	**DATE PAID**	**PAID**	**UNAMORTIZED**
POB PAYMENTS 1 & 2	Semiannual Payment DEC & JUN	**193,994.00**	**(193,994.00)**
SOLAR ARRAY PAYMENTS	Semiannual Payment DEC & JUN	**89,851.00**	**(89,851.00)**
PREPAID INSURANCE	Amortized Monthly	**186,695.93**	**(112,375.63)**
PG&E PAYMENTS	Monthly Payments		**(17,113.80)**
WORKER'S COMP PREPAID	07/01/20	**134,238.83**	**(33,559.71)**
UAL PREPAID 07-01-2020	07/01/20	**710,439.00**	**(177,609.75)**
TOTAL OUT FLOWS		**1,315,218.76**	$ (2,703,495)
FAA CARES Act Grant billed	**March 31, 2020**		**2,502,844**
CASH CHANGE OVER/(UNDER) FROM CARES Act Grant			$ (200,651)

INVOICE SUMMARY FOR DEVELOPMENT PROJECT

Grant Recipient Information (Sponsor)

Name: Monterey Peninsula Airport District
Airport: **Monterey Regional Airport**
Address: 200 Fred Kane Drive, Suite 200
City/State: Monterey, California, 93940

Grant Number: **3-06-0159-074-2021**
Description: **CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT**
Reimbursement No: **2**
Federal Share: 100%

CRRSAA
ADMINISTRATIVE

Grant 03-06-0159-074-2021
PROJECT TOTAL $ **2,076,111.00**

Vendor	Description	Invoice Date	Request #	Invoice No.	AIP Eligible Costs	Cumulative	Account Balance	100%	Date Submitted
City of Monterey	Fire Services	2/1/2021	1	9943	$ 125,277.00	$ 125,277.00	$ 1,950,834.00	$ 125,277.00	3/30/2021
City of Del Rey Oaks	Other / Contract Services - Police	2/1/2021	1	2021-FEB	$ 83,638.50	$ 208,915.50	$ 1,867,195.50	$ 83,638.50	3/30/2021
Chidlaw Marketing	Other / Contract Services - Marketing	1/7/2021	1	2137	$ 14,960.00	$ 223,875.50	$ 1,852,235.50	$ 14,960.00	3/30/2021
Chidlaw Marketing	Other / Contract Services - Marketing	2/8/2021	1	2153	$ 13,465.00	$ 237,340.50	$ 1,838,770.50	$ 13,465.00	3/30/2021
California American Water	Terminal building water service	12/29/2020	1	210020844704	$ 11,320.78	$ 248,661.28	$ 1,827,449.72	$ 11,320.78	3/30/2021
California American Water	Terminal building water service	1/29/2021	1	210020844704	$ 9,128.14	$ 257,789.42	$ 1,818,321.58	$ 9,128.14	3/30/2021
Pacific Gas and Electric	Terminal electric and natural gas	1/22/2021	1	2821	$ 5,097.30	$ 262,886.72	$ 1,813,224.28	$ 5,097.30	3/30/2021
Pacific Gas and Electric	Airfiled electric	1/26/2021	1	21221	$ 12,539.10	$ 275,425.82	$ 1,800,685.18	$ 12,539.10	3/30/2021
Della Mora	Furnace cleaning and service	2/16/2021	1	13973	$ 3,197.00	$ 278,622.82	$ 1,797,488.18	$ 3,197.00	3/30/2021
Gate Keeper	Video monitoring Support	1/29/2021	1	3304	$ 3,581.00	$ 282,203.82	$ 1,793,907.18	$ 3,581.00	3/30/2021
Monterey One Water	Sewer Treatment	1/31/2020	1	13121	$ 5,434.06	$ 287,637.88	$ 1,788,473.12	$ 5,434.06	3/30/2021
Home Depot Pro	Cleaning and Disinfectant supplies	1/12/2021	1	594127052	$ 6,003.70	$ 293,641.58	$ 1,782,469.42	$ 6,003.70	3/30/2021
	DRAWDOWN #1				**$ 293,642.00**				
								$ -	
Current									
City of Monterey	Fire Services	3/1/2021	2	91422	$ 125,277.00	$ 418,918.58	$ 1,657,192.42	$ 125,277.00	4/26/2021
City of Del Rey Oaks	Other / Contract Services - Police	3/1/2021	2	2021-MARCH	$ 83,638.50	$ 502,560.08	$ 1,573,550.92	$ 83,638.50	4/26/2021
	DRAWDOWN #2				**$ 208,916.00**				
	DRAWDOWN #4				$ -				
					TOTAL	**$ 502,558.00**	**$ 1,573,553.00**		

Sponsor Contact:

Name: Chris Morello
Title: Dep. Director, Strategy & Develop.
E-Mail: cmorello@montereyairport.com
Phone: (831) 333-2312

Previous Reimbursement	**$ 293,642.00**
Amount of this Reimbursement	**$ 208,916.00**
Cumulative Request to date	**$ 502,558.00**

INVOICE SUMMARY FOR DEVELOPMENT PROJECT

Grant Recipient Information (Sponsor)

Name: Monterey Peninsula Airport District
Airport: **Monterey Regional Airport**
Address: 200 Fred Kane Drive, Suite 200
City/State: Monterey, California, 93940

