

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

**October 24, 2023 - 9:00 AM**

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

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, remote comments will not be allowed, except as outlined in the limited circumstances below.

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

In the event that a Board Member utilizes the procedure outlined in AB 2449 to attend a meeting, only then will remote public comments be allowed. Under those circumstances, when the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press \*9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

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

**A. CALL TO ORDER/ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS**

**D. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

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

**E. CONSENT AGENDA - ACTION ITEMS**

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

- Approve      1. [Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of September 15, 2023](#)
- Approve      2. [Minutes of the Air Carrier Service – Marketing – Community Relations Committee Meeting of the Monterey Peninsula Airport District Board of Directors of September 15, 2023](#)

- Approve 3. [Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of September 20, 2023](#)
- Approve 4. [Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of September 20, 2023](#)
- Approve 5. [Minutes of the Airport Property Development & Leases Committee Meeting of the Monterey Peninsula Airport District Board of Directors of October 13, 2023](#)
- Approve 6. [Minutes of the Budget & Finance Committee Meeting of the Monterey Peninsula Airport District Board of Directors of October 17, 2023](#)

**F. DEFERRED CONSENT AGENDA - ACTION ITEMS**

**G. REGULAR AGENDA - ACTION ITEMS**

- Presentation 1. [Air Service Consultant Quarterly Report by Mike Bown, Landrum & Brown](#)
- Appoint 2. Liaison/Representative to Transportation Agency for Monterey County (TAMC)
- Adopt 3. [Resolution No. 1860, A Resolution Approving a Construction Contract between the Monterey Peninsula Airport District and Granite Rock Company for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway](#)
- Adopt 4. [Resolution No. 1861, A Resolution Approving a Professional Services Agreement with Coffman Associates to Provide Environmental Monitoring for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway](#)
- Adopt 5. [Resolution No. 1862, A Resolution of the Monterey Peninsula Airport District to Establish a Remote Public Participation Policy for Board Meetings](#)

**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.](#)

Standing Committees:

- i. Budget and Finance Director Leffel & Gaglioti
- ii. Air Service, Marketing, Community Relations Directors Sawhney & Pick
- iii. Airport Property Development and Leases Directors Sawhney & Miller

b. Ad-Hoc Committees:

- i. Local Jurisdiction Liaison Director Sawhney & Leffel

c. Liaison/Representatives:

- i. Local Agency Formation Commission Director Leffel
- ii. Regional Taxi Authority Director Pick
- iii. Transportation Agency for Monterey County Vacant
- iv. Special Districts Association Liaison Director Sawhney
- v. Association of Monterey Bay Area Governments Director Miller

**I. CLOSED SESSION**

1. **EXECUTIVE DIRECTOR GOALS** [Government Code Section 54957(b)]. The Board will meet with the Executive Director and District Counsel to establish annual goals related to the following position: Executive Director.

**J. RECONVENE TO OPEN SESSION**

**K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS**

- Appoint Two Board Members to City of Monterey Communications Committee
- DRO FY24 Cost of Service for Police Services

**L. DISCUSSION OF FUTURE AGENDAS**

**M. ADJOURNMENT**

**AGENDA DEADLINE**

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

All items submitted by the public for possible inclusion on the Board Agenda or in the Board packet must be received by 5:00 P.M. on the Friday before the first Wednesday of the month. This agenda is subject to revision and may be amended prior to the scheduled meeting.

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

# MINUTES OF THE SPECIAL MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

**September 15, 2023 – 9:00 AM**

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District has returned to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, remote comments will not be allowed, except as outlined in the limited circumstances below.

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## **A. CALL TO ORDER/ROLL CALL**

*Chair Sawhney called to order the Special Meeting of the Monterey Peninsula Airport District Board of Directors at 9:08 AM. Directors Gaglioti, Pick, and Leffel were in attendance. The following staff were present: District Counsel Huber and Acting Board Secretary Adams.*

## **B. PLEDGE OF ALLEGIANCE**

*District Counsel Huber led the Pledge of Allegiance.*

*Director Miller joined the meeting at 9:10 AM.*

## **C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS**

*None.*

## **D. CLOSED SESSION**

- 1. ANNUAL EVALUATION** [Government Code Section 54957(b)]. The Board will meet with the Executive Director and District Counsel to consider the annual evaluation related to the following position: Executive Director.

*The Board entered Closed Session at 9:11 AM.*

## **E. RECONVENE TO OPEN SESSION**

*The Board reconvened to Open Session at 11:30 AM. There was no reportable action taken during Closed Session.*

**F. ADJOURNMENT**

*The meeting adjourned at 11:37 AM.*

*Approved at the  
Meeting of October 24, 2023*

*Mary Ann Leffel, Chair Pro Tem*

*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

**September 15, 2023 – 1:30 PM**

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

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## **A. CALL TO ORDER**

*The meeting of the Air Carrier Service – Marketing – Community Relations Committee Meeting of the Monterey Peninsula Airport District was called to order at 1:43 PM. Director Pick, Executive Director La Pier and Acting District Secretary Adams were in attendance. Director Sawhney was expected to arrive shortly.*

## **B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS**

*None.*

## **C. REGULAR AGENDA – ACTION ITEMS**

Discussion 1. Landrum & Brown Quarterly Report – September 2023

*Executive Director La Pier answered questions about the Landrum and Brown September 2023 Quarterly Report. Director Sawhney arrived at 1:47 PM. Director La Pier addressed some of the reasons for variances between current flights and seats against 2019.*

*Executive Director La Pier reported on the pilot shortage and answered questions about other industry trends.*

Discussion 2. Air Carrier Service Development Update

*Executive Director La Pier reported there is a new service route that is likely to be announced in a few months and that JSX will be back in the Spring.*

*Executive Director La Pier answered questions about the Cancellation and Delays report.*

Discussion 3. Local Marketing and Outreach Update

*Executive Director La Pier gave an update on the cell phone data dashboard, which should be ready to roll out in a month or two; Mike Bown will give a remote presentation when it is ready.*

*Executive Director La Pier reported the airport app issues have been resolved with the current version available on both Apple and Android.*

Discussion 4. Passenger Comments, Services and Amenities Update

*In answer to questions, Executive Director La Pier assured Directors that passenger comments, both positive and negative, are shared with the airline and TSA station managers when appropriate.*

Discussion 5. Community Noise Concerns Update

*Executive Director La Pier stated most of the noise complaints were about the F35 military aircraft. However, there were also almost 180 aircraft on Airport during Car Week.*

**E. ADJOURNMENT**

*The meeting adjourned at 2:20 PM.*

*Approved at the  
Meeting of October 24, 2023*

*Mary Ann Leffel, Chair Pro Tem*

**A T T E S T**

*Michael La Pier, AAE  
District Secretary*

# MINUTES OF THE SPECIAL MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS AMENDED AGENDA

## September 20, 2023 – 8:00 AM

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, remote comments will not be allowed, except as outlined in the limited circumstances below.

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### **A. CALL TO ORDER/ROLL CALL**

*Chair Sawhney called to order the Special Meeting of the Monterey Peninsula Airport District Board of Directors at 8:11 AM. Directors Gaglioti and Leffel were also in attendance. Director Pick was absent. Director Miller was expected to attend the meeting shortly. The following staff were present: District Counsel Huber and Acting Board Secretary Adams.*

### **B. PLEDGE OF ALLEGIANCE**

*Director Leffel led the Pledge of Allegiance.*

### **C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS**

*None.*

*Director Miller joined the meeting at 8:13 AM.*

### **D. CLOSED SESSION**

- 1. ANNUAL EVALUATION** [Government Code Section 54957(b)]. The Board will meet with the Executive Director and District Counsel to consider the annual evaluation related to the following position: Executive Director.

*The Board went into Closed Session at 8:14 AM.*

### **E. RECONVENE TO OPEN SESSION**

*The Board reconvened to Open Session at 9:02 AM. There was no reportable action taken.*



**F. ADJOURNMENT**

*The meeting adjourned at 9:03 AM.*

*Approved at the  
Meeting of October 24, 2023*

*Mary Ann Leffel, Chair Pro Tem*

*A T T E S T*

*Michael La Pier, AAE  
District Secretary*

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

September 20, 2023 - 9:00 AM

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

AND

Navy Gateway Inn & Suites Lobby  
1688 Perry Road  
Newport, RI 02841

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, remote comments will not be allowed, except as outlined in the limited circumstances below.

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## **A. CALL TO ORDER/ROLL CALL**

*Chair Sawhney called to order the Regular Meeting of the Monterey Peninsula Airport District Board of Directors at 9:12 AM. Directors Gaglioti, Pick, Leffel, and Miller were in attendance. Director Pick was participating remotely from the alternate location posted on the agenda. The following staff were present: Executive Director La Pier, District Counsel Huber, Deputy Executive Director Morello, Controller Wilson, and Acting Board Secretary Adams.*

## **B. PLEDGE OF ALLEGIANCE**

*Director Miller led the Pledge of Allegiance.*

## **C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS**

*Director Leffel announced that Woody's at the Airport was nominated as one of the ten (10) best sit-down restaurants at an airport by USA Today and voting for #1 is in progress by reader's choice. She encouraged everyone to vote.*

*District Counsel Huber announced that he had been given direction at the last meeting to bring to the Board rules to be adopted that allow remote public participation during Board of Directors' meetings and although he did not get that ready for today's meeting, we will take remote public comment today.*

## **D. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

*None.*

*Director Pick left the meeting due to technical difficulties at 9:16 AM.*

**E. CONSENT AGENDA - ACTION ITEMS**

- Approve 1. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of August 16, 2023
- Approve 2. Minutes of the Airport Property Development & Leases Committee Meeting of September 8, 2023
- Approve 3. Chair Sawhney's Request to Attend the NBAA Conference in Las Vegas, NV, October 17-19, 2023
- Approve 4. Chair Sawhney's Appointment of Director John Gaglioti to the Vacant Position on the Monterey Peninsula Airport District Budget and Finance Standing Committee

*Director Leffel motioned to approve Consent Agenda Items E.1 – E.4. Director Gaglioti seconded. The motion passed unanimously by a roll call vote of 4-0 with Director Pick absent.*

*Director Pick rejoined the meeting by remote videoconference at 9:19 AM.*

**F. DEFERRED CONSENT AGENDA - ACTION ITEMS**

*None.*

**G. REGULAR AGENDA - ACTION ITEMS**

- Adopt 1. Resolution No. 1857, A Resolution Authorizing and Approving the Work Order between the Monterey Peninsula Airport District and Coast Counties Glass, Inc.

*Deputy Executive Director Morello presented Item G.1. She indicated the new glass will be installed above the existing panels at the outdoor gate and the project was included in the FY 2024 Capital Improvement Budget, District Only Funded Capital Acquisitions, under Terminal Improvements.*

*No Public Comment.*

*Director Leffel motioned to adopt Resolution No. 1857, A Resolution Authorizing and Approving the Work Order between the Monterey Peninsula Airport District and Coast Counties Glass, Inc. Director Gaglioti seconded. The motion passed unanimously by a roll call vote of 5-0.*

- Adopt 2. Resolution No. 1858, A Resolution Certifying the Mitigated Negative Declaration for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project

*District Counsel Huber explained that when certifying a mitigated negative declaration, it is required to hold initial studies, do analysis, notice the public for review, and allow public comment at a Public Hearing, which will be opened after the staff presentation.*

*Deputy Executive Director Morello reviewed the history of the well project and presented slides that described the mitigation measures identified in the Initial Study and during the review period. One of the mitigation requirements was added based on comments from the City of Monterey during the review period.*

*The Public Hearing opened at 9:41 AM.*

*No Public Comments.*

The Public Hearing closed at 9:42 AM.

Deputy Executive Director Morello answered questions from the Board.

Director Leffel motioned to adopt Resolution No. 1858, A Resolution Certifying the Mitigated Negative Declaration for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project. Director Miller seconded. The motion passed unanimously by a roll call vote of 5-0.

Adopt 3. Resolution No. 1859, A Resolution Authorizing and Amending the Fiscal Year 2024 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District

Controller Wilson presented Item G.3 reminding the board that a new position for Financial Analyst had been approved as part of the Fiscal Year 2024 Salary Schedule. He explained that since the Financial Accountant has now retired, staff recommend combining the positions and changing the Financial Analyst to an Assistant Controller, creating an overall savings of \$85k annually.

Controller Wilson answered questions from the Board.

Director Leffel motioned to adopt Resolution No. 1859, A Resolution Authorizing and Amending the Fiscal Year 2024 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District. Director Gaglioti seconded. The motion passed unanimously by a roll call vote of 5-0.

Approve 4. Amendment to Employment Agreement with Michael La Pier

District Counsel Huber presented Item G.4 and proposed an amendment to the Amendment to Employment Agreement included in the packet, to change the July 1, 2023 effective date in paragraph one to August 1, 2023 to match the contract.

No Public Comment.

Director Leffel motioned to approve the Amendment to Employment Agreement with Michael La Pier with the proposed amendment. Director Miller seconded. The motion passed by a roll call vote of 4-1 with Chair Sawhney voting no.

## **H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS**

### Standing Committees:

- |   |                            |
|---|----------------------------|
| i. Budget and Finance                           | Director Leffel & Vacant   |
| ii. Air Service, Marketing, Community Relations | Directors Sawhney & Pick   |
| iii. Airport Property Development and Leases    | Directors Sawhney & Miller |

### b. Ad-Hoc Committees:

- |                               |                           |
|-------------------------------|---------------------------|
| i. Local Jurisdiction Liaison | Director Sawhney & Leffel |
|-------------------------------|---------------------------|

### c. Liaison/Representatives:

- |   |                  |
|---|------------------|
| i. Local Agency Formation Commission            | Director Leffel  |
| ii. Regional Taxi Authority                     | Director Pick    |
| iii. Transportation Agency for Monterey County  | Vacant           |
| iv. Special Districts Association Liaison       | Director Sawhney |
| v. Association of Monterey Bay Area Governments | Director Miller  |

Director Leffel reported she and staff met informally to review financials but there was no committee meeting.

Director Pick reported for the Air Service Committee.

Director Leffel suggested the Landrum & Brown report be given to the entire Board quarterly. Executive Director La Pier agreed to put it on the October agenda.

Chair Sawhney reported for the Lease Committee. Controller Wilson gave a report on leases in development.

Matt Pasztaianiec, a member of the public, made Public Comment regarding the timing of the fuel station moving to the north side.

There was no Ad Hoc committee meeting.

There was no Regional Taxi Authority meeting.

There is no appointee to TAMC.

Chair Sawhney reported on the CSDA Conference in Monterey.

Director Miller reported on the AMBAG meeting.

**I. PENDING REQUESTS FOR FUTURE AGENDA ITEMS**

- Adopt Rules for Remote Public Participation during Board of Director Meetings
- Appoint Two Board Members to City of Monterey Communications Committee
- DRO FY24 Cost of Service for Police Services

**J. DISCUSSION OF FUTURE AGENDAS**

None.

**K. ADJOURNMENT**

The meeting adjourned at 10:48 AM.

Approved at the  
Meeting of October 24, 2023

Mary Ann Leffel, Chair Pro Tem

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**

**October 13, 2023 10:00 AM**

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

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## **A. CALL TO ORDER**

*The meeting of the Airport Property Development & Leases Committee Meeting of the Monterey Peninsula Airport District Board of Directors was called to order at 10:05 AM. Directors Miller & Sawhney, Executive Director La Pier, Controller Wilson, and Acting Board Secretary Adams were in attendance.*

## **B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS**

*None.*

## **C. PUBLIC COMMENTS**

*None.*

## **D. REGULAR AGENDA – ACTION ITEMS**

Review            1. Leasing Activity Review

*Executive Director La Pier turned the floor over to Controller Wilson to review recent leasing activity.*

*Controller Wilson updated the committee on the TSA Lease that starts October 2024 saying it is a five-year lease with a fixed 10% rate increase.*

*Controller Wilson reviewed the lease terms being negotiated with Kimley Horn for a vacated space at 2801 Monterey Salinas Highway. He reported the lease is being reviewed by legal counsel for both parties and there is a target move in by the end of 2023. Executive Director La Pier added the space will be used by their project team of 6-8 people for all of their regional projects.*

*Controller Wilson reported Graniterock will lease Suite F at 2801 Monterey Salinas Highway starting in November 2023.*

*There was a discussion about the environmental concerns in one of the empty buildings on the property at 2801 Monterey Salinas Highway.*

*Controller Wilson reported the outside storage tenants on the north side were asked to vacate and most have moved out at this point. Executive Director La Pier added this is where the dirt from the ramp area will be deposited. The upper RV lot will relocate adjacent to the lower RV lot so the upper RV lot can be filled in. Director Miller asked what the revenue loss is from the outside storage. Controller Wilson answered \$45K per month, and it was budgeted to account for that reduction of revenue.*

*Controller Wilson reported the old hangars on the south side are also being asked to vacate. During ramp construction we will lose some overflow parking for the rental cars and the rental agencies have been notified. Executive Director La Pier explained that we are investigating leasing some parking space on Garden Road but there are events that we normally support with parking spaces, like the AT&T, that we will not have the room to do this year.*

*Director Miller asked if there was any interest in the recently constructed Corporate hangar. Controller Wilson answered there were a few parties. Executive Director La Pier stated the interest is from word of mouth; the real estate broker has not started to market the property yet.*

*Director Sawhney asked about the hangar relocation with regards to the fuel island not being complete. Executive Director La Pier stated there will be a fuel truck in the meantime. There was a discussion about the types of fuel that would be available on the fuel island and at the Jet Center. Director Sawhney asked when we would purchase the hangars from the Jet Center. Controller Wilson stated there is a true up once construction is completed and he expects that to take 30-45 days.*

**E. ADJOURNMENT**

*The meeting adjourned at 11:10 AM.*

*Approved at the  
Meeting of October 24, 2023*

*Mary Ann Leffel, Chair Pro Tem*

**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

**October 17, 2023 – 10:30 AM**

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

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## **A. CALL TO ORDER**

*The meeting of the Budget & Finance Committee of the Monterey Peninsula Airport District Board of Directors was called to order at 10:34 AM. Directors Leffel and Gaglioti, Deputy Executive Director Morello, Controller Wilson, and Acting Board Secretary Adams were present.*

## **B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS**

*None.*

## **C. PUBLIC COMMENTS**

*None.*

## **D. REGULAR AGENDA – ACTION ITEMS**

Review            1. Resolution No. 18XX, A Resolution Approving a Construction Contract between the Monterey Peninsula Airport District and Granite Rock Company for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway

*Deputy Executive Director Morello reported this is a not-to-exceed contract and there is a possibility of some cost savings. Directors discussed the contract and agreed to recommend approval to the board.*

Review            2. Resolution No. 18XX, A Resolution Approving a Professional Services Agreement with Coffman Associates to Provide Environmental Monitoring for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway

*Deputy Executive Director Morello reported this is a not-to-exceed contract and is based on the consultants' estimate of the hours it will take to complete the environmental monitoring.*

*There was a discussion about the types of mitigation activities required, including pre-construction sweeps, training contractors, both biological and cultural monitoring, and required reports. Directors agreed to recommend approval to the board.*

*Directors suggested reviewing item D.7 prior to the rest of the Financial Statements.*

Discuss           7. Buildings and Business Personal Property Insurance Renewal

*Controller Wilson reported our property insurance is up for renewal and the best quote came in at \$700K due to the re-insurance markets reacting to the California fire risks. Our broker, Alliant, suggested a group called PRISM, which stands for Public Risk Innovation, Solutions, and Management. They pool*



*insurance for public agencies that become members. Controller Wilson contacted one of our local jurisdictions, who has been a member for 20 years, and they are happy with the product. The first date to be admitted as a member is after our insurance renewal date, so there will be a 3-month coverage with our current insurance company and then we will roll into PRISM.*

*Controller Wilson answered questions about the effects to the budget. Directors Leffel and Gaglioti agreed with the stated approach.*

Review            3. FYTD 2023 Statements

*Controller Wilson reviewed the landings, enplanements, and seat capacity. Director Leffel noted there are fewer landings, but enplanements are up due to the larger planes. Controller Wilson answered questions about the CPE (cost per enplanement), explaining that both fixed and variable costs affect the average; as enplanements go up the fixed costs per enplanement go down but the variable costs go up.*

*Directors discussed the possibilities for new airline service to Chicago.*

*There was a discussion about the tenants moving to the new hangars on the northeast side of the airport. Deputy Executive Director Morello reported 19 of the 24 tenants of the southeast hangars will move.*

*Controller Wilson gave a report on the inquiries for the corporate hangar. There is not yet a suitable tenant and our real estate agent is starting to market the space.*

*Controller Wilson pointed out August revenue included \$47K from Special Event Parking. There was a discussion about parking for both general aviation and cars during the construction planned for next year. Deputy Executive Director Morello answered questions.*

*Controller Wilson reported on the status of the FY 2023 Audited Financials.*

Review            4. Variance Analysis - MTD and YTD

*No discussion.*

Review            5. Accounts Receivable Aged Invoice Report

*No discussion.*

Discuss           6. Small Community Air Service Development Program Grant

*Discussed under item D.3.*

## **E. ADJOURNMENT**

*The meeting adjourned at 11:52 AM.*

*Approved at the  
Meeting of October 24, 2023*

*Mary Ann Leffel, Chair Pro Tem*

*A T T E S T*

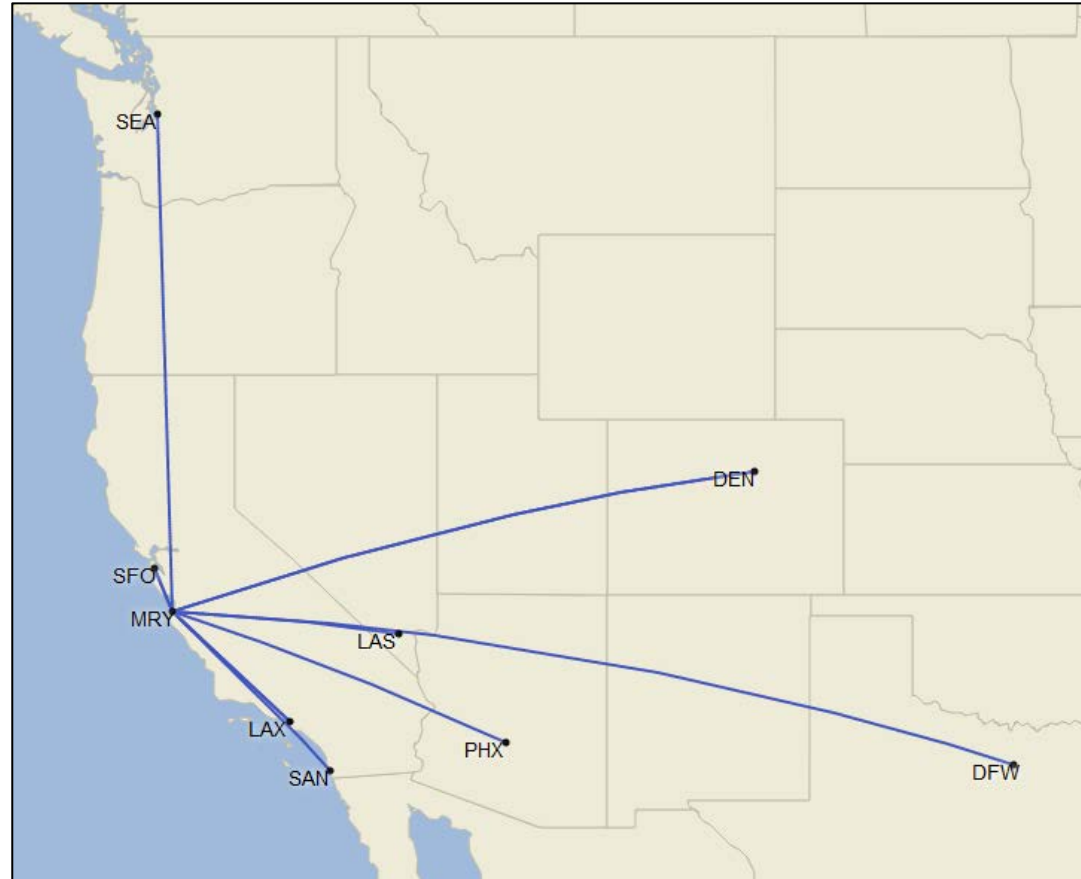
*Michael La Pier, AAE  
District Secretary*



# Monterey Regional Airport (MRY)

Quarterly Performance Update | 2Q23

# Air Service Route Map – October 2023



Airline	AA		AS		G4	UA			TOTAL
Destination	DFW	PHX	SAN	SEA	LAS	DEN	LAX	SFO	
Avg Daily RTs	2.0	3.0	1.0	0.9	0.3	1.0	2.1	2.1	12.4
Avg Seats/Trip	128	65	76	76	159	76	71	70	82



# MRY Forward Looking Seats and Flights

	Airline	Change from 2019 - Monthly Flights and Seats											
		Oct 2023		Nov 2023		Dec 2023		Jan 2024		Feb 2024			
		Flights	Seats	Flights	Seats	Flights	Seats	Flights	Seats	Flights	Seats		
<b>Percent Difference</b>													
Dallas-Fort Worth, TX	American	96.8%	231.4%	21.4%	104.5%	0.0%	68.4%	0.0%	0.0%	528.6%	958.6%		
Phoenix, AZ (PHX)	American	(4.3%)	(18.2%)	2.4%	(12.5%)	(18.0%)	(26.0%)	(2.2%)	(10.8%)	3.6%	(9.0%)		
San Diego, CA	Alaska	0.0%	0.0%	33.3%	33.3%	0.0%	0.0%	(25.8%)	(25.8%)	(25.0%)	(25.0%)		
Seattle, WA	Alaska	NEW	NEW	NEW	NEW	NEW	NEW	NEW	NEW	NEW	NEW		
Las Vegas, NV	Allegiant	12.5%	14.9%	(18.2%)	(14.7%)	0.0%	4.3%	0.0%	4.3%	0.0%	7.2%		
Denver, CO	United	(50.0%)	(24.0%)	(48.3%)	(22.3%)	(11.4%)	34.6%	(50.0%)	(24.0%)	(49.1%)	(22.7%)		
Los Angeles, CA	United	(51.9%)	(40.6%)	(47.3%)	(35.5%)	(57.1%)	(45.7%)	(50.5%)	(28.1%)	(42.0%)	(17.3%)		
San Francisco, CA	United	0.0%	18.4%	1.7%	42.6%	0.0%	29.0%	0.0%	44.7%	1.8%	41.5%		
<b>Total</b>		<b>(10.6%)</b>	<b>12.3%</b>	<b>(9.9%)</b>	<b>8.9%</b>	<b>(16.8%)</b>	<b>0.7%</b>	<b>(15.9%)</b>	<b>10.1%</b>	<b>(7.9%)</b>	<b>21.2%</b>		

\*Source: Diio Mi Schedule

\*\*Comparing time periods above to the comparable 2019 period



# MRY Forward Looking Seats and Flights

Destination	Airline	Change from 2019 - Monthly Flights and Seats											
		Oct 2023		Nov 2023		Dec 2023		Jan 2024		Feb 2024			
		#	Chg	#	Chg	#	Chg	#	Chg	#	Chg		
<b>Flights</b>													
Dallas-Fort Worth, TX	American	61	30	34	6	31	0	31	31	44	37		
Phoenix, AZ (PHX)	American	89	(4)	87	2	82	(18)	91	(2)	87	3		
San Diego, CA	Alaska	31	0	40	10	31	0	23	(8)	21	(7)		
Seattle, WA	Alaska	27	27	26	26	25	25	7	7	9	9		
Las Vegas, NV	Allegiant	9	1	9	(2)	9	0	9	0	8	0		
Denver, CO	United	31	(31)	30	(28)	31	(4)	31	(31)	29	(28)		
Los Angeles, CA	United	62	(67)	59	(53)	51	(68)	54	(55)	58	(42)		
San Francisco, CA	United	62	0	59	1	62	0	61	0	58	1		
<b>Total</b>		<b>372</b>	<b>(44)</b>	<b>344</b>	<b>(38)</b>	<b>322</b>	<b>(65)</b>	<b>307</b>	<b>(58)</b>	<b>314</b>	<b>(27)</b>		
<b>Seats</b>													
Dallas-Fort Worth, TX	American	7,808	5,452	4,352	2,224	4,352	1,612	3,968	3,968	5,632	5,100		
Phoenix, AZ (PHX)	American	5,785	(1,283)	5,655	(805)	5,655	(1,979)	6,305	(763)	5,809	(575)		
San Diego, CA	Alaska	2,356	0	3,040	760	3,040	0	1,748	(608)	1,596	(532)		
Seattle, WA	Alaska	2,052	2,052	1,976	1,976	1,976	1,900	532	532	684	684		
Las Vegas, NV	Allegiant	1,434	186	1,464	(252)	1,464	60	1,464	60	1,338	90		
Denver, CO	United	2,356	(744)	2,274	(652)	2,274	606	2,356	(744)	2,204	(646)		
Los Angeles, CA	United	4,388	(2,994)	4,130	(2,276)	4,130	(3,004)	3,936	(1,540)	4,156	(870)		
San Francisco, CA	United	4,340	674	4,136	1,236	4,136	988	4,450	1,374	4,144	1,216		
<b>Total</b>		<b>30,519</b>	<b>3,343</b>	<b>27,027</b>	<b>2,211</b>	<b>27,027</b>	<b>183</b>	<b>24,759</b>	<b>2,279</b>	<b>25,563</b>	<b>4,467</b>		

\*Source: Diio Mi Schedule

\*\*Comparing time periods above to the comparable 2019 period



# 2Q23 Benchmarking

## 2Q23 Benchmarking: MRY versus other Regional Airports

	Average Fare*	O&D Psgrs	% Change vs 2019			Carrier Share				
			Avg Fare	Psgs		AA	DL	UA	Other	
<b>MRY</b>	\$267	65,790		14%	10%		55%	0%	26%	19%
<b>PSP</b>	\$231	335,648		14%	29%		20%	9%	17%	54%
<b>SBA</b>	\$241	154,744		2%	28%		26%	0%	30%	44%
<b>SBP</b>	\$292	79,297		13%	18%		47%	0%	34%	19%
<b>STS</b>	\$169	82,038		(0%)	43%		17%	0%	0%	82%

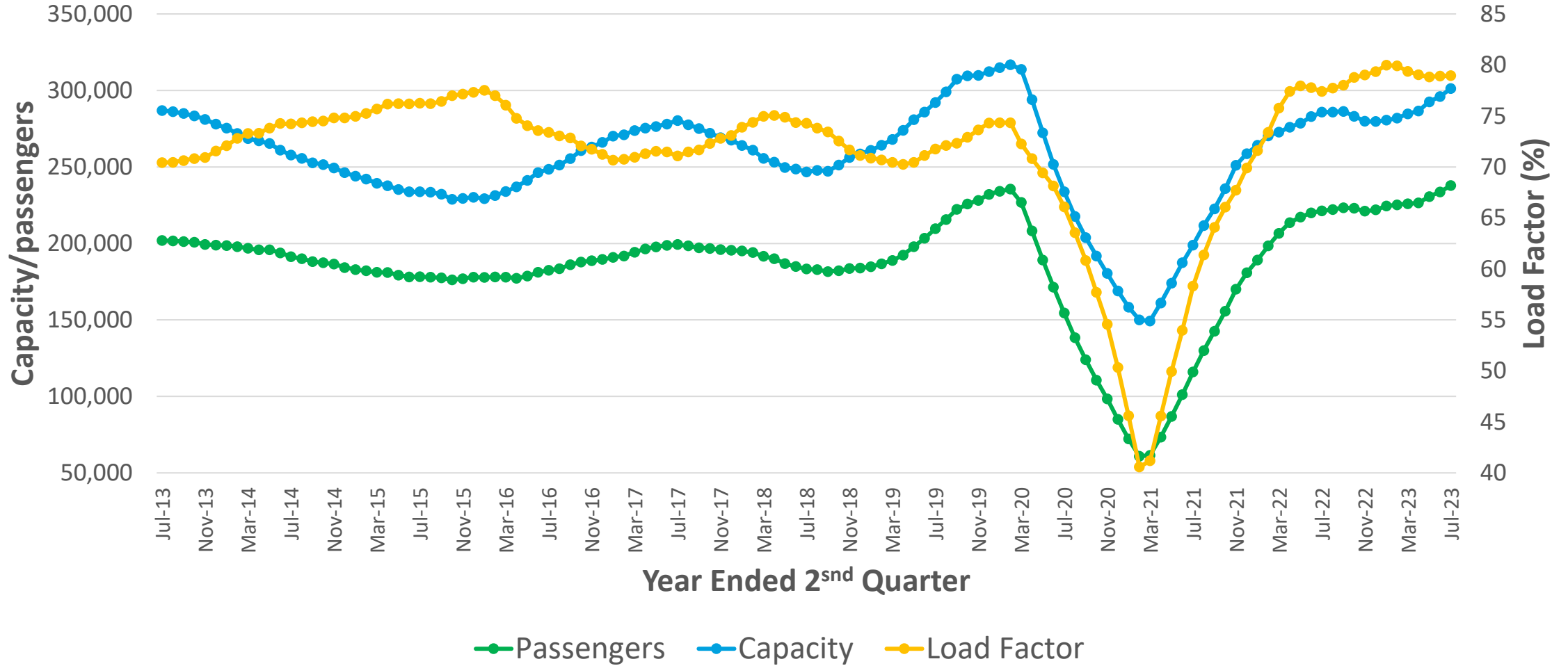
\* One way-trip excluding taxes and fees



