

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

**August 16, 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](https://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. <a href="#"><u>Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of July 14, 2023</u></a>  |
| Approve | 2. <a href="#"><u>Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of July 19, 2023</u></a>  |
| Approve | 3. <a href="#"><u>Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of August 7, 2023</u></a> |

- Approve 4. [Minutes of the Airport Property Development & Leases Committee Meeting of August 9, 2023](#)
- Approve 5. [Minutes of the Air Carrier Service - Marketing - Community Relations Committee Meeting of August 9, 2023](#)
- Approve 6. [Proclamation in Recognition of Hagerty and Broad Arrow Group for their Motorlux Monterey Car Week Kickoff Event and Monterey Jet Center Auction](#)

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

#### **G. REGULAR AGENDA - ACTION ITEMS**

- Adopt 1. [Adopt Resolution No. 1853, A Resolution of Intent of the Monterey Peninsula Airport District to Approve a Memorandum of Understanding between City of Monterey and Monterey Peninsula Airport District Related to the Detachment of Certain Airport Properties from the City of Monterey](#)
- Adopt 2. [Adopt Resolution No. 1854, A Resolution of Intent of the Monterey Peninsula Airport District to Approve Agreement to Provide Fire Services between the City of Monterey and the Monterey Peninsula Airport District](#)
- Adopt 3. [Adopt Resolution No. 1855. A Resolution Approving A Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District](#)
- Adopt 4. [Adopt Resolution No. 1856, A Resolution Authorizing and Approving the Service Agreement between the Monterey Peninsula Airport District and Runway Safe](#)
- Discuss 5. Del Rey Oaks (DRO) Police Services Agreement FY24 Cost of Service and Method of Determining Cost
- Discuss 6. Roll and Function of the Local Jurisdiction Liaison Ad Hoc Committee
- Direction 7. [Remote Participation at Board Meetings by Members of the Public](#)
- Discuss 8. Emergency Procedures and Preparedness

#### **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            |
| 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 Sawney & 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. **POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(2), the board will meet with the Executive Director and General Counsel related to potential exposure to litigation: one case.
2. **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.

**J. RECONVENE TO OPEN SESSION**

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

**L. DISCUSSION OF FUTURE AGENDAS**

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

**M. ADJOURNMENT**

**AGENDA DEADLINE**

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

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

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

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

July 14, 2023 – 9:00 AM

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

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the 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 9:06 AM. Directors Pick, Leffel and Miller were in attendance. The following staff were present: Deputy Executive Director Morello, District Counsel Huber, and Acting Board Secretary Adams. District Counsel Huber attended by video conference.*

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

*Chair Miller led the Pledge of Allegiance.*

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

*Director Leffel announced the CA Special District Association Conference being held in Monterey, CA on August 28 – 31, 2023 has very good sessions planned. She encouraged Directors to attend. Chair Sawhney asked that approval for both she and the newly appointed Board Member to attend the conference be added to the next Regular Meeting consent agenda.*

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

Appoint      1. Appoint and Seat Director Leffel as Chair Pro Tem

*No Public Comment.*

*Director Pick moved to appoint and seat Director Leffel as Chair Pro Tem. Director Miller seconded. The motion passed unanimously by a roll call vote of 4-0.*



- Action            2. Interview and Consider Candidates for a Vacancy on the Monterey Peninsula Airport District Board of Directors in Division 2 for an Unexpired Term Ending December 2024

*The following applicants were interviewed:*

1. Joy Anderson
2. John Gaglioti

*Each applicant was given an opportunity to give the board an overview of their background and qualifications. Each candidate answered questions from board members. Both voluntarily only attended the meeting during their scheduled interview, with Joy Anderson first and John Gaglioti second.*

*No Public Comment.*

*Directors discussed the candidates and remarked on having two very well-qualified choices.*

*Director Miller moved to appoint John Gaglioti as the candidate to fill a vacancy on the Monterey Peninsula Airport District Board of Directors in Division 2 for an Unexpired Term Ending December 2024. Director Leffel seconded. The motion passed unanimously by a roll call vote of 4-0.*

**E. ADJOURNMENT**

*The meeting adjourned at 9:56 AM.*

*Approved at the  
Meeting of August 16, 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

July 19, 2023 - 9:00 AM

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

**AND**

**Alternate Location  
113 Briggs Road  
Friday Harbor, WA 98250**

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 9:03 AM. Directors Pick, Leffel, and Miller were in attendance. Director Pick participated utilizing the Zoom video conference from the Alternate Location posted on the agenda. The following staff were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Adams, Deputy Executive Director Morello, and Controller Wilson.*

## **B. PLEDGE OF ALLEGIANCE**

*Executive Director La Pier led the Pledge of Allegiance.*

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

*Director Leffel announced that TAMC (Transportation Agency for Monterey County) is holding an Open House at WeatherTech Raceway in the Hospitality Suite regarding the Scenic Route 68 Corridor Improvements and she plans to attend.*

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

*Paul Bruno, a resident of Division 2, thanked the Board for appointing a fellow pilot to fill the Division 2 Board Member Vacancy.*

## **E. CONSENT AGENDA - ACTION ITEMS**

- |         |  |
|---------|--|
| Approve | 1. Minutes of the Airport Property Development & Leases Committee Meeting of June 16, 2023                                     |
| Approve | 2. Minutes of the Budget & Finance Committee Meeting of June 16, 2023  |
| Approve | 3. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of June 21, 2023               |
| Approve | 4. Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of June 22, 2023               |
| Approve | 5. Minutes of the Airport Property Development & Leases Committee Meeting of July 7, 2023                                      |
| Approve | 6. Minutes of the Air Carrier Service - Marketing - Community Relations Committee Meeting of July 11, 2023                     |
| Approve | 7. Director Sawhney's Request to Attend the CSDA Annual Conference & Exhibitor Showcase, August 28 – 31, 2023 in Monterey, CA  |
| Approve | 8. Director Gaglioti's Request to Attend the CSDA Annual Conference & Exhibitor Showcase, August 28 – 31, 2023 in Monterey, CA |

*Director Leffel moved to approve Consent Agenda Items E.1 – E.8. Director Miller seconded. The motion passed unanimously by a roll call vote of 4-0.*

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

*None.*

## **G. REGULAR AGENDA - ACTION ITEMS**

- |            |  |
|------------|--|
| Administer | 1. Administer Oath of Office to Board Candidate to Fill a Vacancy on the Monterey Peninsula Airport District Board of Directors in Division 2 for an Unexpired Term Ending December 2024 |
|------------|--|

*District Counsel Huber administered the Oath of Office to John Gaglioti to fill the vacancy on the Monterey Peninsula Airport Board of Directors in Division 2 for an Unexpired Term Ending December 2024. Director Gaglioti was immediately seated on the dais.*

- |              |  |
|--------------|--|
| Presentation | 2. Public Relations & Advertising Consultant Quarterly Report (Chris Chidlaw, Chidlaw Marketing) |
|--------------|--|

*Chris Chidlaw with Chidlaw Marketing gave a presentation regarding public relations and advertising activities over the past four months. He reported that going forward, the quarterly reports would be done on a more traditional quarterly basis, with the next report covering July, August, and September.*

*Mr. Chidlaw reviewed the Digital Marketing presentation because the Social Media Specialist was not available.*

*Deputy Executive Director Morello answered questions about timing of a Youth for Art reception.*

*Directors discussed social media channels and being proactive with the local social media influencers.*

*Executive Director La Pier answered questions about the cell phone data purchase and the MRY app.*

*Mr. Chidlaw answered questions about projects in the works and future sponsorship events.*

*No Public Comment.*

Adopt            3. Resolution No. 1851, A Resolution Authorizing and Approving the Construction Service Agreement between the Monterey Peninsula Airport District and Coastal Paving and Excavating Inc. for Skypark Drive and the 2801 Property Pavement Rehabilitation

*Deputy Executive Director Morello introduced Item G.3 remarking that Neill Engineering did the spec and Coastal Paving and Excavating Inc. came in with an exceptional price. She assured the board the bid was complete and included an alternate bid for curbing.*

*Directors discussed the bid.*

*No Public Comment.*

*Director Leffel moved to approve Resolution No. 1851, A Resolution Authorizing and Approving the Construction Service Agreement between the Monterey Peninsula Airport District and Coastal Paving and Excavating Inc. for Skypark Drive and the 2801 Property Pavement Rehabilitation. Director Gaglioti seconded. The motion passed unanimously by a roll call vote of 5-0.*

#### **RESOLUTION NO. 1851**

#### **A RESOLUTION AUTHORIZING AND APPROVING THE CONSTRUCTION SERVICE AGREEMENT BETWEEN THE MONTEREY PENINSULA AIRPORT DISTRICT AND COASTAL PAVING AND EXCAVATING INC. FOR SKYPARK DRIVE AND THE 2801 PROPERTY PAVEMENT REHABILITATION**

**WHEREAS**, on June 21, 2023 Resolution 1848, A Resolution Authorizing and Approving the Operating Budget and Capital Budget of The Monterey Peninsula Airport District (MPAD) for Fiscal Year 2024 was adopted; and

**WHEREAS**, District-Only funded Capital Improvement Projects 2023-04, 2801 Property Repairs (Budget total \$440,000) and 2023-05 Skypark Pavement Improvements (Budget total \$350,000) for a combined budget total of \$790,000 were included as FY24 capital improvement projects; and

**WHEREAS**, These projects are Exempt from California Environmental Quality Act (CEQA) per exemption Article 19, Section 15301, Class 1.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD contract with the firm of Coastal Paving and Excavating Inc. for the rehabilitation of Skypark Drive and the 2801 Monterey Salinas Highway property pavement improvements in an amount not-to-exceed \$397,720.00.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA  
AIRPORT DISTRICT:** This 19th day of July 2023 by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b> Gaglioti, Pick, Leffel, Miller, & Chair Sawhney
<b>NOES:</b>	<b>DIRECTORS:</b> None
<b>ABSTAIN:</b>	<b>DIRECTORS:</b> None
<b>ABSENT:</b>	<b>DIRECTORS:</b> None

Adopt 4. Resolution No. 1852, a Resolution Authorizing the Signature on all Documents Related to the Well Distribution System to the Monterey Peninsula Water Management District at 2801 and 2999 Monterey Salinas Highway, Monterey, CA