Grant Number: **3-06-0159-071-2020**
Description: **CARES ACT GRANT**

Reimbursement No: **9**
Federal Share: 100%

CARES ACT GRANT
ADMINISTRATIVE

Grant 03-06-0159-071-2020
PROJECT TOTAL $ **12,664,000.00**

Vendor	Description	Invoice Date	Request #	Invoice No.	AIP Eligible Costs	Cumulative	Account Balance	100%	Date Submitted
MPAD	Shelter-In-Place Payroll	3/31/2020	1	SIP-01	$ 25,461.04	$ 25,461.04	$ 12,638,538.96	$ 25,461.04	6/2/2020
MPAD	Shelter-In-Place Payroll	4/15/2020	1	SIP-02	$ 28,982.78	$ 54,443.82	$ 12,609,556.18	$ 28,982.78	6/2/2020
MPAD	Shelter-In-Place Payroll	4/30/2020	1	SIP-03	$ 20,796.75	$ 75,240.57	$ 12,588,759.43	$ 20,796.75	6/2/2020
City of Del Rey Oaks	Law Enforcement Services	4/1/2020	1	2020-APR	$ 94,736.93	$ 169,977.50	$ 12,494,022.50	$ 94,736.93	6/2/2020
City of Monterey	Fire Services	3/1/2020	1	87384	$ 134,423.00	$ 304,400.50	$ 12,359,599.50	$ 134,423.00	6/2/2020
	DRAWDOWN #1				**$ 304,401.00**				
City of Del Rey Oaks	Law Enforcement Services	5/1/2020	2	2020-MAY	$ 94,736.93	$ 399,137.43	$ 12,264,862.57	$ 94,736.93	6/25/2020
City of Monterey	Fire Services	4/1/2020	2	87667	$ 134,423.00	$ 533,560.43	$ 12,130,439.57	$ 134,423.00	6/25/2020
CA Energy Commission	Solar Loan	5/2/2020	2	10713	$ 89,851.52	$ 623,411.95	$ 12,040,588.05	$ 89,851.52	6/25/2020
Engie Services U.S. Inc.	Solar Maintenance Contract	4/23/2020	2	90007277	$ 22,352.03	$ 645,763.98	$ 12,018,236.02	$ 22,352.03	6/25/2020
LSL CPAs	Annual Audit / Accounting	4/30/2020	2	38310	$ 10,500.00	$ 656,263.98	$ 12,007,736.02	$ 10,500.00	6/25/2020
California American Water	Utilities - Water	4/27/2020	2	20844704AP20	$ 7,723.49	$ 663,987.47	$ 12,000,012.53	$ 7,723.49	6/25/2020
Cole Huber LLP	District Legal Counsel	4/20/2020	2	34364	$ 7,500.00	$ 671,487.47	$ 11,992,512.53	$ 7,500.00	6/25/2020
Engie Services U.S. Inc.	Solar Monitoring Contract	5/26/2020	2	90008462	$ 6,543.00	$ 678,030.47	$ 11,985,969.53	$ 6,543.00	6/25/2020
Lean Engineering	Charted Visual Approach	3/3/2020	2	L1461801A-05	$ 187.50	$ 678,217.97	$ 11,985,782.03	$ 187.50	6/25/2020
AMERICAN FLOORS	Carpet Replacement	2/4/2020	2	17173	$ 30,817.50	$ 709,035.47	$ 11,954,964.53	$ 30,817.50	6/25/2020
U.S. BANK CORPORATE PAYMENT	Bathroom Signs Artwork	3/10/2020	2	42460445MR20	$ 205.00	$ 709,240.47	$ 11,954,759.53	$ 205.00	6/25/2020
Wood Environment & Infrastructure	SWRCB Water Analysis	3/3/2020	2	S41103466	$ 22,616.71	$ 731,857.18	$ 11,932,142.82	$ 22,616.71	6/25/2020
Wood Environment & Infrastructure	SWRCB Water Analysis	4/7/2020	2	S41103541	$ 62,955.25	$ 794,812.43	$ 11,869,187.57	$ 62,955.25	6/25/2020
Wood Environment & Infrastructure	SWRCB Water Analysis	5/11/2020	2	S41103620	$ 17,113.77	$ 811,926.20	$ 11,852,073.80	$ 17,113.77	6/25/2020
	DRAWDOWN #2				**$ 507,526.00**				
The Bank of New York Mellon	POB Bond Payment	5/8/2020	3	20200630	$ 189,734.00	$ 1,001,660.20	$ 11,662,339.80	$ 189,734.00	7/8/2020
City of Monterey	Fire Services	5/1/2020	3	88016	$ 134,423.00	$ 1,136,083.20	$ 11,527,916.80	$ 134,423.00	7/8/2020
City of Del Rey Oaks	Law Enforcement Services	6/4/2020	3	2020-JUNE	$ 94,736.93	$ 1,230,820.13	$ 11,433,179.87	$ 94,736.93	7/8/2020
L.N. Curtis & Sons	ARFF Vehicle Supplies & Materials	6/23/2020	3	PINV569687	$ 15,197.06	$ 1,246,017.19	$ 11,417,982.81	$ 15,197.06	7/8/2020
California American Water	Utilities - Water	6/1/2020	3	20844704MY20	$ 11,751.85	$ 1,257,769.04	$ 11,406,230.96	$ 11,751.85	7/8/2020
Home Depot Pro	Maintenace Supplies	6/12/2020	3	556495497	$ 4,348.91	$ 1,262,117.95	$ 11,401,882.05	$ 4,348.91	7/8/2020
Monterey One Water	Utilities - Sewer	5/31/2020	3	03-010915MY20	$ 4,117.68	$ 1,266,235.63	$ 11,397,764.37	$ 4,117.68	7/8/2020
Regional Government Services	Human Resource Services	5/31/2020	3	11047	$ 3,458.69	$ 1,269,694.32	$ 11,394,305.68	$ 3,458.69	7/8/2020
Surveillance Grid Integration Inc.	Security Services	6/8/2020	3	1142	$ 3,000.00	$ 1,272,694.32	$ 11,391,305.68	$ 3,000.00	7/8/2020
Alvarez Technology Group, Inc.	Information Technology Services	6/1/2020	3	55340	$ 2,426.00	$ 1,275,120.32	$ 11,388,879.68	$ 2,426.00	7/8/2020
Chidlaw Marketing	Airservice Marketing	6/10/2020	3	2023	$ 1,850.00	$ 1,276,970.32	$ 11,387,029.68	$ 1,850.00	7/8/2020
Gatzke, Dillon & Ballance, LLP	Legal Counsel	6/9/2020	3	12464	$ 2,665.00	$ 1,279,635.32	$ 11,384,364.68	$ 2,665.00	7/8/2020
	DRAWDOWN #3				**$ 467,710.00**				
CALPERS Plan 1048	CALPERS UAL Funding	7/28/2020	4	0000001609252	$ 5,629.00	$ 1,285,264.32	$ 11,378,735.68	$ 5,629.00	8/3/2020
CALPERS Plan 1049	CALPERS UAL Funding	7/1/2020	4	0000001609253	$ 160,771.00	$ 1,446,035.32	$ 11,217,964.68	$ 160,771.00	8/3/2020
CALPERS Plan 1050	CALPERS UAL Funding	7/1/2020	4	0000001609254	$ 385,597.00	$ 1,831,632.32	$ 10,832,367.68	$ 385,597.00	8/3/2020
CALPERS Plan 25429	CALPERS UAL Funding	7/1/2020	4	0000001609255	$ 155,800.00	$ 1,987,432.32	$ 10,676,567.68	$ 155,800.00	8/3/2020
CALPERS Plan 26529	CALPERS UAL Funding	7/1/2020	4	0000001609252	$ 2,642.00	$ 1,990,074.32	$ 10,673,925.68	$ 2,642.00	8/3/2020
City of Monterey	Fire Services	7/1/2020	4	88756	$ 125,277.00	$ 2,115,351.32	$ 10,548,648.68	$ 125,277.00	8/3/2020
City of Del Rey Oaks	Other / Contract Services	7/1/2020	4	2020-JULY	$ 94,736.93	$ 2,210,088.25	$ 10,453,911.75	$ 94,736.93	8/3/2020
California-American Water	Utilities - Water	6/26/2020	4	20844704JN20	$ 17,135.38	$ 2,227,223.63	$ 10,436,776.37	$ 17,135.38	8/3/2020