\*Source: Diio Mi O&D

\*\*Comparing time periods above to the comparable 2019 period

# MRY Traffic/Capacity Trends



\*Source: Diio Mi T-100



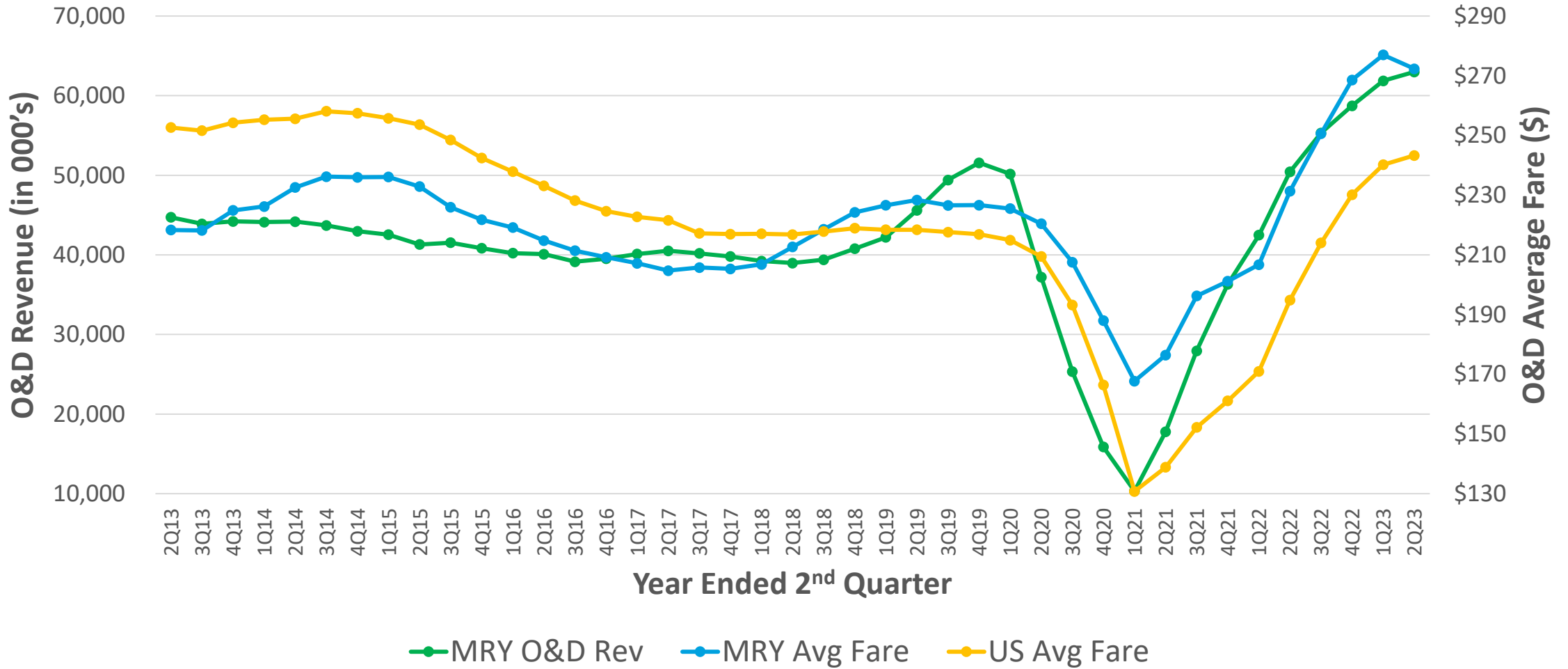
# Top O&D Markets: 2Q23

Rank	Destination	O&D Passengers	O&D Revenue (\$)	Average Fare (\$)	% Change vs 2019		
					Pax	Rev	Fare
1	Los Angeles, CA	61	10,818	178	(28%)	(24%)	6%
2	Phoenix, AZ (PHX)	61	13,136	217	3%	24%	20%
3	San Diego, CA	53	8,023	152	(12%)	9%	24%
4	Dallas-Fort Worth, TX (DFW)	43	11,573	270	15%	36%	18%
5	Las Vegas, NV	41	2,191	53	(11%)	(15%)	(4%)
6	Seattle, WA	39	6,226	160	562%	560%	(0%)
7	Denver, CO	26	6,132	239	9%	41%	29%
8	Chicago-O'Hare, IL (ORD)	17	5,516	329	15%	43%	24%
9	Washington-National, D.C.	14	4,716	347	(3%)	0%	3%
10	Newark, NJ	13	4,567	360	(5%)	(1%)	4%
11	Austin, TX	11	2,650	237	55%	31%	(15%)
12	Houston-Intercontinental, TX (IAH)	11	3,790	348	(8%)	15%	25%
13	Washington-Dulles, VA (IAD)	11	3,864	363	(32%)	(1%)	45%
14	Boston, MA	10	3,736	392	4%	37%	31%
15	Philadelphia, PA	9	3,372	366	8%	30%	20%
16	Orlando, FL (MCO)	9	3,012	329	74%	122%	27%
17	San Antonio, TX	9	2,275	251	58%	80%	14%
18	Charlotte-Douglas, NC	9	3,624	401	38%	72%	25%
19	Nashville, TN	9	2,314	259	92%	57%	(18%)
20	Tampa, FL	7	2,401	325	35%	63%	21%
<b>Total All Markets</b>		<b>723</b>	<b>193,003</b>	<b>267</b>	<b>10%</b>	<b>26%</b>	<b>14%</b>

\*Source: Diio Mi O&D; Figures are Daily Each Way

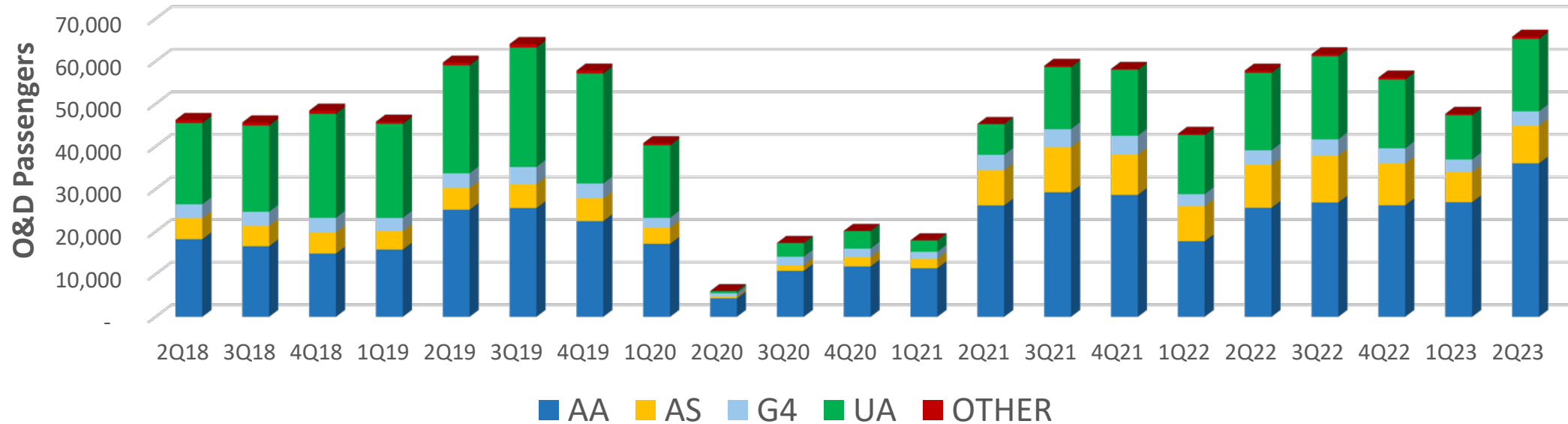


# Revenue/Fare Trends



\*Source: Diio Mi O&D

# MRY O&D Passenger Market Share



Year	Quarter	Airline Market Share				
		AA	AS	G4	UA	OTHER
2021	Q3	50%	18%	7%	25%	1%
	Q4	49%	16%	8%	27%	0%
2022	Q1	41%	19%	6%	32%	1%
	Q2	44%	17%	6%	31%	1%
	Q3	44%	18%	6%	32%	1%
	Q4	47%	18%	6%	29%	1%
2023	Q1	56%	15%	6%	22%	1%
	Q2	55%	13%	5%	26%	1%



\*Source: Diio Mi O&D

# Load Factor Trends

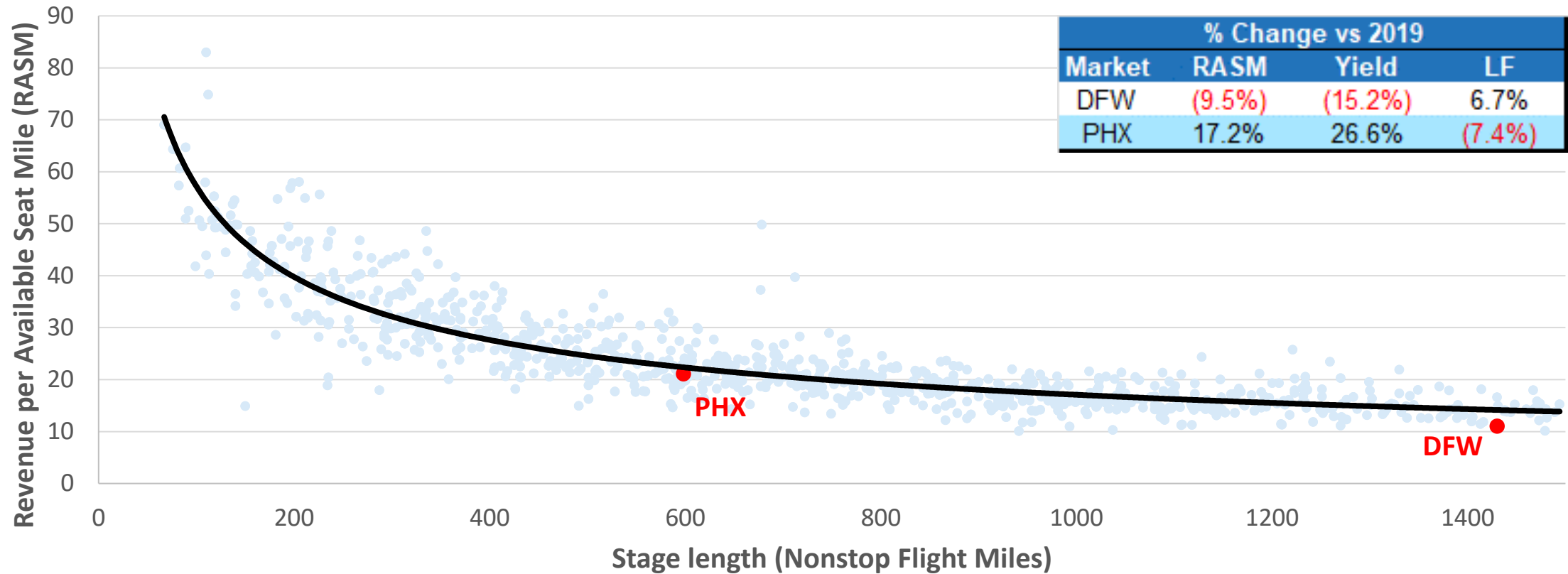
Destination	Airline	2020		2021				2022				2023		Jul LF	YOY Q2 Change	
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		'23 vs '21	'23 vs '22
Dallas-Fort Worth, TX	American	65	53	44	84	90	87	84	91	88	84	71	71	89	(13)	(20)
Phoenix, AZ (PHX)	American	54	55	41	75	81	75	75	88	80	81	71	71	82	(4)	(17)
San Diego, CA	Alaska	26	34	21	57	81	81	65	80	83	82	80	80	83	23	0
Seattle, WA	Alaska			28	66	74	55	60	74	76	74	81	61	77	-	(13)
Las Vegas, NV	Allegiant	47	47	46	73	76	76	65	82	80	78	74	74	94	1	(8)
Portland, OR	Allegiant				42	50	51								-	-
Denver, CO	United	55	64	63	92	91	90	85	90	90	89	87	87	88	(5)	(3)
Los Angeles, CA	United	29	30	26	68	75	82	67	75	85	78	76	76	72	8	1
San Francisco, CA	United	27				80	74	71	70	78	74	70	70	68	70	-
<b>Total</b>		<b>43</b>	<b>47</b>	<b>38</b>	<b>70</b>	<b>78</b>	<b>75</b>	<b>72</b>	<b>81</b>	<b>83</b>	<b>80</b>	<b>76</b>	<b>74</b>	<b>82</b>	<b>(4)</b>	<b>(9)</b>



\*Source: Diio Mi T-100

# AA RASM Performance

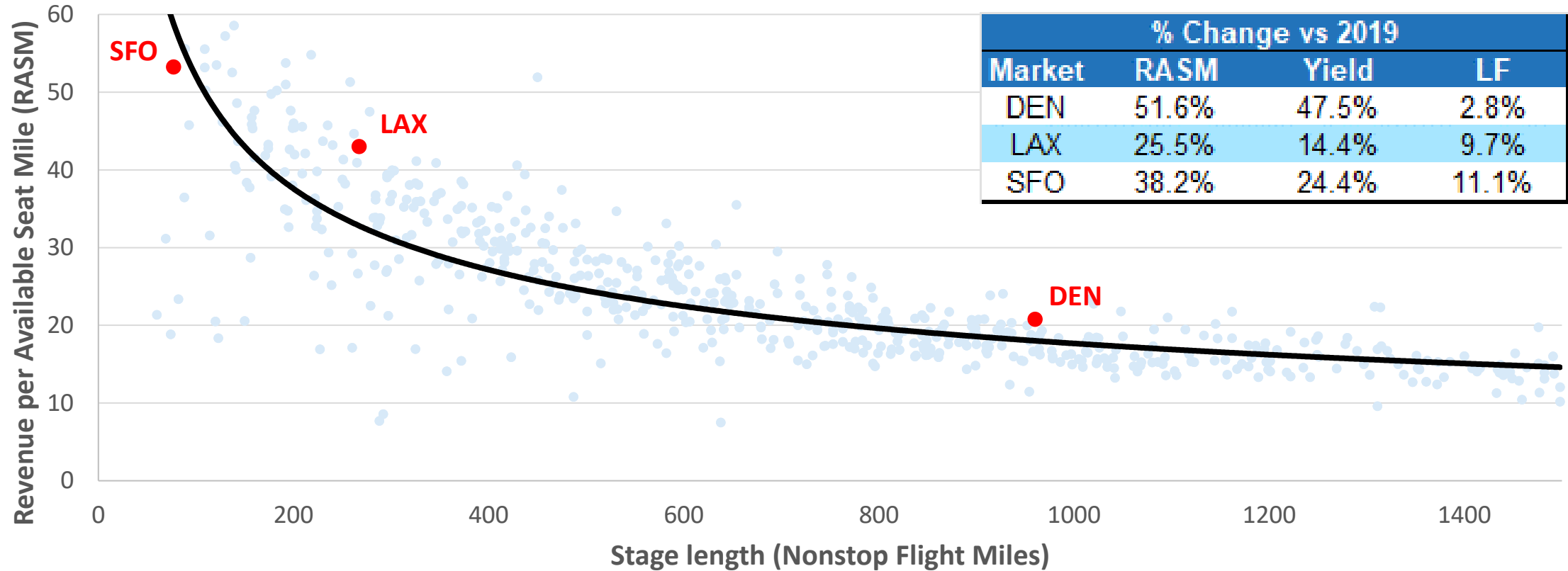
RASM & Stagelength  
For markets < 1,500 miles



\*Source: Diio Mi Airline Performance; 2Q2023

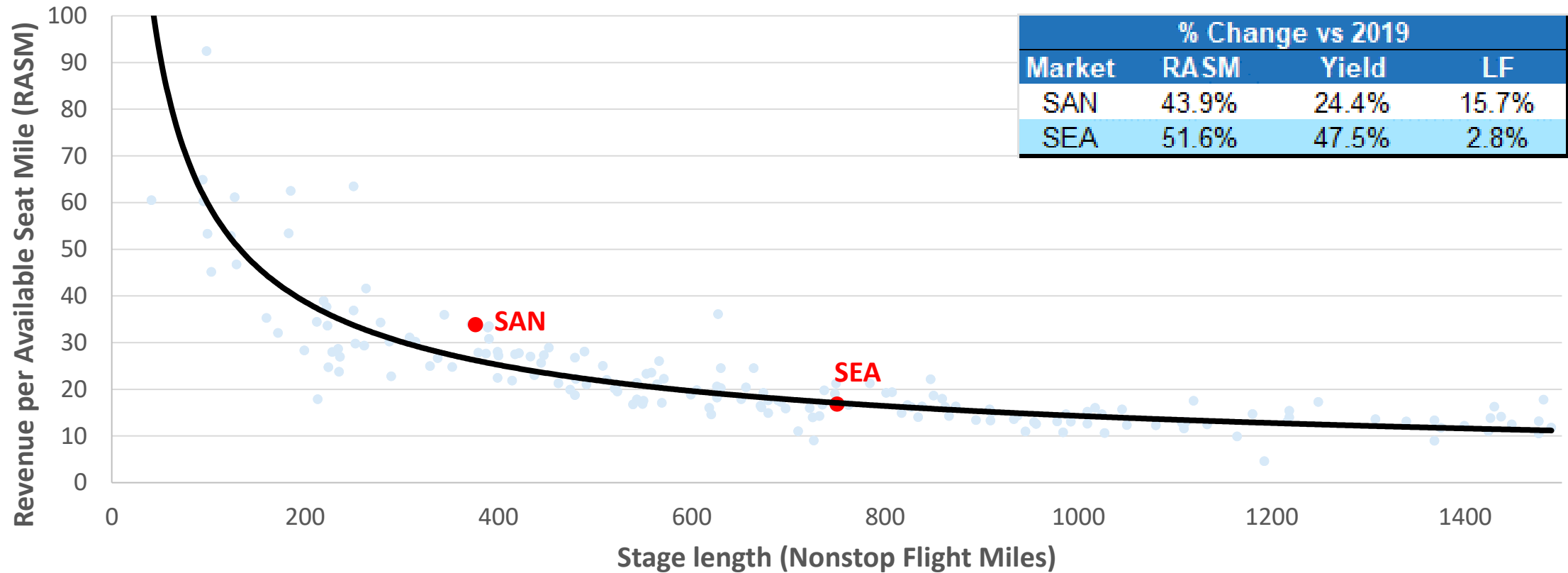
# UA RASM Performance

RASM & Stagelength  
For markets < 1,500 miles



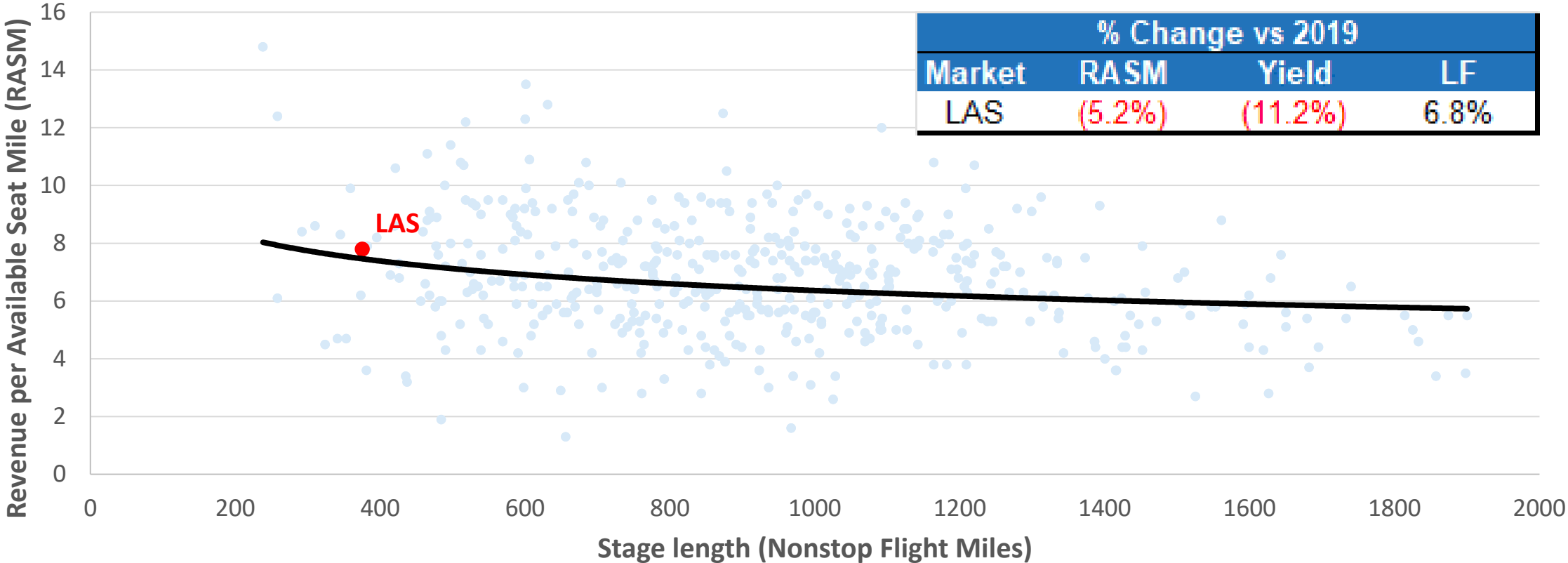
# AS RASM Performance

RASM & Stagelength  
For markets < 1,500 miles



# G4 RASM Performance

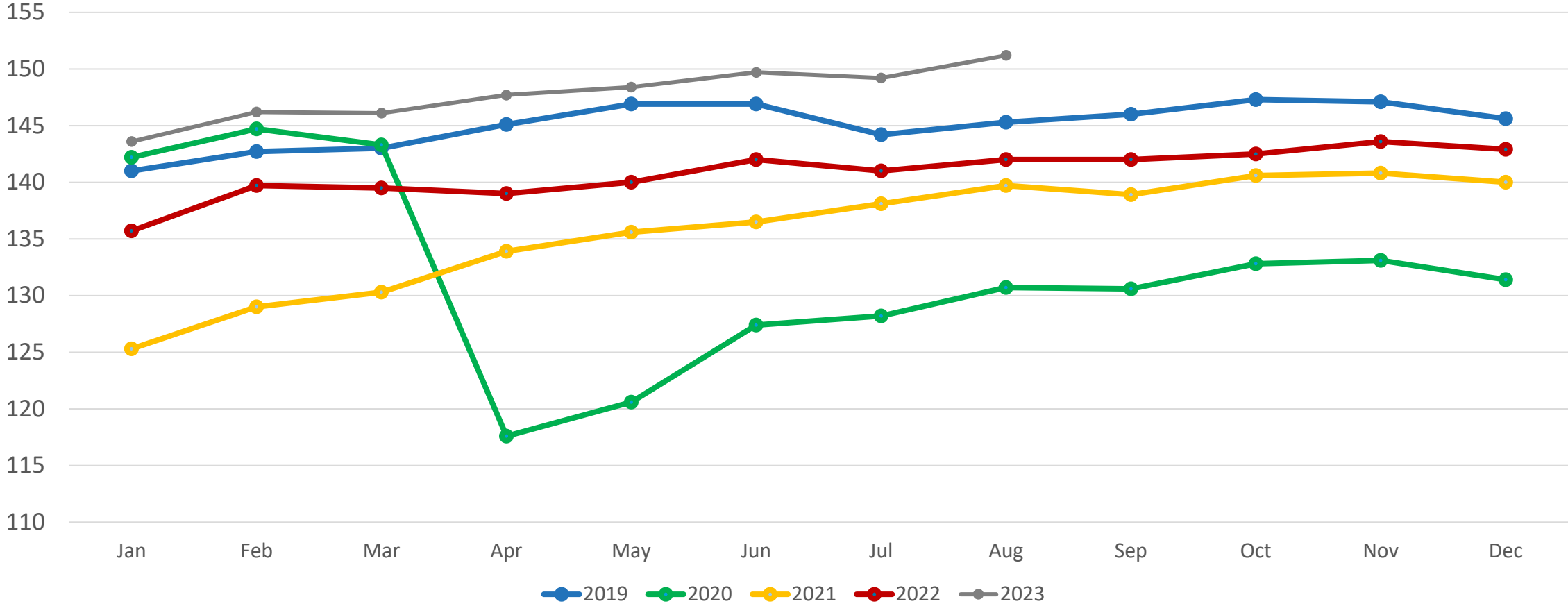
RASM & Stagelength  
For markets < 2,00 miles





# Salinas, CA MSA: Total Nonfarm Payrolls (in 000s)

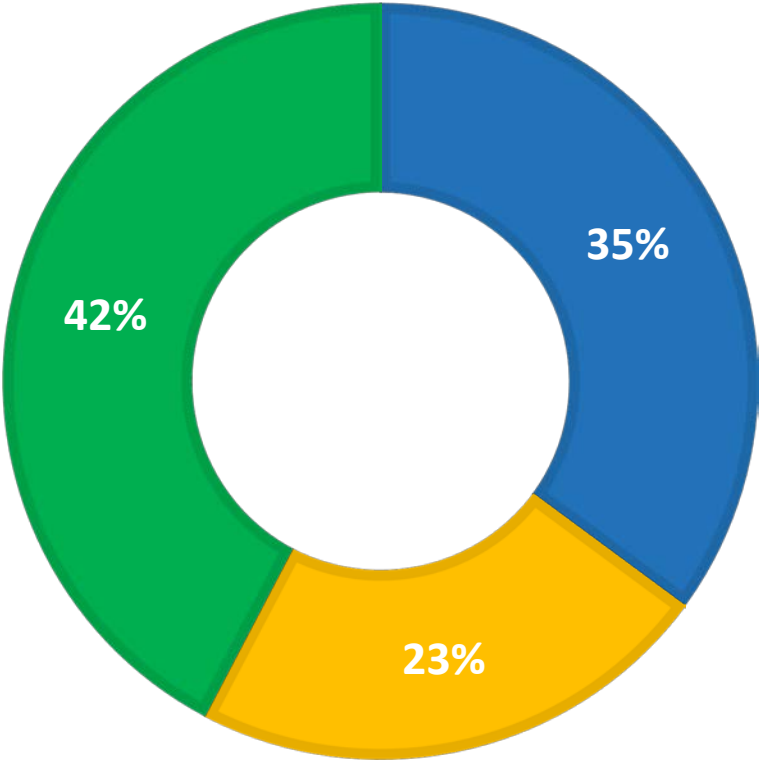
## Salinas, CA MSA: Number of People Employed (in 000s)



# MRY Leakage

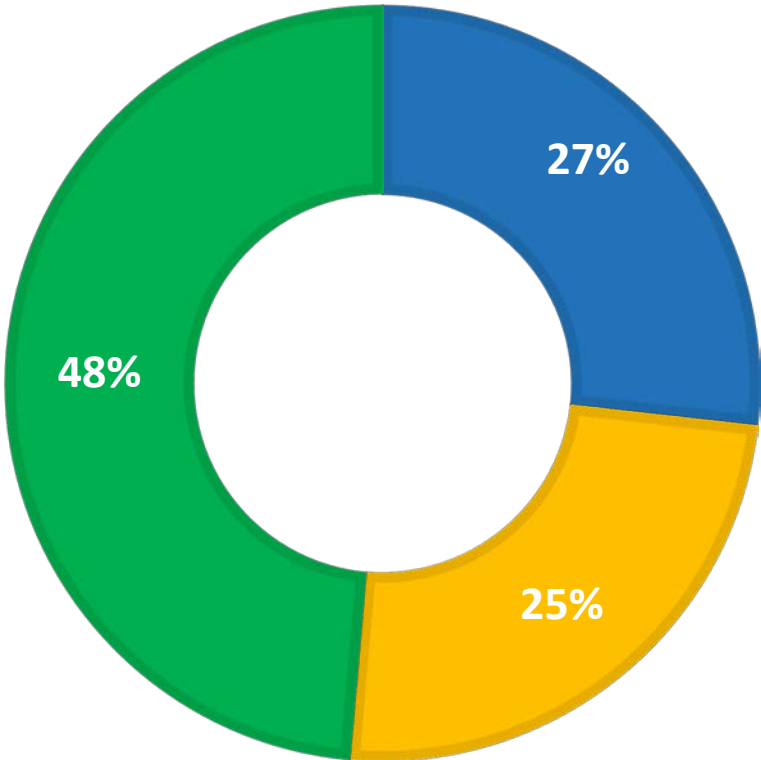
AIRPORT OF ORIGIN  
AUGUST 2023 (WITHIN 15 MILES)

■ MRY ■ SJC ■ SFO



AIRPORT OF ORIGIN  
AUGUST 2022 (WITHIN 15 MILES)