*Deputy Executive Director Morello introduced Item G.4, noting that we are required to submit the well analysis to Monterey Peninsula Waste Management District, and they require approval of the Board in order to review the analysis and provide an allocation of how much water we can draw from the wells.*

*Deputy Executive Director Morello answered Directors questions.*

*Director Leffel clarified the Well Distribution System is not a distribution system to the entire airport property; this well distribution system refers to the pipes to move water to the car wash and potentially the terminal, but it is not intended to distribute to all buildings on the property.*

*No Public Comment.*

*Director Miller motioned to approve Resolution No. 1852, a Resolution Authorizing the Signature on all Documents Related to the Well Distribution System to the Monterey Peninsula Water Management District at 2801 and 2999 Monterey Salinas Highway, Monterey, CA. Director Leffel seconded. The motion passed unanimously by a roll call vote of 5-0.*

**RESOLUTION NO. 1852**

**A RESOLUTION AUTHORIZING THE SIGNATURE ON ALL DOCUMENTS RELATED TO THE  
WELL DISTRIBUTION TO THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AT  
2801 AND 2999 MONTEREY SALINAS HIGHWAY, MONTEREY, CA**

**WHEREAS**, on December 14, 2022 the Board Approved Amendment #2 to the Professional Services Agreement between the Monterey Peninsula Airport District and Kimley-Horn Associates, Inc. for Design Services for the Well System Water Conveyance Project; and

**WHEREAS**, the 2801 Monterey Salinas Highway well is anticipated to supply non potable well water to the existing Car Return Quick Turn Around (QTA) facility; and

**WHEREAS**, the 2999 Monterey Salinas Highway well is anticipated to provide non-potable well water for grey water use in the proposed new terminal; and

**WHEREAS**, this authorization does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c),(2)(3); 15061(b)(3); 15064(d)(3); 15302; 15307; 15308; and 15378(a).).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT** that the Board authorizes the Deputy Executive Director to sign and execute all documents necessary to complete the Request for Confirmation of Exemption (COE), to encumber the subject properties for the purpose of the well and water distribution systems, and provide MPWMD with any and all other required documents for the water distribution systems at 2801 and 2999 Monterey Salinas Highway, Monterey, CA 93940 on behalf of the Monterey Peninsula Airport District.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 19th day of July 2023 by the following roll call vote:

<b>AYES:</b>	<b>DIRECTORS:</b>	Gaglioti, Pick, Leffel, Miller & Chair Sawhney
<b>NOES:</b>	<b>DIRECTORS:</b>	None
<b>ABSTAIN:</b>	<b>DIRECTORS:</b>	None
<b>ABSENT:</b>	<b>DIRECTORS:</b>	None

Presentation 5. Drone and Balloon Update

*District Counsel Huber gave a presentation on drone and unmanned balloon regulations.*

*No Public Comment.*

*District Counsel Huber committed to provide staff with some updated information for the website.*

*Director Pick supported the airport promoting more communication with users. Director Gaglioti agreed as not everyone knows the FAA controls these.*

*A break was taken from 10:28 AM to 10:38 AM.*

*Chair Sawhney asked to move Closed Session Items I.1 – I.4 to the next order of business. The board concurred.*

#### **I. CLOSED SESSION**

- 1. POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(2), the board will meet with the Executive Director and General Counsel related to potential exposure to litigation: one case.
- 2. POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(4), the board will meet with the Executive Director and General Counsel related to potential initiation of litigation: one case.
- 3. REAL PROPERTY NEGOTIATIONS.** Pursuant to Government Code section 54956.8, the Board will meet with Real Property Negotiators, Executive Director and General Counsel, regarding a portion of the property commonly known as APN Number 013-221-020-000.
- 4. 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 10:39 AM.*

#### **J. RECONVENE TO OPEN SESSION**

*The Board reconvened to Open Session at 12:03 PM. There was no reportable action taken in Closed Session. Director Gaglioti left the meeting at 12:03 PM.*

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

##### **Standing Committees:**

- |   |                            |
|---|----------------------------|
| i. Budget and Finance                           | Director Leffel            |
| 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  | Open             |
| iv. Special Districts Association Liaison       | Director Sawhney |
| v. Association of Monterey Bay Area Governments | Director Miller  |

*Director Leffel asked clarifying questions about the final price of the Police Services Agreement vs. what was budgeted. Controller Wilson indicated he would provide updated numbers.*

*Chair Sawhney noted it was the busiest month ever for MRY in June and suggested we do a press release.*

*Director Leffel gave a report about LAFCO, although she noted there was no meeting in July.*

*Director Pick reported on the Regional Taxi Authority meeting held the end of June.*

*Director Miller did not attend an AMBAG meeting yet this month.*

*There is presently no liaison to TAMC.*

*Director Leffel gave a report on the Special Districts Association meeting.*

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

- Receive Report on Emergency Procedures and Preparedness
- FY 24 Cost of DRO Police Services Agreement

#### **L. DISCUSSION OF FUTURE AGENDAS**

*Directors discussed the questions they would like answered during a report on Emergency Procedures and Preparedness.*

#### **M. ADJOURNMENT**

*The meeting adjourned at 12:26 PM.*

*Approved at the*

*Meeting of August 16, 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

August 7, 2023 – 9:00 AM

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

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

*Chair Pro Tem Leffel called to order the Special Meeting of the Monterey Peninsula Airport District Board of Directors at 9:05 AM. Directors Pick, Miller, and Gaglioti were in attendance. Chair Sawhney was absent. The following staff were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Adams, Deputy Executive Director Morello, and Controller Wilson. District Counsel Huber participated via Zoom videoconference.*

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

*Chair Pro Tem Leffel led the Pledge of Allegiance.*

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

*Executive Director La Pier announced the issues with the ILS System are ongoing but, so far, the Airport hasn't lost any flights because of it.*

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

Direction      1. Concepts for Monterey Regional Airport's Replacement Passenger Terminal Complex by the HOK Design Leadership Team

*The HOK Design Leadership Team joined the meeting by Zoom videoconference. Bart van Vliet of HOK introduced Alan Bright, Youngsuk Choi, Sean Quinn, and Yonguk Kim.*

*Mr. van Vliet recapped the design goals and the recent visioning sessions held with the Board, staff and terminal tenants, and members of the public. He indicated the goal for today is to determine a preference for one of the two concepts that are being presented.*

*Executive Director La Pier reported each Visioning Session outside the Board session was attended by 25-30 people. In addition, every major tenant was represented and the public was a diverse group. There was an email invitation to those who attended the Visioning Sessions, and by social media for the public, to vote on their favorite design concept. To date 57 votes have been cast.*

*Directors agreed they would like to know the vote results. Executive Director La Pier reported there were 32 votes for the “treehouse” concept and 25 votes for the “cove” concept.*

*Mr. Alan Bright gave a recap of the design goals, reviewing common themes that emerged from the Visioning Sessions.*

*Mr. Youngsuk Choi reviewed the site design project goals and a conceptual site plan that included parking, drop off zones, art or “landing” zones, pedestrian walkways, rest areas, zones for signage, and stormwater infiltration and detention features.*

*No Public Comment.*

*The HOK team answered questions from Directors regarding the site design. Directors gave suggestions regarding considerations for public transit, an aging population, and the proposed art zone.*

*Mr. Sean Quinn presented the sustainability concept for the new terminal design and the roadmap to zero net energy and LEED Platinum certification. He answered questions from Directors regarding renewable energy systems, passive design systems, and natural ventilation.*

*A break was taken from 10:24 AM to 10:29 AM.*

*Mr. Alan Bright reviewed the two architectural design concepts labeled “the treehouse” and “the cove”.*

*Directors discussed the concepts with regard to energy efficiency, secure and landside food concession areas, and flexible space.*

*Director Miller motioned to approve moving forward with the design concept referred to as “the treehouse”. Director Gaglioti seconded. The motion passed unanimously by a roll call vote of 4-0 with Chair Sawhney absent.*

## **E. ADJOURNMENT**

*The meeting adjourned at 11:34 AM.*

*Approved at the  
Meeting of August 16, 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

August 9, 2023 10:00 AM

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

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

Alternatively, members of the public who desire to provide input as to any item can send an email to [info@montereyairport.com](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 Committee Members for consideration and will be compiled as part of the record.

### **A. CALL TO ORDER**

*The meeting of the Monterey Peninsula Airport District Board of Directors was called to order at 11:06 AM. Directors Sawhney and Miller, Deputy Executive Director Morello, Controller Wilson, and Acting Board Secretary Adams were present. Executive Director La Pier was absent.*

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

*Director Miller gave an update on the outcome of the Special Board of Directors meeting to Director Sawhney, who had been absent from that meeting.*

### **C. PUBLIC COMMENTS**

*No Public Comment.*

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

- Review            1. Leasing Activity Review
- TSA 2024
  - 2801 Monterey Salinas Highway / Kimley Horn

*Controller Wilson gave an update on the TSA lease that will expire October 1, 2024. He reviewed the terms and conditions of the current lease and the proposed terms of the new lease. Deputy Executive Director Morello added TSA is on a Federal fiscal year that begins on October 1<sup>st</sup> and, for GSA budget approvals, the negotiations start early.*

*There was a discussion about the amount of space TSA rents now and possible asks for space in the new terminal building.*

*Controller Wilson reviewed the terms and conditions of the lease on office space that was recently vacated at 2801 Monterey Salinas Highway. He stated there is interest in the space from Kimley Horn and some of their team toured the property last week.*

*Deputy Executive Director Morello answered questions about the use of the offices for Airport project management by Kimley Horn, saying the interest in that space is unrelated. Kimley Horn is looking for a local office space in order to have a presence here for various clientele in the area.*

*Deputy Executive Director Morello gave an update on the progress of the fire station construction. She announced a ribbon cutting has been scheduled in September and will be announced soon.*

**E. ADJOURNMENT**

*The meeting adjourned at 10:31 AM.*

*Approved at the  
Meeting of August 16, 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

August 9, 2023 – 1:30 PM

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

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

Alternatively, members of the public who desire to provide input as to any item can send an email to [info@montereyairport.com](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 Committee Members for consideration and will be compiled as part of the record.