Monterey County Auditor	LAFCO FY 21 Expense	6/29/2020	4	21-124	$ 13,500.00	$ 2,240,723.63	$ 10,423,276.37	$ 13,500.00	8/3/2020
Cole Huber LLP	District Legal Counsel	5/29/2020	4	34820	$ 8,136.55	$ 2,248,860.18	$ 10,415,139.82	$ 8,136.55	8/3/2020
Cole Huber LLP	District Legal Counsel	6/26/2020	4	34915	$ 8,000.00	$ 2,256,860.18	$ 10,407,139.82	$ 8,000.00	8/3/2020
	DRAWDOWN #4				**$ 977,225.00**				
SPECIAL DISTRICT RISK	Pre-Paid Workers Comp Insurance	5/12/2020	5	68537	$ 134,238.83	$ 2,391,099.01	$ 10,272,900.99	$ 134,238.83	9/1/2020
City of Del Rey Oaks	Other / Contract Services	8/4/2020	5	2020-AUG	$ 84,638.50	$ 2,475,737.51	$ 10,188,262.49	$ 84,638.50	9/1/2020
LSL CPAs	Annual Audit / Accounting	8/24/2020	5	39674	$ 25,115.00	$ 2,500,852.51	$ 10,163,147.49	$ 25,115.00	9/1/2020
BURTON'S FIRE, INC.	District Vehicle Repair & Maintenance	8/14/2020	5	W 78708	$ 20,440.46	$ 2,521,292.97	$ 10,142,707.03	$ 20,440.46	9/1/2020
CALIFORNIA-AMERICAN	Utilities - Water	8/5/2020	5	20844704JL20	$ 19,093.25	$ 2,540,386.22	$ 10,123,613.78	$ 19,093.25	9/1/2020
MONTEREY FIRE EXTINGUISHER, IN	Rental Space Repair & Maintenance	7/6/2020	5	75950	$ 12,150.00	$ 2,552,536.22	$ 10,111,463.78	$ 12,150.00	9/1/2020
ADB SAFEGATE AMERICAS, LLC	Airfield Repair & Maintenance	8/17/2020	5	90082858	$ 8,137.50	$ 2,560,673.72	$ 10,103,326.28	$ 8,137.50	9/1/2020
COLE HUBER LLP	District Legal Counsel	7/24/2020	5	35285	$ 8,000.00	$ 2,568,673.72	$ 10,095,326.28	$ 8,000.00	9/1/2020
	DRAWDOWN #5				**$ 311,814.00**				
City of Monterey	Fire Services	8/1/2020	6	89106	$ 125,277.00	$ 2,693,950.72	$ 9,970,049.28	$ 125,277.00	10/9/2020
City of Monterey	Fire Services	9/1/2020	6	89380	$ 125,277.00	$ 2,819,227.72	$ 9,844,772.28	$ 125,277.00	10/9/2020
City of Del Rey Oaks	Other / Contract Services - Police	9/1/2020	6	2020-SEP	$ 84,638.50	$ 2,903,866.22	$ 9,760,133.78	$ 84,638.50	10/9/2020
Alliant Insurance Services	Liability Insurance	9/10/2020	6	6352	$ 21,691.93	$ 2,925,558.15	$ 9,738,441.85	$ 21,691.93	10/9/2020
Cole Huber LLP	District Legal Counsel	8/10/2020	6	35307	$ 8,000.00	$ 2,933,558.15	$ 9,730,441.85	$ 8,000.00	10/9/2020
	DRAWDOWN #6				**$ 364,885.00**				
City of Monterey	Fire Services	11/1/2020	7	90065	$ 125,277.00	$ 2,693,950.72	$ 9,970,049.28	$ 125,277.00	12/3/2020
City of Del Rey Oaks	Other / Contract Services - Police	11/1/2020	7	2020-NOV	$ 84,638.50	$ 2,778,592.22	$ 9,885,407.78	$ 84,638.50	12/3/2020
	DRAWDOWN #7				**$ 209,916.00**				
City of Monterey	Fire Services	12/1/2020	8	90412	$ 125,277.00	$ 2,903,869.22	$ 9,760,130.78	$ 125,277.00	1/8/2021
State of CA Energy Resources	Solar Array Loan	11/30/2021	8	10858	$ 89,851.52	$ 2,993,720.74	$ 9,670,279.26	$ 89,851.52	1/8/2021
The Bank of New York Mello	Pension Obligation Bond Payment	11/27/2021	8	MONTREYPAD1	$ 193,994.00	$ 3,187,714.74	$ 9,476,285.26	$ 193,994.00	1/8/2021
	DRAWDOWN #8				**$ 409,123.00**				
PREVIOUS DRAWDOWN 1-8 REQUEST TOTAL					**$ 3,552,600.00**				
CURRENT									
City of Monterey	Fire Services	1/1/2021	9	9943	$ 145,243.10	$ 3,332,957.84	$ 9,331,042.16	$ 145,243.10	2/24/2021
City of Del Rey Oaks	Other / Contract Services - Police	1/1/2021	9	2021-JAN	$ 84,638.50	$ 3,417,596.34	$ 9,246,403.66	$ 84,638.50	2/24/2021
	DRAWDOWN #9				**$ 229,881.00**				
						TOTAL	$ 3,782,481.00	$ 8,881,519.00	

Sponsor Contact:

Name: Chris Morello Title: Dep. Director, Strategy & Develop.