■ MRY ■ SJC ■ SFO



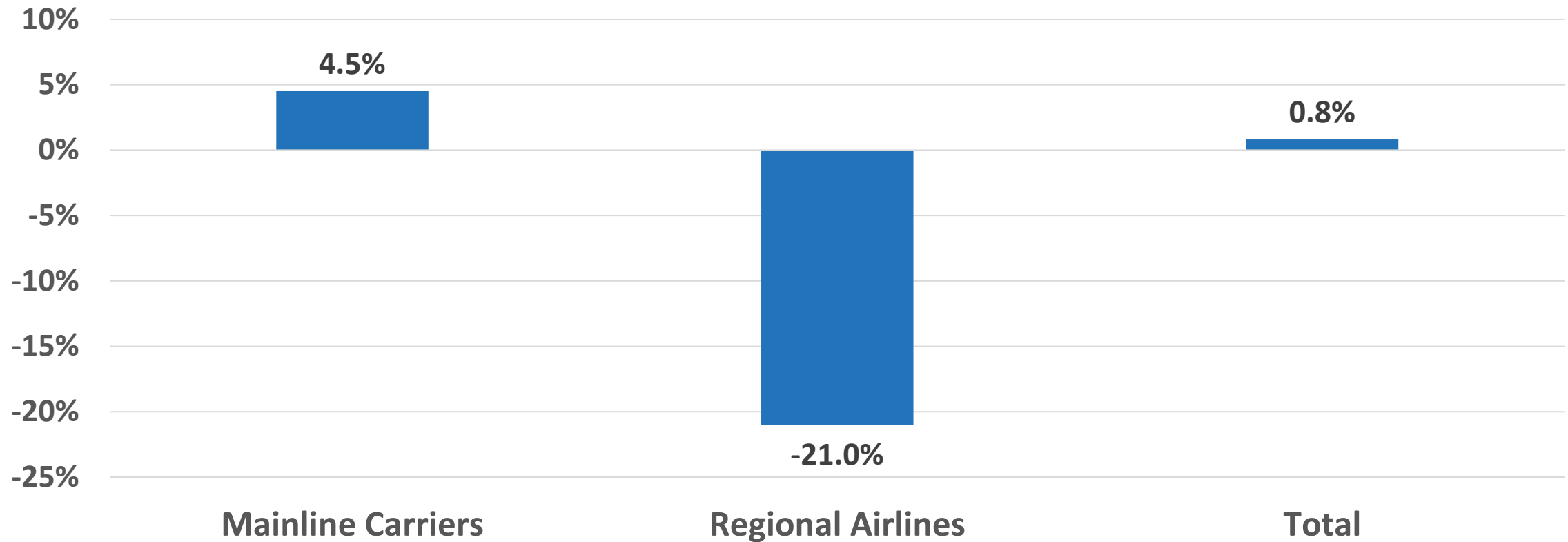
\*Source: ArcCorp

# Key Industry Trends

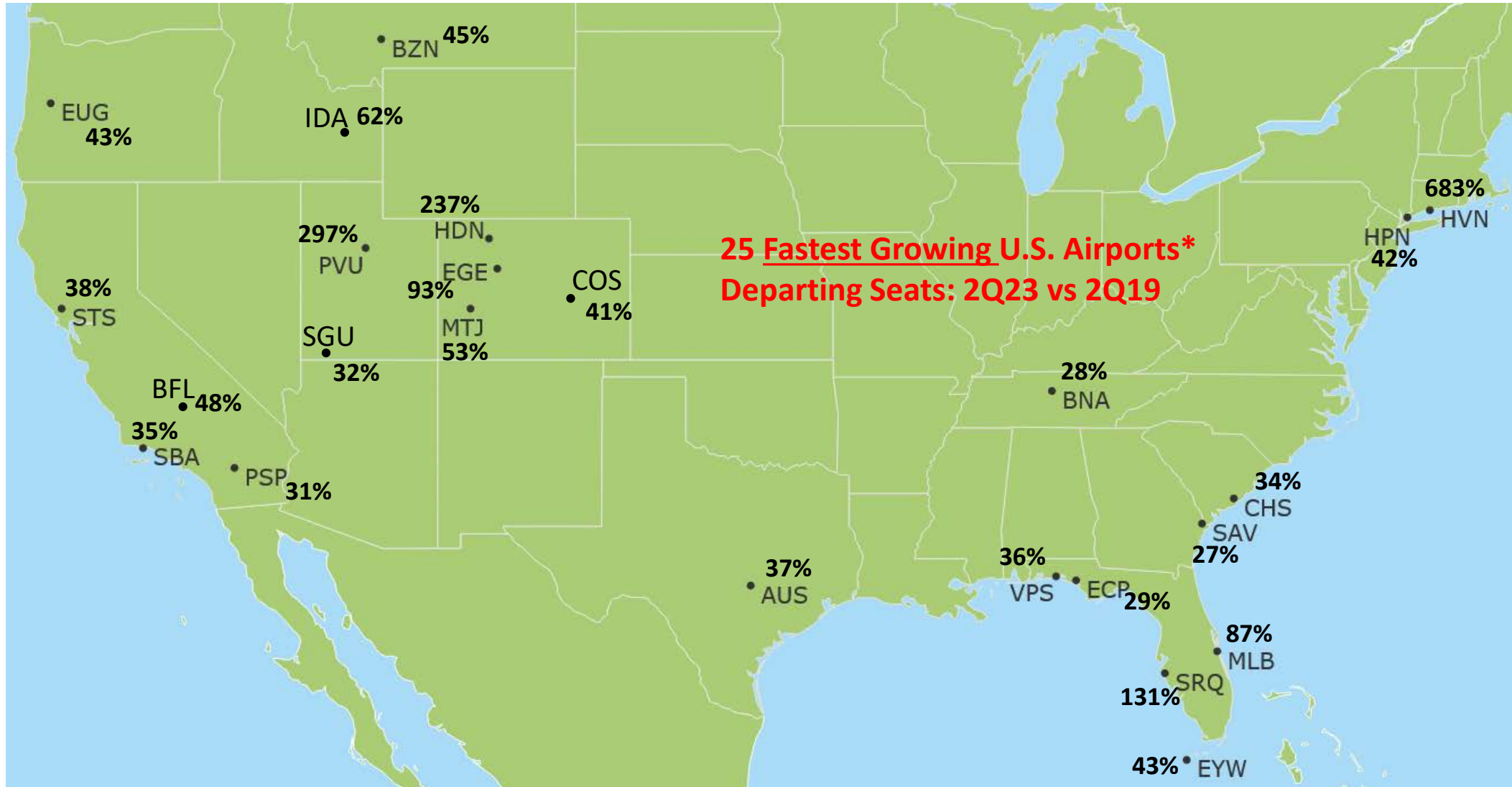
A series of horizontal lines in grey, light blue, and white, stacked together, spanning the width of the slide below the title.

# #1 Trend: Regional airline pilot shortages that mostly serve smaller markets are driving traffic declines

## U.S. Scheduled Seat Capacity Change: By Airline Type August Year-To-Date: 2023 vs 2019

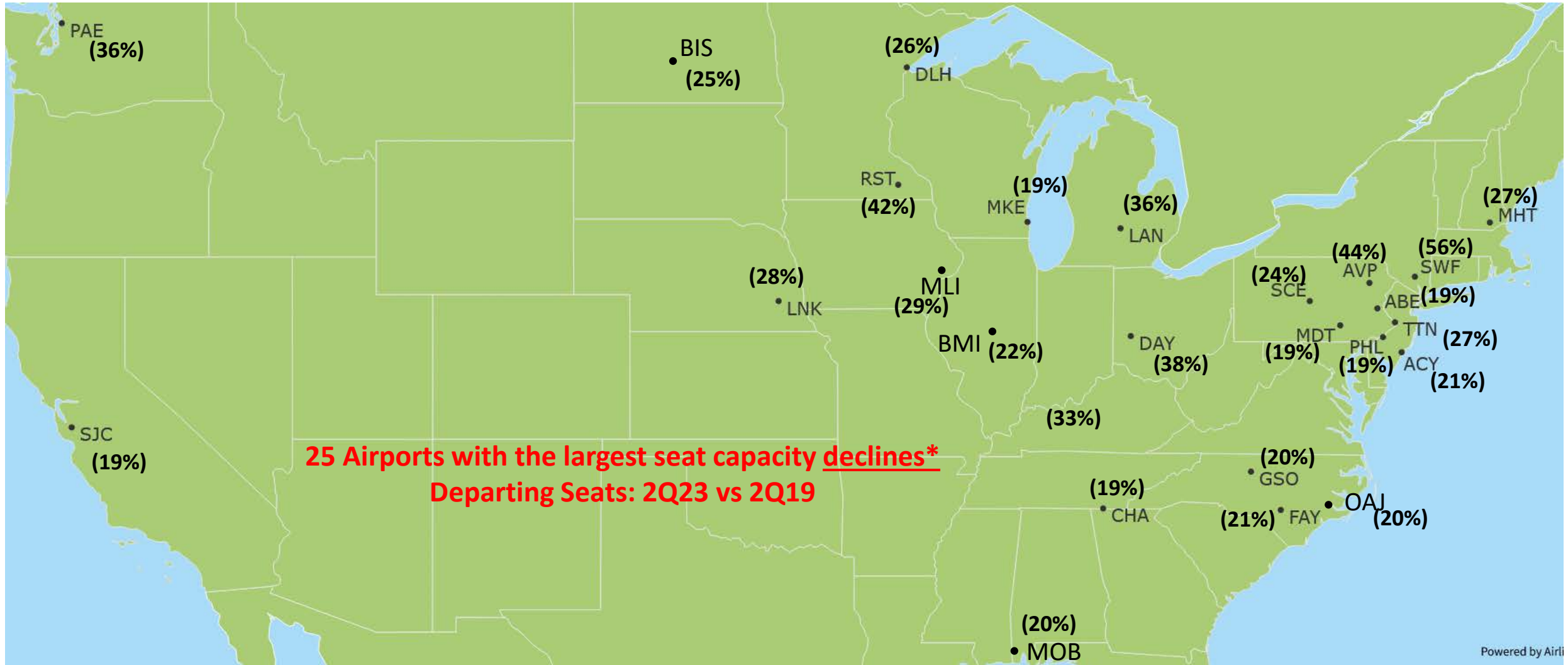


## #2 Trend: Shifting of traffic to markets that are growing (migration) & generally leisure-oriented...



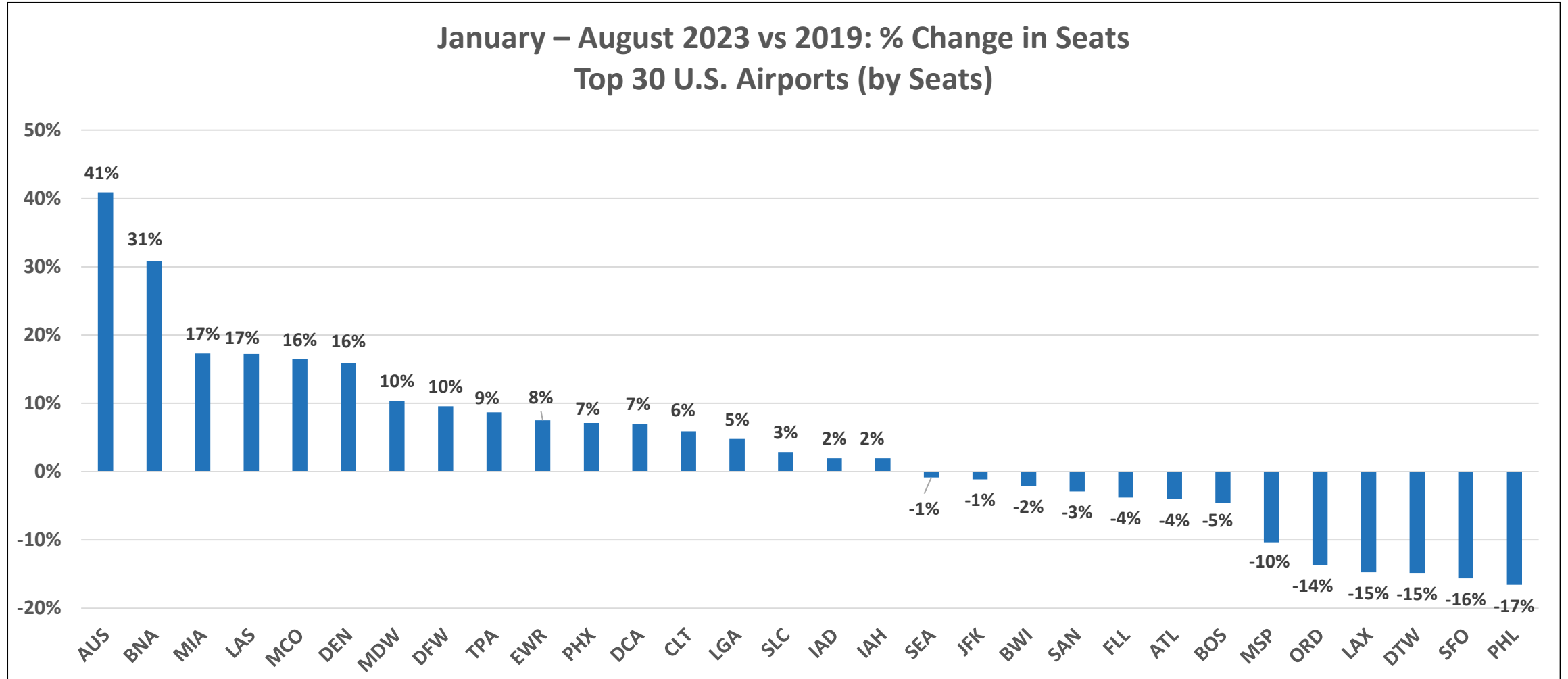
\* Of top 200 airport (seats)

# ... away from airports that are typically more business-oriented



\* Of top 200 airport (seats)

# Largest airports are seeing similar trends, although carrier strategic plans also factoring in

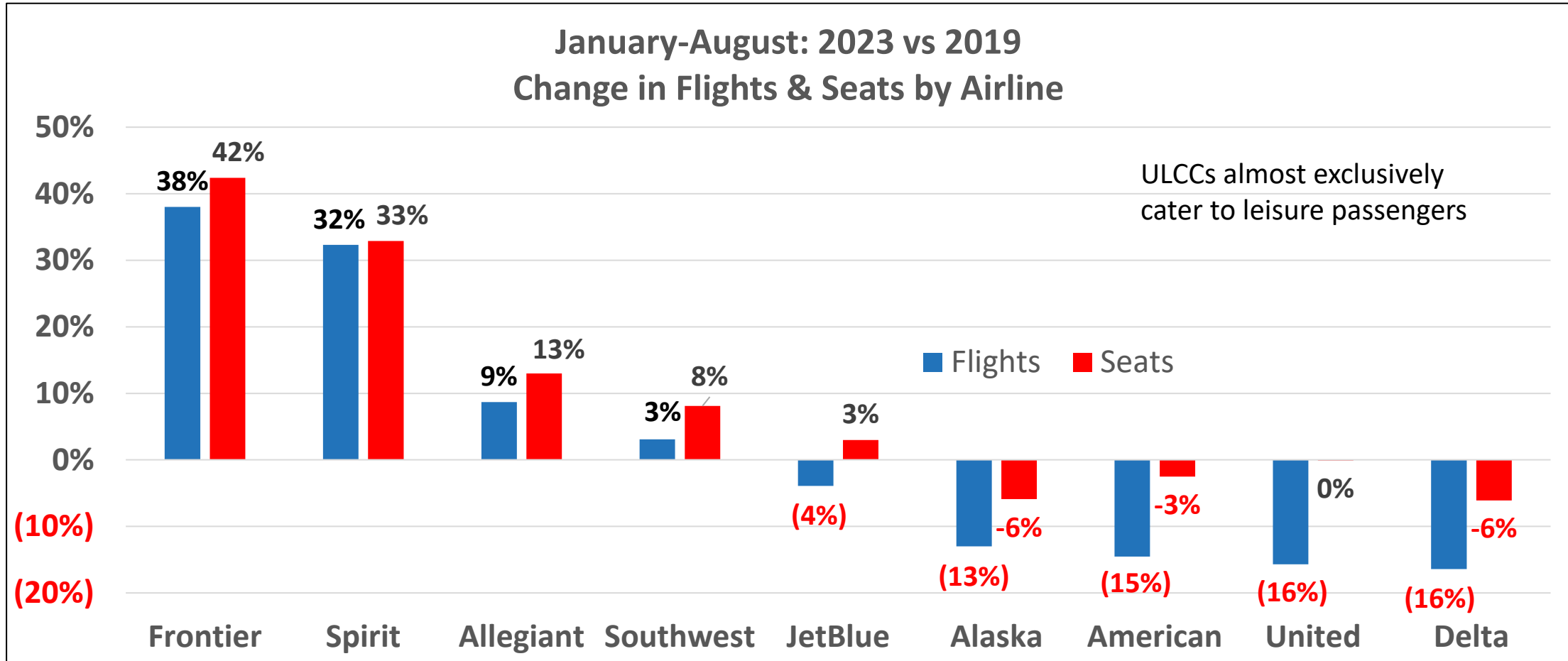


## #3 Trend: Leisure travel demand outpacing business travel

- In general, while improving business travel is still 20% below 2019 levels
- Large auto maker: Domestic back to 2019 levels, although international still down 20% (Europe) to 30%+ (Asia and Latin America)
- Select high tech companies starting to travel again (Microsoft), while many others are still well below 2019 levels
- In general, domestic travel weakening of late, although still above 2019 levels (thanks to strong leisure travel); Europe very strong of late with Asia still weak

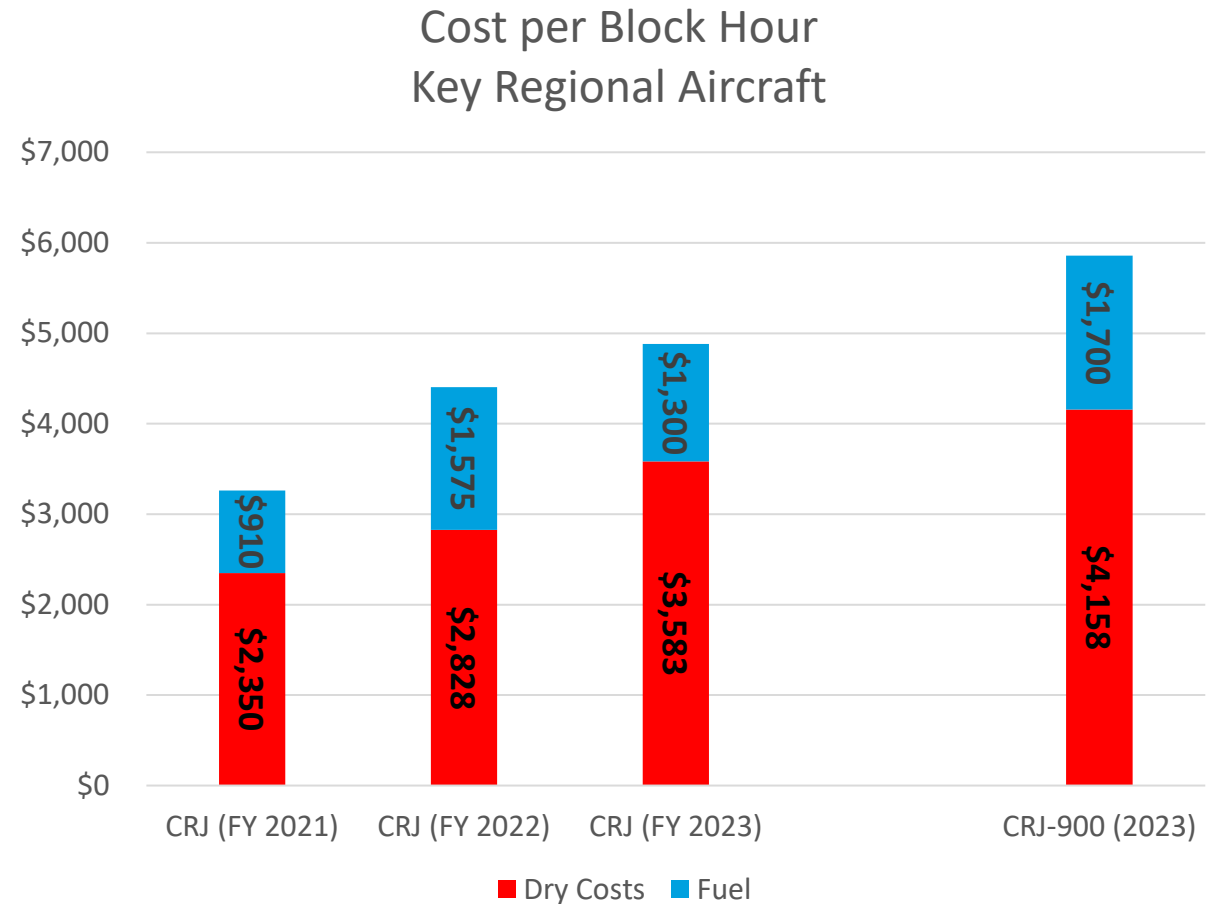


# #4 Trend: ULCCs growing much faster than network airlines

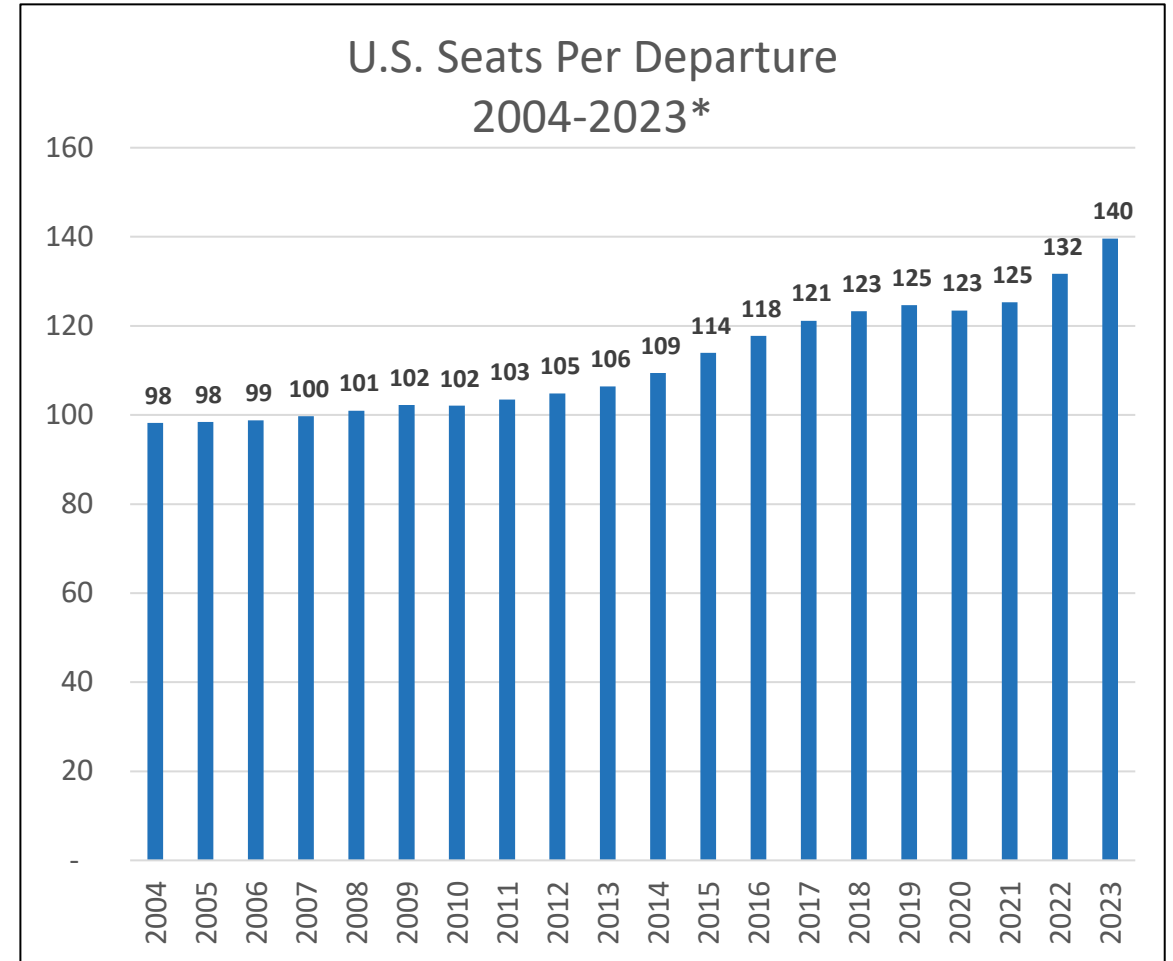
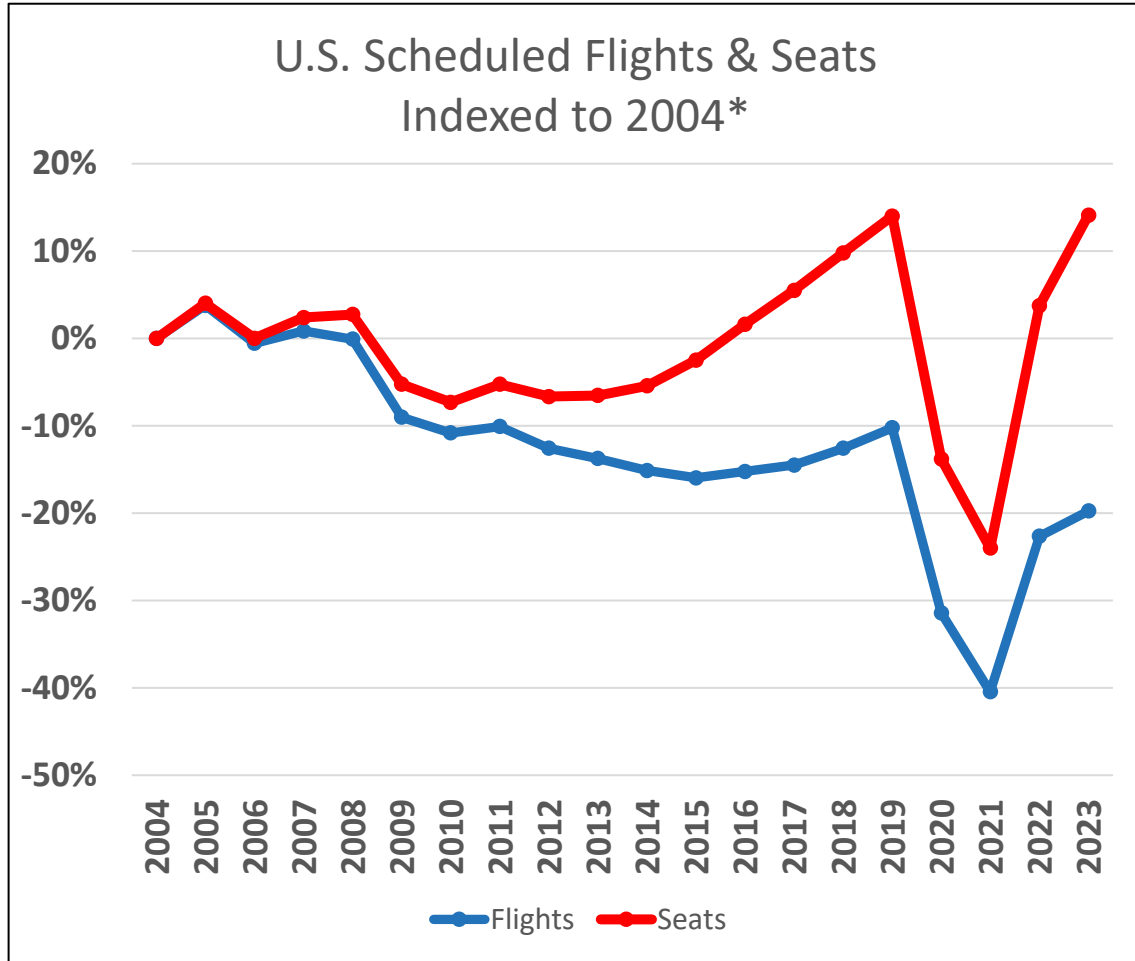


## #5 Trend: Significant airline operating cost increases

- Pilot salaries: Roughly 40% growth
- Oil prices also higher
- It will also result in generally larger aircraft
- Even larger RJ aircraft will be more challenged – bad for smaller markets
- Air fares will have to go and stay higher



# #6 Trend: Shifting towards larger aircraft



# Where industry is headed over next 5+ years

- Air fares will likely go materially higher due to much higher airline cost structures
- Leisure travel continues to outpace business travel
- ULCCs will likely continue to grow much faster relative to network airlines; also, mainline airlines will grow much faster than regional airlines
  - Example 1: ULCC=Allegiant, Network Airline=Delta
  - Example 2: Mainline=Delta, Regional=Delta Connection
  - The result: Much larger aircraft than was experienced pre-COVID or even today
- The result will be that relatively smaller communities will likely experience constrained/reduced air service (& relatively higher air fares)

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Chris Morello, Deputy Executive Director  
**SUBJ:** Resolution No. 1860, A Resolution Approving a Construction Contract between the Monterey Peninsula Airport District and Granite Rock Company for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway

**BACKGROUND.** June 21, 2023 the Monterey Peninsula Airport District (MPAD) Board of Directors adopted the FY 2024 Capital Improvement Budget via Resolution No. 1848 which included the Water Distribution System Project.

September 20, 2023 the Board Adopted Resolution No. 1858, Certifying the Mitigated Negative Declaration for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project.

**STAFF ANALYSIS.** Engineers Analysis:

Two bid Proposals were received at the bid submittal deadline. The proposals, as published, were opened in a public forum, and bid amounts were read aloud as outlined in the proposal documents. Kimley Horn and Associates (KHA) reviewed the proposals for consistency, completeness, and accuracy of the documents received and requirements in the Notice to Bidders.

In accordance with the Notice Inviting Sealed Bids and the Addendums, in general, the project includes the following elements: Furnish and install water main improvements for well water system—with existing water well located at 2801 Monterey-Salinas Hwy—supplying well water to the Consolidated Rental Car Quick-Turn-Around (QTA) car wash facility at 70 Sky Park Drive, and the domestic water to the proposed new Terminal for MRY. Associated improvements include: extending and connecting three-phase power to the existing well pump from the current PG&E feed; furnish and install one (1) hydro-pneumatic tank to maintain on-demand pressurized water; furnish and install Long Range Wireless Switch System (LRWSS) for wireless remote control and monitoring of well/ tank and supply; modification to existing QTA car wash water supply to accommodate separate well water system to the car wash; and furnish and install water softener system.

Based on the review and evaluation of the proposals, KHA recommends a contract be awarded to Granite Rock Company (Graniterock) as the successful lowest responsive bidder as provided by the following bid proposal results in an amount not exceed \$2,189,749.00.

COMPANY	BID TOTAL
Granite Rock Company	\$2,189,749.00
Pacific Underground Construction Inc.	\$4,219,200.00

**IMPACT ON BUDGET.** The costs associated with the construction are included in the approved FY24 Capital Improvement Program (CIP) Budget 2019-03 Water Distribution System.

**SOURCE OF FUNDS.** Phase 1 of the Well Waterline Improvements are funded through the Customer Facility Charge (CFC).

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

**SCHEDULE.** The Construction Notice to Proceed is anticipated to be issued on approximately November 15, 2023.

**RECOMMENDATION.** Adopt proposed Resolution No. 1860, A Resolution Approving a Construction Contract between the Monterey Peninsula Airport District and Granite Rock Company for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway.

**ATTACHMENTS**

Attachment A – Contract Agreement with Granite Rock Company  
Resolution No. 1860

**RESOLUTION NO. 1860**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE MONTEREY PENINSULA AIRPORT DISTRICT AND GRANITE ROCK COMPANY FOR WELL WATER INFRASTRUCTURE IMPROVEMENTS AT 2801 MONTEREY SALINAS HIGHWAY**

**WHEREAS**, on June 21, 2023 the Board of Directors of the Monterey Peninsula Airport District (MPAD) adopted Resolution No. 1848 approving the FY 2024 Capital Improvement Budget on June 17, 2020, which included the Water Distribution System; and

**WHEREAS**, On September 20, 2023 the Board Adopted Resolution No. 1858, Certifying the Mitigated Negative Declaration (MND) for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project; and

**WHEREAS**, the certified MND included the Mitigation Monitoring and Reporting Program (MMRP) for the proposed Well Water Improvements and identified the implementation and monitoring plan, and outlined the mitigation measure timeline.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD contract with the firm of Granite Rock Company (Graniterock) to implement the construction activities related to the Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway for a contract total amount not-to-exceed \$2,189,749.00 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 24th day of October 2023, by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>

Signed this 24th day of October 2023

Mary Ann Leffel, Chair Pro Tem

ATTEST

Michael La Pier, A.A.E.  
District Secretary

**MONTEREY PENINSULA AIRPORT DISTRICT  
MONTEREY COUNTY, CALIFORNIA**

**FORM OF CONTRACT AGREEMENT**

**WELL WATER IMPROVEMENTS 2801 MONTEREY-SALINAS HWY**

THIS CONTRACT, entered into in duplicate this 24 day of October, 2023, by and between the Monterey Peninsula Airport District, hereinafter called the "District", party of the first part, and Granite Rock Company (Graniterock), hereinafter called the "Contractor", party of the second party.