### **A. CALL TO ORDER**

*The meeting was called to order at 1:31 PM. Directors Sawhney & Pick, Deputy Executive Director Morello, and Acting Board Secretary Adams were in attendance. Executive Director La Pier was absent.*

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

*Director Pick asked about a KSBW story on the cancelled drone show. He explained to Director Sawhney what was aired.*

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

Discussion 1. Landrum & Brown Quarterly Report – Q1 2023

*Deputy Executive Director Morello stated she had not been briefed on this report, and suggested it be added to next month's agenda when Executive Director La Pier would be better able to answer questions.*

*Deputy Executive Director Morello answered questions about acronyms used in the Landrum & Brown report. O&D stands for Origin and Destination, RASM is Revenue Available per Seat Mile. G4 refers to Allegiant Airlines.*

*Deputy Executive Director Morello reported we are now on track for July enplanements to set a record; she expects there will be over 25,000 enplanements when all numbers are in. As the Landrum & Brown report shows, flights are down, but seats are up.*

Discussion 2. Air Carrier Service Development Update

*Deputy Executive Director Morello reported Executive Director La Pier has a meeting regarding possible new airline service in approximately two weeks. There is also a leadership group from one of the major airlines that will be here in October.*

*Deputy Executive Director Morello reported United Airlines started running a 76-seat plane vs. a 50-seat plane for most flights in July. In addition, American Airlines' afternoon flight to Phoenix is often an Airbus 319.*

*Deputy Executive Director Morello answered questions about the cancellation and delays report, saying most delays have been due to thunderstorms in Dallas and the East Coast; if a flight is delayed coming in it is also going to be delayed going out.*

Discussion 3. Local Marketing and Outreach Update

*This item was covered at the end of the meeting.*

Discussion 4. Passenger Comments, Services and Amenities Update

*Deputy Executive Director Morello referred to the comment regarding TSA and noted that we direct those who have TSA complaints to report to TSA directly through an online link. TSA does take those complaints seriously and will review video if necessary.*

Discussion 5. Community Noise Concerns Update

*Deputy Executive Director Morello noted that we have always had early morning flights. She reported we've worked hard with tenants to minimize disruptions from take-off and landing exercises. This month's noise complaints were largely due to military aircraft that were here for the Women's U.S. Open and other military training exercises.*

*Directors reviewed the Digital Analytics Report and asked questions. Deputy Executive Director Morello noted the Public Workshops that were promoted on social media included a link to the website, which drove up traffic. She explained that impressions are the number of times a post is displayed, regardless of whether it was clicked or not.*

*Deputy Executive Director Morello gave an update on the new app saying it is not live on Apple yet, but when it is the old one will be replaced. It is live on Android but the old one is still there. Staff are working to get the old one taken down, as it has misinformation about parking rates on it.*

*There was a discussion about future press releases and a housewarming / ribbon cutting for the new ARFF facility.*

**E. ADJOURNMENT**

*The meeting adjourned at 2:10 PM.*

*Approved at the  
Meeting of August 16, 2023*

*Mary Ann Leffel, Chair Pro Tem*

**A T T E S T**

*Michael La Pier, AAE  
District Secretary*

# MONTEREY PENINSULA AIRPORT DISTRICT

## Proclamation

### In Recognition of Hagerty and Broad Arrow Group for their Motorlux Monterey Car Week Kickoff Event and Auction

**WHEREAS**, *The Monterey Peninsula Airport District wishes to celebrate and congratulate Hagerty and Broad Arrow Group for their events at the Monterey Jet Center located at the Monterey Regional Airport; and*

**WHEREAS**, *Hagerty is an automotive enthusiast brand whose focus is offering inspiring experiences for automotive enthusiasts through an expanding portfolio of events and integrated product offerings, taking part in more than 2,500 car events annually and having a major presence at the nation's largest concours in Pebble Beach, CA; and*

**WHEREAS**, *Hagerty acquired the legendary McCall's Motorworks Revival and has subsequently rebranded the event as Motorlux, and has chosen Monterey Jet Center to host this elegant luxury event, bringing an up-close look at some of the world's most impressive airplanes and automobiles to thousands; and*

**WHEREAS**, *Broad Arrow Group, recently acquired by Hagerty, will host a live auction of luxury automobiles in Monterey, CA, on August 17 and 18, 2023 located at the Monterey Jet Center, featuring exceptional vintage and classic motorcars which can be privately previewed at the Motorlux event.*

**NOW, THEREFORE**, *I, LisAnne Sawhney, Chairman of the Monterey Peninsula Airport District, in concurrence with the Board of Directors, do hereby applaud Hagerty and Broad Arrow Group for their hosting of this exclusive celebration of cars, craft and community, and look forward to many years of their continued partnership with Monterey Jet Center and the Monterey Regional Airport.*

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LisAnne Sawhney  
Chair

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Mary Ann Leffel  
Vice Chair

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Carl Miller  
Board Director

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Danial D. Pick  
Board Director

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John Gaglioti  
Board Director

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Scott E. Huber, District Counsel  
**SUBJ:** Resolution No. 1853, A Resolution of Intent of the Monterey Peninsula Airport District to Approve a Memorandum of Understanding Between City of Monterey and Monterey Peninsula Airport District Related to the Detachment of Certain Airport Properties from the City of Monterey

**BACKGROUND.** The Airport has land use authority for all property located in the unincorporated County of Monterey which it owns and controls related to the operation and maintenance of a public airport, pursuant to *Monterey County Peninsula Airport District v. County of Monterey*, Monterey County Superior Court, Case Number 41308 (1956). With the desire and intent to develop a new terminal and other related construction, most of the required properties are within the unincorporated County of Monterey. However, there are several properties owned by the Airport that are located within the jurisdiction of the City of Monterey (City). To ensure that there is orderly and efficient development, the Airport has initiated negotiations with the City to detach those properties from the City's jurisdiction.

The City of Monterey approved the Memorandum of Understanding ("MOU") at its August 1, 2023 meeting. While there are still many issues to be negotiated and resolved between the parties, the City has approved the concept of detachment. The Board will consider approval of the MOU.

**DISCUSSION.** LAFCO is the agency responsible for coordinating and overseeing changes to local government boundaries, including annexation and detachment of territory. The Airport intends to file an application with LAFCO to detach approximately 16.85 acres from the City to unincorporated County. According to a 2016 LAFCO Municipal Service Review and Sphere of Influence Study, "the District is unique in Monterey County in that it has land use authority that allows it to solely determine what land uses are allowed on its property, as well as the height, density, and design of structures. The airport does not come under the land use permitting authority of the County or any city." (2016 Study, page 9.) The Airport will work with the City to resolve issues regarding the boundary and ownership of roads bordering and within the detachment area and to an appropriate setback from Highway 68 for all development in the detachment area.

The properties that are owned by the Airport which are proposed for detachment from the City are shown in the attached map consisting of the following:

2801 Monterey Salinas Highway, Monterey CA 93940 Lot A APN 013-222-001-000  
2801 Monterey Salinas Highway, Monterey CA 93940 Lot B APN 013-222-006-000  
2801 Monterey Salinas Highway, Monterey CA 93940 Lot C APN 013-222-003-000  
2801 Monterey Salinas Highway, Monterey CA 93940 Lot D APN 013-222-007-000  
2801 Monterey Salinas Highway, Monterey CA 93940 Lot E APN 013-222-008-000  
2825 Monterey Salinas Highway, Monterey CA 93940 APN 013-221-015-000



2475 Fred Kane Drive, Monterey, CA 93940 APN 013-221-008-000  
Corner of Olmstead Road and Fred Kane Drive - No Address APN 013-321-009-000

The City has approved the MOU demonstrating its commitment to this process. The Airport and the City will continue to negotiate in good faith to finalize the details related to detachment, including but not limited to compensating the City of Monterey for its lost revenue and other impacts of the detachment. The detachment is ultimately approved or disapproved by LAFCO.

Staff recommends approval of the Resolution and the Memorandum of Understanding.

**FISCAL IMPACT.** The Parties will negotiate in good faith to agree upon the terms of the property detachment, which will include, but is not limited to, fairly compensating the City for its lost revenue.

**RECOMMENDATION.** Approval of Resolution No. 1853 and the proposed Memorandum of Understanding Between the City of Monterey and the Monterey Peninsula Airport District. Early and rough estimate from the City for business license taxes is approximately \$17,000 per year, and the possessory/property tax for two parcels is estimated to be \$7,500 per year.

**ATTACHMENTS.**

Resolution No. 1853

Memorandum of Understanding between City of Monterey and Monterey Peninsula Airport District Related to the Detachment of Certain Airport Properties from the City of Monterey  
Detachment Parcel Map

## **RESOLUTION NO. 1853**

### **A RESOLUTION OF INTENT OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MONTEREY AND MONTEREY PENINSULA AIRPORT DISTRICT RELATED TO THE DETACHMENT OF CERTAIN AIRPORT PROPERTIES FROM THE CITY OF MONTEREY**

**WHEREAS**, LAFCO is the agency responsible for coordinating and overseeing changes to local government boundaries, including annexation and detachment of territory; and

**WHEREAS**, the Monterey Peninsula Airport District ("District") intends to file an application with LAFCO to detach approximately 16.85 acres from the City of Monterey ("City") to unincorporated County; and

**WHEREAS**, the District is unique in Monterey County in that it has land use authority that allows it to solely determine what land uses are allowed on its property, as well as the height, density, and design of structures. The airport does not come under the land use permitting authority of the County pursuant to *Monterey County Peninsula Airport District v. County of Monterey*, Monterey County Superior Court, Case Number 41308 (1956); and

**WHEREAS**, the District and the City will negotiate in good faith to resolve all remaining issues resulting from the detachment, including but not limited to fairly compensating the City for lost revenue from business license tax revenue and possessory/property tax revenue, boundary and ownership of roads boarding and within the detachment area, and to an appropriate setback from Highway 68 for all development in the detachment area; and

**WHEREAS**, the District determines that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

**NOW, THEREFORE, BE IT RESOLVED** that the above recitals are true and correct and are incorporated herein by reference.

**BE IT FURTHER RESOLVED THAT** the Monterey Peninsula Airport District hereby approves of the Memorandum of Understanding between City of Monterey and Monterey

Peninsula Airport District related to the detachment of certain airport properties from the City of Monterey, a copy of which is attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED THAT** the Executive Director is authorized and directed to execute the attached Memorandum of Understanding between City of Monterey and Monterey Peninsula Airport District related to the detachment of certain airport properties from the City of Monterey.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 16th day of August 2023.