E-Mail: cmorello@montereyairport.com Phone: (831) 333-2312

Previous Reimbursement	$ 3,552,600.00
Amount of this Reimbursement	**$ 229,881.00**
Cumulative Request to date	$ 3,782,481.00

MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

April 2021

1. **Incident Responses**

   Engine assigned to Fire Station 16 (Airport) responded to a total of 15 incidents during the month as follows:

   - MPAD property – 2
   - City of Monterey – 12
   - Other Cities in Monterey Fire Jurisdiction – 0
   - Auto / Mutual Aid – 1

2. **Training**

   Personnel completed a total of 61.75 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): 78
   - Operational (qualified to work at Airport, but live fire training not current): 34
   - Technician (fully qualified to be the designated ARFF fire engineer): 11

3. **Other**

   - On April 21, 22, and 26, we held vaccination clinics at the Airport District offices to provide the second dose of the Moderna vaccine to those who received their first dose at the three clinics held there in March. During the April clinics we administered a total of 393 doses of Moderna vaccine. As before, we appreciate the great support from Airport staff in putting these clinics on.

4. **Incident List –** on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
4/14/2021 9:37 PM	0:03:57	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
4/22/2021 10:57 AM	0:01:48	200 Fred Kane DR	EMS call, excluding vehicle accident with injury

AGENDA ITEM: H
DATE: May 19, 2021

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: May 7, 2021
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for April 2021 and planned airline activities for May 2021.

1. The following reports are attached:
    - April 2021 Noise Comment Report
    - Operating and Expense Reports for the Taxi (through April 2021) and TNC ground transportation systems (through March 2021)
    - Commercial Flight Cancellations & Delays Report for April 2021
    - Commercial Flight Schedule for May 2021

2. Below is the summary of scheduled airline activity for May 2021:

    Alaska Air operated by SkyWest
    - Continues to use the Embraer (EMB) 175 aircraft for both SAN & SEA markets.
    - Scheduled to operate one daily flight to SEA and one daily flight SAN. Total of 124 flights (Arrivals and Departures)

    Allegiant Air
    - Portland Service commences on May 28th.
    - Continues to operate twice weekly to LAS using the Airbus 319/320 series
    - Scheduled to operate a total of 20 flights (Arrivals and Departures)

    United operated by SkyWest
    - The SFO flight continues not to operate for the foreseeable future.
    - The DEN and LAX flights continue to operate daily using the CRJ 200 aircraft.
    - Scheduled to operate a monthly total of 124 flights (Arrivals and Departures)

    American Eagle operated by Mesa / Envoy
    - PHX is scheduled three daily flights using the CRJ 900 aircraft.
    - DFW is scheduled with two daily flights using the EMB 175 aircraft.
    - Scheduled to operate a monthly total of 284 flights (Arrivals and Departures)

Cumulatively speaking, flights have increased by 314 compared to May 2020 (552 vs 238), an increase of 132%. The number of available seats has increased by approximately 125% (40,328 vs. 17,932).