**W I T N E S S E T H:**

In consideration of the mutual promises herein contained, both parties, in relation to a certain public improvement, (hereinafter called the "Work") to wit:

for

**WELL WATER IMPROVEMENTS 2801 MONTEREY-SALINAS HWY**

at the Monterey Peninsula Airport, Monterey, California, in accordance with the Plans, Specifications and documents consisting of the following:

- (a) Signed Addendum, as accepted by the District
- (b) Notice to Contractors
- (c) Instructions to Bidders
- (d) Signed and executed Proposal of Contractor
- (e) This Form of Contract Agreement
- (f) Faithful Performance Bond
- (g) Material and Labor Bond
- (h) Insurance Certifications
- (i) Special Provisions
- (j) Technical Specifications
- (k) Plans
- (l) Cited Standards for Materials and Testing
- (m) Cited Design Standards and Standard Specifications and Standard Plans, or as amended, or otherwise indicated in the specifications
- (n) Cited Federal Aviation Administration Advisory Circulars ("AC")



- (o) the latest edition “Greenbook” Standard Specifications for Public Works Construction published by BNI Publications, Inc. (the “Greenbook”)
- (p) the latest edition of the California Manual on Uniformed Traffic Control Devices (“MUTCD”),
- (q) and, the latest edition of the California Department of Transportation Standard Specifications (“Caltrans Standard Specifications”), with the following exceptions: (1) Division I General Provisions Sections 1, 2, 3, 4, 5, 6, 8, and 9 are omitted in their entirety, (2) Division I General Provisions all Subsections of Section 7 with the exception of 7-1.03 Public Convenience and 7-1.04 Public Safety, are omitted in their entirety, and (3) Division II General Construction Section 13 is omitted in its entirety;

are hereby made a part of this contract, said work to be done as shown on a set of plans of the Monterey Peninsula Airport District dated September 2023 and entitled:

**WELL WATER IMPROVEMENTS 2801 MONTEREY-SALINAS HWY**

at the Monterey Regional Airport, Monterey, California, which drawing has been approved by said Monterey Peninsula Airport District on behalf of assigns, do hereby covenant and agree as follows:

**ARTICLE I.** The Contractor agrees at his own cost and expense to do all the work, as hereinbefore described and under the conditions expressed in any material and labor and faithful performance bonds executed therefore, and to furnish all the materials necessary to construct and complete such work in a good and substantial manner to the satisfaction of the Monterey Peninsula Airport District.

**ARTICLE II.** The Contractor agrees, as full compensation for doing all the said work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of construction and completion of said work, and also as compensation for all loss or damage arising out of the nature of the work, and from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work and before the acceptance thereof by the Monterey Peninsula Airport District or from his own negligence or carelessness, and also as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Monterey Peninsula Airport District, to receive and accept, and the District agrees to pay therefore, the following compensation, to-wit:

The amount of bid items No’s one through fifty-nine as specified in the Proposal of the Contractor, for the total price not to exceed of (\$ two million one hundred eighty nine thousand seven hundred forty nine (\$2,189,749.00) )

\_\_\_\_\_ Dollars.

Actual payment will be determined by the number of units constructed for the items specified in the bid schedule multiplied by the unit prices bid.

The undersigned Contractor further agrees to so plan the Work and to prosecute it with such diligence that said Work, and all of it, shall be completed on or before the expiration of the times specified in the Proposal after execution of the Contract on behalf of the District and the receipt from the District of the notice to proceeds with the Work.

**ARTICLE III.** Where the compensation is fixed on a unit basis, for the purpose of fixing the amount of bonds referred to in ARTICLE I, it is estimated by both parties that the total cost, based on the foregoing is

\$ 2,189,749.00.

**ARTICLE IV.** The plans and specifications referred to in ARTICLE I are hereby incorporated herein, and should there be any conflict between the terms of this instrument and the bid or proposal of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of any terms of said proposal conflicting herewith.

**ARTICLE V.** The work "Engineer" when used herein means the Engineer of the Monterey Peninsula Airport District, or his duly authorized agents, unless the name of some other officer is specifically hereinafter provided to act as Engineer thereof.

**ARTICLE VI.** The District does employ the Contractor to provide the materials and do said work according to the terms and conditions herein contained and referred to for the compensation aforesaid and agrees to pay him in the following manner. The Engineer, once in each month during the progress of the work and immediately after the completion of the contract, shall make an estimate in writing of the value of all work done to the date of said estimate, basing said estimate on the total cost as noted above. The District shall retain five percent (5%) of said estimated value and from the balance shall be deducted the amount of all previous payments to the Contractor and any other amount which the District may be lawfully entitled to retain, and thereupon the amount remaining after said deductions will be paid to the Contractor upon the "Demand" of the Monterey Peninsula Airport District in the manner provided by law the allowance of claims against the District.

The said progress estimates shall not be conclusive upon the District that the work covered thereby has been done according to the Contract, but the final acceptance of said work shall be by the Engineer. After the expiration of thirty-five (35) days after the final acceptance of said work, the Contractor shall be paid the balance due under the contract after deducting any amounts which the District may lawfully be entitled to retain which may have not previously been deducted.

**ARTICLE VII.** Contractor agrees to observe the provisions of the Standard Federal Contract Clauses and Requirements for Construction Contracts, and the Standard Federal Equal Employment Opportunity Requirements for Construction Contracts as set forth in the Special Provisions attached hereto and made a part hereof, and further agrees to observe all other requirements set forth in the Specifications, Special Provisions, Proposal, and Technical Specifications attached hereto and made a part hereof.

**ARTICLE VIII.** Contractor shall provide District with a certified copy of an insurance policy, terminable only after ten days' notice, covering the operations of Contractor in connection with said work, with limits not less than \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000/\$2,000,000 Property Damage or, a single limit for Bodily Injury Liability and

Property Damage Liability combined of \$2,000,000 for each occurrence/\$2,000,000 Aggregate, together with the Additional Insured Endorsement naming the District and the Engineer (Kimley-Horn and Associates, Inc.) and its officers and employees, respectively.

The said Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the District, full coverage workmen's compensation and public liability insurance and furnish the District with certificates from said insurance carriers acknowledging full liability and fully insuring the Contractor and the District, its officers, employees or agents against loss and liability on account of any and all injuries to workmen and others, caused directly or indirectly by the performance of execution of this contract or subcontracts hereunder.

The Contractor agrees to hold harmless, indemnify and defend the District and the Engineer, and any agents or employees thereof, while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the District or the Engineer. The Contractor will require any and all sub-contractors to conform with the provisions of this clause prior to commencing any work.

**ARTICLE IX.** Contractor shall commence work under this Contract within thirty (30) calendar days of the date set by the Engineer in the written Notice to Proceed.

Work covered by this contract will be complete within **One Hundred Twenty (120) Calendar Days**.

The District and the Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss in the form of contract administration expenses (including project management and consultant's expenses) if Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Contract Documents. The Contractor and the District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the District because of a delay in completion of the Work. Accordingly, the District and the Contractor agree that as liquidated damages for delay the Contractor shall pay the District:

**\$1,000.00** for each calendar day or part thereof that expires after the time specified herein for the Contractor to achieve Completion.

This measure of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided below, the damages suffered by the District resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover administrative, overhead, and general loss of public use damages suffered by the District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, costs of substitute facilities or damages suffered by others who then seek to recover their damages from the District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties, and defense costs thereof), interest on bonds or lost revenues.

**ARTICLE X.** The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said District against all loss and damage occasioned by any such defect, discovered within said one year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said 1 year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

IN WITNESS WHEREOF, the parties to this instrument have executed it the year and date first herein written.

**RECOMMENDED FOR APPROVAL:**

MONTEREY PENINSULA  
AIRPORT DISTRICT:

CONTRACTOR:

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Michael La Pier, AAE,  
Executive Director

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Granite Rock Company

**MATERIAL AND LABOR BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ as Surety,

\_\_\_\_\_ and

\_\_\_\_\_ as

Principal, are held and firmly bound onto the Monterey Peninsula Airport District for the sum

\_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_),

said sum being 100 (One Hundred) percent of the estimated amount of the foregoing and annexed contract, to be paid to said Monterey Peninsula Airport District, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly and by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH:**

That if the above bounden Principal, as Contractor in the annexed contract or his subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting implements or machinery for or contributing to said work to be done, or any person who has performed work or labor upon the same, or any person who supplies both work and materials therefore, or the amount due under the Employment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden Principal and the said Surety will pay a reasonable attorney's fee to be fixed by the court. This obligation and bond shall insure to the benefit of any and all persons entitled to file claims under Section 3181 of the Civil Code and said persons or any of them, or their assigns shall have a right of action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

Surety

By \_\_\_\_\_

Attorney in Fact

STATE OF CALIFORNIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me \_\_\_\_\_

a notary public in and for the State of California, personally appeared

known to me to be the person whose name is subscribed to the within instrument as the

Attorney in Fact of \_\_\_\_\_

and acknowledged to me that he subscribed the name of \_\_\_\_\_

thereto as Surety, and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for State of California

**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_, as

Principal and \_\_\_\_\_

as Surety, are held and firmly bound onto the Monterey Peninsula Airport District, in the penal sum of

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_),

lawful money of the United States, being not less than one hundred (100) per cent of the estimated contract cost, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Monterey Peninsula Airport District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation to the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_), being

not less than ten (10) percent of the estimated contract cost, shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Monterey Peninsula Airport District from loss or damage made evident during said period of one (1) year from the date of final acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of \_\_\_\_\_

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_), shall

remain in full force and virtue, otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Principal

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Surety

**PROPOSAL**

**TO THE MONTEREY PENINSULA AIRPORT DISTRICT**  
**WELL WATER IMPROVEMENTS 2801 MONTEREY-SALINAS HWY**  
at the  
**MONTEREY REGIONAL AIRPORT**  
Monterey, California

Bids to be opened at **1:00 P.M.**, on **Friday, September 29, 2023**, at the Monterey Peninsula Airport District Office, 200 Fred Kane Drive, Suite 200, Monterey, California.

NAME OF BIDDER: GRANITE ROCK COMPANY

BUSINESS ADDRESS: 5225 Hellyer Avenue, Suite 220

(Street Address)

CITY: San Jose STATE: CA ZIP: 95138

PLACE OF RESIDENCE: 5225 Hellyer Avenue, Suite 220

(Street Address)

CITY: San Jose STATE: CA ZIP: 95138

**GENERAL DESCRIPTION**

The work referred to herein consists of well water improvements including: the furnishing and installing water mains from the well at 2801 Monterey-Salinas Highway to the QTA Rental Car facility. The improvements also include extending and connecting three-phase electrical service to the well pump, hydro-pneumatic tanks, long range wireless monitoring and control system; and all other work shown on the plans, all in accordance with the Notice to Contractors, Information to Bidders, this Proposal, Form of Contract Agreement, Bonds, Special Provisions, Supplementary General Provisions, Technical Specifications annexed hereto.

Said work to be done is shown in part on a set of plans of the Monterey Peninsula Airport District dated September 2023 entitled:

**Well Water Improvements 2801 Monterey-Salinas Hwy**

**TO THE MONTEREY PENINSULA AIRPORT DISTRICT:**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans herein referred to, the specifications and the special provisions; and he proposes and agrees, if this proposal is accepted, that he will contract with the Monterey Peninsula Airport District in the form of the copy of the contract annexed hereto, that he will furnish the necessary bonds, that he will provide all necessary machinery, tools, apparatus and other means of construction, that he will do all the work and furnish all materials specified in the contract, in the manner therein prescribed, and according to the requirements of the Engineer as therein prescribed and set forth, and that he will complete the work in a satisfactory and acceptable manner within **One Hundred Twenty (120) Calendar Days**, if awarded, after the date set in the Notice-to-Proceed, and that he will take in full payment therefore the following price to wit:



## BID SCHEDULE

### FOR CONSTRUCTION OF WELL WATER IMPROVEMENTS 2801 MONTEREY-SALINAS HWY at the MONTEREY REGIONAL AIRPORT Monterey, California

All bid items including lump sums, unit prices, and extended amounts must be filled in completely. All totals shall be quoted in words and numerals.

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
1.	MOBILIZATION/DEMobilIZATION (5% MAX OF BID TOTAL)	LS	1	\$ 105000-	\$ 105000-
2.	TRAFFIC CONTROL	LS	1	\$ 102000-	\$ 102000-
3.	CONSTRUCTION SURVEY AND STAKING	LS	1	\$ 5000-	\$ 5000-
4.	AIRFIELD CONSTRUCTION AREA CONTROL	LS	1	\$ 16000-	\$ 16000-
5.	SWEEPERS AND FOD CONTROL	C DAY	10	\$ 1400-	\$ 16000-
6.	FURNISH & INSTALL 2" SCH 80 PVC PIPING & ASSOCIATED FITTINGS	LF	35	\$ 200-	\$ 7000-
7.	FURNISH & INSTALL 2" IN-LINE PRESSURE REDUCING VALVE	EA	1	\$ 6300-	\$ 6300-
8.	FURNISH AND INSTALL 4" PIPE & TRENCH (INCLUDING PAVEMENT RESTORATION & FITTINGS)	LF	2,850	\$ 180-	\$ 513000-
9.	FURNISH AND INSTALL 4" PIPE & BORE	LF	708	\$ 180-	\$ 127440-
10.	FURNISH AND INSTALL 4" DUCTILE IRON PIPE	LF	46	\$ 750-	\$ 34500-
11.	FURNISH AND INSTALL BLOWOFF VALVE	EA	3	\$ 7700-	\$ 23100-
12.	FURNISH AND INSTALL COMBINATION AIR RELEASE AND VACUUM VALVE	EA	8	\$ 15500-	\$ 124000-
13.	FURNISH AND INSTALL 2" BALL VALVE	EA	5	\$ 100-	\$ 500-
14.	FURNISH AND INSTALL 4" GATE VALVE	EA	11	\$ 2500-	\$ 27500-

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
15.	FURNISH AND INSTALL 4" TO 2.5" REDUCER	EA	1	\$ 200 <sup>-</sup>	\$ 200 <sup>-</sup>
16.	FURNISH AND INSTALL 4" TO 2" REDUCER	EA	1	\$ 100 <sup>-</sup>	\$ 100 <sup>-</sup>
17.	FURNISH AND INSTALL 4"x4"x4" TEE	EA	4	\$ 400 <sup>-</sup>	\$ 1600 <sup>-</sup>
18.	FURNISH AND INSTALL 4" BLIND FLANGE WITH 2" NPT OUTLET	EA	2	\$ 200 <sup>-</sup>	\$ 400 <sup>-</sup>
19.	FURNISH AND INSTALL 4" PLUG	EA	2	\$ 150 <sup>-</sup>	\$ 300 <sup>-</sup>
20.	FURNISH AND INSTALL 11.5" FLOOR DRAIN	EA	1	\$ 4000 <sup>-</sup>	\$ 4000 <sup>-</sup>
21.	FURNISH AND INSTALL 4" SCH 40 PVC SEWER PIPE	LF	15	\$ 220 <sup>-</sup>	\$ 3300 <sup>-</sup>
22.	FURNISH AND INSTALL 4" CLEANOUT AND WYE	EA	1	\$ 2000 <sup>-</sup>	\$ 2000 <sup>-</sup>
23.	FURNISH AND INSTALL ENCLOSURE	EA	1	\$ 77000 <sup>-</sup>	\$ 77000 <sup>-</sup>
24.	FURNISH AND INSTALL CHAIN LINK FENCE	LF	200	\$ 230 <sup>-</sup>	\$ 46000 <sup>-</sup>
25.	FURNISH AND INSTALL PEDESTRIAN GATE	EA	1	\$ 5000 <sup>-</sup>	\$ 5000 <sup>-</sup>
26.	FURNISH AND INSTALL 1,000 GALLON POLYETHYLENE TANK	EA	1	\$ 10000 <sup>-</sup>	\$ 10000 <sup>-</sup>
27.	FURNISH AND INSTALL GREENSAND FILTRATION SYSTEM	LS	1	\$ 34000 <sup>-</sup>	\$ 34000 <sup>-</sup>
28.	FURNISH AND INSTALL SKID MOUNTED BOOSTER PUMP STATION WITH BLADDER TANK	LS	1	\$ 35000 <sup>-</sup>	\$ 35000 <sup>-</sup>
29.	FURNISH AND INSTALL 2" BELLOW TYPE FLEXIBLE COUPLING	EA	2	\$ 900 <sup>-</sup>	\$ 1800 <sup>-</sup>
30.	FURNISH AND INSTALL 4" CHECK VALVE	EA	2	\$ 2500 <sup>-</sup>	\$ 5000 <sup>-</sup>
31.	FURNISH AND INSTALL 4" DISMANTLING JOINT	EA	1	\$ 250 <sup>-</sup>	\$ 250 <sup>-</sup>
32.	FURNISH AND INSTALL PIPE SUPPORT	EA	2	\$ 1500 <sup>-</sup>	\$ 3000 <sup>-</sup>
33.	FURNISH AND INSTALL PRESSURE TRANSDUCER AND ANALOG PRESSURE GAUGE	LS	1	\$ 2500 <sup>-</sup>	\$ 2500 <sup>-</sup>
34.	FURNISH AND INSTALL 4" RESTRAINED COUPLING	EA	1	\$ 500 <sup>-</sup>	\$ 500 <sup>-</sup>
35.	FURNISH AND INSTALL MISC. WELL SITE PIPING SPOOLS AND FITTINGS	LS	1	\$ 12000 <sup>-</sup>	\$ 12000 <sup>-</sup>

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
36.	FURNISH AND INSTALL WELL CONTROL PANEL	EA	1	\$ 10000-	\$ 10000-
37.	FURNISH AND INSTALL #16 AWG CONTROL WIRING	LF	1,000	\$ 9-	\$ 9000-
38.	FURNISH AND INSTALL REMOTE MONITORING CONTROL PANEL	LS	1	\$ 7500-	\$ 7500-
39.	GROUNDING	LS	1	\$ 500-	\$ 500-
40.	FURNISH AND INSTALL CATHODIC PROTECTION	LS	1	\$ 8000-	\$ 8000-
41.	INTEGRATION/PROGRAMMING	LS	1	\$ 6000-	\$ 6000-
42.	FURNISH AND INSTALL 6-2" SCHD. 40 HDPE CONDUIT FOR POWER & COMM IN JOINT DIRECTIONAL BORE	LF	920	\$ 92-	\$ 84640-
43.	FURNISH AND INSTALL 4-2" SCHD. 80 HDPE CONDUIT FOR COMM IN JOINT DIRECTIONAL BORE	LF	105	\$ 215-	\$ 22575-
44.	FURNISH AND INSTALL 4-2" SCHD. 40 PVC CONDUIT WITH 3-WAY FABRIC INNERDUCT FOR COMM IN JOINT TRENCH	LF	1,000	\$ 60-	\$ 60000-
45.	FURNISH AND INSTALL 2-3" SCHD. 40 PVC CONDUIT FOR POWER IN DIRECTIONAL BORE	LF	220	\$ 74-	\$ 16280-
46.	FURNISH AND INSTALL 2-2" SCHD. 40 PVC CONDUIT WITH 3-WAY FABRIC INNERDUCT FOR COMM IN TRENCH	LF	1,500	\$ 35-	\$ 52500-
47.	FURNISH AND INSTALL 2-2" SCHD. 40 PVC CONDUIT FOR POWER IN TRENCH	LF	90	\$ 35-	\$ 3150-
48.	FURNISH AND INSTALL 24 STRAND SINGLE MODE FIBER IN CONDUIT	LF	2,351	\$ 8-	\$ 18808-
49.	FURNISH AND INSTALL (1) SET OF 3-#250KCMIL AWG CU AND (1) #4 AWG GROUND IN CONDUIT	LF	220	\$ 53-	\$ 11660-
50.	FURNISH AND INSTALL (1) SET OF 20-PR #14 AWG COMMUNICATION CABLING IN CONDUIT	LF	3,389	\$ 44-	\$ 149116-
51.	FURNISH AND INSTALL (1) SET OF 3-#6 AWG CONDUCTORS AND (1) #10 AWG GROUND	LF	90	\$ 70-	\$ 6300-
52.	FURNISH AND INSTALL (1) SET OF 4-#10 AWG CONDUCTORS AND (1) #10 AWG GROUND	LF	90	\$ 127-	\$ 11430-

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN FIGURES)	EXTENDED (IN FIGURES)
53.	FURNISH AND INSTALL ELECTRICAL PULLBOX	EA	5	\$ 18500 <sup>-</sup>	\$ 92500 <sup>-</sup>
54.	FURNISH AND INSTALL COMM PULLBOX	EA	11	\$ 18500 <sup>-</sup>	\$ 203500 <sup>-</sup>
55.	FURNISH AND INSTALL 75KVA 208 - 277/480V TRANSFORMER	LS	1	\$ 10000 <sup>-</sup>	\$ 10000 <sup>-</sup>
56.	FURNISH AND INSTALL 120/208V 250A 3-PHASE DISTRIBUTION PANEL	LS	1	\$ 10000 <sup>-</sup>	\$ 10000 <sup>-</sup>
57.	FURNISH AND INSTALL 480/277V 125A 3-PHASE DISTRIBUTION PANEL	LS	1	\$ 9000 <sup>-</sup>	\$ 9000 <sup>-</sup>
58.	FURNISH AND INSTALL 480/277V 100A 3-PHASE DISTRIBUTION PANEL (BOOSTER SKID)	LS	1	\$ 7000 <sup>-</sup>	\$ 7000 <sup>-</sup>
59.	COMMUNICATION EQUIPMENT, CONDUIT, CABLING IN EXISTING TERMINAL BUILDING	LS	- 1	\$ 29000 <sup>-</sup>	\$ 29000 <sup>-</sup>

**Total Amount Bid:**

\$ 2189749<sup>-</sup> (In figures)

Two Million one Hundred Eighty Nine Thousand

Seven Hundred Forty Nine (In Words) Dollars

After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in the Contract Documents, the award may be made to said Successful Bidder on the lowest responsive/responsible bid for the combination of the base bid and all alternates. The District reserves the right to award the Base Bid or the Base Bid plus any combination of the alternates (if applicable); the District further reserves the right to award or reject the Bid, or any of its item(s), in any combination it chooses, depending on available funds.

Quantities as set forth in the foregoing items are approximate only, being given as a basis for the comparison of bids; and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The District reserves the right to increase or decrease the amount of work without adjustment in the unit price, or to omit portion(s) of the work as may be deemed necessary.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Monterey Peninsula Airport District, within fourteen (14) calendar days after notice has been mailed from the Secretary of the Monterey Peninsula Airport District, that the contract is ready for signature, the Monterey Peninsula Airport District may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Monterey Peninsula Airport District.

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Chris Morello, Deputy Executive Director  
**SUBJ:** Resolution No. 1861, A Resolution Approving a Professional Services Agreement with Coffman Associates to Provide Environmental Monitoring for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway

**BACKGROUND.** June 21, 2023 the Monterey Peninsula Airport District (MPAD) Board of Directors adopted the FY 2024 Capital Improvement Budget via Resolution No. 1848 which included the Water Distribution System Project.

September 20, 2023 the Board Adopted Resolution No. 1858, Certifying the Mitigated Negative Declaration (MND) for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project.

**STAFF ANALYSIS.** The Mandatory Finding of Significance determined that the Project would be *Less Than Significant With Mitigation Incorporated*. The certified MND included the Mitigation Monitoring and Reporting Program (MMRP) for the proposed Well Water Improvements and identified the implementation and monitoring plan and outlined the mitigation measure timeline.

The attached Scope of Services from Coffman Associates will assist the Airport in implementing the mitigation and avoidance measures as described in the MMRP for Phase 1 of the proposed project with respect to the California Environmental Quality Act (CEQA).

Task 1 - Provide oversight of all subcontracts with two natural resources firms – SWCA Environmental Consultants (SWCA) for biological resources monitoring and reporting, and Pacific Legacy for cultural resources monitoring and reporting – will be provided. Coffman Associates will coordinate work efforts to ensure that all applicable MMRP efforts are met and recorded.

Task 2 - SWCA Environmental Consultants will conduct environmental compliance monitoring activities on the 2801 Monterey-Salinas Highway Water Line Installation project for biological resources that include:

Schedule and coordinate field surveys; participating in status update calls; provide quality assurance/quality control of all deliverables related to the biological monitoring efforts; provide worker environmental awareness program; if applicable, conduct nesting bird survey; provide vegetation removal and ongoing project monitoring.

This Professional Services Agreement with Coffman Associates for the Mitigation Monitoring Services has a not-to-exceed cost of \$53,915.00.

**IMPACT ON BUDGET.** The costs associated with the monitoring are included in the approved FY24 Capital Improvement Program (CIP) Budget 2019-03 Water Distribution System.

**SOURCE OF FUNDS.** Phase 1 of the Well Waterline Improvements are funded through the Customer Facility Charge (CFC).

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

**SCHEDULE.** The Construction Notice to Proceed is anticipated to be issued on approximately November 15, 2023.

**RECOMMENDATION.** Adopt proposed Resolution No. 1861, A Resolution Approving a Professional Services Agreement with Coffman Associates to Provide Environmental Monitoring for Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway.

**ATTACHMENTS**

Attachment A – Professional Services Agreement and Coffman Associates Scope of Work  
Resolution No. 1861

**RESOLUTION NO. 1861**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN AND ASSOCIATES TO PROVIDE ENVIRONMENTAL MONITORING FOR WELL WATER INFRASTRUCTURE IMPROVEMENTS AT 2801 MONTEREY SALINAS HIGHWAY**

**WHEREAS**, on June 21, 2023 the Board of Directors of the Monterey Peninsula Airport District (MPAD) adopted Resolution No. 1848 approving the FY 2024 Capital Improvement Budget on June 17, 2020, which included the Water Distribution System; and

**WHEREAS**, On September 20, 2023 the Board Adopted Resolution No. 1858, Certifying the Mitigated Negative Declaration (MND) for the Well Water Improvements, Adopting Related Findings and Project Mitigation Measures, and Approving the Well Waterline Improvements Project; and

**WHEREAS**, the certified MND included the Mitigation Monitoring and Reporting Program (MMRP) for the proposed Well Water Improvements and identified the implementation and monitoring plan, and outlined the mitigation measure timeline; and

**WHEREAS**, The work and services to be performed by Coffman and Associates, Inc. under the proposed Agreement is consistent with, and covered by, the MND and MMRP.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD contract with the firm of Coffman and Associates Inc. to implement the MMRP and provide construction monitoring activities related to the Well Water Infrastructure Improvements at 2801 Monterey Salinas Highway for a contract total amount not-to-exceed \$53,915.00 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 24th day of October 2023, by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b>
<b>NOES:</b>	<b>DIRECTORS:</b>
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>
<b>ABSENT:</b>	<b>DIRECTORS:</b>

Signed this 24th day of October 2023

Mary Ann Leffel, Chair Pro Tem

ATTEST

Michael La Pier, A.A.E  
District Secretary



MONTEREY REGIONAL AIRPORT  
PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES INC.  
TO PROVIDE ENVIRONMENTAL MONITORING FOR WELL WATER  
INFRASTRUCTURE IMPROVEMENTS AT 2801 MONTEREY SALINAS HIGHWAY

This Agreement for Professional Services (“Agreement”) is made and entered into effective this 24<sup>h</sup> day of October 2023 by and between the Monterey Peninsula Airport District, a California Special District (“District”), and Coffman Associates Inc. (“Consultant”).

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

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

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

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

2. Completion Schedule.

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

3. Compensation.

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

The consultant shall be paid for authorized and satisfactorily completed services on a time and materials fee basis with a total not-to-exceed fee total of **\$53,915.00.**

<b>Task 1 – Management of Contract, Subcontracts, and Invoicing (Coffman Associates -</b>	<b>\$ 2,790.00</b>
<b>Task 2 – Biological Resources Monitoring (SWCA)</b>	<b>\$27,621.00</b>
<b>Task 3 – Cultural Resources Monitoring (Pacific Legacy)</b>	<b>\$23,504.00</b>

4. Billing.

Consultant shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing Consultant’s services and fees for the period covered by the invoice. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services or costs pertain:

- (a) a brief description of services performed;
- (b) the date the services were performed;

- (c) the percentage of work completed in each category of work;
- (d) total invoice costs;
- (e) remaining budget balance; and
- (f) Consultant's signature.

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

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

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

5. Additional Services.

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

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

6. Additional Copies.

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

7. Responsibility of Consultant.

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

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

8. Responsibility of District.

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

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

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

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

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

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

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

9. Acceptance of Work Not a Release.

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

10. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentionally wrongful acts or omission of Consultant, Consultant's employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve

Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

11. Insurance.

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

(b) Consultant shall maintain the following limits:

*General Liability*

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

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

*Automobile Liability:*

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

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

*Workers Compensation..... Full Liability Coverage*

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

***The policy shall cover on a claims-made basis. The retroactive date of the policy must be shown and must be before the date of the Agreement.)***

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

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

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

subsection. Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

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

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

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

12. Access to Records.

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

13. Assignment.

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

14. Changes to Scope of Work.

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

15. Compliance with Laws, Rules, and Regulations.

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

16. Licenses.

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

17. Exhibits Incorporated.

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

18. Independent Contractor.

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

19. Integration and Amendment.

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

20. Jurisdiction.

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

21. Severability.

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

22. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein as identified in each portion of said phase, as identified in Exhibit A.

23. Ownership of Documents.

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

24. Subcontractors.

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

25. Termination.

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

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

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

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

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

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

26. Audit and Examination of Accounts.

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

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

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

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

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

27. Notices.

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

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

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

Judi Krauss  
Associate  
Coffman Associates, Inc.  
4835 E. Cactus Road  
Scottsdale, AZ 85254

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

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

28. Nondiscrimination.

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

29. Conflict of Interest.

Consultant warrants and declares that Consultant presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of



this Agreement, no subcontractor or person having such an interest shall be retained or employed. In the event that any conflict of interest should nevertheless hereafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that District may determine whether to terminate this Agreement.

30. Headings.

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

32. Multiple Copies of Agreement.

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

33. Federal law requires that the Monterey Regional Airport, as a recipient of federal assistance, comply with the following Federal Regulations which are herein incorporated by reference:

**Davis Bacon- Professional Services** -Tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, Coffman. will be required to comply with the Davis Bacon prevailing wage requirement and it will be included in the Professional Services Agreement.

**Affirmative Action -49 USC § 47123**

Equal Employment Opportunity Policy Statement

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

Coffman's Obligation

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

**Government-wide Requirements for Drug-free Workplace -49 CFR Part 29**

Coffman has full responsibility to monitor compliance to the referenced statute or regulation.

**Federal Fair Labor Standards Act (FLSA) - 29 USC § 201**

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

**Occupational Safety and Health Act of 1970 – 20 CFR part 1910**

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

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

MONTEREY PENINSULA AIRPORT DISTRICT:

CONSULTANT:

\_\_\_\_\_  
Michael La Pier, AAE  
Executive Director

\_\_\_\_\_  
Coffman Associates, Inc.

Attachments:

Exhibit A - Scope of Services, consisting of five [5] pages.

## EXHIBIT A

### SCOPE OF SERVICES TO PROVIDE ENVIRONMENTAL MONITORING FOR WELL WATER INFRASTRUCTURE IMPROVEMENTS AT 2801 MONTEREY-SALINAS HIGHWAY (PHASE 1) AT MONTEREY REGIONAL AIRPORT

#### General Information

The Monterey Regional Airport (MRY) is planning to install well water infrastructure (water lines, water tanks, and other ancillary features) to convey water from two county-permitted wells to landside areas on the south side of the airport (proposed project). The water lines would be within paved and unpaved areas of the airport using trenching and horizontal directional drilling (HDD) methods.

Phase 1 of the proposed improvements (2801 Monterey-Salinas Highway Water Line Installation project) is scheduled to begin in October or November 2023, pending Board approvals. Based on the anticipated mitigation monitoring and reporting program (MMRP) for the project, if approved, monitoring of the initial ground disturbance to avoid impacts to potential biological and cultural resources is needed.