Signed this 16<sup>th</sup> day of August, 2023

Mary Ann Leffel, Chair Pro Tem

A T T E S T

Michael La Pier, AAE  
District Secretary

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF MONTEREY**  
**AND**  
**MONTEREY PENINSULA AIRPORT DISTRICT**  
**RELATED TO THE**  
**DETACHMENT OF CERTAIN AIRPORT PROPERTIES FROM**  
**THE CITY OF MONTEREY**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Monterey (hereinafter referred to as “CITY”) and the Monterey Peninsula Airport District (hereinafter referred to as “DISTRICT”) (collectively referred to as “PARTIES”) as the PARTIES desire to memorialize their current understanding related to the detachment of certain properties from the CITY.

**RECITALS**

WHEREAS, the DISTRICT, which operates the Monterey Regional Airport (“AIRPORT”), intends to develop certain properties owned by the DISTRICT to construct a new passenger terminal, and other associated development; and

WHEREAS, the DISTRICT has certain authority over properties owned by it which are located in the unincorporated County of Monterey that relate to the operation and maintenance of a public airport, pursuant to *Monterey County Peninsula Airport District v. County of Monterey*, Monterey County Superior Court, Case Number 41308 (1956); and

WHEREAS, the CITY’s charter and zoning ordinance currently prohibit a hotel within the DETACHMENT AREA, and such use would not be allowed without a charter amendment enacted by a vote of the people;

WHEREAS, the CITY and the DISTRICT recognize the need for orderly and efficient development at the AIRPORT to deliver aviation-related services in a cost-effective and efficient manner; and

WHEREAS, while the majority of properties owned by the DISTRICT that comprise the AIRPORT are within the unincorporated County of Monterey, some AIRPORT real property is within the incorporated limits of the CITY; and

WHEREAS, the DISTRICT intends to construct new facilities for the AIRPORT on properties that are located in the CITY; and

WHEREAS, the DISTRICT intends to file an application to the Local Agency Formation Commission of Monterey County (“LAFCO”) requesting its approval of the detachment of certain

DISTRICT properties from the CITY to place the properties in unincorporated County of Monterey; and

WHEREAS, the CITY and DISTRICT wish to work together to develop a fair and equitable approach to compensate the CITY for lost revenue resulting from the detachment of the AIRPORT properties.

WHEREAS, the CITY and DISTRICT have reached this understanding related to certain issues, and agree to a general framework that will assist in working to reach agreement on other issues not outlined in this MOU that may arise during the detachment process.

### AGREEMENT

The CITY and DISTRICT agree as follows:

#### **1. TERMS**

- (a) AIRPORT DETACHMENT shall mean the detachment from the CITY of the AIRPORT DETACHMENT AREA, for which the DISTRICT may file an application with the LAFCO, and for which the LAFCO may subsequently approve and complete as provided for in the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (California Government Code § 56000 *et seq.*).
- (b) AIRPORT DETACHMENT AREA shall mean that portion of the incorporated area of the CITY as described in Exhibit [A] and depicted in Exhibit [B] to this MOU. The AIRPORT DETACHMENT AREA includes approximately 16.37 acres, consisting of following properties:
  - 2801 Monterey Salinas Highway, Monterey CA 93940 Lot A  
APN 013-222-001-000
  - 2801 Monterey Salinas Highway, Monterey CA 93940 Lot B  
APN 013-222-006-000
  - 2801 Monterey Salinas Highway, Monterey CA 93940 Lot C  
APN 013-222-003-000
  - 2801 Monterey Salinas Highway, Monterey CA 93940 Lot D  
APN 013-222-007-000
  - 2801 Monterey Salinas Highway, Monterey CA 93940 Lot E  
APN 013-222-008-000
  - 2825 Monterey Salinas Highway, Monterey CA 93940  
APN 013-221-015-000
  - 2475 Fred Kane Drive, Monterey, CA 93940  
APN 013-221-008-000
  - Corner of Olmstead Road and Fred Kane Drive - No Address  
APN 013-321-009-000
- (c) BUSINESS LICENSE TAX REVENUE shall mean the revenue from the license tax levied and received by the CITY pursuant to Articles 1 and 2 of Chapter 19 of

the Monterey City Code, or any successor provision, that is collected within the AIRPORT DETACHMENT AREA.

- (d) PROPERTY TAX REVENUE shall mean revenue from “ad valorem real property taxes on real property”, as said term is used in Section 1 of Article XIII A of the California Constitution and more particularly defined in subsection (c) of Section 95 of the California Revenue and Taxation Code, that is collected from within the AIRPORT DETACHMENT AREA.

**2. GENERAL PURPOSES OF MOU.** The general purposes of this MOU are to:

- (a) Memorialize CITY’s support for the AIRPORT DETACHMENT;
- (b) Describe presently identified changes in service for the AIRPORT DETACHMENT AREA resulting from the AIRPORT DETACHMENT;
- (c) Outline issues upon which the Parties presently agree; and
- (d) Establish a framework for the Parties to resolve any further issues that may arise as part of the property detachment process.

**3. DISTRICT AGREES:**

- (a) The responsibility of preparing the application and the decision whether to file the application for the AIRPORT DETACHMENT with the LAFCO are the DISTRICT’s. The DISTRICT shall pay all costs associated with the application and its preparation. The DISTRICT may decide not to file the application in its sole discretion without liability to the CITY.
- (b) As the lead agency, the DISTRICT is responsible for ensuring the application for the AIRPORT DETACHMENT complies with the California Environmental Quality Act and filing the necessary environmental documents with the LAFCO. The CITY is a responsible agency for the DETACHMENT and in addition, the CITY reserves all of its rights to review and comment on the DISTRICT’s proposed compliance with the California Environmental Quality Act.
- (c) After the recordation of the detachment of the AIRPORT DETACHMENT AREA from the CITY, the DISTRICT shall be responsible for providing law enforcement services to the AIRPORT DETACHMENT AREA. The DISTRICT intends to provide law enforcement services through an existing contract with the City of Del Rey Oaks.
- (d) After the recordation of the detachment of the AIRPORT DETACHMENT AREA from the CITY, the DISTRICT shall be responsible for providing fire protection services to the AIRPORT DETACHMENT AREA. The DISTRICT intends to provide fire protection services through an anticipated contract with the CITY, which approval shall occur concurrent with this MOU.

- (e) To fairly compensate the CITY for all loss of current and potential future revenue that CITY shall surrender through the detachment of the AIRPORT DETACHMENT AREA, including but not limited to BUSINESS LICENSE TAX REVENUE and PROPERTY TAX REVENUE.
- (f) The DISTRICT also agrees to work in good faith with the CITY to (i) resolve issues regarding boundary and ownership of roads bordering and within the DETACHMENT AREA, (ii) support any property acquisition requirement for the northeast corner of Olmsted and Highway 68 by Caltrans; and (ii) agree to an appropriate setback from Highway 68 for all development in the DETACHMENT AREA.

#### **4. CITY AGREES:**

- (a) Subject to reaching an agreement on revenues and boundaries as set forth in Sections 3(e) and (f) and Section 4(b), the CITY consents, agrees to, and supports the AIRPORT DETACHMENT; the CITY agrees that it will not adopt or transmit to the LAFCO a resolution requesting termination of the AIRPORT DETACHMENT proceedings or protest the AIRPORT DETACHMENT proceedings.
- (b) The CITY agrees to negotiate reasonably and in good faith with the DISTRICT and the County of Monterey regarding the transfer of the AIRPORT DETACHMENT AREA from Tax Rate Area 003-000 to Tax Rate Area 096-010, or such other transfer of PROPERTY TAX REVENUE and other taxes and revenues.
- (c) Within thirty (30) calendar days of receipt of a written request by the DISTRICT, the CITY presently intends to approve and transmit to the LAFCO any additional resolutions, agreements, or other documentation required by the LAFCO to deem the AIRPORT DETACHMENT complete or to otherwise approve the AIRPORT DETACHMENT.

#### **THE PARTIES AGREE:**

- (a) To abide by all applicable federal, state, and local laws and regulations pertaining to the AIRPORT DETACHMENT.
- (b) This MOU can be amended only when agreed upon in writing by both PARTIES. This MOU will automatically terminate on August 15, 2025 unless the term is extended by written agreement of the PARTIES.
- (c) To meet, negotiate in good faith, and try to come to an agreement as to all other issues that may arise during and related to the property detachment process, including but not limited to the loss of BUSINESS LICENSE TAX REVENUE, current and/or future plans for a hotel in the DETACHMENT AREA, potential traffic impacts to surrounding areas such as Garden Road, the visual appearance of the entryway to the CITY, the potential impacts to adjacent properties that would

remain within the CITY's limits, and any other areas of concern raised by the City Council during its meeting of August 1, 2023.

- (d) Notice given under or regarding this MOU shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective PARTY at the address indicated below or to any other address as a PARTY may designate from time to time by a notice given in accordance with this paragraph.

If to DISTRICT:                      Michael La Pier, Executive Director  
Monterey Regional Airport  
200 Fred Kane Drive  
Monterey, CA 93940

If to CITY:                              Hans Uslar, City Manager  
City of Monterey  
580 Pacific Street  
Monterey, CA 93940

- (e) The Recitals stated above are true and correct and are incorporated by this reference into the MOU.
- (f) This MOU shall be governed by and construed in accordance with the laws of the State of California. Any action brought by any PARTY hereto shall be brought within the State of California, County of Monterey and both PARTIES waive any right to change venue, including under Code of Civil Procedure Section 394.
- (g) This MOU may be signed in counterparts, each of which shall constitute an original. This MOU shall be dated on the date executed by the last PARTY to sign.
- (h) There are no third-party beneficiaries, and this MOU is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

IN WITNESS WHEREOF, the PARTIES have executed this MOU below.