MRY AIRPORT NOISE COMMENT LOG
APRIL 2021

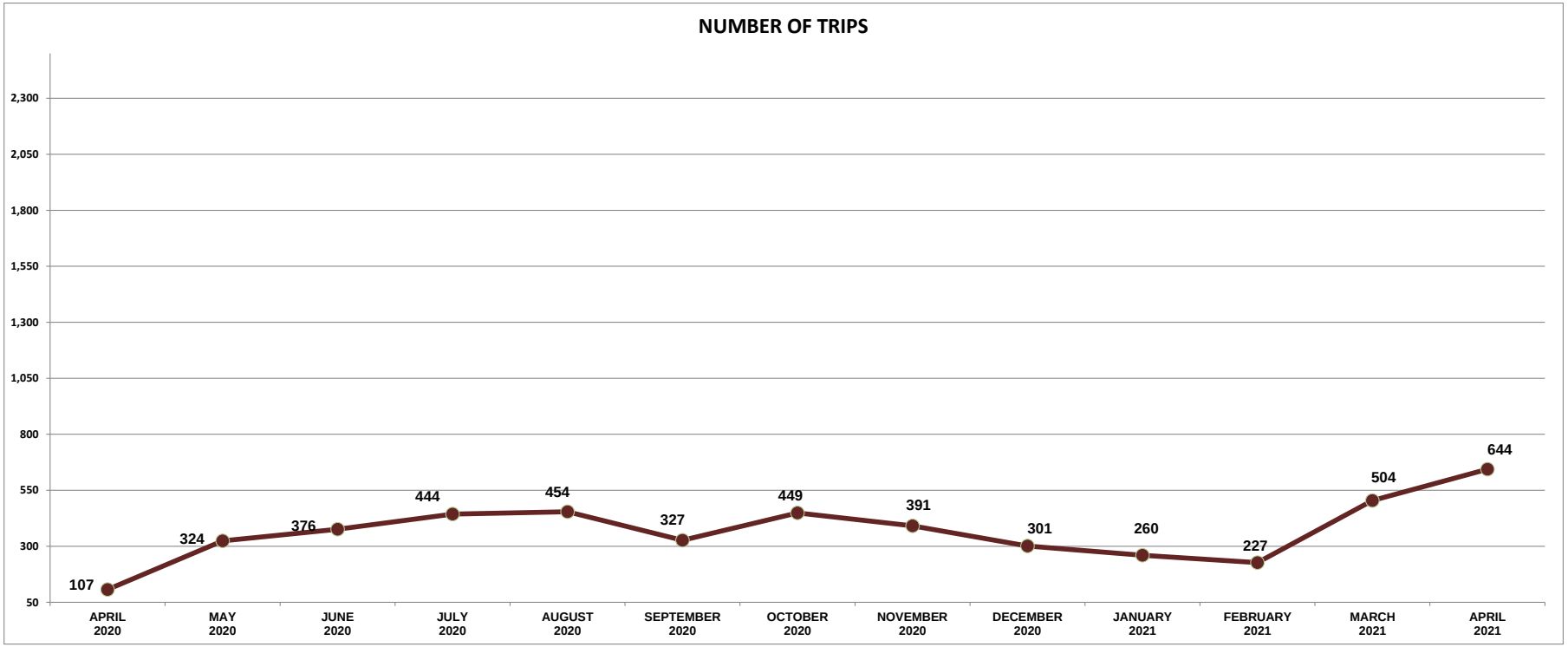
	Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Caller Comments	By	Action Taken	Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	L. Virshup	Pasadera	4/8/2021	11:41am & 11:43am	EMB175s	28L App	Two commercial jets on same path ignoring the CVA.	MC	Responded by confirming both aircraft flew the RNAV procedure for reasons unknown. Confirmed TWR is currently advertising the CVA approach.	Wind: NW @ 10kts Visibility: More than 10m Sky: Clear Advertised App: Raceway Visual
2	L.Virshup	Pasadera	4/9/2021	11:24am	Unknown	28L App	Jet flying over on a clear day.	MC	Due to scattered cloud at 1500ft, the RNAV approach is the current approach in use.	Wind: NW @ 14kts Visibility: More than 10m Sky: Scattered cloud 1500ft Advertised App: RNAV Y
3	L. Virshup	Pasadera	4/9/2021	11:43am	EMB175	28L App	Jet flying overhead instead of Hwy 68.	MC	See entry #2	
4	L. Virshup	Pasadera	4/12/2021	1:57pm	A319	28L App	Allegiant, very low and directly over community. The weather is hazy	KG	Responded to acknowledge the RNAV GPS was used due to reduced visibility.	Wind: NW @ 10kts Visibility: 6m Sky: Hazy, Broken Ceiling at 1,300ft. Advertised App: RNAV Y
5	E Breakstone	Sunnyvale	4/14/2021	2:33pm	Sikorsky Helicopter	Unknown	Helicopter from MRY to HWD Working in my office, the entire house was shaking as the helicopter came over my home at 1400 feet	MC	Explained FAA control the airspace over Sunnyvale, not Monterey Regional Airport. Confirmed the observation has been logged.	
6	L Virshup	Pasadera	4/15/2021	2:13pm	Challenger	28L App	Jet low over community on clear day.	MC	Confirmed Jet flew RNAV approach for reasons unknown	Wind: SW @ 12kts Visibility: More than 10m Sky: Clear
7	L Virshup	Pasadera	4/18/2021	1:15pm	Challenger 350	28L App	Small jet directly over community on a clear day.	KG	ATIS is advertising the Charted Visual Approach. It seems the aircraft flew a generalized visual approach.	Wind: NW @ 7kts Visibility: More than 10m Sky: Clear
8	L Virshup	Pasadera	4/24/2021	11:41am 11:46am 11:48am 11:59am 12:14pm	Multiple	28L App	Large aircraft low directly over community on clear day. Major airlines seem to ignore the CVA which is a problem	MC	Previous responses have explained why aircraft will still use the RNAV app even if CVA is advertised. Acknowledged observation	Ceiling and visibility ok. Multiple observations in same email.
9	Steven Elliott	Del Rey Oaks	4/26/2021	1:50pm	Beech Bonanza	Pattern Work	Small noisy planes, appears to be 2 (one with red and one with blue) repeatedly flying over head, clearly looping exact same path over our homes. (And I mean repeatedly, over and over) Is there a reprieve in sight, please?	KG	Beech Bonanza performing pattern work, full stop landing, taxi back and departures on three separate occasions.	Wind: NW @ 12kts gusting up to 19kts Visibility: Cloud scattered, more than 10m Sky: Clear
10	L Virshup	Pasadera	4/26/2021	4:24pm	A319	28L App	Allegiant, flying low over noise sensitive community on clear day when other aircraft are using the Hwy 68 corridor. Thank you.	KG	The LOC approach was advertised by ATCT.	Wind: NW @ 12kts gusting up to 19kts Visibility: Cloud scattered, more than 10m Sky: Clear
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										
	NONE									

MONTHLY TOTALS and COMPARISONS

	April-21	April-20	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	**10**	**25**	-60%	0	0
Number of Operations:	**5,073**	**1,829**	177%		
			% Change		
Annual Total	**43**	**96**	-55%	0	0