The following Scope of Services is to assist the Monterey Peninsula Airport District (MPAD) in implementing the mitigation and avoidance measures as described in the MMRP for Phase 1 of the proposed project with respect to the *California Environmental Quality Act* (CEQA). Phase 2 of the proposed project would occur at a later date and would require an amendment to this Scope of Services or a stand-alone follow-up Scope of Services.

This Scope of Services would be billed on a time and expenses, not to exceed, cost.

#### **SCOPE OF SERVICES**

##### **Task 1 – Management of Contract, Subcontracts, and Invoicing (Coffman Associates)**

Coffman Associates will provide oversight of all contracting tasks. Subcontracts with two natural resources firms – SWCA Environmental Consultants (SWCA) for biological resources monitoring and reporting, and Pacific Legacy for cultural resources monitoring and reporting – will be provided. Coffman Associates will be available to coordinate work efforts to ensure that all applicable MMRP efforts are met and recorded.

##### **Task 2 – Biological Resources Monitoring (SWCA)**

SWCA Environmental Consultants will conduct environmental compliance monitoring activities on the 2801 Monterey-Salinas Highway Water Line Installation project for biological resources.

### Task 2.1 Project Management Activities and Coordination

Scheduling and coordinating field surveys; communicating with Coffman Associates, MPAD, and their contractors; attending meetings (as described below); participating in or hosting status update calls; and providing quality assurance/quality control of all deliverables related to the biological monitoring efforts. This Scope of Services includes attendance at one (1) project kick-off meeting and one (1) mid-project meeting on site by the project biologist. SWCA will also be available for periodic conference calls throughout the project duration.

### Task 2.2 Project Monitoring and Reporting

**Worker Environmental Awareness Program.** Prior to the start of fence installation, vegetation removal, and construction activities, SWCA biologists will conduct a Worker Environmental Awareness Program (WEAP) with construction personnel. The WEAP will include discussions of the sensitive communities and special-status species that occur in and adjacent to the project area. These discussions will address the species' habitats, general provisions and protections afforded by the federal *Endangered Species Act* (FESA), the *California Endangered Species Act*, and CEQA, measures implemented to protect special-status species, review of the project boundaries and conditions, the monitor's role in project activities, lines of communications, and procedures to be implemented. *The proposed budget assumes that the first WEAP will be conducted during the project kick-off meeting (Task 2.1) and additional trainings will be conducted during project implementation and monitoring.*

**Nesting Bird Survey.** If initial vegetation clearing or other disturbances are conducted during the nesting bird season (March-September), a biologist will conduct nesting bird surveys. If nesting birds are observed, the nest site will be flagged, and an appropriate buffer would be demarcated. Disturbances to the buffer area would need to be delayed until the nesting activity ceased. If nesting birds are identified in the project area, SWCA may need to coordinate work activities with California Department of Fish and Wildlife (CDFW). The CDFW may require additional monitoring to be conducted if work is ongoing in the vicinity of active nests. *The budget for this task does not include active nest monitoring beyond the first two weeks of construction.*

**Vegetation Removal and Ongoing Project Monitoring.** Prior to the tree and shrub removal, the contractor will install construction exclusion fencing at the project limits boundary and around sensitive plant species that must be avoided. An SWCA monitor will oversee and direct the placement of the project delineation fencing. The monitor will ensure that the fence is placed so disturbances to sensitive species are avoided, and document compliance with the project mitigation measures. *SWCA will not be responsible for furnishing the fence materials or the labor for installing the fence.*

To meet the survey and monitoring goals of the mitigation, full-time monitoring will be conducted during the initial ground-clearing activities. It is assumed that site clearing will be accomplished in the first two weeks (80 work hours) area during the vegetation removal, ensure adjacent sensitive habitats and species are avoided, and document project compliance with the environmental documents.

Once the site is fenced and cleared of habitat and all protective fencing is in-place, SWCA's biologist will reduce monitoring efforts to weekly site visits. During the weekly site visits, the monitor will inspect the site to ensure encroachment to sensitive habitats has not occurred, map any encroachments if it occurs, work with the contractors to facilitate project compliance with the project measures, and photo document the project progress. *SWCA assumes an 8-week construction period for ongoing project monitoring.*

**Reporting.** SWCA will prepare daily monitoring reports and one Construction Completion Report. Daily monitoring reports will consist of brief forms that document the daily activities and communications. The Construction Completion Report will summarize all the daily monitoring reports and construction monitoring activities conducted during the construction phase of the project. All reports will be submitted to MPAD staff for distribution to the appropriate agencies.

### **Task 3 – Cultural Resources Monitoring (Pacific Legacy)**

#### **Task 3.1 - Project Management and Administrative**

Project management and administrative includes contract management and emails, phone conference calls, and any needed meetings associated with the Project, which shall be conducted electronically.

#### **Task 3.2 Project Monitoring and Reporting**

**WEAP Training.** As required by CUL-1 of the MMRP, Pacific Legacy will conduct a cultural resources awareness training with construction personnel prior to the beginning of the waterline project. The training materials and/or training sessions will include a training brochure prepared by Pacific Legacy that will address topics such as the types of archaeological materials that could be present within the project site, why the particular location is sensitive for archaeological resources, examples of common Native American and historic period artifacts, review of evaluation criteria which may indicate Native American or historic period resources need additional research, and the protocols to be followed should any such materials be uncovered during construction. Pacific Legacy will also prepare a contact list for supervisory and construction personnel. Multiple training sessions may be required during construction to educate new construction personnel. This can be completed as new staff are added to the project.

**Archaeological Monitoring.** A qualified archaeological monitor shall observe all ground disturbing activities as directed by Coffman Associates or MRY staff. CUL-2 of the MMRP allows for monitoring of grading, trenching, and pit excavation in areas considered to have the potential for as of yet or documented cultural resources. If cultural resources are revealed, whether the monitor is present or not, ground disturbing activities in the immediate area will need to stop until the resource can be evaluated by an archaeologist (Mitigation Measure CUL-3). If the resource is determined significant, the monitor will notify MRY and Coffman Associates and develop an appropriate treatment plan. The duration and timing of monitoring shall be determined by the qualified archaeologist in consultation with Coffman Associates and MRY and based on the construction plans.

Archaeological monitoring will be performed to identify the presence or absence of subsurface cultural materials. Monitoring will not be conducted to evaluate the integrity or significance of any features discovered during construction activities for the California Register of Historic Places (CRHP) or National Register of Historic Properties (NRHP). However, this does not preclude that level of data collection. Monitoring costs do not include any analysis, excavation, cataloguing, or subsequent treatment of identified finds that may be required.

This Scope of Services has budgeted for one archaeological monitor to observe all project-related ground disturbing activities for ten (10) eight-hour days, generally Monday through Friday. Work is anticipated to start in November of 2023. The archaeological monitor will inspect the nature of the soils, the depth and constituents of any cultural deposit present, and disturbances to the project area. Other observations will be noted as appropriate and digital photographs of stratigraphic exposures will be taken. If necessary, soil profile drawings will be prepared. Any subsurface features encountered will be briefly documented for further evaluation through location mapping, descriptions, and photographs. The archaeological monitor will prepare a Daily Field Log that will include log in and out times, a description of all ground disturbing activities, and monitoring observations. This information will be summarized in the final report. If there is an inadvertent discovery, this cost estimate does not include detailed recording (such as plan and profile mapping that occurs outside of the budgeted monitoring hours) or additional archaeological investigations.

**Cultural Monitoring Report.** A Monitoring Report summarizing the results of archaeological monitoring will be produced once the excavation of soils within the Project area is complete. The Report will include a Project description; an overview of the Project location; a discussion of field methods, constraints, and results; and a summary with conclusions. The report will include maps and cultural resource location data as appropriate. The format and contents of the Letter Report will follow State Office of Historic Preservation Archaeological Resource Management Report (ARMR) guidelines, authored by Pacific Legacy's Robert Jackson, MA, RPA. The final report will be filed with the California Historic Resources Information System (CHRIS).

**COST SUMMARY  
 TO PROVIDE ENVIRONMENTAL MONITORING  
 FOR WELL WATER INFRASTRUCTURE IMPROVEMENTS AT  
 2801 MONTEREY-SALINAS HIGHWAY (PHASE 1)  
 AT MONTEREY REGIONAL AIRPORT**

<b>Task</b>	<b>Coffman Labor Costs (Sr. Professional)</b>	<b>Subcontractor Labor Costs</b>	<b>Subcontractor Expenses</b>	<b>Task Total</b>
Task 1 - Management of Contract, Subcontracts, and Invoicing (Coffman)	10 hrs @ \$279/hr			\$2,790
Task 2 - Biological Resources Monitoring (SWCA)		\$25,236	\$2,385	\$27,621
Task 3 – Cultural Resources Monitoring (Pacific Legacy)		\$20,522	\$2,982	\$23,504
<b>TOTAL</b>	<b>\$2,790</b>	<b>\$45,758</b>	<b>\$5,367</b>	<b>\$53,915</b>

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Scott E. Huber, District Counsel  
**SUBJ:** Establishing a Remote Public Participation Policy for Board Meetings

**BACKGROUND AND DISCUSSION.**

The Board of Directors directed staff to return at a future meeting with a policy establishing a mechanism for remote public participation, which will enable the public to make comments to the Board during its meetings without being required to attend in person. With the adoption of the attached Resolution and Policy, the Board Meetings held in the Airport Board Room will include an option to participate remotely.

It should be noted that this is not required pursuant to the Brown Act, and that it is being provided to the public as a courtesy and in an effort to maximize the convenience for members of the public to address the Board on any matter within the Airport's subject matter jurisdiction.

**FISCAL IMPACT.** None.

**RECOMMENDATION.** Approve Resolution 1862 - A Resolution of the Monterey Peninsula Airport District to Establish a Remote Public Participation Policy for Board Meetings

**ATTACHMENTS.**

Resolution 1862



## RESOLUTION NO. 1862

### A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO ESTABLISH A REMOTE PUBLIC PARTICIPATION POLICY FOR BOARD MEETINGS

**WHEREAS**, during the coronavirus pandemic, the Board of Directors (“Board”) of the Monterey Peninsula Airport District (“District”) used a virtual meeting tool that allowed the Board to continue holding meetings and provided a way for the public to participate in those meetings; and

**WHEREAS**, the Board recognizes that public participation is a critical component of the civic process and values the input it receives from members of the public during meetings; and

**WHEREAS**, the Board desires to make it easier for the public to comment during meetings by providing the public with a way to participate remotely in most public meetings of the Board in addition to attending meetings in person or submitting written comments in advance of the meeting; and

**WHEREAS**, the Board recognizes that it may not be feasible to provide the public with the option to participate remotely in every Board meeting, such as for site visits or during times when technological issues arise.

**NOW, THEREFORE, BE IT RESOLVED** that the Monterey Peninsula Airport District hereby establishes the following policy for remote public participation in Board Meetings:

1. District Meetings of the Board of Directors held in the Airport Board Room shall include an option for the public to participate remotely through video and/or telephone conferencing. This requirement shall not apply in the event that remote participation technology is unexpectedly not available, such as during an internet service outage, electrical outage, or other technological issue that prevents remote participation by the public. In the event that remote participation technology is unavailable, the Board may briefly pause a meeting to give staff some time to troubleshoot the technological issue, however, members of the public who rely upon the availability of remote public participation do so at their own risk. An agenda item approved during a meeting in which remote participation technology was unavailable shall not invalidate the action, and no cause of action shall be created by the unavailability of remote public participation.
2. To the greatest extent possible, meetings of the Board of Directors should be scheduled to occur in the Board Room to enable remote public participation. However, the Board recognizes that not all meetings can occur in the Airport Board Room. Therefore, when the Board desires to meet somewhere other than the Airport Board Room, including but not limited to site visits, meetings with more attendees than able to fit within the Airport Board Room capacity limits, or for any other reason, remote participation shall not be available.

3. Board Meeting regular meeting schedules shall be established to allow use of the Airport Board Room to the extent possible to provide the public with the option to participate in meetings remotely.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 24th day of October 2023.

Signed this 24th day of October, 2023

Mary Ann Leffel, Chair Pro Tem

ATTEST

Michael La Pier, AAE  
District Secretary

**AGENDA ITEM: H**  
**DATE:** October 24, 2023

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

**FINANCE AND ADMINISTRATION.**

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

**FIRE.**

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

**OPERATIONS.**

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

**PLANNING AND DEVELOPMENT.**

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

**POLICE.**

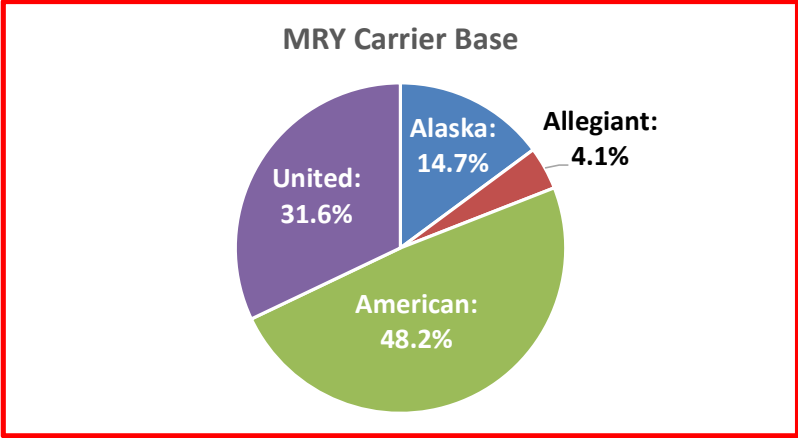
[Police Activity Report by Del Rey Oaks Police Department](#)

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
EXCELLENT	9/14/2023	-	-	-	-	Dear Monterey Peninsula Airport District, I wanted to express my sincere thanks to Larry, the Long-Term parking attendant, who helped me with a situation that occurred during my long-term parking. It's employees like Larry, who go above and beyond and provide exceptional customer service, which is why I utilize Monterey Peninsula Airport for both business and personnel travel. I do hope Larry is recognized for providing outstanding customer service. I will continue to refer my family, friends, and co-workers to Monterey Peninsula Airport.	-	-
EXCELLENT	9/17/2023	8:28 AM	Departing	5648	United	The TSA morning crew was absolutely pleasant! So friendly and so nice, all of them. A review was in order. Thank you!	Houston	TX
POOR	9/19/2023	10:15 AM	Departing	5658	United	Airport screen behind United ticket counter has been broken for many weeks. I have flown in and out of this airport multiple times and it has yet to be fixed. The chairs that go to long tables behind TSA are too low. A design flaw, they need to be higher to comfortably access your items on the table (you feel like a child sitting at an adult table), either the chairs need to be higher or the tables lower. There is an old and musty mold smell in the elevators, the carpet needs to be replaced as the smell is reminiscent of an old Vegas hotel. This airport services an affluent community on the Monterey Peninsula, the upkeep and remodeling should be a priority for administration in order to enhance the customer experience.	Pacific Grove	CA

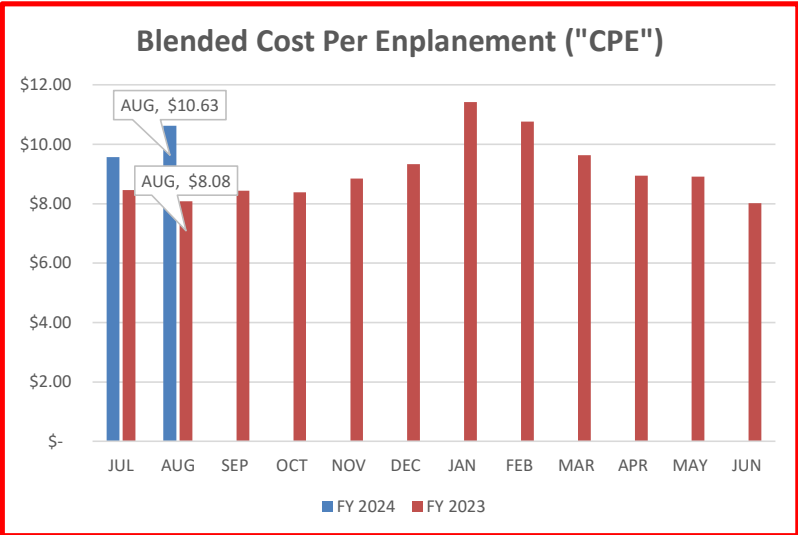
**TO:** Michael La Pier, Executive Director, Monterey Regional Airport  
**FROM:** Mark Wilson, Controller  
**SUBJECT:** Discussion and Analysis of the August 31, 2023 Financial Statements

**KEY OPERATING STATISTICS.** August enplanements were 24,509 (vs. 23,533 budgeted), up 14.7% from the 21,361 in the same period in 2022. August commercial airline landings were less than budgeted (391 actual vs. 428 budgeted). Total Passengers for the month of August were 49,280, up 12.0% from 42,852 in the same period in 2022. Total aircraft operations for August were 5,232, down from 5,915 in the same period in 2022, and Vehicle exit counts in the parking lots were 12,208, up 49.0% from the exit counts in August of 2022.

In August, American Airlines accounted for approximately 48.2% of the passenger enplanements. Monterey Regional Airport's enplaning passenger carrying capacity for August was approximately 33,736 Seats.



In August the Airport's blended CPE was \$10.63, compared to \$8.08 in the same period in 2022. The \$2.55 increase reflects both the impact of the increased Rates & Charges implemented in FY24(\$1.95) and increased Landing, RON and Apron Fees (\$0.60).



LIQUIDITY AND CAPITAL RESOURCES. As of August 31, 2023 the Airport had unrestricted cash and investments of \$17.037M.

In 2022, the Airport received an FAA Grant Award of \$9.483M for the new ARFF building. In September 2023 the Airport received a \$23,053,049 Grant towards the \$43 Million Commercial Apron Project, and was awarded a \$3.0M Grant for Terminal design under the competitive BIL/ATP process. We are waiting on approval of the \$3,322,281 Grant for remaining Terminal Design costs under the BIL Entitlement program.

As of August 31, 2023 the Airport had Restricted PFC cash and investments of \$1.945M and Restricted CFC cash and investments of \$1.032M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 14.5X. This compares favorably to an overall Airport Industry Benchmark\* of 5.39X. Days Cash on Hand (based on FY 24 Budgeted Operating Expenses), was 625.0, which is in line with the overall Airport Industry Benchmark\* of 640.5 Days.

OPERATING INCOME. The Airport's higher than budgeted revenues and lower than budgeted operating expenses in August resulted in an operating income of \$594.6K, which is a favorable variance of \$226.K to August's budgeted operating income of \$368.6K.

OPERATING INCOME				
	August 2023 ACTUAL	August 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Operating Revenues	\$ 1,328,916	\$ 1,221,747	\$ 107,169	9%
Operating Expenses	(734,290)	(853,116)	118,826	14%
<b>Operating Income</b>	<b>\$ 594,626</b>	<b>\$ 368,631</b>	<b>\$ 225,995</b>	<b>61%</b>

REVENUES. August 2023 combined reported Airport Operating Revenues were \$1,329K, which was \$107.2K (9%) higher than budget (\$1,222K). This favorable variance was primarily due to higher Terminal Revenues, General Aviation, Other Operating, and Interest Income.

	August 2023 ACTUAL	August 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Terminal Revenues	\$ 747,509	\$ 699,095	\$ 48,414	7%
General Aviation	285,403	262,297	23,106	9%
Non-Aviation	185,948	188,506	(2,558)	-1%
Other Operating	44,193	21,869	22,324	102%
Interest Income	65,863	49,980	15,883	32%
<b>Total Operating Revenues</b>	<b>\$ 1,328,916</b>	<b>\$ 1,221,747</b>	<b>\$ 107,169</b>	<b>9%</b>

\* Source: Merritt Research Services Benchmark Central - Airport Medians for 2022.

**Terminal Revenues:**

Commercial Aviation fees (\$150.5K) for August were higher than budget (\$127.9K) due primarily to higher landing fees.

Terminal Rents (\$173.2K) for August were materially on budget (\$171.0K).

TNC Permits, Trip Fees & Peer-to-Peer Rentals (\$29.2K) for August were higher than the budget (\$25.0K) by \$4.2K/17%. This favorable variance was primarily due to higher than budgeted TNC (\$2.6K) and Peer-to-Peer revenues (\$3.2K).

Terminal Concessions (\$28.7K) for August were higher than the budget (\$27.0K) by \$1.7K/6%. This favorable variance was primarily due to higher than budgeted revenues for Lamar Advertising.

Rental Car Concessions (\$246.6K) for August were lower than the budget (\$251.7K) by \$5.1K/2%. This unfavorable variance was due primarily to lower than budgeted rental car activity for Avis, National/Alamo, and GO Rentals, partially offset by higher than budgeted revenue from Hertz, Budget and Enterprise.

Parking Concession (\$119.2K) for August was higher than the budget (\$96.5K) by \$22.7K/23%. Parking Concession revenues for August were budgeted at 8,732 parked cars with an average of \$11.06. In August the number of parked cars was more at 12,208 with an average of \$9.77 per car, resulting in a favorable variance.

**General Aviation Revenues:**

Heavy General Aviation revenues, including landing fees (\$252.2K) for August were higher than budget (\$229.2K) due primarily to higher Special Event Aircraft Parking Fees (\$47.3K vs. \$21K budgeted) received during Car Week.

Light General Aviation revenues (\$33.2K) for August were materially on budget (\$33.1K).

**Non-Aviation Revenues:**

Non-Aviation revenues (\$185.9K) for August were materially on budget (\$188.5K).

**Other Operating Revenues:**

Other Operating revenues (\$44.2K) for August were higher than budget (\$21.9K) due primarily to higher than budgeted Tenant Plan Check and Permit Fees and Utility Chargebacks.

**Interest Income:**

Interest Income (\$65.9K) for August exceeded budget (\$50.0K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of (\$734.3K) for August were lower than the budget (\$853.1K) by \$118.8K/14%. This favorable variance was primarily due to lower Salaries & Taxes, Employer Benefits, Business Expenses, Professional Services, and Marketing/PR; detailed analyses follows:

**OPERATING EXPENSES - BY MAJOR CATEGORY TYPE**

	August 2023	August 2023	VARIANCE	
	ACTUAL	BUDGET	Favorable (Unfavorable)	
			\$	%
Salaries & Taxes	\$ 172,865	\$ 219,118	\$ 46,254	21%
Employer Benefits	96,729	108,702	11,973	11%
Recruitment & Training	8,775	8,775	0	0%
Business Expenses	33,621	50,731	17,110	34%
Supplies & Materials	8,910	13,205	4,295	33%
Repairs & Maintenance	45,194	36,174	(9,020)	-25%
Outside Services	230,232	232,256	2,024	1%
Professional Services	56,446	72,690	16,244	22%
Marketing, PR	28,714	52,050	23,336	45%
Utilities	34,878	41,516	6,638	16%
Interest Expense	17,926	17,899	(27)	0%
<b>Total Operating Expenses</b>	<b>\$ 734,290</b>	<b>\$ 853,116</b>	<b>\$ 118,826</b>	<b>14%</b>

**OPERATING EXPENSES - BY DEPARTMENT**

	August 2023	August 2023	VARIANCE	
	ACTUAL	BUDGET	Favorable (Unfavorable)	
			\$	%
Admin & Finance	\$ 164,339	\$ 232,715	\$ 68,376	29%
Planning & Marketing	90,094	120,541	30,447	25%
Maintenance	136,139	139,444	3,305	2%
Operations	54,154	68,604	14,450	21%
Police	105,390	115,230	9,841	9%
Fire	129,937	134,987	5,050	4%
Board of Directors	29,081	15,990	(13,091)	-82%
Rental Properties	7,230	7,705	475	6%
Interest Expense	17,926	17,899	(27)	0%
<b>Total Operating Expenses</b>	<b>\$ 734,290</b>	<b>\$ 853,116</b>	<b>\$ 118,826</b>	<b>14%</b>

Salary & Taxes Expenses (\$172.9K) for August were lower than the budget (\$219.1K) by \$46.3K/21%. This favorable variance was primarily due to lower salaries and wages for the Ops Department (\$7.3K), the Admin & Finance Department (\$14.5K), the Planning and Marketing Department (\$7.2K) and the Maintenance Department (\$8.8K) due to unfilled positions.

Employer Benefit Expenses (\$96.7K) for August were lower than the budget (\$108.7K) by \$12.K or 11.0%. This favorable variance was primarily due to lower CalPERS Health Insurance (\$7.0K) and lower CalPERS Retirement (\$3.7K) due to unfilled positions.



Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$8.8K) for August were on Budget (\$8.8K).

Business Expenses (\$33.6K) were lower than the budget (\$50.7K) by \$17.1K/34%. This favorable variance was primarily due to lower than budgeted LAFCO Expense (\$15K Budgeted but \$10K paid at the end of FY23) and Telecommunications Expense (\$2.3K).

Supplies & Materials expenses (\$8.9K) for August were lower than the budget (\$13.2K) by \$4.3K or 33%. This favorable variance was primarily due to lower than budgeted Custodial Supplies & Materials (\$4.5K).

Repair & Maintenance expenses (\$45.2K) for August were higher than budget (\$36.2K) due primarily to higher Terminal R&M (\$26.3K), partially offset by lower Rental Space (\$5.4K), Landscape & Grounds (\$3.3K), General (\$3.2K), and District Vehicle (\$5.9K) Repairs & Maintenance.

Outside Services expenses (\$230.2K) for August were materially on budget (\$232.3K).

Professional Service expenses for the Art Program, Architect & Engineer, Legal, Audit, Computer / LAN & IT, Environmental, and Human Resources (\$56.4K) for August were lower than Budget (\$72.7K). due primarily to the timing of payments for the Annual Audit (\$23.2K), partially offset by higher than budgeted District Legal Counsel (\$13.5K) and Architect & Engineer (\$3.5K) expenses.

Marketing, Public Relations, Air Service Development and Social Media Marketing expenses (\$28.7K) for August were lower than the budget (\$52.0K) by \$23.3K or 44.8%. This favorable variance was primarily due to lower than budgeted Social Media Marketing (\$17.3K) and Marketing (\$10.0K) expenses, partially offset by higher Public Relations (\$4.8K).

Utilities expenses, combined (\$34.9K) for August were lower than budget (\$41.5K). due primarily to lower than budgeted water expense.

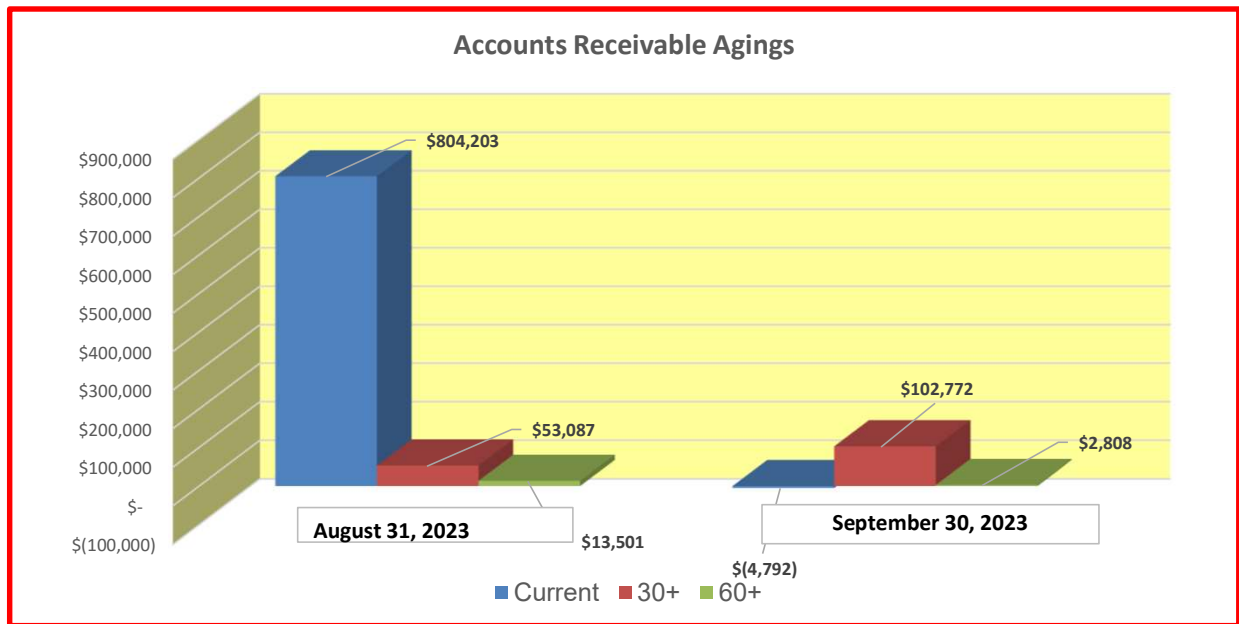
Interest expense (\$17.9K) for August was materially on budget (\$17.9K).

**SELECTED BALANCE SHEET ANALYSES:**

ACCOUNTS RECEIVABLE. The accounts receivable balance on August 31, 2023 was \$870.8K. This balance is \$216.1K or 33% higher than the July 31, 2023 balance (\$654.7K), and \$132.3K/18% higher than the \$738.5K balance on August 31, 2022. The accounts receivable balance over 60 days old on August 31, 2023, was \$13.5K.

Chart 2 below graphically presents the aging of accounts receivable (1) as of August 31, 2023 and (2) prior to the next billing cycle (September 30, 2023).

**Chart 2**



Total accounts receivable of \$870.8K as of August 31, 2023 was comprised of \$191.9K/(22.0%) from Commercial Airlines, \$207.5K/(23.8%) from Rental Car companies, \$211.9K/(24.3%) from FBOs, \$112.K/(12.9%) from Parking, \$29.1K/(3.3%) from the Monterey Hi-Way Self Storage, \$31.1K/(3.6%) from TNCs and Taxis, \$15.K/(1.7%) from Woody’s and \$72.4K/(8.3%) from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of August 31, 2023 of \$61.3K have been reclassified to deferred revenue.