**CITY OF MONTEREY**

**MONTEREY PENINSULA AIRPORT**  
**DISTRICT**

By: \_\_\_\_\_  
Hans Uslar  
City Manager

By: \_\_\_\_\_  
Michael La Pier  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



Attest: \_\_\_\_\_  
Clementine Bonner Klein,  
City Clerk

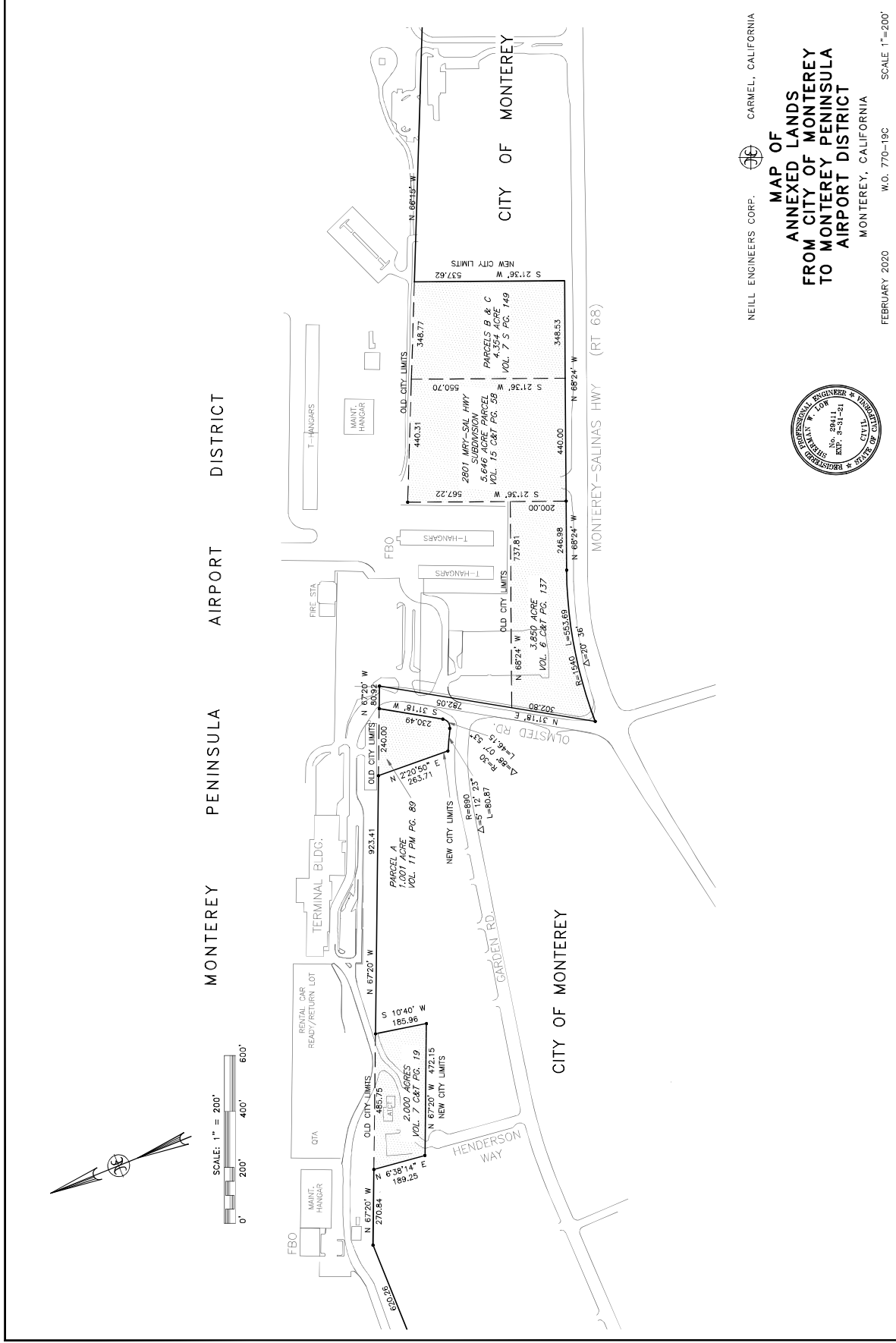
Attest: \_\_\_\_\_  
Denise Adams,  
Acting District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christine Davi  
City Attorney

By: \_\_\_\_\_  
Scott E. Huber  
District Counsel



**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Scott E. Huber, District Counsel  
**SUBJ:** Resolution No. 1854, A Resolution of Intent of the Monterey Peninsula Airport District to Approve Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District

**BACKGROUND.** Since January 2014, the City of Monterey has provided fire services to the Airport through a contract between the parties. The current fire services agreement was extended in 2019 and is set to terminate concurrently with the planned opening of the new Fire Station on the north side of the runway.

Staff for the City of Monterey and the Airport met to negotiate a new fire services agreement. The Airport and the City of Monterey have jointly negotiated the proposed fire services agreement. The attached agreement was approved by the Monterey City Council at its August 1, 2023 meeting.

The proposed fire services agreement (Agreement) between the Airport and the City of Monterey complies with FAA Part 139 and other local, State and federal airport firefighting requirements. If approved, the Agreement will provide fire services commencing October 1, 2023 through the end of Fiscal Year 2027-2028.

**DISCUSSION.** As a result of the relocation of the fire station to the north side of the runway, the Airport issued an RFP for fire services in December, 2022. The City provided a response to the RFP. Following several Board Meetings and the receipt of amended proposals by each fire service proposer, the Board directed staff to work with the City of Monterey to negotiate and finalize a renewed agreement for fire service.

Pursuant to the attached Agreement, the City of Monterey will continue to provide all fire and emergency medical response services for the Airport. The firefighting services include dedicated staffing for aviation incidents meeting FAA requirements, along with structural and wildland firefighting. All types of emergency medical service incidents, technical rescues and hazardous materials responses will also be provided to the Airport by Monterey.

The agreement is for five years and continues through June 2028. The Agreement provides for a satellite facility on the south side of the airport, which will be available from 8:00 AM to 7:59 PM for both on and off-airport emergency responses. The satellite facility will generally be staffed with three personnel, with the fourth firefighter remaining in the new fire station. It is the City's intent to rent a modular unit to be placed on land provided by the Airport in a portion of the employee parking lot. Between 8:00 PM and 7:59 AM, all four firefighters will staff the new fire station and will not utilize the satellite facility.

As requested by the Board, the City agrees to defend and indemnify the Airport in any CEQA litigation alleging a breach of the Airport's Revised Addendum to the Environmental Impact Report, and the Settlement Agreement and Release between the City and the District dated April 20, 2022, resulting from the City providing mutual aid from the north side of the Airport.

The Monterey City Council approved this item on August 1, 2023. Staff recommends approval of the Fire Services Agreement with the City of Monterey.

**FISCAL IMPACT.** The fiscal impacts of the proposed Agreement are as follows:

10/01/2023 to 06/30/2024	\$1,340,679.73
07/01/2024 to 06/30/2025	\$1,876,951.63
07/01/2025 to 06/30/2026	\$1,970,799.21
07/01/2026 to 06/30/2027	\$2,069,339.17
07/01/2027 to 06/30/2028	\$2,172,806.13

**RECOMMENDATION.** Adopt Resolution No. 1854, A Resolution of Intent of the Monterey Peninsula Airport District to Approve Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District.

**ATTACHMENTS.**

Resolution No. 1854  
Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District

**RESOLUTION NO. 1854**

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

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

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

**WHEREAS**, the current fire services agreement is set to expire on October 1, 2023; and

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

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

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

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 16th day of August 2023.

Signed this 16<sup>th</sup> day of August, 2023

Mary Ann Leffel, Chair Pro Tem

**A T T E S T**

Michael La Pier, AAE  
District Secretary

**AGREEMENT TO PROVIDE FIRE SERVICES BETWEEN  
THE CITY OF MONTEREY AND THE  
MONTEREY PENINSULA AIRPORT DISTRICT**

**THIS AGREEMENT**, is made and executed on August 16, 2023, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as "Monterey", and the MONTEREY PENINSULA AIRPORT DISTRICT, a Special District located within Monterey County, hereinafter referred to as "District" (collectively referred to as "the Parties"), and provides as follows:

**RECITALS**

**WHEREAS**, the District's Board of Directors has determined that the most effective method of providing fire and emergency services within its jurisdiction is through a contract for fire services model;

**WHEREAS**, Monterey and District recognize that Monterey will benefit from a shared fire and emergency services delivery model due to the resulting improvement in service to the area of Monterey along the Highway 68 corridor. In consideration of that benefit, Monterey agrees to share in the actual cost of providing fire and emergency services as detailed in the Fire Service Fee charged by Monterey to District as set forth in this Agreement;

**WHEREAS**, both Parties have determined that the most effective method of providing the fire and emergency services to the Airport and the East section of Monterey would be for Monterey to provide the service from District's property; utilizing the New Airport Fire Station as well as a South Side Response Location;

**WHEREAS**, it is the desire of the Parties to address, by this Agreement, all matters which are related to the fire services to be provided to the District by Monterey at the Monterey Regional Airport;

**WHEREAS**, this Agreement was authorized by the Monterey City Council on August 1, 2023 by the passage of Resolution 23-088 C.S.;

**WHEREAS**, this Agreement was authorized by the District's Board of Directors on August 16, 2023 by the passage of a Resolution; and

**WHEREAS**, this Agreement is entered into pursuant to Government Code § 54981 and § 55632.

**AGREEMENT**

**NOW, THEREFORE**, the foregoing recitals are adopted as findings of Monterey and District as though fully set forth herein, and for and in consideration of the mutual advantages and covenants set forth below, it is agreed by and between the Parties as follows:

## **ARTICLE I DEFINITIONS**

1.1. **Airport.** "Airport" means and refers to the Monterey Regional Airport, Assessor's Parcel No. 013221020000, commonly referred to as 1200 Airport Road, Monterey, CA

1.2. **Airport Operations.** "Airport Operations" means and refers to a division of the Airport District responsible for managing day to day operations on and off the airfield while maintaining beneficial working relations with the federal, state, and local regulatory agencies.

1.3. **Airport Rescue and Firefighting (ARFF).** "ARFF" means and refers to aircraft rescue and firefighting services during air carrier operations that require a Title 14, Code of Federal Regulations (CFR), Part 139 certificate from the Federal Aviation Administration.

1.4. **Capital Improvements.** "Capital Improvements" means and refers to structural repairs and similar improvements in excess of \$25,000 that are the type of improvements which would be added to the tax "basis" if the property were owned by a non-governmental entity.