13-MONTH ROLLING COMPARISON

Taxis



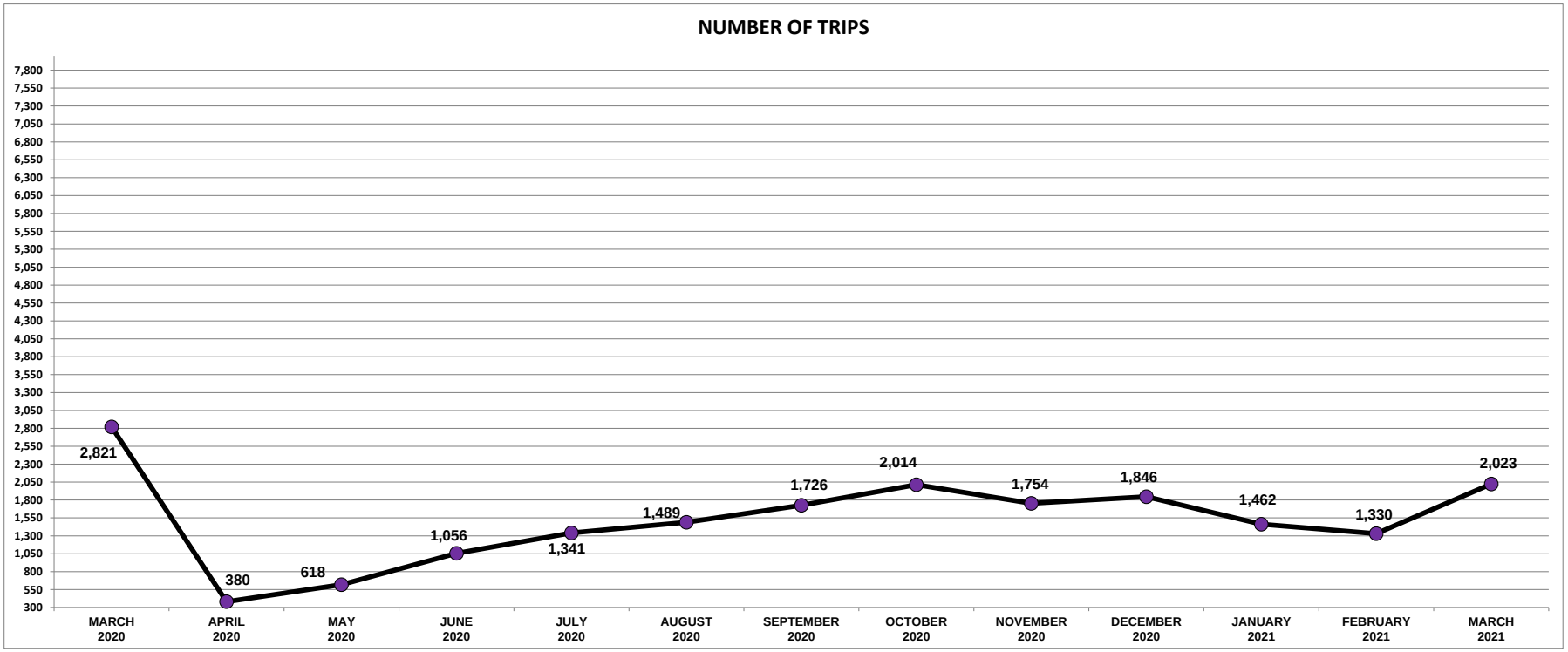
	2020 APRIL	2020 MAY	2020 JUNE	2020 JULY	2020 AUGUST	2020 SEPTEMBER	2020 OCTOBER	2020 NOVEMBER	2020 DECEMBER	2021 JANUARY	2021 FEBRUARY	2021 MARCH	2021 APRIL
NUMBER OF TRIPS	107	324	376	444	454	327	449	391	301	260	227	504	644
PERMITS SOLD	0	0	2	5	2	1	0	0	0	0	0	2	0
TAXI TRIP FEES	$ 321	$ 972	$ 1,128	$ 1,332	$ 1,362	$ 981	$ 1,347	$ 1,173	$ 903	$ 780	$ 681	$ 1,512	$ 1,932
TAXI PERMIT FEES			$ 200	$ 1,000	$ 200	$ 100						$ 50	$ 100
TAXI - TOTAL REVENUE	$ 321	$ 972	$ 1,328	$ 2,332	$ 1,562	$ 1,081	$ 1,347	$ 1,173	$ 903	$ 780	$ 681	$ 1,562	$ 2,032
CURB MGMT CONTRACT SOFTWARE LICENSE/HOSTING	$ 2,493	$ 2,493	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581	$ 2,581
BEACON LICENSING	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
TAXI - TOTAL EXPENSE	$ 3,493	$ 3,493	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581	$ 3,581
OPERATING INCOME / (LOSS)	$ (3,172)	$ (2,521)	$ (2,253)	$ (1,249)	$ (2,019)	$ (2,500)	$ (2,234)	$ (2,408)	$ (2,678)	$ (2,801)	$ (2,900)	$ (2,019)	$ (1,549)

FYTD 2021 (July 2020 - June 2021) OPERATING INCOME / (LOSS) $ (22,357)

CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS) $ (27,131)

13-MONTH ROLLING COMPARISON

Transportation Network Companies (TNCs)



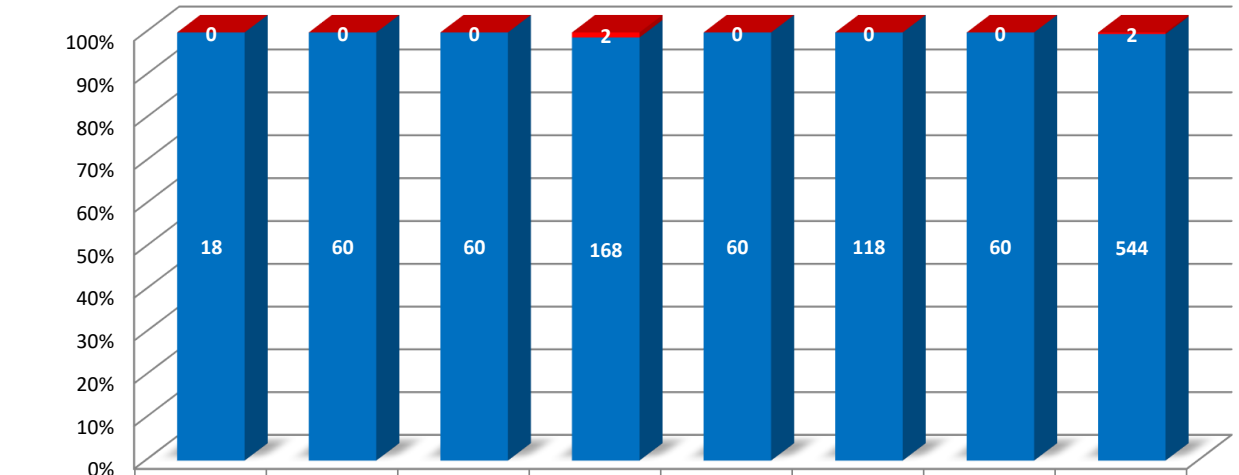
	2020 MARCH	2020 APRIL	2020 MAY	2020 JUNE	2020 JULY	2020 AUGUST	2020 SEPTEMBER	2020 OCTOBER	2020 NOVEMBER	2020 DECEMBER	2021 JANUARY	2021 FEBRUARY	2021 MARCH
NUMBER OF TRIPS	2,821	380	618	1,056	1,341	1,489	1,726	2,014	1,754	1,846	1,462	1,330	2,023
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	$ 8,463	$ 1,140	$ 1,854	$ 3,168	$ 4,023	$ 4,467	$ 5,178	$ 6,042	$ 5,262	$ 5,538	$ 4,386	$ 3,990	$ 6,069
TNC PAYMENT PENALTIES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TNC - TOTAL REVENUE	$ 8,463	$ 1,140	$ 1,854	$ 3,168	$ 4,023	$ 4,467	$ 5,178	$ 6,042	$ 5,262	$ 5,538	$ 4,386	$ 3,990	$ 6,069