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

**Chart 3**

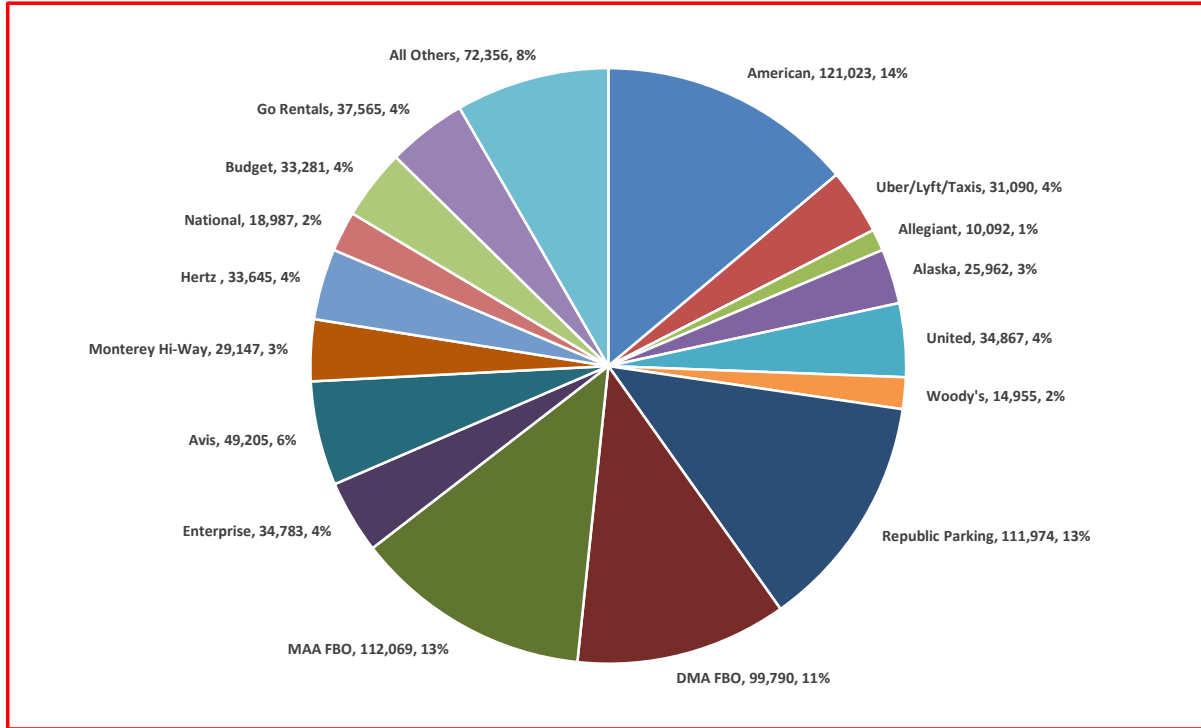
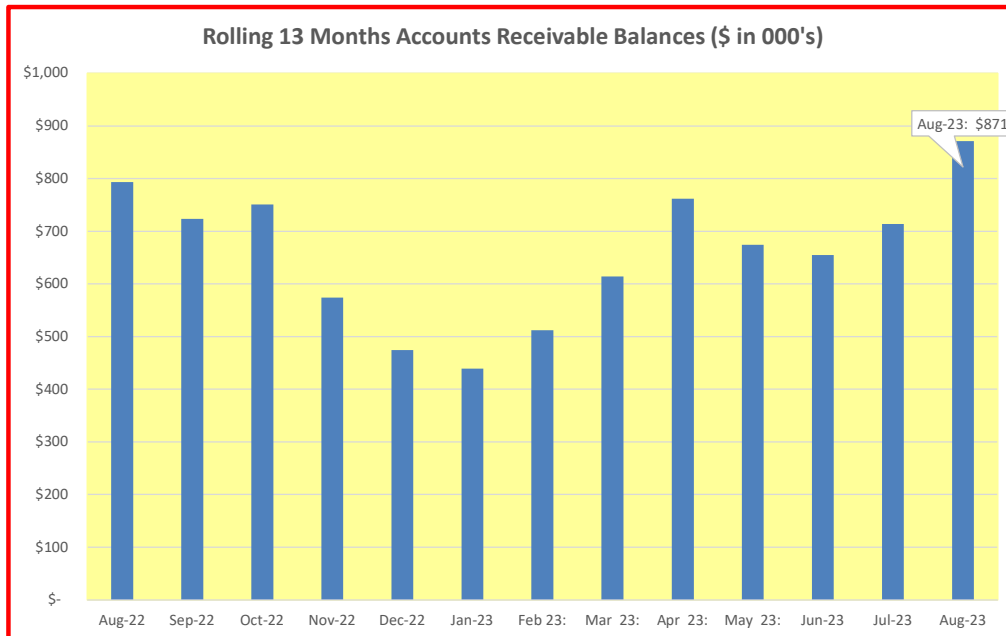


Chart 4 below depicts the total accounts receivable balances for the 13 months from August 2022 to August 2023.

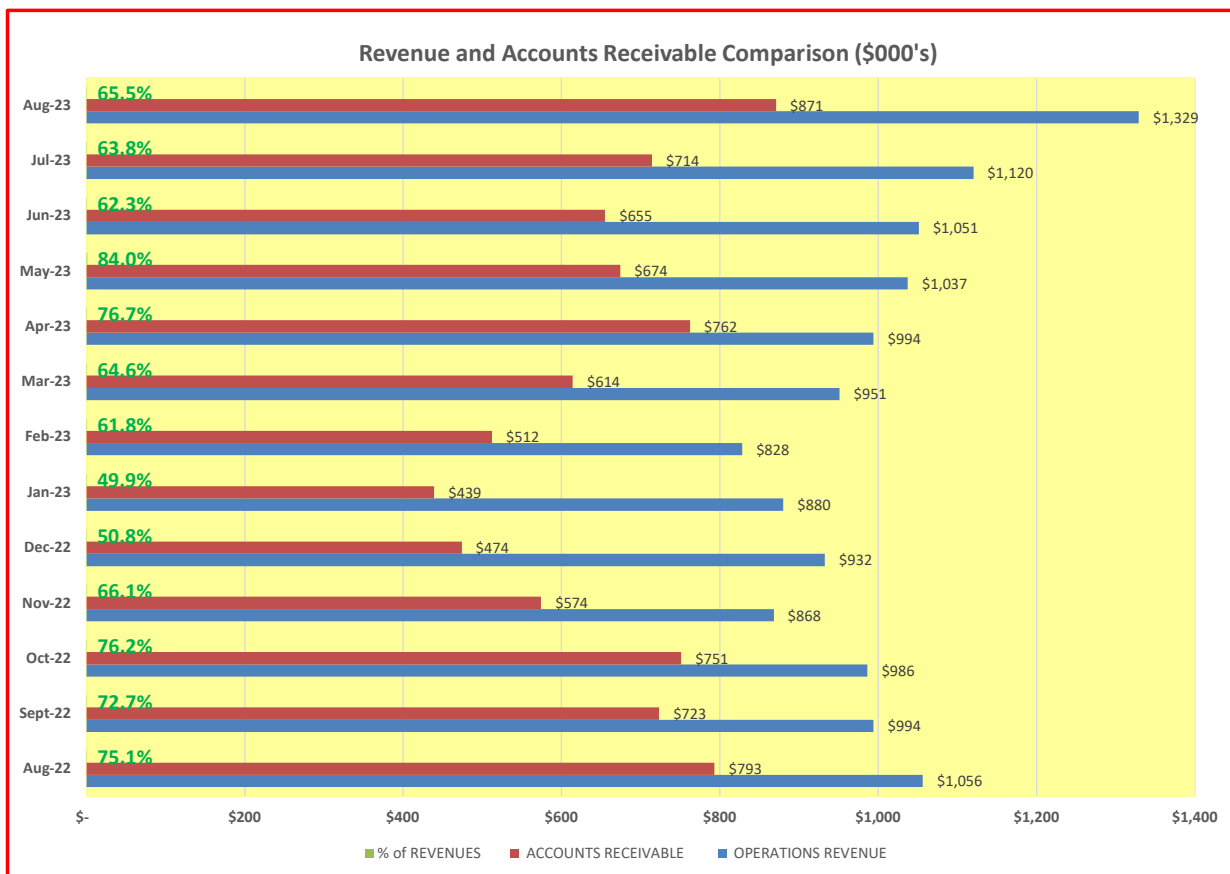
**Chart 4**



The balance of accounts receivable at month-end aligns with operating revenues in that month. The month-end balance of accounts receivable historically is approximately 50% to 70% of revenues. On August 31, 2023, accounts receivable is 65.5% of revenues and the rolling thirteen-month average is 66.9%.

**Chart 5** below graphically presents the monthly comparison of accounts receivable to operating revenues.

**Chart 5**

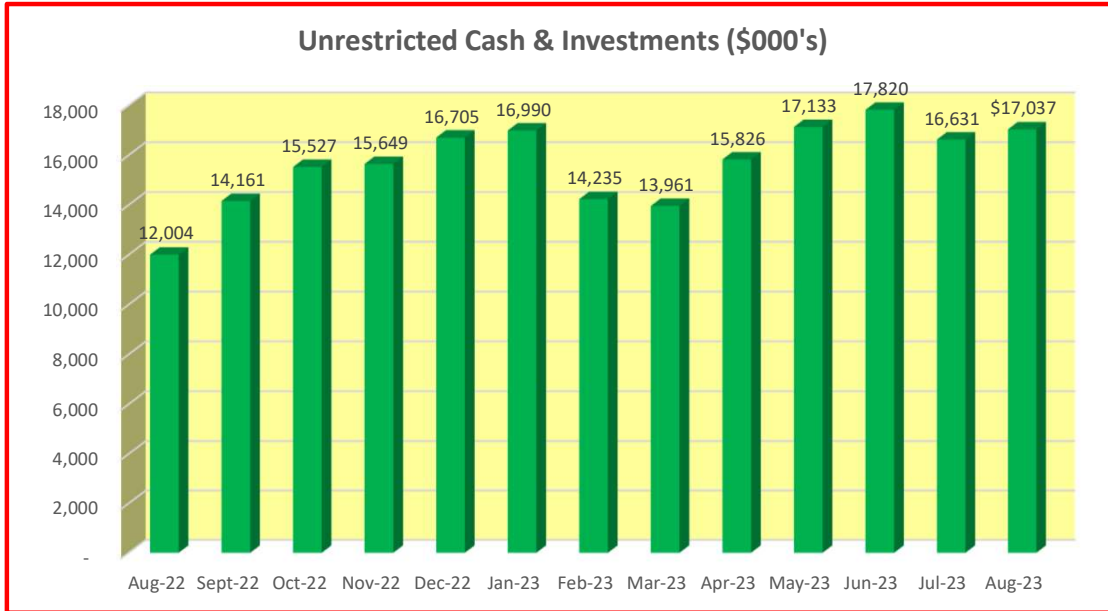


**UNRESTRICTED CASH AND INVESTMENTS.** The unrestricted cash and investments balance on August 31, 2023, was \$17.037M and the unrestricted cash and investments balance on July 31, 2023 was \$16.631M, an increase of \$.405M.

The increase in unrestricted cash and investments was primarily due to: (1) cash provided by Operating Activities of \$324K, (2) the net cash provided by Capital and Related Financing Activities of \$17.5K, and (3) the net cash provided by Investing Activities of \$194.2K (see Statement of Cash Flows on Page 17 for more details).

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

**Chart 6**



**SELECTED OPERATING STATISTICS:**

**ENPLANEMENTS AND LOAD FACTORS.** The table below presents simple load factors for fiscal years 2018 to 2024. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%; FY21 load factors reflect the impact of COVID-19. Commercial Airline aircraft types have a direct impact on capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors sustained or increased, which indicates that customers are willing to use the services offered by the Airlines.

Fiscal Year	August 31, 2023				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2024	75.4%	24,509	32,490	391	76.7%	50,065	65,298	784
2023	77.8%	21,361	27,446	404	77.1%	43,026	55,774	821
2022	73.2%	20,459	27,952	396	78.1%	41,379	53,008	750
2021	42.0%	5,816	13,860	193	43.8%	11,422	26,066	361
2020	75.3%	21,823	28,970	437	74.7%	43,932	58,848	878
2019	69.8%	15,537	22,262	331	69.0%	31,799	46,114	686
2018	77.8%	16,450	21,148	335	74.4%	34,518	46,396	727

Airline/destination specific simple load factors for August 2023 were Alaska/SAN 81.5%, Alaska /SEA 70.9% American/DFW 75.5%, American/PHX 77.4%, United/DEN 89.8%, United/LAX 69.7%, United/SFO 64.6%, Allegiant/LAS 81.5%, and JSX/SNA 66.7%.

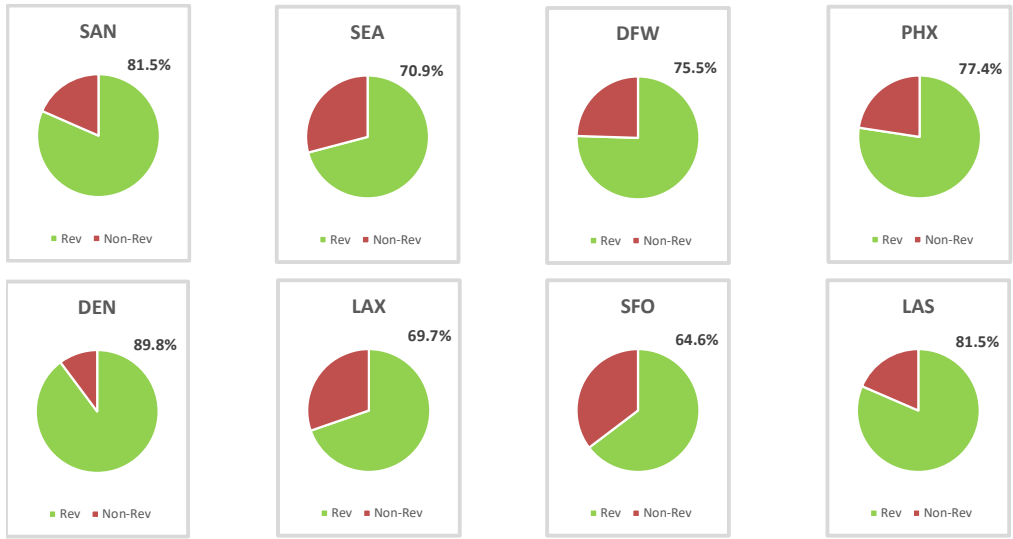
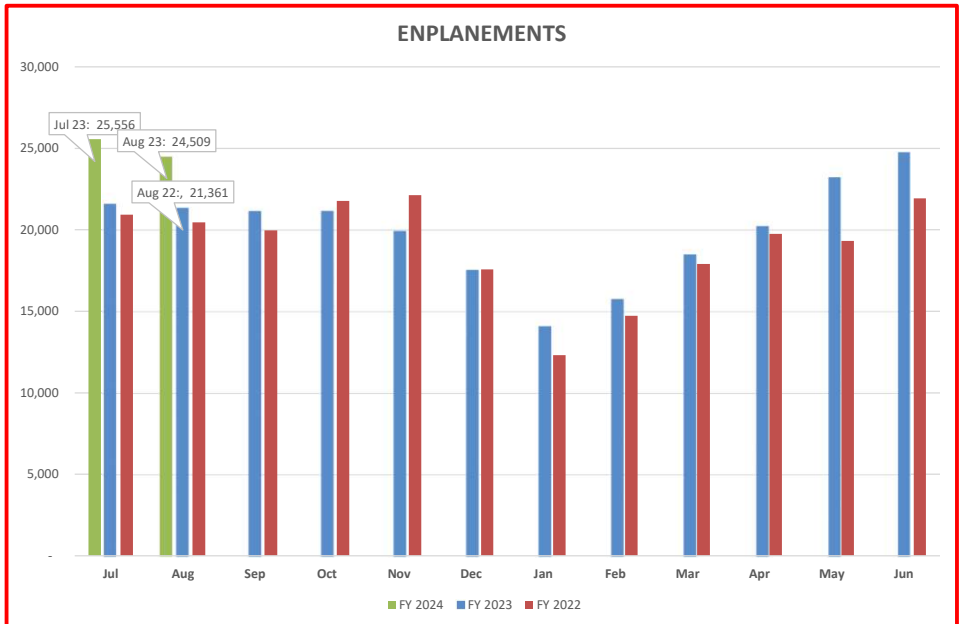


Chart 7 below presents a comparison of monthly enplanements for FY 2024 to all FY 2023 and FY 2022 enplanements (which reflect the seasonality of the Airport's historical business cycle). When comparing enplanements for August 2023 (24,509) and July 2023 (25,556), enplanements decreased by 256. When comparing August 2023 to August 2022, enplanements increased by 2,894/13.4%: (24,509) vs. (21,361).

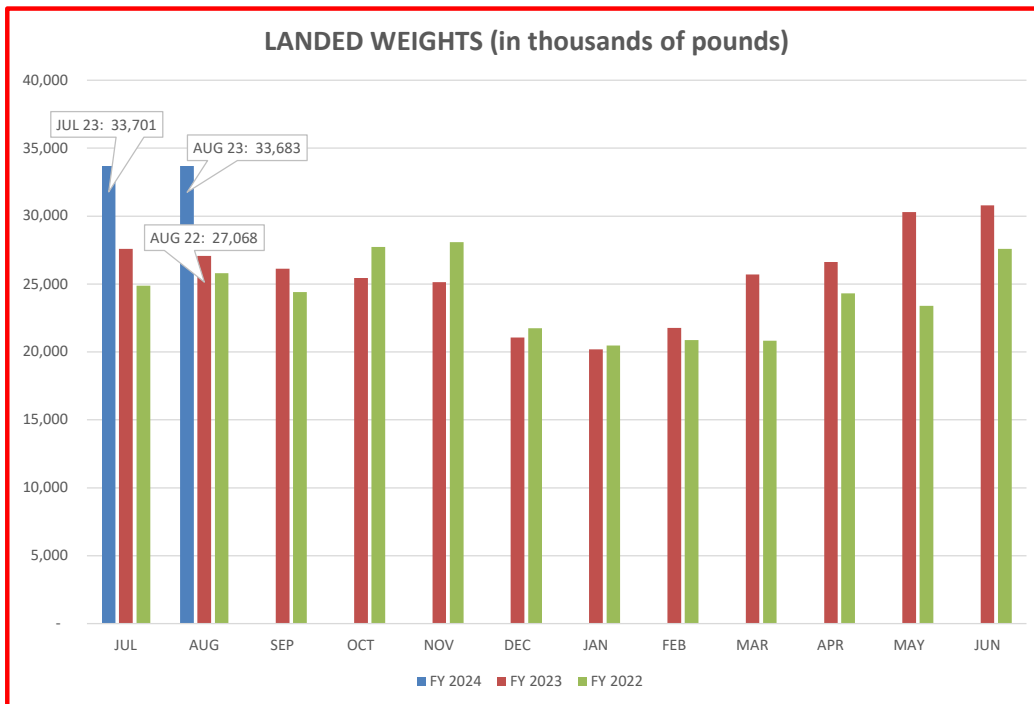
Chart 7



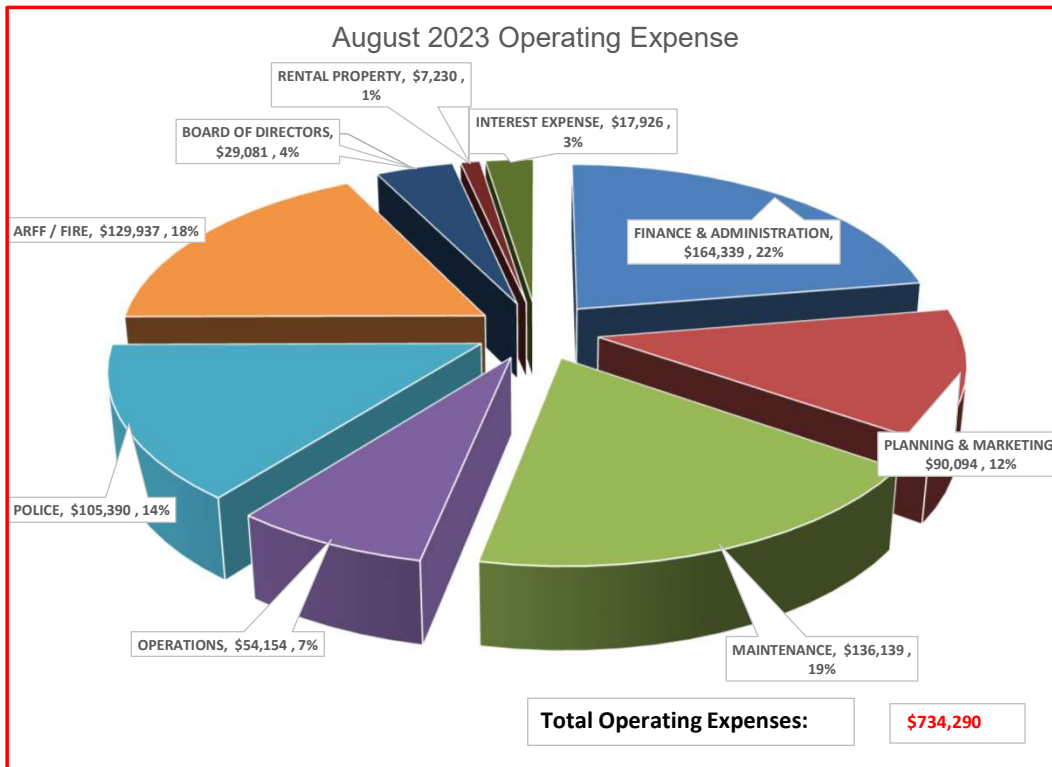
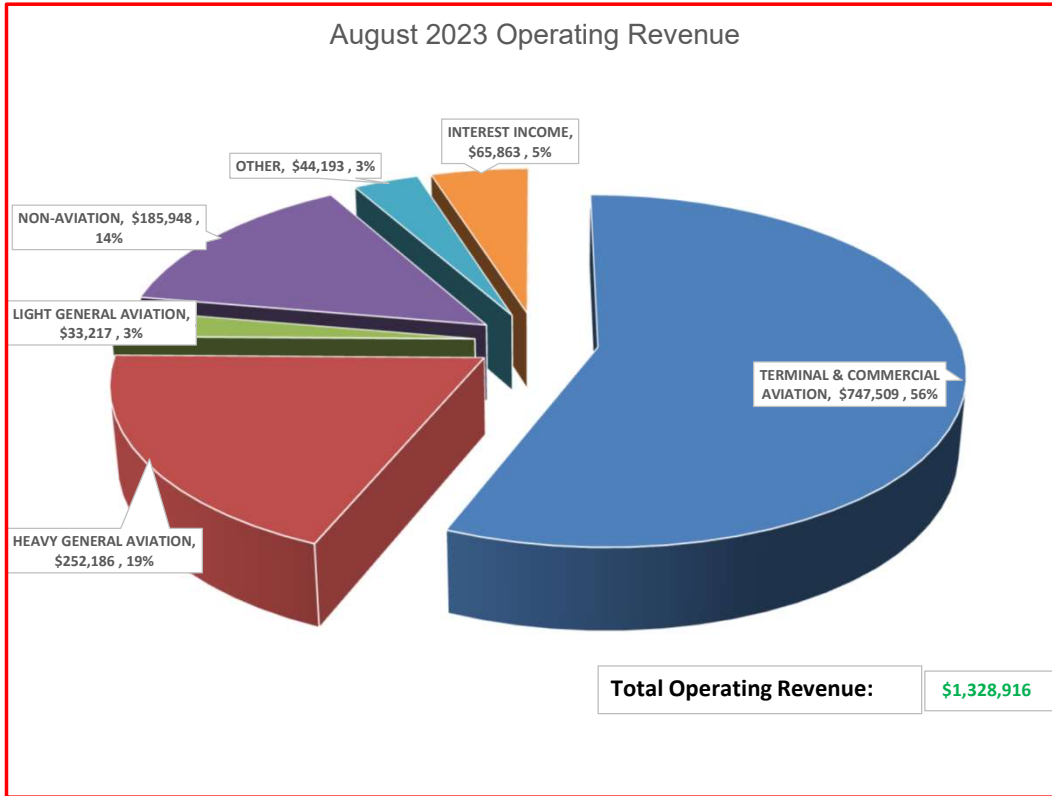
**LANDED WEIGHTS.** Chart 8 compares the Airport’s landed weights for FY 2024 to FY 2023. We anticipate landed weights for FY 2024 to increase as American continues up-gauging with heavier aircraft (the Mainline A319 has a Maximum Gross Landing Weight of 137,788 pounds, as compared to a Maximum Gross Landing Weight of 74,957 pounds for the Regional Embraer 175).

Total landed weights for August 2023 were 33,683 thousand pounds, an increase of 6,615 thousand pounds over the 27,068 thousand pounds landed in the comparable period in 2022, and a decrease of 18 thousand pounds over the 33,701 thousand pounds landed in July 2023.

**Chart 8**

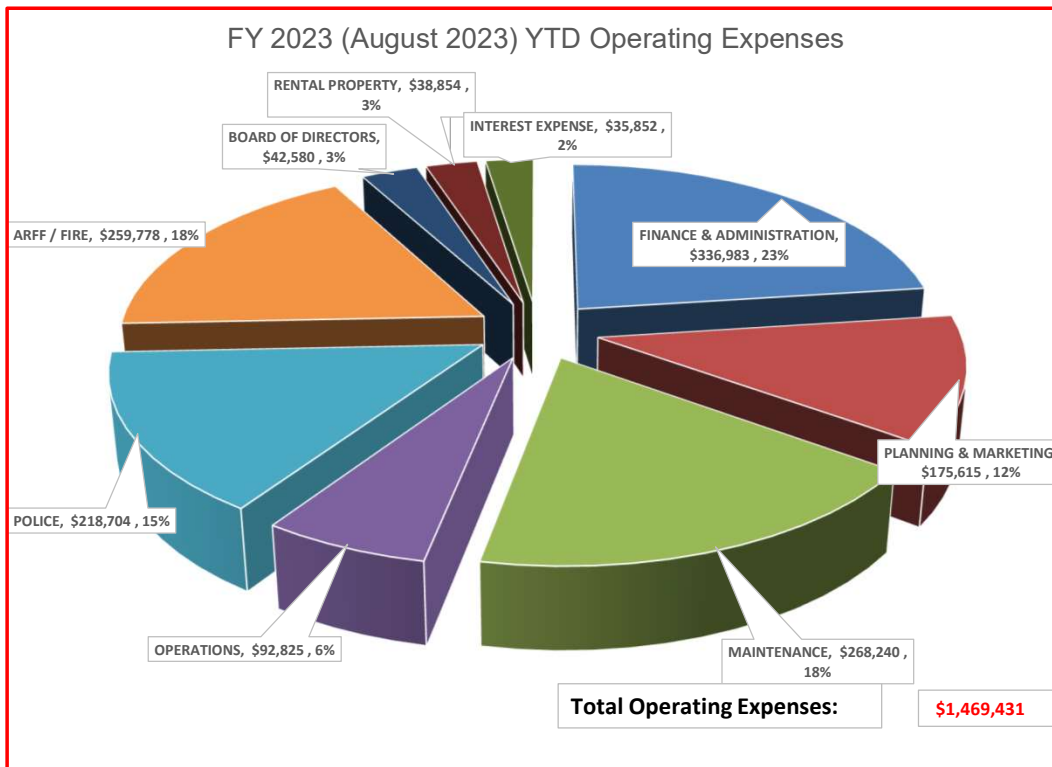
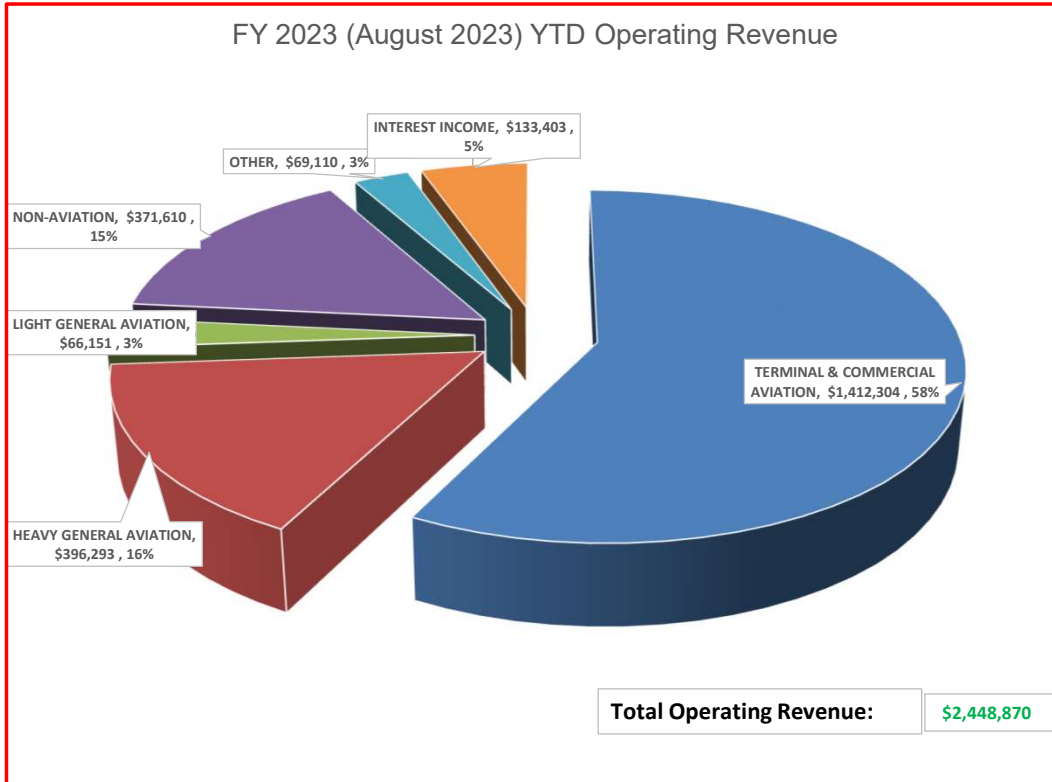


Monterey Peninsula Airport District





Monterey Peninsula Airport District



# AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

## Aug. 31, 2023

OPERATING STATISTICS	Aug. 31, 2023	Budget	%	Aug. 31, 2022	YTD FY 24	Budget	%	YTD FY 23
<b>AIRPORT ACTIVITY</b>								
Air Carrier Landings <sup>1</sup>	391	428	-9%	404	784	840	-7%	821
Landed Weight (in thousands of pounds)	33,683	30,708	10%	27,068	67,384	60,206	12%	54,646
Enplanements	24,509	22,362	10%	21,361	50,065	45,895	9%	42,976
Passengers (emp/dep)	49,280			42,852	101,401			86,845
Total Cargo (in pounds)	62,992			61,636	124,631			112,223
Commercial	1,854			1,929	3,389			3,500
General Aviation	3,285			3,790	6,611			7,100
Military	93			196	245			310
<b>TOTAL AIRCRAFT OPERATIONS</b>	<b>5,232</b>			<b>5,915</b>	<b>10,245</b>			<b>10,910</b>
<b>VEHICLE EXIT COUNT</b>								
Long Term (1) Lot	3,239	1,826	77%	3,985	5,698	3,639	57%	3,985
Upper Short Term (2) Lot	2,620	2,189	20%	3,183	5,083	4,188	21%	3,183
Lower Short Term (3) Lot	6,349	4,717	35%	11,386	12,372	11,397	9%	11,386
<b>TOTAL VEHICLE EXIT COUNT</b>	<b>12,208</b>	<b>8,732</b>	<b>40%</b>	<b>18,554</b>	<b>23,153</b>	<b>19,224</b>	<b>20%</b>	<b>18,554</b>

1: Cancelled Flight Landings: Current Month =8 (0 - Alaska /0 - Allegiant /4 - American /4 - United) FYTD = 11 (0 - Alaska /0 - Allegiant /4 - American /7 - United)

	Aug. 31, 2023 ACTUAL	Aug. 31, 2023 Budget	Var. \$	Aug. 31, 2022 ACTUAL	YTD FY 24 ACTUAL	Budget	Var. \$	YTD FY 23 ACTUAL
<b>OPERATING REVENUE</b>								
<b>TERMINAL</b>								
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 150,533	\$ 127,931	\$22,602 ▲	88,702	\$ 273,261	\$ 250,464	\$22,797 ▲	186,280
Rents	173,226	170,965	2,261 ▲	144,936	346,725	341,930	4,795 ▲	289,872
TCP Operator Permits	-	433	(433) ▼	420	2,500	866	1,634 ▲	803
Taxi Operator Permits & Trip Fees	3,280	4,412	(1,132) ▼	4,380	9,221	9,794	(573) ▼	8,712
TNC Permits, Trip Fees and Peer-to-Peer Rentals	25,942	20,147	5,795 ▲	19,323	51,280	37,159	14,121 ▲	35,511
Concessions	28,658	26,958	1,700 ▲	24,232	57,411	53,052	4,359 ▲	47,772
Rental Car	246,646	251,700	(5,054) ▼	241,700	420,081	452,319	(32,238) ▼	432,319
Parking	119,224	96,549	22,675 ▲	82,047	251,826	200,957	50,869 ▲	170,809
<b>HEAVY GENERAL AVIATION</b>								
GA Landing Fees	114,899	99,325	15,574 ▲	67,746	150,183	144,876	5,307 ▲	107,538
FBO Rent	63,239	59,877	3,362 ▲	58,677	126,477	119,754	6,723 ▲	117,354
Fuel Fees	74,049	70,012	4,037 ▲	67,119	119,633	109,456	10,177 ▲	105,560
<b>LIGHT GENERAL AVIATION</b>								
	33,217	33,083	134 ▲	33,978	66,151	66,166	(15) ▼	67,491
<b>NON-AVIATION</b>								
	185,948	188,506	(2,558) ▼	181,516	371,610	377,012	(5,402) ▼	364,606
<b>OTHER OPERATING REVENUE</b>								
	44,193	21,869	22,324 ▲	40,943	69,110	43,738	25,372 ▲	72,833
<b>INTEREST INCOME</b>								
	65,863	49,980	15,883 ▲	2,524	133,403	100,977	32,426 ▲	4,523
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 1,328,916</b>	<b>\$ 1,221,747</b>	<b>\$ 107,169</b>	<b>\$ 1,058,243</b>	<b>\$ 2,448,870</b>	<b>\$ 2,308,520</b>	<b>\$ 140,350</b>	<b>\$ 2,011,982</b>