1.5. **Capital Equipment.** "Capital Equipment" means and refers to capital equipment, each asset in excess of \$5,000, which are the types of equipment required to perform the necessary ARFF tasks on the Airport.

1.6. **Chief Fire Officer.** "Chief Fire Officer" means and refers to employees of the Monterey Fire Department with permanent appointment in the classification of Division Chief, Assistant Fire Chief, or Fire Chief.

1.7. **Code 3.** "Code 3" means and refers to the emergency response of a fire apparatus displaying a red light and giving an audible signal by siren as described in Section 21055 of the California Vehicle Code.

1.8. **Fire Apparatus.** "Fire apparatus" or apparatus means and refers to a vehicle designed, maintained, and used under emergency conditions to transport personnel and equipment, or for the suppression of fires or mitigation of other hazardous situations, consistent with the 2009 edition of Standard 1901 of the National Fire Protection Association.

1.9. **Fire Chief.** "Fire Chief" means and refers to the City of Monterey Fire Chief.

1.6. **Fire Services.** "Fire Services" means and refers to those services described in Article IV hereof provided by Monterey at the Airport.

1.7. **Fiscal Year.** "Fiscal Year" means and refers to the annual period commencing on July 1 and ending the following June 30.

1.8. **Mutual Aid.** "Mutual Aid" means and refers to assistance provided by the District's Fire Department (Monterey) at the request of another jurisdiction. Mutual aid is voluntary and may not occur if District is dealing with incidents of its own and/or if the District does not have enough equipment or firefighters to share at the time. No financial charges are incurred for the assistance.

1.9. **New Airport Fire Station.** “New Airport Fire Station” means and refers to a new ARFF facility located at 1600 Airport Road, Suite A, Monterey.

1.10. **South Side Response Location.** “South Side Response Location” means and refers to a Fire Substation located on the south side of the runways at the Airport as shown in Exhibit B.

1.11. **Term.** “Term” means and refers to any period of time during which Monterey is obligated to provide services pursuant to this Agreement.

## **ARTICLE II TERM OF AGREEMENT**

2.1. **Initial Term.** The initial Term of the provision of services under this Agreement shall be from 7:45 a.m. on October 1, 2023 through 7:45 a.m. on June 30, 2028.

2.2. **Extension of Term.** This Agreement may, by resolution of both the Monterey City Council and the District Board of Directors, be extended for additional five (5) year increments no later than the December 31 immediately preceding the Agreement’s expiration.

2.3. **Termination.** Notwithstanding Section 2.1, or Section 2.2 of this Agreement, either Party may terminate this Agreement by providing twelve (12) months’ written notification to the other Party, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be delivered to the other Party’s City Manager or Executive Director pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

2.4. **Termination for Material Breach.** Notwithstanding Sections 2.1 through 2.3 of this Agreement, this Agreement may be terminated for material breach pursuant to the procedures set forth in Section 6.1(d) of this Agreement.

## **ARTICLE III FACILITIES AND EQUIPMENT**

3.1. **Title.** District shall retain title to all existing real property, buildings, equipment, and apparatus owned by District and described in Exhibit A to this Agreement.

3.2. **Use of Real Property, Equipment and Apparatus.** For the duration of this Agreement, District shall provide to Monterey all real property, buildings, equipment, and apparatus described in Exhibit A to enable Monterey to provide services to Airport pursuant to this Agreement as well as to provide local mutual and automatic mutual aid, statewide master mutual aid and assistance by hire pursuant to the California Fire Assistance Agreement. District further authorizes Monterey to utilize any apparatus described in Exhibit A outside the geographic boundaries of Airport whenever deemed operationally necessary by the Fire Chief or designee, provided the apparatus is used as part of a response to a callout for service or in support of another station providing fire protection service. Use of ARFF apparatus in this capacity specifically requires pre-authorization of the District Executive Director or designee, and will not violate FAA fire safety regulations for Airport operations at that point in time.



(a) Upon termination of this Agreement pursuant to Section 2.3 or Section 2.4, Monterey shall deliver to District the real property, buildings, equipment and apparatus described in Exhibit A, in the same condition in which it was originally provided to Monterey allowing for reasonable wear and tear.

(b) District shall provide Monterey the square footage necessary in the New Airport Fire Station for Monterey to provide the Fire Services contemplated by this Agreement as determined by the Parties. The Parties shall meet to ensure the facilities are adequate for Monterey personnel located at the New Airport Fire Station.

(c) District shall provide Monterey the square footage and location necessary in the area commonly known as the employee parking lot on Airport property for the South Side Response Location for Monterey to provide the Fire Services contemplated by this Agreement, which location is outlined in Exhibit B.

**3.3. Maintenance and Repair.** The District shall bear all costs to maintain and repair real property, buildings, and equipment, provided by the District, as outlined in Exhibit A and used for the provision of fire services to the Airport. All maintenance and repairs shall be done according to manufacturer specifications and shall be promptly completed by District at the request of Monterey. In addition, Monterey shall determine the criteria for in service/out of service for vehicles.

**3.4. Replacement.** If any capital improvements and/or capital equipment (real property, building, equipment, and Fire Apparatus) used by Monterey, as outlined in Exhibit A, for the provision of fire services to the Airport pursuant to this Agreement require replacement, replacement is the responsibility of the party identified in Exhibit A.

**3.5. Damages.** Should an insurable event result in damage to any real property, buildings, equipment and apparatus, the District shall pay any deductible and bear the portion of the repair/replacement cost that exceeds the amount of any payment for damage received under the insurance coverage. If, however, the Fire Chief or City Manager, as may be applicable pursuant to Monterey's Personnel Rules and Regulations, determines that the damage was caused by Monterey's employees and due to lack of training or safety and oversight procedures, or if the damage was preventable, or if the damage was due to negligence or intentional disregard of procedures, then Monterey shall bear 100% of the cost to return the damaged property to its pre-accident condition. District is responsible for pursuing third party subrogation claims.

**3.6 Building Inspection.** A final joint building walk-through will be completed at least two weeks prior to occupancy. Monterey shall receive the premises in good repair. The final joint building walk-through will include testing of all major appliances in the premises, including but not limited to the furnace, water heater and kitchen appliances, to ensure they are all in good working order before September 30, 2023. District will ensure that the building and related systems are working and in acceptable condition. After acceptance, the District will be responsible for maintenance and repair pursuant to Section 3.3.

#### **ARTICLE IV DUTIES OF MONTEREY UNDER THIS AGREEMENT**

**4.1. Scope of Services.** Monterey shall provide Fire Services at the Airport as more specifically described in Section 4.2 of this Article. In providing such services, Monterey shall administer the provisions of the District and Federal Aviation Administration (FAA) rules, regulations, policies, and procedures as

applicable to ARFF. Structural firefighting, emergency medical services, and all other fire department services will follow all applicable federal, state, and local regulations as adopted by the District and as may be required by the County of Monterey.

(a) Monterey agrees to meet and consult with District relative to service levels, fees for services, operational policies and/or procedures, and/or any other issue or concern relative to Monterey's implementation of the provisions of this Agreement. Monterey further agrees to meet and discuss Monterey labor relations issues with the Executive Director or their designee relating to this Agreement to the extent permitted by law.

(b) Monterey agrees to receive and consider any input from the District Executive Director relative to the performance of the Fire Chief as it pertains specifically to the provision of services pursuant to this Agreement, including the Fire Chief's responsiveness to the District Executive Director regarding fire services-related issues or concerns.

(c) Monterey agrees to solicit and consider input from the District Executive Director relative to the selection process for future Fire Chief(s). Such input shall include the opportunity to review and provide comment on the Fire Chief Job Description, Fire Chief recruitment announcement, and participation on an interview panel to provide input on candidates. Notwithstanding the foregoing, the City Manager for Monterey has the exclusive and final authority regarding the job description, the recruitment announcement and process, and to appoint a Fire Chief as required by City Charter section 5.1.

**4.2 Description of Fire Services to be provided by Monterey.** Monterey's duties to provide Fire Services under this Agreement shall be as follows:

(a) Fire Department Administration. Monterey shall provide the following administrative and support services necessary to maintain Fire Services at the Airport:

(i) Fire Services program planning and administration consistent with the terms and conditions of this Agreement and other usual and customary conditions in use by City for its fire services.

(ii) Ensure all federal and state-mandated firefighter training and supplemental training is provided to Monterey employees working at the Airport.

(iii) Operational integration and coordination of specialized Airport fire suppression services to meet the FAA ARFF standards for the Monterey Airport Operational Index as certified by the FAA, as per the current Code of Federal Regulations (CFR) set forth in 14 CFR, Part 139, as amended.

(iv) Fire Chief's or designated Chief Fire Officer representative's prompt response to requests by the District Executive Director, attendance at District Board meetings, executive management meetings, airport community events, or other meetings or forums pertaining to fire services at the Airport as requested by the District Executive Director.

(vii) Notification to the District Executive Director or designee as soon as practical of any significant emergency event.

(viii) Maintenance of sufficient, segregated records relating to provision of Fire Services to Airport, including but not limited to, response time data for all incident responses as described in Section 4.2(c) of this Agreement. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response or other incident responses. Such records may be maintained in Monterey and will be provided to District upon request or termination of this Agreement for any reason as described in Sections 2.3 or 2.4 of this Agreement.

(ix) Installation and maintenance of Information Technology (IT) software and equipment to support Fire Services delivery and related operations as determined by the Fire Chief.

(b) Fire Prevention Services.

(i) Monterey will, when requested by the District, review construction and development plans to ensure compliance with applicable fire and life safety codes and regulations, as well as inspection of all new fire protection and fire alarm systems for compliance with applicable codes and standards adopted by the authority having jurisdiction, and inspection of previously installed fixed fire protection and alarm systems as recommended by applicable standards adopted by the authority having jurisdiction.

(ii) Conduct annual fire safety inspections of all state-mandated occupancies within the Airport..

(iii) Issuance of operational permits and associated inspection of applicable businesses within the Airport as required in Appendix Chapter 1, Section 105.6 of the 2022 California Fire Code and as that Section may be amended in the future.

(iv) Conduct fire safety inspections of non-mandated or permitted business occupancies, and tenant hangar spaces, which shall occur annually in cooperation with District staff, and additionally as requested by District staff.