Cumulative 12-Month Operating Income: $ 51,117

Fiscal Year To Date (July 2020 - June 2021) Operating Income: $ 44,955

APRIL 2019

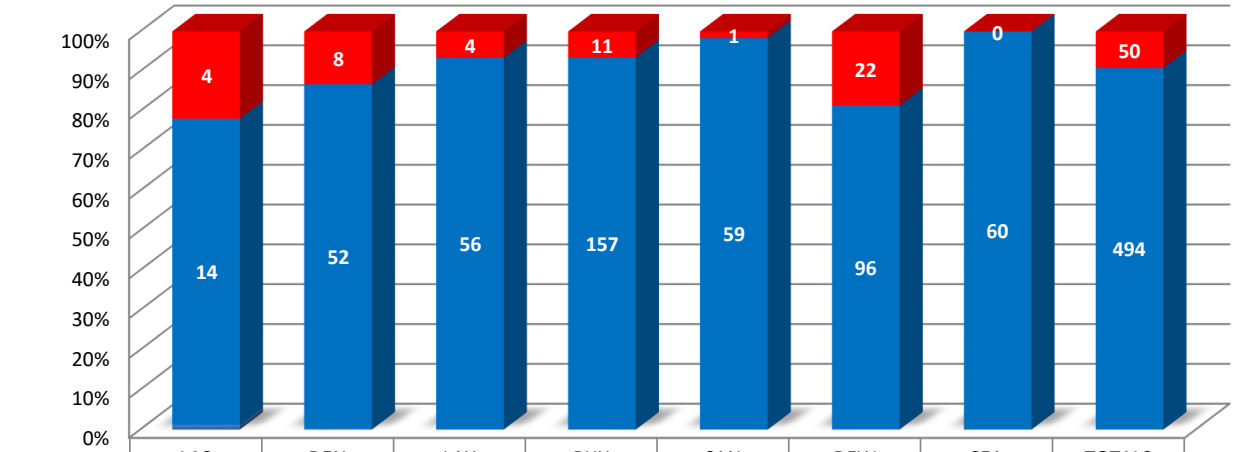
April Commercial Flights
Operated vs. Canceled



	LAS	DEN	LAX	PHX	SAN	DFW	SEA	TOTALS
Canceled	0	0	0	2	0	0	0	2
Operated	18	60	60	168	60	118	60	544
% Canceled	0.00%	0.00%	0.00%	1.18%	0.00%	0.00%	0.00%	0.37%

TOTAL CANCELED FLIGHTS: 2

April Commercial Flights
On Time vs. Delayed



	LAS	DEN	LAX	PHX	SAN	DFW	SEA	TOTALS
Delayed	4	8	4	11	1	22	0	50
On Time	14	52	56	157	59	96	60	494
% Delayed	22.22%	13.33%	6.67%	6.47%	1.67%	18.64%	0.00%	9.16%

TOTAL DELAYED FLIGHTS: 50

Monterey Regional Airport
May 2021 Flight Schedule

	ARRIVALS					DEPARTURES					
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)
CRJ900 (76)	PHX	American Airlines	5736	10:00 AM	MAY 1 - 26 EXC 4, 11, 18, 25	DFW	American Airlines	4424	6:00 AM	DAILY	EMB175 (76)
EMB175 (76)	SAN	Alaska	3417	10:35 AM	DAILY	PHX	American Airlines	5868	7:00 AM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX	United	5310	11:10 AM	DAILY	PHX	American Airlines	5736	10:35 AM	MAY 1 - 26 EXC 4, 8, 11, 15, 18, 22, 25	CRJ900 (76)
EMB175 (76)	DFW	American Airlines	4004	11:25 AM	DAILY EXC APR 4	SAN	Alaska	3359	11:20 AM	DAILY	EMB175 (76)
CRJ900 (76)	PHX	American Airlines	5768	12:55 PM	MAY 6 - 31 EXC 8, 15, 22,	DFW	American Airlines	4004	12:05 PM	DAILY	EMB175 (76)
EMB175 (76)	SEA	Alaska	3465 3441	12:00 PM 1:45 PM	MAY 1 - 19 MAY 20 - 31	DEN	United	5900	12:35 PM	DAILY	CRJ200 (50)
CRJ200 (50)	DEN	United	4649 5438	2:00 PM 1:20 PM	MAY 1 - 5 MAY 6 - 31	SEA	Alaska	3487 3308	12:40 PM 2:25 PM	MAY 1 - 19 MAY 20 - 31	EMB175 (76)
CRJ900 (76)	PHX	American Airlines	5812	3:50 PM	MAY 1 - 5	PDX	allegiant	2624	2:25 PM 3:35 PM	MAY 28 MAY 31	A319 (156)
A319 (156)	PDX	allegiant	2625	5:00 PM 7:55 PM	MAY 28 MAY 31	LAX	United	5410	4:20 PM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX	American Airlines	5761 5814	7:50 PM 9:35 PM	MAY 1 - 5 MAY 6 - 31	PHX	American Airlines	5812	4:30 PM 2:15 PM	MAY 1 - 5 MAY 6 -31	CRJ900 (76)
EMB175 (76)	DFW	American Airlines	4379	8:55 PM	DAILY						
A319 (156)	LAS	allegiant	60	4:25 PM 4:25 PM 11:55 AM 2:30 PM	MAY 3, 7, 10, 14, MAY 17, 21, 24 MAY 28 MAY 31	LAS	allegiant	61	5:05 PM 5:05 PM 5:45 PM 8:45 PM	MAY 3, 7, 10, 14, MAY 17, 21, 24 MAY 28 MAY 31	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.

*Alaska Air 2nd non-stop daily service to SAN is scheduled to begin on 6/17/2021

*JSX service to BUR and SNA once daily service Sunday, Monday, Thursday, and Friday operating out of the Monterey Jet Center is scheduled to begin on 6/11/2021

AGENDA ITEM: H
DATE: May 19, 2021

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Strategy and Development
DATE: May 1, 2021
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

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Attached is the current monthly Project Report for the Planning and Maintenance Departments with the following highlights for April 2021:

- The COVID-19 Vaccine second dose Clinics were held on April 21, 22 and 26, 2021, again with approximately 400 participants.