<b>OPERATING EXPENSE</b>								
Finance & Administration	\$ 164,339	\$ 232,715	(\$68,376) ▼	230,332	\$ 336,983	\$ 419,311	(\$82,329) ▼	426,817
Planning & Marketing	90,094	120,541	(30,447) ▼	51,982	175,615	265,286	(89,671) ▼	109,528
Maintenance & Custodial Services	136,139	139,444	(3,305) ▼	113,185	268,240	295,076	(26,836) ▼	273,466
Airport Operations	54,154	68,604	(14,450) ▼	46,449	92,825	143,211	(50,387) ▼	74,475
Police Services	105,390	115,230	(9,841) ▼	97,773	218,704	228,512	(9,807) ▼	201,014
ARFF/Fire Services	129,937	134,987	(5,050) ▼	137,539	259,778	269,569	(9,791) ▼	275,071
Board of Directors	29,081	15,990	13,091 ▲	26,002	42,580	31,780	10,800 ▲	47,915
Office Rentals	7,230	7,705	(475) ▼	6,132	38,854	45,176	(6,322) ▼	44,915
Interest Expense	17,926	17,899	27 ▲	1,957	35,852	23,031	12,821 ▲	3,914
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 734,290</b>	<b>\$ 853,116</b>	<b>\$ (118,826)</b>	<b>\$ 711,350</b>	<b>\$ 1,469,431</b>	<b>\$ 1,720,953</b>	<b>\$ (251,522)</b>	<b>\$ 1,457,115</b>

<b>OPERATING INCOME</b>	<b>\$ 594,626</b>	<b>\$ 368,631</b>	<b>\$ 225,995</b>	<b>\$ 346,893</b>	<b>\$ 979,439</b>	<b>\$ 587,567</b>	<b>\$ 391,872</b>	<b>\$ 554,867</b>
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<b>DISTRICT CAPITAL EXPENDITURES (See Page 20)</b>	<b>\$ (1,141,194)</b>	<b>\$ (1,520,775)</b>	<b>\$379,581 ▲</b>	<b>\$ (153,896)</b>	<b>\$ (1,652,482)</b>	<b>\$ (3,061,550)</b>	<b>\$1,409,068 ▲</b>	<b>\$ (153,896)</b>
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<b>DEBT SERVICE - PRINCIPAL ONLY</b>	<b>\$ (4,442)</b>			<b>\$ (17,460)</b>	<b>\$ (8,883)</b>			<b>\$ (17,460)</b>
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**MONTEREY PENINSULA AIRPORT DISTRICT**

Statements of Net Position

	<b>August 31, 2023 (Unaudited)</b>	<b>June 30, 2023 (Unaudited)</b>
<b>ASSETS:</b>		
Current assets:		
Unrestricted:		
Cash	\$ 2,269,797	\$ 1,983,524
Investments - L.A.I.F.	57,628	492,500
Investments - T-Bills	13,832,891	14,470,883
Investments - Negotiable CDs	876,363	873,032
Accounts receivable, net of \$10,000 allowance	860,790	644,659
Accrued Interest receivable	43,898	159,451
Leases receivable (GASB 87), current portion <sup>(1)</sup>	1,073,014	1,092,200
FAA Grant Receivable	-	941,320
Prepaid and other assets	601,784	352,304
	<u>19,616,164</u>	<u>21,009,873</u>
Restricted:		
Cash	3,091,235	2,910,566
Investments - T-Bills	395,114	396,872
Investments - Negotiable CDs	290,389	290,389
Accrued Interest Receivable CDs	2,539	1,517
Total restricted current assets	<u>3,776,738</u>	<u>3,599,344</u>
<b>Total Current Assets</b>	<b><u>23,392,902</u></b>	<b><u>24,609,217</u></b>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion <sup>(1)</sup>	9,573,582	9,554,396
Tenant receivable, net of current portion	15,035	40,260
Right-of-Use (GASB 96), net of current portion	11,581	11,581
Capital assets:		
Construction-in-Process	16,612,260	24,860,622
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	74,671,114	62,700,239
Total Capital assets:	<u>95,490,128</u>	<u>91,767,616</u>
Total Noncurrent assets:	<b><u>105,090,325</u></b>	<b><u>101,373,853</u></b>
Total Current and Noncurrent assets:	<b><u>128,483,227</u></b>	<b><u>125,983,070</u></b>
<b>DEFERRED OUTFLOWS OF RESOURCES:</b>		
Actuarial valuation of deferred outflows related to pensions <sup>(2)</sup>	5,098,192	5,098,192
Actuarial valuation of deferred outflows related to OPEB <sup>(4)</sup>	310,596	310,596
	<u>5,408,788</u>	<u>5,408,788</u>
<b>LIABILITIES:</b>		
Current liabilities:		
Accounts Payable	3,272,384	1,228,176
Accrued liabilities	125,968	87,174
Unearned revenues, current portion	90,841	53,024
Accrued compensated absences, current portion	40,645	30,689
Interest Payable	73,860	38,008
Loans payable, current portion	346,678	346,678
Funds held in trust (CFCs)	1,161,848	1,055,030
<b>Total Current Liabilities</b>	<u>5,112,223</u>	<u>2,838,779</u>
Long-term liabilities:		
Security deposits	469,345	449,333
Unearned revenues, net of current portion	219,688	221,167
Accrued compensated absences, net of current portion	140,986	140,986
SBITA (GASB 96) liability	11,581	11,581
Loans payable, net of current portion	5,624,016	5,632,900
Actuarial valuation of net pension liability <sup>(6)</sup>	5,802,890	5,802,890
Actuarial valuation of OPEB liability <sup>(7)</sup>	1,560,497	1,560,497
<b>Total Long-Term Liabilities</b>	<u>13,829,003</u>	<u>13,819,354</u>
<b>Total Liabilities</b>	<b><u>18,941,226</u></b>	<b><u>16,658,133</u></b>
<b>DEFERRED INFLOWS OF RESOURCES:</b>		
Actuarial valuation of deferred inflows related to pensions <sup>(3)</sup>	5,009,360	5,009,360
Actuarial valuation of deferred inflows related to OPEB <sup>(5)</sup>	901,675	901,675
Deferred inflows related to leases (GASB 87) <sup>(1)</sup>	10,646,596	10,646,596
Total Deferred Inflows of Resources	<u>16,557,631</u>	<u>16,557,631</u>
<b>NET POSITION:</b>		
Net investment in capital assets	86,919,951	84,679,500
Restricted - unspent Passenger Facilities Charges	1,635,006	1,664,305
Restricted - Cash Assets	1,371,394	1,007,340
Unrestricted	8,466,807	10,824,949
	<u>\$ 98,393,159</u>	<u>\$ 98,176,094</u>

See Notes to Statements of Net Position.

Notes to Statement of Net Position  
As of Aug. 31, 2023

	Lease Receivable	Lease Interest	Total Lease Payments
<b>1. Lease Receivable (GASB 87)</b>			
<b>Current:</b>			
FY 2024	<b>\$ 1,073,014</b>	\$ 419,353	\$ 1,492,367
<b>Noncurrent:</b>			
FY 2025	1,011,166	376,462	1,387,628
FY 2026	963,291	335,558	1,298,849
FY 2027	1,009,339	294,952	1,304,291
FY 2028	753,742	256,507	1,010,249
FY 2029-FY2033	2,273,229	930,468	3,203,697
FY 2034-FY2038	1,013,424	620,612	1,634,036
FY 2039-FY2043	990,675	429,584	1,420,259
FY 2044-FY2048	1,031,456	209,214	1,240,670
FY 2048-FY2053	528,260	48,723	576,983
	<b>9,574,582</b>	<b>3,502,080</b>	<b>13,076,662</b>
	<b>\$ 10,647,596</b>	<b>\$ 3,921,433</b>	<b>\$ 14,569,029</b>

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

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

	Combined	Miscellaneous	Safety
<b>2. Deferred Outflows of Resources related to Pensions</b>			
Pension contributions subsequent to measurement date	\$ 627,970	\$ 163,779	\$ 464,191
Changes of Assumptions	588,906	237,316	351,590
Differences between expected and actual experience	190,821	46,509	144,312
Net Difference between Projected and Actual Earnings	974,857	424,218	550,639
Adjustments due to differences in proportions	57,913	41,834	16,079
Difference in actual to proportionate share contribution	2,657,725	616,663	2,041,062
	<b>\$ 5,098,192</b>	<b>\$ 1,530,319</b>	<b>\$ 3,103,682</b>

	Combined	Miscellaneous	Safety
<b>3. Deferred Inflows of Resources related to Pensions</b>			
Differences between expected and actual experience	\$ 69,015	\$ 31,149	\$ 37,866
Adjustments due to differences in proportions	4,510,691	954,611	3,556,080
Differences between actual contributions and the proportionate share of contributions	429,653	64,710	364,943
	<b>\$ 5,009,359</b>	<b>\$ 1,050,470</b>	<b>\$ 3,958,889</b>

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

<b>4. Deferred Outflows of Resources related to OPEB</b>	
Changes in assumptions	\$ 131,614
Differences between expected and actual experience	106,767
Contributions made subsequent to the Measurement Date	72,215
	<b>\$ 310,596</b>

<b>5. Deferred Inflows of Resources related to OPEB</b>	
Changes in assumptions	\$ 419,478
Differences between expected and actual experience	482,197
	<b>\$ 901,675</b>

<b>6. Net Pension Liability</b>	
CalPERS - Miscellaneous Plan (6/30/2022 Measurement Date)	\$ 2,315,936
CalPERS - Safety Plan (6/30/2022 Measurement Date)	3,486,953
	<b>\$ 5,802,889</b>

<b>7. Total OPEB Liability</b>	
Police	\$ 695,401
Fire	338,285
Miscellaneous Plan	526,811
	<b>\$ 1,560,497</b>

**MONTEREY PENINSULA AIRPORT DISTRICT**  
Statement of Cash Flows

	<b>August 2023 (Unaudited)</b>	<b>FYTD 2024 (Unaudited)</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Receipts from customers	\$ 1,151,530	\$ 2,262,502
Payments to vendors for goods and services	(553,065)	(1,625,422)
Payments for employees pension and OPEB benefits	(42,634)	(85,108)
Payments to employees for services	(232,307)	(453,829)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>323,525</b>	<b>98,143</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		
Proceeds from FAA Grants and Passenger Facilities Charges	888,915	1,032,459
Proceeds from Customer Facilities Charges	3,123	13,635
Acquisition and construction of capital assets	(870,139)	(2,071,927)
Interest paid on loans	-	-
Principal paid on loans	(4,442)	(8,883)
<b>Net cash provided (used) by capital and related financing activities</b>	<b>17,457</b>	<b>(1,034,716)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Investment income received	194,211	250,473
Investments matured (purchased)	1,094,814	1,071,292
<b>Net cash (used) by investing activities</b>	<b>1,289,025</b>	<b>1,321,765</b>
<b>CASH FLOWS FROM NON-OPERATING ACTIVITIES:</b>		
	-	81,750
Net Change in Cash and Cash equivalents	1,630,007	466,942
Cash and Cash Equivalents at Beginning of Period	3,731,025	4,894,090
Cash and Cash Equivalents at End of Period	<b>\$ 5,361,032</b>	<b>\$ 5,361,032</b>
<b>STATEMENT OF NET POSITION</b>		
<b>CLASSIFICATION OF CASH AND CASH EQUIVALENTS:</b>		
Unrestricted	\$ 2,269,797	\$ 2,269,797
Restricted	3,091,235	3,091,235
<b>Total cash and cash equivalents</b>	<b>\$ 5,361,032</b>	<b>\$ 5,361,032</b>
<b>Reconciliation of operating loss to net cash provided (used) by operating activities:</b>		
Operating Loss after Depreciation and Amortization	\$ 72,239	\$ (67,010)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	474,449	948,898
(Increase) decrease in:		
Accounts receivable	(156,729)	(216,131)
Prepaid and other current assets	(215,518)	(224,255)
Increase (decrease) in:		
Accounts payable	(394,309)	(547,548)
Accrued liabilities	23,686	30,090
Interest Payable	-	-
Security deposits	163	20,011
Unearned revenues	45,044	143,155
Accrued compensated absences	474,500	10,933
<b>Total Adjustments</b>	<b>251,285</b>	<b>165,152</b>
<b>Net cash provided (used) by operating activities</b>	<b>\$ 323,525</b>	<b>\$ 98,143</b>
<b>Non-cash capital and related financing activities:</b>		
Acquisition of capital assets in accounts payable	\$ 2,599,483	\$ 2,599,483
Accrued interest on CEC and CalTrans loans	<b>\$ 17,926</b>	<b>\$ 35,852</b>

MONTEREY PENINSULA AIRPORT DISTRICT  
FINANCIAL STATEMENTS UNAUDITED

	FY 2024 August ACTUAL	FY 2024 YEAR-TO-DATE ACTUAL
<b>SOURCES AND USES OF CASH -- OPERATIONS</b>		
<b>SOURCES OF CASH:</b>		
CASH RECEIVED - OPERATING REVENUE	\$ 1,263,052	\$ 2,315,468
CASH RECEIVED - INTEREST INCOME	65,863	133,403
CASH RECEIVED	<u>1,328,916</u>	<u>2,448,870</u>
<b>USES OF CASH -- OPERATIONS:</b>		
CASH (DISBURSED) - OPERATING EXPENSE	(716,364)	(1,433,579)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(17,926)	(35,852)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	<u>(4,442)</u>	<u>(8,883)</u>
CASH (DISBURSED)	<u>(738,732)</u>	<u>(1,478,314)</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>590,184</u>	<u>970,556</u>
<b>USES OF CASH -- CAPITAL PROGRAM:</b>		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(3,469,622)	(4,671,410)
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	<u>891,942</u>	<u>954,956</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>(2,577,681)</u>	<u>(3,716,455)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ (1,987,497)</u>	<u>\$ (2,745,899)</u>

**FISCAL YEAR 2023**  
**FINANCIAL STATEMENTS UNAUDITED**  
**Construction-In-Progress**  
**August 31, 2023**

Project Number/AIP #	Project Name	Balance at 30-Jun-23	FYTD Additions	FYTD Placed in Service	Balance at August 31, 2023	Total Project Budget	Percentage Physically Complete
<b>CFC Funded:</b>							
2019-03	Water Distribution System	937,761.07	\$8,178		\$ 945,939	\$2,828,058	33%
<b>PFC Funded:</b>							
2020-04	CCTV and Perimeter Camera System	109,401.02	-	(109,401.02)	-	200,000	100%
<b>FAA Funded:</b>							
2020-12/AIP 73	Northside GA Apron Construction	9,253,249	-	(9,253,249.32)	-	11,000,000	100%
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	3,151,276	-	(3,151,275.77)	-	3,350,000	100%
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF D & C	5,279,526	3,010,750		8,290,276	11,209,740	74%
2023-01	SEP Phase D1 - Terminal Design	195,858	619,818		815,676	3,775,000	22%
<b>District Only Funded:</b>							
2020-14	Northwest Building Abatement	203,879	-		203,879	350,000	58%
2022-03	Vehicle Replacement	73,396	-	(73,396)	-	80,000	100%
2023-03	Commercial Apron	-	83,334		83,334	44,707,180	0%
2023-04	2801 Property Repairs	40,871	-		40,871	350,000	12%
2023-05	Fred Kane to Skypark Paving	31,661	5,637		37,298	250,000	15%
2023-06	Airfield Vehicle Gates - \$100K	45,236	-	(45,236)	-	100,000	100%
2023-07	Terminal Building Painting	160,000	-	(160,000)	-	160,000	100%
2023-07	West Hold Room Passenger flow upgrades	69,210	58,004	(127,213.91)	-	165,000	100%
2023-08	SE Hangar Relocation - \$7M	5,309,298	885,690		6,194,987	7,000,000	88%
		<b>\$ 24,860,622</b>	<b>\$ 4,671,410</b>	<b>\$ (12,919,772)</b>	<b>\$ 16,612,260</b>	<b>\$ 85,524,978</b>	

**FISCAL YEAR 2023**  
**Airport Capital Improvements / Capital Expenditures**  
**FINANCIAL STATEMENTS UNAUDITED**  
**August 31, 2023**

**Airport Improvement Programs**

District Expenditures	
AIP -- FAA Funded Expenditures	
AIP -- PFC Funded Expenditures	
AIP -- CFC Funded Expenditures	
<b>Total Capital Improvement Expenditures</b>	

Actual FY 2024 Current Period	
<b>\$ 1,141,193.75</b>	33%
2,106,165.00	61%
219,141.14	6%
3,122.50	0%
<b>\$ 3,469,622.39</b>	<b>100%</b>

Actual FY 2024 Year-To-Date	
<b>\$ 1,652,482.43</b>	35%
2,729,545.00	58%
283,363.27	6%
6,019.74	0%
<b>\$ 4,671,410.44</b>	<b>100%</b>

**FY 2024 District Capital Expenses/Budget:**

	<u>August 2023</u>	<u>Budget</u>	<u>Actual FYTD</u>	<u>Budget FYTD</u>
<b>CFC Funded:</b>				
2019-03 Water Distribution System	\$ 5,281.15	898,155.00	\$ 8,178.39	\$ 1,796,310.00
<b>FAA/PFC Funded:</b>				
2022-01 SEP Phase B1/B2/B3-ARFF Design	2,323,147.49	1,414,342.00	3,010,749.62	2,828,683.00
2023-01 SEP Phase D1 Terminal Design	609,153.07	272,428.00	619,818.07	544,856.00
2023-03 Commercial Apron Construction		115,000.00	-	230,000.00
2024-01 Terminal Design (BIL ATP)		262,500.00		525,000.00
<b>District Funded:</b>				
2020-14 Northwest Building Abatement		40,000.00	-	40,000.00
2023-03 Commercial Apron Construction <sup>1</sup>	83,333.86	-	83,333.86	-
2023-04 2801 Property Repairs		80,000.00	-	80,000.00
2023-05 Fred Kane to Skypark Pavement Improvements	5,637.00	-	5,637.00	-
2023-07 West Hold Room Passenger Flow Upgrades		-	58,004.00	-
2023-08 Southeast Hangar Relocation	443,069.75	442,620.00	885,689.50	885,240.00
2024-02 Vehicle Replacement		-		55,000.00
2024-03 Airfield and Property Maintenance		75,000.00		150,000.00
2024-04 Terminal Area Improvements		5,000.00		55,000.00
	<b>\$ 3,469,622.32</b>	<b>\$ 3,605,045.00</b>	<b>\$ 4,671,410.44</b>	<b>\$ 7,190,089.00</b>

<sup>1</sup>Funds advanced by District as authorized by Resolution #1833.



**FISCAL YEAR 2023**  
**FINANCIAL STATEMENTS UNAUDITED**  
**Reimbursements of Construction-In-Progress**  
**Aug. 31, 2023**

<b>Project Number/AIP #</b>	<b>Project Name</b>	<b>FAA</b>	<b>PFC</b>	<b>CFC</b>	<b>Totals</b>
<b>Jul 2023 Reimbursements</b>					
<b>CFC Funded:</b>					
2019-03	Water Distribution System			\$ 10,513	\$ 10,513
<b>FAA/PFC Funded:</b>					
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	52,501			52,501
		<u>52,501</u>	-	10,513	<u>63,014</u>
<b>Aug 2023 Reimbursements</b>					
<b>CFC Funded:</b>					
2019-03	Water Distribution System			3,123	3,123
<b>FAA/PFC Funded:</b>					
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	888,819			888,819
		<u>888,819</u>	-	<u>3,123</u>	<u>891,942</u>
	<b>FYTD Totals</b>	<b>\$941,320</b>	<b>\$0</b>	<b>\$13,636</b>	<b>\$954,956</b>

**FISCAL YEAR 2023**  
Schedule Of Cash and Investments  
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Purchase Date	Maturity Date	Value At Aug. 31, 2023	Yield/ Interest Rate
<b>UNRESTRICTED:</b>					
<b>U.S. Treasury Bills - MPAD (JP Morgan custodian):</b>					
U.S. Treasury Bill - \$3,500,000 - 1 Month	3,500,000.00	08/08/23	09/05/23	3,486,461.56	5.26%
U.S. Treasury Bill - \$1,000,000 - 3 Month	1,000,000.00	06/21/23	09/21/23	987,912.22	5.06%
U.S. Treasury Bill - \$3,800,000 - 2 Month	3,413,000.00	08/29/23	09/26/23	3,399,280.99	5.28%
U.S. Treasury Bill - \$3,400,000 - 4 Month	4,000,000.00	08/31/23	09/26/23	3,985,057.22	5.28%
U.S. Treasury Bill - \$2,000,000 - 3 Month	2,000,000.00	07/05/23	10/05/23	1,974,178.75	4.95%
	<u>13,913,000.00</u>			<u>13,832,890.74</u>	
<b>Pooled Money Investment Account - MPAD</b>					
State of California - Local Agency Investment Fund		Various	Various	<u>65,462.67</u>	2.07%
<b>Money Market Account - MPAD</b>					
JP Morgan Chase - District Reserve - Money Market Account				<u>2,131.57</u>	0.01%
<b>Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD</b>					
American Express NATL BK		04/13/22	04/15/24	200,000.00	2.25%
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	250,000.00	2.60%
Goldman Sachs Bk USA New York CTF DEP ACT/365		04/13/22	04/15/25	200,000.00	2.25%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365		06/28/22	07/08/24	250,000.00	3.30%
				<u>900,000.00</u>	
Cash And Cash Equivalents		Various	Various	<u>4,091.10</u>	Variable
				<u>904,091.10</u>	
<b>General Accounts - MPAD</b>					
JP Morgan Chase - various checking accounts				<u>2,263,574.71</u>	
				17,068,150.79	
				(7,835.16)	
				<u>(23,637.50)</u>	
				<b><u>\$ 17,036,678.13</u></b>	
				<b><u>\$ 2,269,797.38</u></b>	
				<b><u>14,766,880.75</u></b>	
				<b><u>\$ 17,036,678.13</u></b>	

**FISCAL YEAR 2023**  
Schedule Of Cash and Investments  
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Purchase Date	Maturity Date	Value At Aug. 31, 2023	Yield/ Interest Rate
<b>RESTRICTED:</b>					
<b>Tenant's Security Deposits - RESTRICTED:</b>					
<b>U.S. Treasury Bills - MPAD (JP Morgan custodian):</b>					
U.S. Treasury Bill - \$400,000 - 3 Months	400,000.00	08/09/23	11/02/23	<u>\$ 395,114.39</u>	5.31%
<b>Passenger Facility Charges (PFCs) - RESTRICTED:</b>					
JP Morgan Chase - Passenger Facility Charges (PFCs)				<u>\$ 1,643,256.27</u>	0.01%
<b>Royal Alliance - Certificates of Deposits and Cash Equivalents:</b>					
American Express NATL BK		04/13/22	04/15/24	100,000.00	2.60%
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	100,000.00	3.15%
Goldman Sachs Bk USA New York CTF DEP ACT/365		04/13/22	04/15/24	100,000.00	2.25%
Cash and Cash Equivalents		Various	Various	1,361.09	Variable
				<u>301,361.09</u>	
				<u>\$ 1,944,617.36</u>	
<b>Customer Facility Charges (CFCs) - RESTRICTED:</b>					
JP Morgan Chase - Customer Facility Charges (CFCs)				<u>\$ 1,032,475.66</u>	0.01%
<b>Tenant's Security Deposits - RESTRICTED:</b>					
JP Morgan Chase - Money Market Account				<u>\$ 75,223.02</u>	0.01%
<b>Airport Improvement Program - RESTRICTED:</b>					
JP Morgan Chase - AIP Checking Account				<u>\$ 5,000.00</u>	
<b>CalTrans Annual Debt Service - RESTRICTED:</b>					
				<u>\$ 333,918.73</u>	
				3,786,349.16	
				<u>(9,611.00)</u>	
				<u>\$ 3,776,738.16</u>	
				\$ 3,091,234.77	
				685,503.39	
				<u>\$ 3,776,738.16</u>	



# MONTEREY FIRE DEPARTMENT

## Report to Airport Board of Directors

September 2023

### 1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 24 incidents during the month as follows:

- MPAD property – 7
- City of Monterey – 12
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 5

### 2. Training

Personnel completed a total of 16.0 hours of Airport related training during the month.

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

- Awareness (familiar with operations at the Airport): 76
- Operational (qualified to work at Airport, but live fire training not current): 34
- Technician (fully qualified to be the designated ARFF fire engineer): 12

### 3. Other

- We continue to work in preparation for the move to take place in October. After the opportunity to see the station at the ribbon cutting, we have been able to coordinate with the construction management team to finalize our communications and IT infrastructure needs. The old station is being packed up so items can be moved to the new station. Our training props will be removed during the first week in October.

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

Alarm Date / Time	Response Time	Location	Incident Type
9/4/2023 12:13 PM	0:04:39	200 Fred Kane DR	Assist police or other governmental agency
9/6/2023 1:27 PM	0:00:00	150 OLMSTED	Aircraft standby
9/13/2023 1:02 PM	0:02:55	200 Fred Kane DR	Smoke detector activation due to malfunction
9/15/2023 9:30 AM	0:00:04	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
9/15/2023 1:18 PM	0:00:00	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
9/20/2023 3:20 AM	0:03:33	200 Fred Kane DR	EMS call, party transported by non-fire agency
9/26/2023 2:49 PM	0:00:00	150 Olmsted WAY	EMS call, party transported by non-fire agency

**TO:** Michael La Pier, Executive Director  
**FROM:** Operations Department  
**DATE:** October 11, 2023  
**SUBJ:** Operations Report

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The following is a summary of activity of general Airport Operations for September 2023 and planned airline activities for October 2023.

- 1 The following reports are attached:
  - September 2023 Noise Comment Report
  - Operating and Expense Reports for the Taxi (through September 2023) and TNC ground transportation systems (through August 2023)
  - Commercial Flight Cancellations & Delays Report for September 2023
  - Commercial Flight Schedule for October 2023

- 2 Below is the summary of scheduled airline activity for October 2023:

Alaska Air operated by SkyWest.

- Continues to use the Embraer (EMB) 175 aircraft to SAN once a day and SEA once a day excluding Saturdays.
- Scheduled to operate a monthly total of 116 flights (Arrivals and Departures)

Allegiant Air

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

United operated by SkyWest.

- SFO flies once a day using the E175. LAX continues 2 flights a day using the CRJ 700/ E175. DEN continues twice a day with the E175.
- Scheduled to operate a monthly total of 310 flights (Arrivals and Departures)

American Eagle operated by Mesa / Envoy.

- PHX operates three daily flights using CRJ700 aircraft.
- DFW continues with two daily flights using the A319 aircraft.
- Scheduled to operate a monthly total of 300 flights (Arrivals and Departures)

Cumulatively speaking, flights have decreased by 2 (744 vs. 746) compared to October 2022, a decrease of less than 1%. The number of available seats has increased by approximately 24% (61,928 vs. 49,548).

**MRY AIRPORT NOISE COMMENT LOG  
SEPTEMBER 2023**

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes
<b>AIR OPERATIONS CENTERED AT MONTEREY AIRPORT</b>									
1	Jed Parker	Del Rey Oaks	9/3/2023	3:47PM	C182	Pattern		Reminded Mr. Parker of our correspondence with the flight school but informed him that the aircraft in the pattern at the time was not associated with the flight school and that it departed the pattern after 4 passes per the noise abatement recommendations.	
2	Cheryl Parker	Del Rey Oaks	9/6/2023	6:00Pm	n/a	pattern		Acknowledged the complaint.	
3	Jed Parker	Del Rey Oaks	9/8/2023	11:07 AM	nN172AR	pattern		Acknowledged the complaint. Tower notified to send aircraft further South	
4	Rick Thau	Carmel Valley	9/7/2023 9/8/2023	6:00 AM?	Unk	Unk		Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable	
5	KC	Monterey	9/7/2023 9/8/2023	Various	Unk	Unk		Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable	

6	Cindy Reskovic	Carmel Valley	9/8/2023	5:30PM	Unk	Unk	We NEVER have planes fly over Tierra Grande in Mid-Valley. From 5:30pm and so far it's been on-going and it's now 6:13 we've have four commercial jets fly VERY low over this area. What's going on? Why are they flying so low? My dishes were jumping. Is this a new route? It sucks.	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable	
7	Eugene Neiman	Monterey	9/10/2023	10:57AM	EA-18G	West	Extremely low, loud jet overflew the house. The noise was frightening! Why can't you route these planes over Pebble Beach? (answer: Monterey Peninsula aristocrats would complain).	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable.	Aircraft performing fly over of Indy race at Laguna Seca
8	Leslie Boni	Pebble Beach	9/11/2023	11:00AM	EA-18G	West	Large aircraft flying directly over house. I'm near the top of the ridge near Pebble Beach Shepherd's Knoll Condos. Thank you.	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable.	3 EA-18G unrestricted climb departure.
9	Marjorie Bullock	Monterey	Sept Various	"Day"	EA-18G?	Ukn	It feels like Monterey is being blitzed by many, many fly byes from military jets. I know the Airport has no control over this but really! It VERY LOUD and frightening to some of us residents and certainly our animals both wild and domestic	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable.	3 EA-18G unrestricted climb departure.
10	Virginia Courtney	Del Rey Oaks	Sept Various	11:00AM	EA-18G	West	More than one small jet taking off. Possible private or Military. Increased number with louder engines. Including more large jets taking off	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable.	

11	Jed Parker	Del Rey Oaks	9/16/2023	2:45PM	C172	Ukn	Hello, Small, loud, aircraft are taking off, doing an immediate low-elevation circle overhead, landing, and repeating. There are more than one, but N172AR in particular has cycled over four times in the last 15 minutes. Regards, Jed	BR	Acknowledged the complaint.
12	Douglas Philbrick	Pacific Grove	9/25/2023	12:10 AM	A319	10R APP	Flight number provided in comments. Also said submission form not working	MC	Advised it was a scheduled delayed flight that was heard and that the form is currently active.
13	Michael Weaver	Non Provided	9/24/2023	6:50 PM	A319	Unknown	6:50 PM large inbound plane on the flight path to MRA. Low and loud.	MC	The A319 flew the localizer approach into 28L which is the preferred straight in approach when conditions allow.
14	Martin Patterson	Monterey	9/28/2023	7:13PM	BE40	West	N731CM flew directly over central Del Monte beach creating a noise nuisance. My understanding is that northward take offs are not supposed to start their turn before crossing Hwy 1 to avoid noise.	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable.