(v) Conduct an airfield inspection of the runways on holidays and as requested utilizing District provided software and equipment.

(vi) Utilization of software for all inspections. Completed inspection reports shall be provided as soon as practical to Airport Operations, or as designated by the Executive Director. Monterey shall provide the inspection forms for the fuel farm and provide the completed forms to the Airport. Hangar inspections and daily apparatus/vehicle inspection reports shall be completed utilizing software provided by Monterey. Airport runway inspections shall be completed utilizing APP139 software, which shall be provided by the Airport.

(vii) Investigate all fires to establish origin and cause as well as coordination with the Airport Police Department on any criminal investigation related to arson or other related crimes.

(viii) Development and Plan Review. Monterey will provide all pre-development Fire Code and plan review on an as-needed basis to ensure compliance with the Fire Codes as adopted by the District.

(ix) Complete fire extinguisher, first aid, and CPR training, as requested by District, to District employees. District will be responsible for any third-party fees for such training, for example, the American Heart Association CPR certification fee.

(c) Incident Response.

(i) General Service Criteria. The following criteria shall apply to all services identified in Section 4.2(c)(ii)-(vii):

(A) Response Area. Monterey shall provide services identified in Sections 4.2(c)(ii)-(vii) below to all areas within the geographic boundaries of the Airport.

(B) Peak and Off-Peak Hours.

(1) Peak Hours. Peak hours are defined as between the hours of 8:00 AM and 7:59 PM.

(2) Off-Peak Hours. Off-peak hours are defined as between the hours of 8:00 PM and 7:59 AM.

(C) During peak hours, Monterey may, but is not required to, place up to three fire personnel identified in Paragraph 4.2(c)(i)(F) of this Agreement at the South Side Response Location with a Fire Apparatus. Monterey must leave at least one fire personnel identified in Paragraph 4.2(c)(i)(F) of this Agreement at the New Airport Fire Station for incident response. In addition, Monterey shall only respond to off Airport emergencies and incidents from the South Side Response Location.

(D) During off-peak hours, the fire personnel identified in Paragraph 4.2(c)(i)(F) of this Agreement and all fire apparatuses shall be located at the New Airport Fire Station and shall respond only to on-Airport emergencies and incidents or calls for mutual aid.

(E) Chief Officer Coverage. Monterey shall provide a qualified Chief Fire Officer, or acting Chief Fire Officer, on duty for response and management of emergency incidents as necessary to provide incident command and coordination functions within the Airport property t, including the responsibility to notify the District Executive Director, or designee, of the need for emergency expenditure of District funds to mitigate an emergency incident consistent with the ordinances, policies and procedures of District.

In the event that this service is not immediately available because the on-duty Monterey Duty Chief Officer is otherwise committed to another emergency incident, an administrative Chief Officer or off-duty Operations Chief Officer shall be recalled and assigned to provide operational Duty Chief Officer coverage as soon as possible.

(F) New Airport Fire Station Staffing.

(1) Monterey shall assign four (4) personnel, whose training and certifications meet minimum FAA and state-mandated training requirements for their respective classifications and responsibilities, to the New Airport Fire Station to provide Fire Services pursuant to this Agreement each and every hour of the Term of this Agreement. Said staffing shall include one (1) Captain or

qualified Acting Captain, two (2) Engineers or qualified Acting Engineers, and one (1) Firefighter. Monterey will pay the cost of required ARFF training, as determined by Monterey, which occurs during the term of this Agreement. All assigned staffing by Monterey in excess of that outlined in this paragraph shall be at the sole cost and expense of Monterey, unless the additional staffing was requested in writing by the Executive Director of District.

(2) Additional qualified fire personnel may be assigned to the Airport station as determined by the Fire Chief or designee to provide supplemental Fire Services or staffing for special events, anticipated weather events, or other situations within the District's Fire Services budget as that budget may be modified from year to year, and within operational capacity.

(3) Monterey shall ensure that all Fire Operations staff assigned and/or reporting to the New Airport Fire Station have obtained prior appropriate Secured Identification Display Area (SIDA) clearance levels to respond to all areas on the Airport.

(G) Response Time and Reporting. Monterey commits to meet and/or exceed the required ARFF response times for all incidents governed by the 14 CFR, section 139.319(h) requirements. For all other emergency responses, and for as long as there is a South Side Response Location, Monterey commits to meet and/or exceed the emergency (Code 3) response times to incidents at the Airport from crew notification to first unit on scene within five (5) minutes or less, 90% of the time.

(H) Dispatch Service. Monterey shall be responsible for all maintenance and operation of the emergency dispatch and communications systems at the Airport fire station. The District is responsible for the initial installation of the dispatch and communications systems.

(I) Prohibited Travel. Monterey shall not cross the runways for any purpose, except in response to an incident on airport property with permission from the Tower, or in compliance with FAA regulations. Further, Monterey shall not utilize the east perimeter road for any emergency response travel. The west perimeter access road is designated as the non-aircraft emergency response travel route, provided permission from tower is granted for such use, or in compliance with FAA regulations. As for all non-emergency response travel, the east perimeter road and west perimeter road may be utilized with permission from the Tower, or in compliance with FAA regulations.

(J) Fuel. Monterey shall provide, at its sole cost and expense, fuel for all vehicles owned by the District that Monterey may utilize off-Airport property, including the structural Fire Apparatus. The District shall provide or shall contract with a third party for the provision of fuel for all apparatus assigned for use on Airport property.

(d) Fire Suppression. Monterey will provide firefighting response to all reported fires, suspected fires, and fire alarm activations on the Airport.

(e) Emergency Medical Response. Monterey will provide fire department response to all medical emergencies on the Airport in conformance with the Monterey County Emergency Medical Services Agency policies and protocols. Monterey is responsible for providing all of the supplies needed to perform this function.

(f) Rescue Services. Monterey will provide fire department response to any report of a trapped person. Said rescue services shall only be provided within the scope of training and qualifications of fire response personnel, Monterey Fire Department policies and/or Standard Operating Guidelines, and available rescue equipment.

(g) Hazardous Materials Response. Monterey will provide fire department response to any reported hazardous substance spill or release; District shall be responsible for seeking reimbursement from the party responsible for the spill or release, and shall indemnify, hold harmless and defend Monterey, its employees, officers, agents, and volunteers, against any claim, cause of action, disability, loss, liability, damage, cost or expense, however arising, which occurs by reason of an unauthorized discharge, spill, or release of any substance endangering the public safety or causing a public nuisance. The indemnity in this paragraph shall not apply if Monterey is responsible, in whole or in part, for the hazardous substance spill or release.

(h) Other Requests for Service. Monterey will provide fire department response to any other emergency or non-emergency request for service on Airport property as received and dispatched by the Monterey County Department of Emergency Communications and as consistent with services provided within Monterey.

(i) Emergency Operations Center Support. In the event the Airport Emergency Operations Center is activated pursuant to the Airport Emergency Operations Plan, Monterey will, to the extent possible, provide fire department support to the Airport Emergency Operations Center (EOC). In the event of a multi-jurisdictional emergency or disaster, coordination of fire resources may be performed from the Monterey Emergency Operations Center.

(d) Statewide Mutual Aid and Assistance by Hire. Monterey may respond to requests for mutual aid or assistance-by-hire by other agencies within the State of California pursuant to the California Statewide Master Mutual Aid Agreement or the California Fire Assistance Agreement, as approved by the Fire Chief or authorized designee. Monterey shall credit or reimburse District for any reimbursement(s) received by Monterey relating to use of Airport-owned apparatus described in Exhibit A for provision of mutual aid or assistance-by-hire, except for any operating or incidental costs paid by Monterey.

(j) Miscellaneous.

(i) Public Outreach and Education. Monterey may provide fire prevention and safety education programs for businesses located on the Airport property. Fire prevention and life safety programs will be tailored to educate the Airport business community in order to help preserve life and property.

(ii) Code Enforcement. Monterey will assist in enforcement of Airport codes and ordinances related to services provided by Monterey.

(iii) Fire Hydrant Testing. Monterey shall work with the water system owner and water management district to test all public fire hydrants within Airport property boundaries.

(iv) Command Vehicle 6490. Parties acknowledge that the Agreement between the City of Monterey, the District, and the Monterey County Sheriff's Office for the Sharing of Incident

Command Vehicle (Command 6490) (Ag-5381) terminated on November 8, 2019, and Command Vehicle 6490 is the sole responsibility of the District.

(v) Monterey shall bear all costs to replace expendable/consumable materials, such as office supplies, as well as small tools and equipment used for the provision of fire services.

**4.3. Inspection of District - Owned Property and Notification of Necessary Maintenance and Repairs.** Monterey agrees to regularly inspect all real property, buildings, equipment and apparatus described in Exhibit A to ensure they meet the appropriate and applicable fire services standards.

(a) In the event that any real property, buildings, equipment, or apparatus described in Exhibit A requires routine maintenance or is in a condition that presents an immediate or imminent threat to employees or public health or safety, Monterey agrees to remedy such conditions as soon as possible.

(i) Monterey shall not use any equipment and apparatus requiring maintenance or repair in the provision of Fire Services pursuant to this Agreement until such time as maintenance or repair has been satisfactorily performed, unless such use does not create an undue safety hazard or cause further damage to the equipment or apparatus.

(ii) Monterey shall ensure that access to any real property or buildings described in Exhibit A, which is in a condition that presents an immediate or imminent threat to employee or public health or safety, is restricted so as to minimize the threat posed to employee or public health or safety until said condition is remedied

(iii) In the event that a condition gives rise to an immediate or imminent threat to public or employee health or safety, the Parties agree that the Fire Chief, or designee, shall have the authority to take any actions necessary to preserve public or employee health or safety. Such action may include prohibiting the occupancy or use of anything described in Exhibit A until the conditions giving rise to the threat are remedied.

(b) In the event that Monterey determines, pursuant to Section 3.3 of this Agreement, that maintenance or repair of any District-owned apparatus or equipment described in Exhibit A will not be sufficient to ensure that said apparatus or equipment meets applicable fire service standards, or in the event of planned apparatus or equipment replacement, Monterey may assist with the procurement of any such apparatus or equipment with District as authorized in the District's capital budget as that budget may be modified from year to year. District agrees to solicit, receive, and consider input from the Fire Chief regarding the procurement of apparatus or equipment prior to its purchase.