- The DCFC Electric Vehicle Chargers are online and available to the public. This project has been completed.

- The Art at the Airport Wine Exhibit that was installed in November of 2019 will be coming down in Mid-May of 2021. The new exhibit will be installed by the end of June 2021 highlighting the rich agricultural history of the region and titled "*From the Ground Up – How Monterey County Feeds the World*".

	FUNDING				EXPENDITURES			STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2021 Expenditures to Date	4/30/2021	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2016-01	64	16-21-C-00-MRY	$1,783,654	$1,878,873	$0	$1,878,873	100%	**NEPA/PROPOSED SAFETY ENHANCEMENT PROJECTS**	Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued. The public comment period was extended for an additional 24 days beyond the 30-day period and closed on May 1, 2020.	FAA approved the FONSI on June 8, 2020. The Notice of Availablity was published on June 12, 2020. Project grant close out is in process.
1	2016-01	64	District Only at this time.	$756,346	$767,323	$0	$767,323	100%	**CEQA PROPOSED MASTER PLAN AND SAFETY ENHANCEMENT PROJECTS**	On November 26, 2018 the Final EIR was certified and the Master Plan Project was adopted. The Notice of Determination was posted with the Monterey County on November 26, 2018.	The EIR addendum certified at the August 12, 2020 Board meeting.
2	2019-01	70	18-22-C-00-MRY	$4,944,345	$1,445,373	$7,115,086	$8,560,459	100%	**INFIELD SAFETY AREA RECONSTRUCTION PHASE 1**	Construction began on May 3, 2020. Due to the reduced aviation activity, the construction hours are currently from 9:00 pm-5:30 am (5 days/week)	All final paperwork and project closeout has been subnmitted to the FAA for closeout.
3	2020-12	71	18-22-C-00-MRY	$11,000,000	$71,040	$417,287	$488,328	12%	**NORTHSIDE GA APRON CONSTRUCTION**	Grant was executed on 12/18/2020. Construction contracted was award to Teichert at the 12/18/20 BOD meeting.	Construction began on March 29, 2021
4	2020-13	72	18-22-C-00-MRY	$1,946,065	$27,073	$132,160	$159,233	37%	**NORTHEAST VSR IMPROVEMENTS**	Grant was executed on 9//10/2020. Construction contracted was award to Teichert at the 12/18/20 BOD meeting.	Construction began on March 29, 2021
OUTSIDE FUNDED PROJECTS:											
5	2019-03	N/A	N/A	$2,128,058	$25,408	$52,437	$77,845	5%	**WATER DISTRIBUTION SYSTEM**	A professional service contract with KHA was approved at the January 9, 2019 Board meeting to provide an analysis and cost estimate.	Staff and KHA continue to evaluate the feasibility of the distribution system.

	FUNDING				EXPENDITURES			STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2021 Expenditures to Date	4/30/2021	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
6	2021-02	N/A	N/A	$47,000	$0	$46,870	$46,870	100%	**PG&E ONBILL LIGHTING 2801 MONTEREY SALINAS HIGHWAY**	On Bill loan documents have been processed. CA Energy Partners have completed the installation..	Project and final paperwork have been completed.
PFC FUNDED PROJECTS											
7	2021-01	NA	20-24-C-00-MRY	$100,000	$0	$31,759	$31,759	50%	**RSA MITIGATION YEAR 6 & 7**	As the USFW approved Biologist, a contract with SWCA was executed.	SWCA/ECI continue to conduct monthly maintenance activities.
8	2021-03	N/A	20-24-C-00-MRY	$420,000	$0	$221,769	$221,769	95%	**FIDS,PA SYSTEM, ADA UPGRADES**	The FIDS installation was completed in December 2020.	The PA System upgrade project was completed and training with staff is ongoing.
9	2020-04	N/A	20-24-C-00-MRY	$100,000	$0	$0	$0	0%	**CCTV TERMINAL AND PERIMETER SECURITY UPGRADES**	No work has been completed on this project at this time.	Staff continue to evaluate and review camera and security system options.
DISTRICT ONLY FUNDED PROJECTS											
10	2020-14	N/A	N/A	$250,000	$0	$0	$6,740	10%	**BUILDING 505**		Board approved the contract with GGG for abatement at the April 2021 meeting. The work is scheduled to begin in the last week of May, 2021.
11	2021-03	N/A	N/A	$325,000	218,278.40 Paid by MBARD	$145,995	145995 75% reimbursement from CalEvip District total $ 36,499	100%	**ELECTRIC VEHICLE DC CHARGERS**	PG&E and JM Electric have completed the work.	Project has been completed and CalEvip 75% reimbursement request has been submitted in the amount of $109,496.

POLICE
DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

APRIL 2021

TO: Michael La Pier, Executive Director
FROM: Sergeant Roger Guzman
DATE: MAY 8, 2021
SUBJECT: Police Activity Report for APRIL 2021

The following is a summary of significant activity in the Police Department in APRIL 2021:

Highlights

Del Rey Oaks Police Officers responded to approx **6 door and gate alarms** in APRIL.

Training

Ofc.Moore provided updated training regarding MRY OPS. Acting Chief Bourquin and Ken Griggs meet weekly regarding MRY/DROPD operations.

Calls for Service

1. 4/04/21 SUN 1145 ACOP Bourquin
Airport Terminal: Check Point
ACOP Bourquin seized knife and ammo after TSA recovered at check point.

2. 4/19/21 TUES 2330 Sgt Nguyen
Airport Terminal:
Sgt Nguyen located a transient loitering inside the terminal. The transient was escorted off property.

3. 4/27/21 TUE 0137 Officer Moore
Airport Terminal: Restrooms
Ofcrs were directed by janitors regarding vandalism inside restroom

4. 4/28/21 WED 2115 Officer Andoy
AIRPORT Terminal Long Term Parking
Driver stuck in parking lot only had cash, Ofcr Andoy escorted him out of lot. Ofcr Andoy obtained his name and information.

END OF REPORT.