**AIR OPERATIONS OF UNKNOWN ORIGIN**

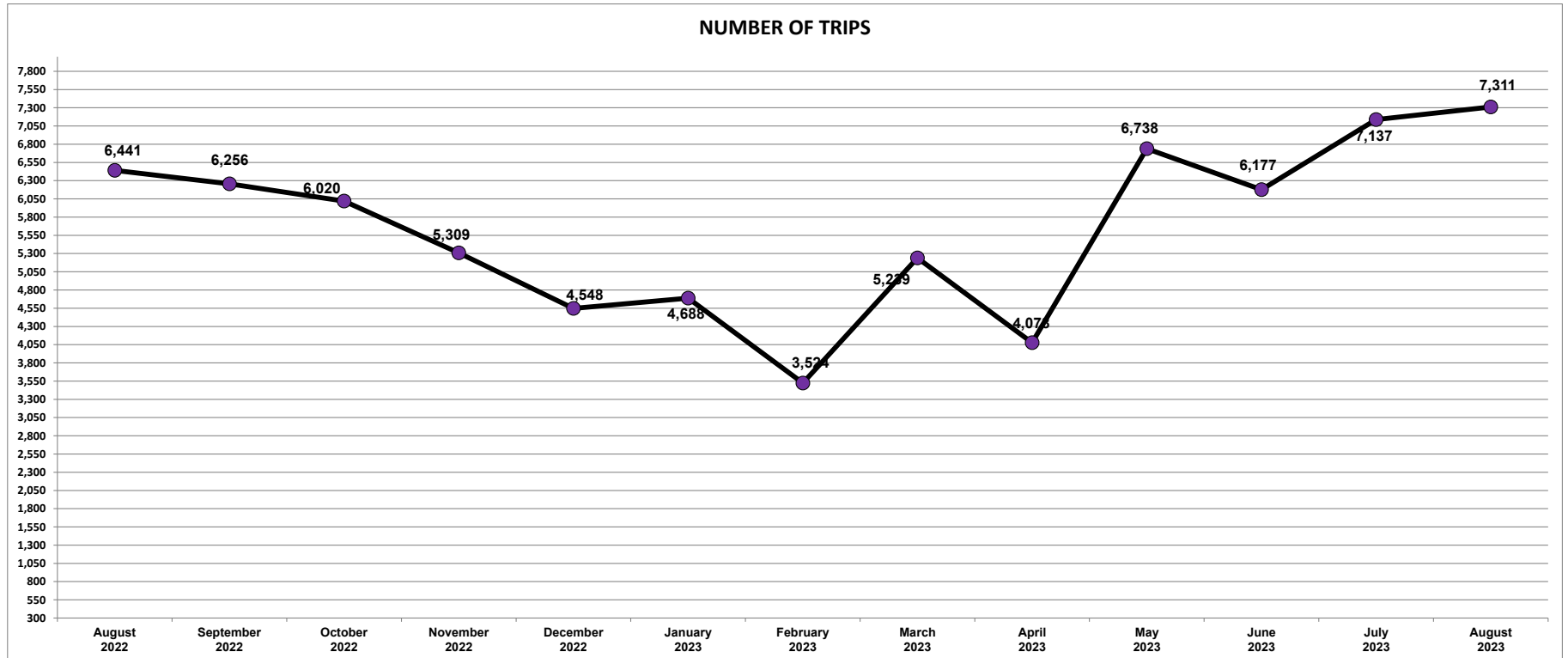
0									
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**MONTHLY TOTALS and COMPARISONS**

	Sep-23	Sep-22	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	14	6	133%		0
Number of Operations:	5,092	5,905	-14%		
			% Change		
Annual Total	79	51	55%		0



Transportation Network Companies (TNCs)



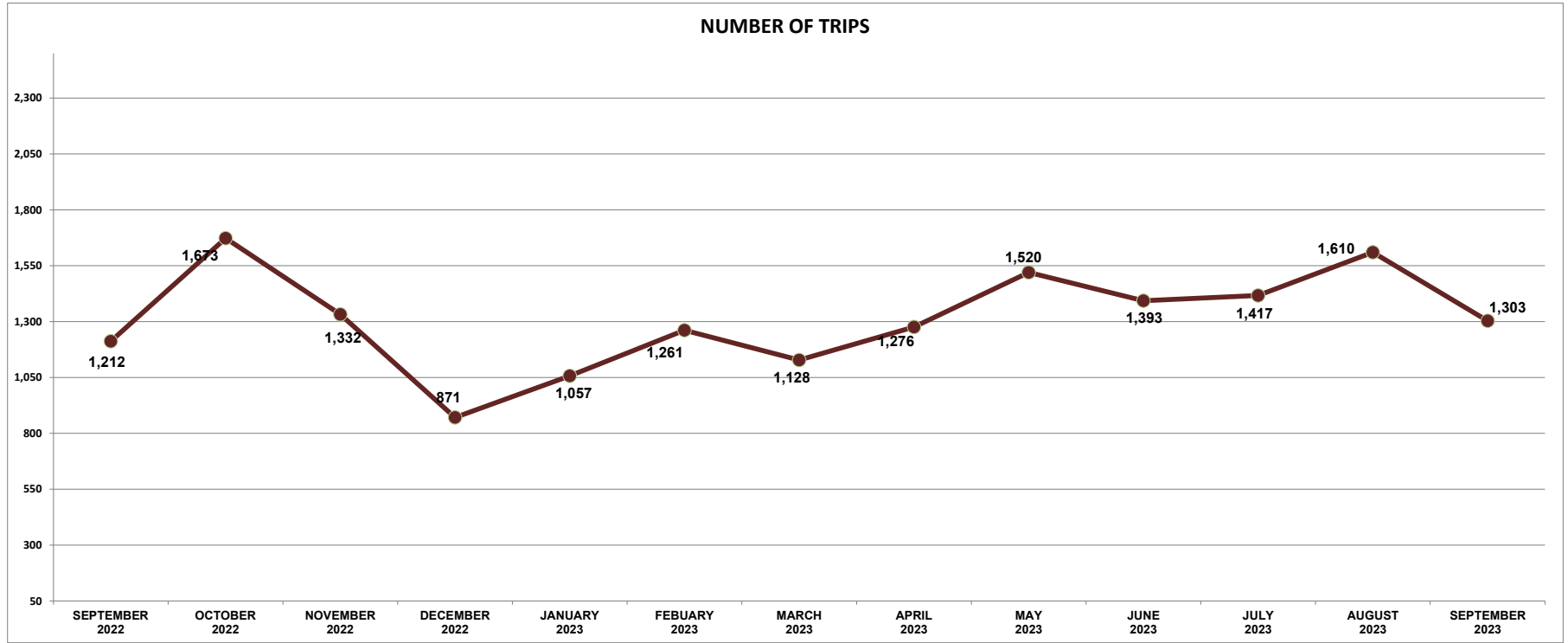
	2022 August	2022 September	2022 October	2022 November	2022 December	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August
NUMBER OF TRIPS	6,441	6,256	6,020	5,309	4,548	4,688	3,524	5,239	4,078	6,738	6,177	7,137	7,311
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 19,323	\$ 18,768	\$ 18,060	\$ 15,927	\$ 13,644	\$ 14,064	\$ 10,572	\$ 15,717	\$ 12,234	\$ 20,214	\$ 18,531	\$ 21,411	\$ 21,933
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 19,323	\$ 18,768	\$ 18,060	\$ 15,927	\$ 13,644	\$ 14,064	\$ 10,572	\$ 15,717	\$ 12,234	\$ 20,214	\$ 18,531	\$ 21,411	\$ 21,933

Cumulative 12-Month Operating Income: \$ 201,075

Fiscal Year To Date (July 2023 - June 2024) Operating Income: \$ 43,344

13-MONTH ROLLING COMPARISON

Taxis

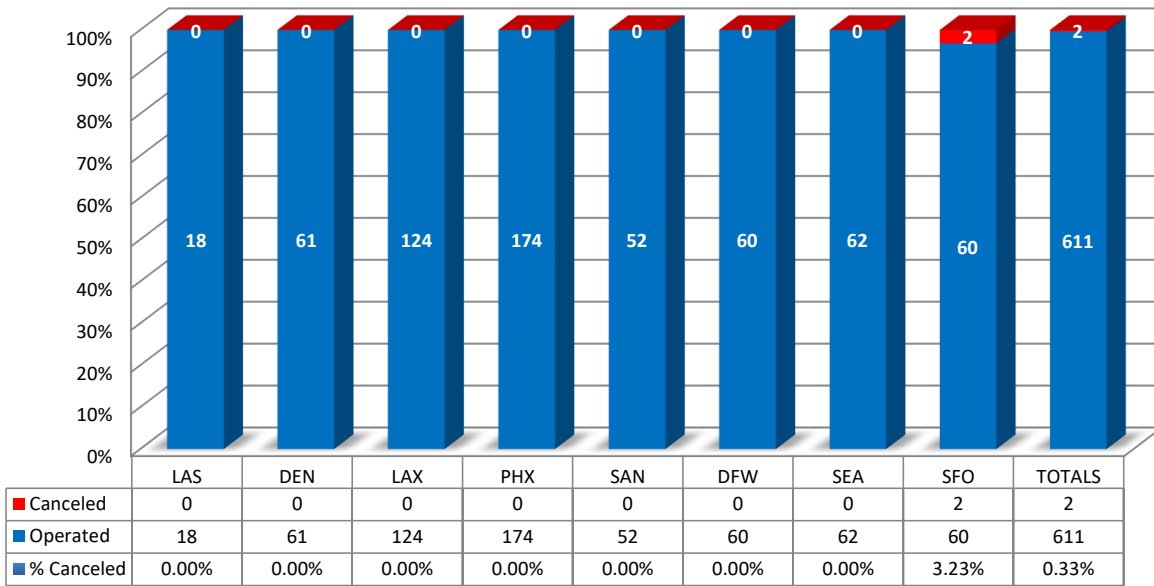


	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023
	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	SEPTEMBER
NUMBER OF TRIPS	1,212	1,673	1,332	871	1,057	1,261	1,128	1,276	1,520	1,393	1,417	1,610	1,303	1,303
PERMITS SOLD	1	0	0	0	1	1	1	0	0	12	14	0	1	1
TAXI TRIP FEES	\$ 3,636	\$ 5,019	\$ 3,996	\$ 2,613	\$ 3,171	\$ 3,783	\$ 3,384	\$ 3,828	\$ 4,560	\$ 4,179	\$ 4,251	\$ 4,830	\$ 3,909	\$ 3,909
TAXI PERMIT FEES	\$50	\$0	\$0	\$0	\$100	\$100	\$100	\$100	\$100	\$1,200	\$1,400	\$0	\$100	\$100
TAXI - TOTAL REVENUE	\$ 3,686	\$ 5,019	\$ 3,996	\$ 2,613	\$ 3,271	\$ 3,883	\$ 3,484	\$ 3,928	\$ 4,660	\$ 5,379	\$ 5,651	\$ 4,830	\$ 4,009	\$ 4,009
CURB MGMT CONTRACT														
OBD LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916
TAXI - TOTAL EXPENSE	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916	\$ 2,916
OPERATING INCOME / (LOSS)	\$ 1,603	\$ 2,936	\$ 1,913	\$ 530	\$ 1,188	\$ 1,800	\$ 1,401	\$ 1,012	\$ 1,744	\$ 2,463	\$ 2,735	\$ 1,914	\$ 1,093	\$ 1,093
FYTD 2024 (July 2023 - June 2024) OPERATING INCOME / (LOSS)														\$ 3,007
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)														\$ 20,729

\* February 1st swap to "OBD" system

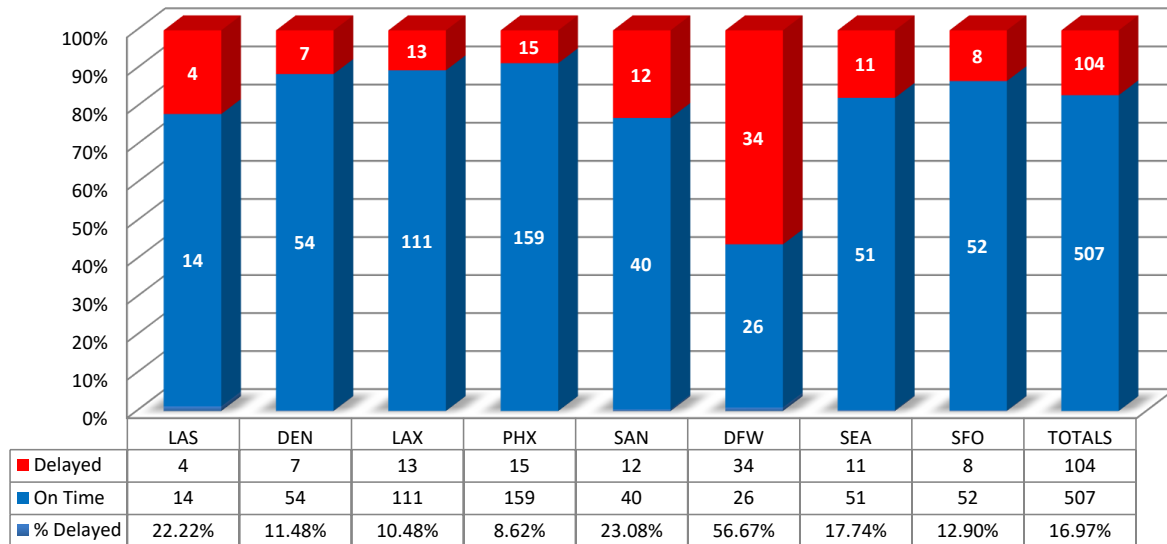
# SEPTEMBER 2022

## September Commercial Flights Operated vs. Canceled



**TOTAL CANCELATIONS:** 2

## September Commercial Flights On Time vs. Delayed



**TOTAL DELAYED FLIGHTS:** 104



# Monterey Regional Airport October 2023 Flight Schedule



		ARRIVALS				DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)	
CRJ700 (66)	LAX		5310	9:45 AM	DAILY	DFW		1835	5:15 AM	DAILY	A319 (128))	
CRJ700 (66)	PHX		3028	10:25 AM	DAILY	SFO		5515	6:45 AM	DAILY	EMB175 (76)	
A319 (128))	DFW		2879	11:50 AM	DAILY	PHX		4818	6:10AM 8:00AM	5-31 1-4	CRJ700 (66)	
A319 (128))	SFO		5479	12:05 PM	DAILY	LAX		5658	10:35 AM	DAILY	CRJ700 (66)	
EMB175 (76)	DEN		5438	1:30 PM	DAILY	PHX		3127	11:15 AM	DAILY	CRJ700 (66)	
A319 (156)	LAS		63	1:50PM	MON & FRI EX 2	DFW		2879	12:40 PM	DAILY EX 28	A319 (128)	
CRJ700 (66)	SAN		3319	3:05 PM	DAILY	DEN		5667	12:50 PM	DAILY	EMB175 (76)	
EMB175 (76)	PHX		3155	3:50 PM	DAILY	SAN		3473	2:25 PM	DAILY	EMB175 (76)	
EMB175 (76)	SEA		3319	4:25 PM	DAILY EX SAT	SFO		4729	2:25 PM	DAILY	EMB175 (76)	
A319 (156)	LAS		63	6:19 PM	2	LAS		64	2:42 PM	MON & FRI EX 2	A319 (156)	
EMB175 (76)	LAX		5336	7:45 PM	DAILY	SEA		3319	3:45 PM	DAILY EX SAT	EMB175 (76)	
CRJ700 (66)	PHX		3261	7:53PM 8:30PM	5-27, 29 1, 2, 4	PHX		3164	4:20 PM	DAILY EX 3, 28, 30, 31	CRJ700 (66)	
A319 (126)	DFW		1563	9:20pm	DAILY EXC 28	LAS		64	7:00 PM	2	A319 (156))	
EMB175 (76)	SFO		5405	11:30 PM	DAILY	LAX		5410	8:20 PM	DAILY	EMB175 (76)	

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

**TO:** Michael La Pier, Executive Director  
**FROM:** Chris Morello, Deputy Executive Director  
**DATE:** October 1, 2023  
**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 September 2023:

➤ **ARFF Construction**

- The contractor has continued to complete the interior installation of lighting, fixtures, and painting. The northeast ARFF facility is scheduled for completion at the end of September. The Fire personnel will move out of the southside facility and into the new facility between October 7 and October 15, 2023. Fire Personnel will begin working out of the new facility at the change of shift on the morning of October 18, 2023. Demolition of the southside facility is slated to begin on October 18, 2023.

➤ **Landside Parking and Road Pavement Improvements**

- The improvements began on September 5, 2023 and were completed by the end of September. The second coat of striping will be installed 30 days after the completion of the first coat and then the project will be closed out. The contractor did an excellent job at minimizing impacts to all of our passengers and tenants.

➤ **EMAS Bed Inspections**

- Runway Safe completed the inspections and field test strength analysis of both the RW28L and RW10R EMAS beds in August. In order to determine that installed EMAS systems have maintained designed arresting capability, a Field Strength Test (FST) is needed to measure the strength of cellular concrete blocks, which should fall within the tolerance bands developed for use with the FST machine. Below is a summary of the inspection activities that were completed:
  - A sample size of ten blocks was selected from each EMAS bed.
  - A random sampling method was utilized to identify sample locations.
  - A total of three punches were made on each block.
  - Resistive loads were measured in the field and then later analyzed by Runway Safe Engineers for strength correlation.
  - Core samples were taken for moisture content analysis.
  - The site supervisor walked the EMAS and observed the overall health of each bed.
- Summary of the RW28L EMAS bed results:
  - The collected strength data for the EMAS was analyzed and found to be at 27.4%, this indicates that the average strength of the blocks in the RW28L EMAS is within the acceptable limits.

- The moisture content data for the RW28L arrestor was determined to be 68%. This result shows that an acceptable amount of moisture is contained within the core EMAS material and that the seam sealant system is performing as designed in preventing excess moisture from entering the system.
  - Summary of the RW10R EMAS bed results:
    - The collected strength data for the EMAS was analyzed and found to be at 26.7%, this indicates that the average strength of the blocks in the RW10R EMAS is within the acceptable limits.
    - The moisture content data for the RW10R arrestor was determined to be 62%. This result shows that an acceptable amount of moisture is contained within the core EMAS material and that the seam sealant system is performing as designed in preventing excess moisture from entering the system.
  - Overall, it was noted that the beds appeared to be in excellent condition with very minor damage to the seam sealant system. It was further noted that the maintenance team does an excellent job at inspecting and maintaining the EMAS beds.

➤ **Southeast Hangar Relocation**

- All of the Airport southeast hangar tenants were notified of the tentative timeframe for moving on September 11, 2023 via email and asked to confirm their intent to relocate or to vacate. Nineteen existing tenants have opted move to the Northeast Ramp location. They were also informed that once we had received notification from all of the tenants, a lottery would be conducted to assign the new hangar spaces.
- On September 29, 2023 the tenants that have opted to relocate were provided a letter that outlined the timeframe for relocation as follows: (The confirmed move out of the southeast hangars and move to the northeast hangar location window will begin on October 30, 2023 with the final day for relocation on November 26, 2023).
- A new hangar lease agreement was included in this correspondence that provided their assigned hangar space and the rental rate that will take effect December 1, 2023. They were asked to execute the lease agreement by October 15, 2023.
- There are 19 existing tenants that will be moving and there are 24 box hangars available. The tenants were provided the option to choose to relocate to one of these available open hangars and that they will be assigned on a first come, first served basis.
- The tenants were also advised to expect contact from both the badging office to reassign their access to the new location and the finance office to update their information and approval for the new hangar rate.
- Lastly, the letter provided dimensions for the hangars and includes exhibits that provided the hangar specifics, location on the ramp, and overall numbering sequence for all of the airport owned hangars.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	9/30/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<b><u>ACTIVE FEDERALLY-FUNDED PROJECTS:</u></b>											
1	2022-01	79	18-22-C-00-MRY	\$11,209,740	\$5,279,526	\$2,987,190	\$8,266,716	97%	<b>SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access</b>	Mill Construction and Mar Jang Architects have completed the footprint design based on AIP eligibility and the site positioning. The AIP grant was executed on September 22, 2022. The contract for construction was approved at the September 2022 BOD meeting.	Construction is scheduled to be completed in September 2023. The fire personnel will move from the southside location to the northeast location between October 7 and October 15, 2023. The southside location demolition will begin on October 18, 2023.
2	2023-01	TBD	18-22-C-00-MRY	\$3,664,550	\$195,858	\$619,818	\$815,676	5%	<b>SEP Phase D1 Terminal Design</b>	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities.	MRY is still awaiting the BIL entitlement grant that will fund 47% of the HOK design and 100% of KHA and PFM contracts. FAA has indicated that we will receive that grant agreement in the first quarter of FY2024.
3	2024-01	81	18-22-C-00-MRY	\$3,157,895	\$0	\$0	\$0	5%	<b>SEP Phase D1 Terminal Design</b>	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities.	The BIL ATP grant application was executed on September 13, 2023 which will fund 53% of the HOK design services.
4	2023-02	TBD	18-22-C-00-MRY	\$2,170,000	\$0	\$0	\$0	0%	<b>RUNWAY 28L-10R TREATMENT</b>		No work has started at this time.
5	2023-03	80	18-22-C-00-MRY	\$44,707,180	\$0	\$86,334	\$86,334	0%	<b>SEP Phase B2 Commercial Apron Construction</b>	The low bid contract of \$41,046,883.83 by Graniterock Vanguard JV was approved at the June 21st board meeting.	The Phase 1 grant was executed on September 13, 2023. A Notice to Proceed was provided on 9/22/2023 to Kimley Horn and C&S Engineers for the project management and inspections services. An initial project meeting is scheduled for 9/27/2023 with Graniterock Construction to discuss project schedule. It is anticipated that the project mobilization will begin on or about 11/15/2023.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	9/30/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<b><u>OUTSIDE FUNDED PROJECTS:</u></b>											
8	2019-03	N/A	N/A	\$2,828,058	\$937,761	\$10,992	\$948,753	45%	<b>WATER DISTRIBUTION SYSTEM</b>	A presentation was provided at the April 27, 2023 board meeting. The MND was certified and the project was approved by the BOD on 9/20/2023. KHA completed the water distribution route and project design specifications	After CEQA MND Certification, the project bid notification was provided to contractors. A contract award, based on bids, will be presented to the BOD at the October, 24, 2023 meeting.
9	2023-08	N/A	N/A	\$7,100,000	\$5,309,298	\$1,328,609	\$6,637,907	80%	<b>SOUTHEAST HANGAR PURCHASE</b>	A purchase agreement with Monterey Fuel Company was approved at the January meeting.	A construction permit for full construction was provided to Avila Construction in May 2023. MFC have committed to a completion of the project for mid-to-late October 2023.
<b><u>DISTRICT ONLY FUNDED PROJECTS</u></b>											
11	2020-14	N/A	N/A	\$350,000	\$203,879	\$0	\$203,879	0%	<b>NORTHWEST BUILDING ABATEMENT</b>		Staff are evaluating building 1105 Airport Way.
12	2024-02	N/A	N/A	\$100,000	\$0	\$0	\$0	100%	<b>VEHICLE REPLACEMENT</b>		
13	2023-04	N/A	N/A	\$440,000	\$40,871	\$0	\$40,871	5%	<b>2801 PROPERTY REPAIRS</b>	A bid award to Coastal Paving was approved at the July board meeting and contract execution is in process.	Coastal Paving completed the paving and first coat of striping in September of 2023. The 2nd coat of striping will be completed 30 days after the first coat. The project will be completed by 10/31/2023.
14	2023-05	N/A	N/A	\$350,000	\$31,661	\$5,637	\$37,298	5%	<b>FRED KANE-SKYPARK PAVEMENT IMPROVEMENTS</b>		Same as 2023-04 above.



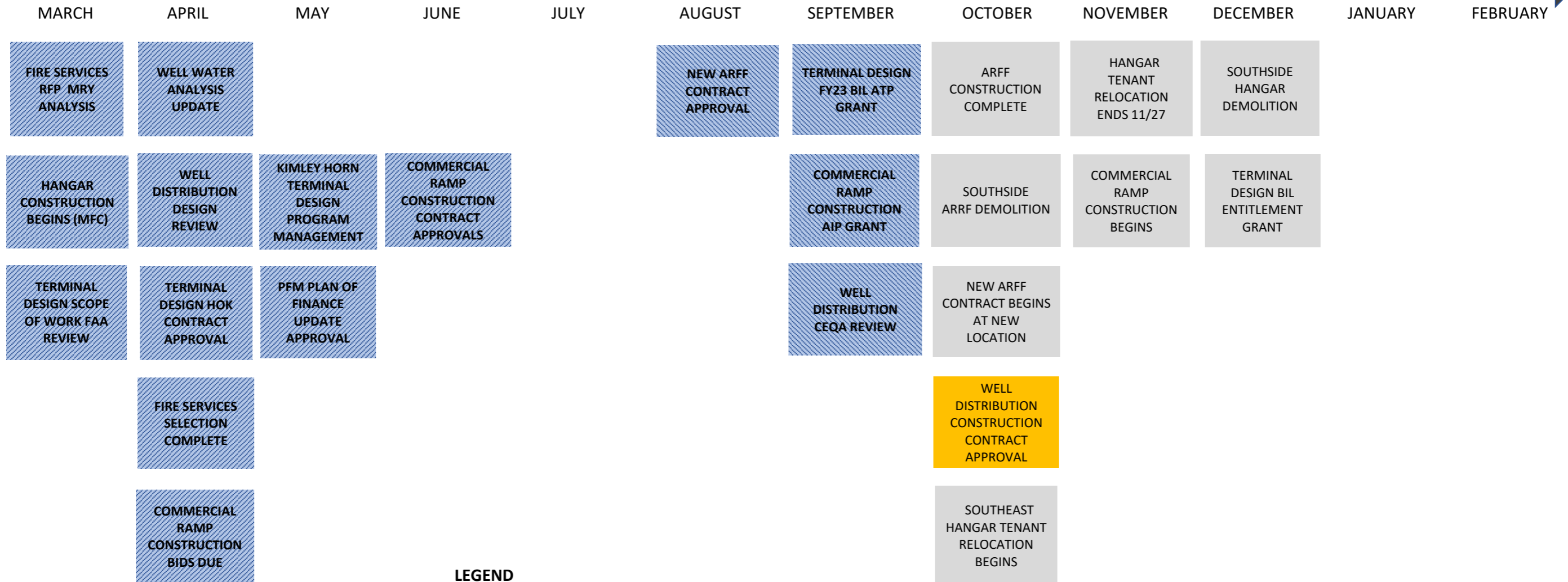
FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	9/30/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
15	2024-03	N/A	N/A	\$225,000		\$64,000	\$64,000	33%	<b>AIRFIELD AND PROPERTY MAINTENANCE</b>	A contract for the EMAS Bed inspection was approved by the Board at the August 2023 meeting .	Runway Safe completed the inspection and testing in August 2023. A report is provided in the planning department cover report.
16	2024-04	N/A	N/A	\$55,000		\$20,475	\$20,475	0%	<b>TERMINAL AREA IMPROVEMENTS</b>	A contract for the Gate 1 Courtyard wall height increase was approved at the 9/20/2023 meeting.	Staff have provided a notice to proceed to Coast Counties Glass. Installation should commence in October of 2023.



# SAFETY ENHANCEMENT PROGRAM (SEP)

2023

2024



AIP Airport Improvement Program  
 ARFF Aircraft Rescue and Fire Fighting  
 ATP Airport Terminals Program

BIL Bipartisan Infrastructure Law  
 FAA Federal Aviation Administration

MFC Monterey Fuel Company  
 MRY Airport Staff

**LEGEND**

Action Items Board of Directors

Action Item - All

Item Completed

TERMINAL DESIGN AND PLAN OF FINANCE MODIFICATIONS BASED ON DESIGN WILL START

INTERNAL VISIONING

EXTERNAL VISIONING

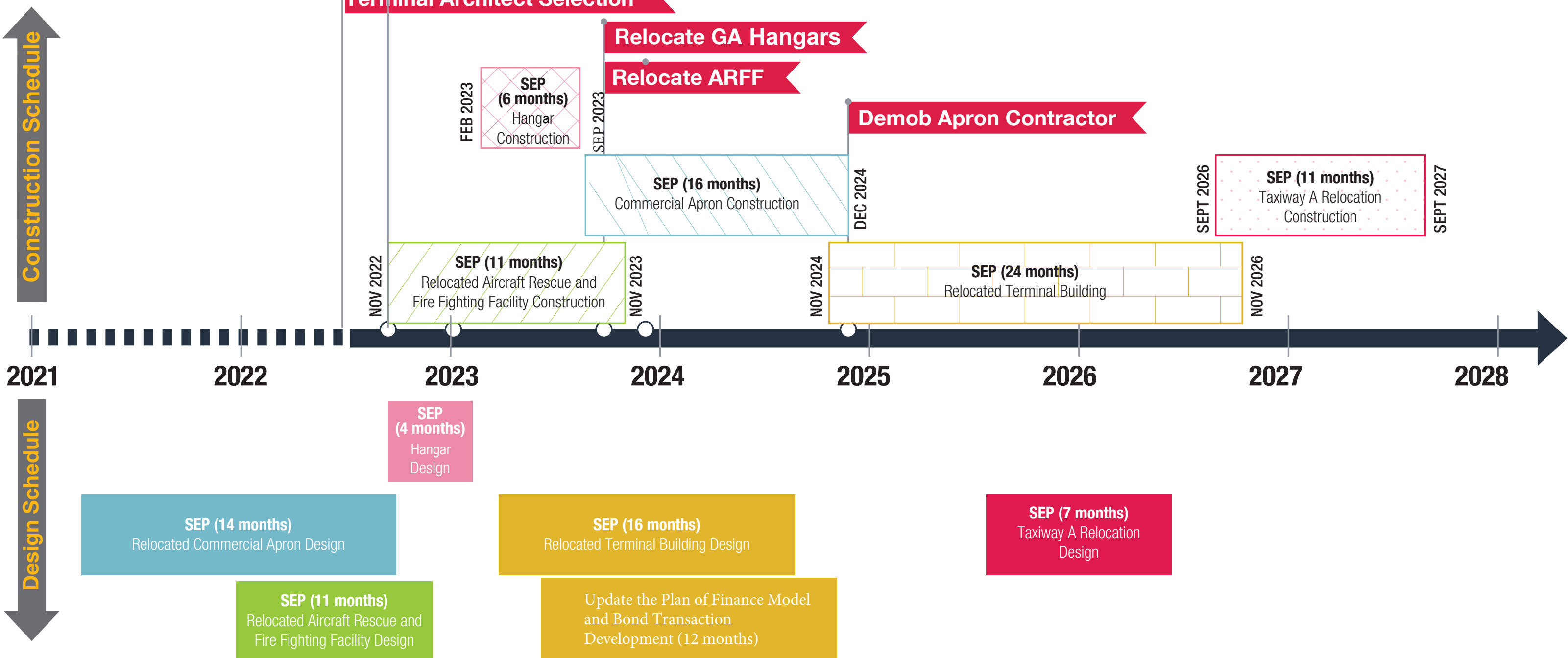
SCHEMATIC DESIGN DEVELOPMENT

DESIGN DEVELOPMENT



# SAFETY ENHANCEMENT PROGRAM (SEP) 10,000 FOOT VIEW (2021-2028)

Critical Milestones





# POLICE

## DEL REY OAKS

# MONTHLY POLICE ACTIVITY REPORT

## September 2023

**TO:** Michael La Pier, Executive Director  
**FROM:** Commander Roger Guzman  
**DATE:** October 3, 2023  
**SUBJECT:** Police Activity Report for September 2023

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The following is a summary of significant activity in the Police Department in September, 2023:

### Highlights

Del Rey Oaks Police Officers responded to approx 4 **door and gate alarms** in September.

### Training

Officer Dowson provided updated training regarding MRY OPS. Commander Guzman, Officer Dowson, and Mark Curtis meet weekly regarding MRY/DROPD operations.

### Calls for Service

1. 09/15/23 1:18 PM Ofcr Bough  
Terminal: Medical  
Officer Bough responded to medical. Male passenger had seizure and flight returned.  
AMR transported to CHOMP
2. 09/22/2023 7:30 AM Ofcr Anderson  
AOA: Loose Animal  
Dog was on the AOA and officers along with MRY folks attempted to locate him and were finally successful
3. 09/25/23 1:00 AM Ofcr J Guzman  
Terminal: Car Rental  
J Gomez observed car rental closed and multiple passengers were very upset with late Dallas flight arrival and no car rental service. Gomez kept the peace
4. 09/27/23 3:45 PM Ofcr J Andoy  
MRY/ Terminal: Lost Phone  
Lost iPhone located and returned to owner by officer Andoy

END OF REPORT.