(i) In the event that Monterey notifies District of a condition requiring the replacement of any real property, buildings, equipment, or apparatus described in Exhibit A of this Agreement, District shall reserve the right to have such need for replacement validated by an independent third party of its choice, at no cost to Monterey, within a reasonable time period as mutually agreeable to the Parties.

**4.4 Communications.** Monterey agrees that Monterey staff communications with District shall be through the Executive Director, Deputy Executive Director or their designee.

## ARTICLE V DUTIES OF DISTRICT UNDER THIS AGREEMENT

5.1. **Payment for Fire Services.** District shall compensate Monterey for the provision of Fire Services and fire service-related support as further described in Section 6.1 of this Agreement.

5.2. **Capital Improvements/Capital Equipment.** District agrees to replace capital assets (real property, buildings, equipment, and apparatus) provided to Monterey as defined in Article III, and as outlined in Exhibit A. District agrees to solicit, receive, and consider input from the Fire Chief regarding the procurement of such capital improvements/capital equipment prior to its purchase.

(a) In the event that District fails to respond in a timely manner (within two normal business days) to notification pursuant to this section, Monterey may undertake the necessary capital replacement. District agrees to reimburse Monterey for any costs it so incurs, including applicable administrative expenses, associated with any such capital replacement.

(b) In the event that a third-party contractor is hired to perform any necessary maintenance, repair or replacement pursuant to this Agreement, such third-party contractor shall have general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Both District and Monterey shall be named as additional insureds via endorsement on any such coverage, and any such contract with a third-party contractor shall contain a provision whereby the contractor agrees to defend and hold harmless, both District and Monterey, from any liability, suit, cause of action, or other legal proceeding (including attorney's fees and costs) which may be brought or claimed against District and/or Monterey as a result of contractor's performance or failure to perform under said contract.

5.4 **Crash Phone.** District agrees to provide, at no cost to Monterey, the emergency service connection between the Air Traffic Control Tower (ATCT) and the New Airport Fire Station.

5.5 **Communications.** District agrees that District staff communications with Monterey shall be through the Fire Chief, the Assistant Fire Chief, or Division Chief.

## ARTICLE VI FEES FOR SERVICES AND BREACH OF AGREEMENT

6.1. **Fees for Services.** District agrees to compensate Monterey for all services provided pursuant to the terms and conditions of this Agreement.

(a) Fee Schedule. Fees for service (Annual Fire Service Fee) shall be as follows for the term of this agreement:

10/01/2023 to 06/30/2024	\$1,340,679.73
07/01/2024 to 06/30/2025	\$1,876,951.63
07/01/2025 to 06/30/2026	\$1,970,799.21
07/01/2026 to 06/30/2027	\$2,069,339.17
07/01/2027 to 06/30/2028	\$2,172,806.13



(b) Payment Terms. Beginning on October 1, 2023, and on the first day of each month thereafter, District agrees to remit to Monterey one ninth (1/9) of the Annual Fire Service Fee for the first fiscal year, and one twelfth (1/12) of the Annual Fire Service Fee for each fiscal year thereafter

(c) Interest on Delinquent Payments. If District fails to pay the entire amount described in section 6.1(a) within thirty (30) days of the due date, interest shall accrue to the unpaid balance at the rate of 1% above prime per month or fraction thereof, compounded, on the amount due, from the date on which the remittance first became delinquent, until paid, plus a penalty of 10%. Any delinquency on or before a period of 30 days following the date on which the payment first became delinquent shall pay a second delinquency penalty of 10% in addition to the amount of the payment due and the 10% penalty first imposed.

(d) Terms of Material Breach by District. Failure by District to pay the amount(s) due pursuant to Section 6.1(c) plus the interest due pursuant to Section 6.1(c) within three (3) months of the due date shall constitute a material breach of this Agreement in accordance with Section 2.4 herein. Notwithstanding Article II of this Agreement, in the event of such material breach, Monterey shall have the right to terminate this Agreement upon the provision to Airport of three (3) months written notice of said termination, and the Term of this Agreement or any extension thereof shall be shortened accordingly. The termination shall not be effective if District pays Monterey all amounts due within thirty (30) days of such notice. Termination of this Agreement pursuant to this section shall not be construed to limit the right of Monterey to obtain, by any means available at law, any monies due to it from District pursuant to this Agreement.

(e) Terms of Material Breach by Monterey. Failure by Monterey to comply with the terms of this Agreement as outlined herein shall constitute a material breach. The District shall provide Monterey with written notice of a material breach within 10 days of the District's discovery of such material breach. Monterey shall have 90 days to cure such material breach (or other time period as the parties shall mutually agree) after Monterey's receipt of such notice of material breach. District may terminate this Agreement by giving Monterey written notice of termination of this Agreement within 10 days following the end of such 90-day period if such material breach is not cured, and such termination will be effective six months from the date of service of the notice of termination. If such notice of material breach or notice of termination is not given within such period, the material breach shall no longer constitute cause for termination of this Agreement.

## **6.2. Other Utilities, Communications Equipment and Fees.**

(a) Communications Dispatch Fees. Monterey will pay all Monterey County Communications Dispatch Fees on behalf of the Airport Fire Station. If this Agreement expires, lapses or is terminated, Airport will assume all responsibility and costs to maintain emergency communications dispatch services.

(c) Utilities. District will pay for the cost of electricity, sewer/waste, garbage, and water. Monterey will pay for other utilities deemed necessary by Monterey.

(d) Internet/Cable Services. The New Airport Fire Station will be internet and cable ready. Monterey shall be responsible to provide and pay for internet and cable services.

(e) Radio Upgrades. The District will be responsible for purchasing and providing NGEN radio system upgrades for all District owned vehicles and fire station. Monterey shall be responsible for the maintenance and operation of the upgraded radios.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

### **7.1 Mutual Indemnification.**

(a) Each Party shall indemnify, defend and hold harmless the other Party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

(b) Each Party shall protect, defend, indemnify and hold harmless the other Party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other Party as a result of or in connection with any actual or alleged breach of this Agreement by either Party.

(c) Notwithstanding the foregoing Sections 8.1(a) and (b), District shall remain liable for its own real and personal property damage (including, without limitation, autos, equipment, and apparatus, since it is retaining ownership of, insurable interests therein, and insurance on its property).

(d) Monterey shall be responsible for all third-party liability, including third-party property damage, caused by the negligence or wrongful acts of Monterey officers, officials, and employees resulting from Monterey's operation of Airport vehicles and equipment, or resulting from maintenance performed by Monterey pursuant to Section 5.2(b) of this Agreement.

(e) Monterey shall protect, defend, indemnify and hold harmless the District (including its officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), brought by third parties under the California Environmental Quality Act (CEQA) which may arise against or be incurred as a result of or in connection with any actual or alleged breach of the District's Revised Addendum to the Environmental Impact Report, and the Settlement Agreement and Release between the Parties dated April 20, 2022 resulting from Monterey providing an emergency mutual aid response on behalf of the District from the New Airport Fire Station. This paragraph is limited in scope and does not apply to any causes of action that are not related to an emergency response by Monterey from the New Airport Fire Station. In addition, this paragraph does not apply to any future or additional environmental review conducted by the District under CEQA or otherwise. Section 7.2, below, does not apply to this paragraph, which shall terminate when the Agreement terminates.

(f) Except for any duties either Party owes to the other pursuant to the provisions of this Agreement, nothing in this Agreement shall be construed to waive any legal protections or immunities available to the Parties under state or federal law. None of the provisions of this Agreement shall be

construed to waive, alter, or otherwise supersede the Settlement Agreement and Release between the Parties (Ag-10979) effective April 20, 2022.

(g) Accordingly, the Parties hereby expressly agree to waive the pro rata risk allocation contained in California Government Code section 895.6.

**7.2 Mutual Indemnification Obligations Survive Termination.** As to activities occurring or being carried out in performance of this Agreement before the termination date of this Agreement, the obligations created by Section 8.1 shall survive termination of this Agreement.

**7.3 Public Liability and Property Insurance.**

(a) Each Party shall maintain in effect, at its own cost and expense, throughout the Term of this Agreement and any extensions thereof, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$10,000,000 per occurrence.

(ii) Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$10,000,000 per occurrence.

(iii) If a Party employs others in the performance of this Agreement, that Party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

(iv) All risk property insurance, excluding earthquake and flood unless feasible, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property. In any event, Airport shall maintain property insurance coverage for all the real property, buildings and personal property, including equipment and apparatus described in Exhibit A.

(b) All insurance required by this Agreement shall:

(i) Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

(c) Prior to October 1, 2023, each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

**7.4 Immunity Preservation.** Nothing in this Agreement shall be read as waiving or limiting any defense to claims of liability otherwise available to fire personnel, and/or public employees, such as the defense of qualified immunity. Nothing in this Agreement shall be read as intending to create or creating a

higher duty of care on the part of either District or Monterey, or their officers, than would otherwise exist under existing law and the involved Party's own policies, practices, and procedures.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Amendments to Agreement.** No part of this Agreement shall be altered or amended without written Agreement of the signatory Parties, except that the following sections of the Agreement may be amended by mutual written Agreement of the Monterey City Manager and the Airport Executive Director:

(a) Section 4.2 – Duties of Monterey under this Agreement unless such amendment results in a substantive change in scope of services; and

(b) Article III – Facilities and Equipment provided by the District under this Agreement unless such amendment results in a substantive change in scope of services; and

(c) Section 8.4 - Exhibits attached to and incorporated into this Agreement.

8.2 **Assignment.** The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

8.3 **Dispute Resolution.** The Parties recognize that this Agreement cannot represent a complete expression of all issues that may arise during the performance of the Agreement. Accordingly, Monterey and District agree to meet and confer in good faith over any issue not expressly described herein to the end that District will obtain the best Fire Services possible under the most favorable economic terms and that Monterey will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within 30 calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual Agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any litigation brought related to this Agreement, the prevailing Party shall be entitled to recover its costs and attorney fees pursuant to California Civil Code section 1717.

8.4 **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

Exhibit A: Airport Facilities and Equipment Provided for Use to Monterey. This Exhibits shall be updated at least annually to include any new real property, buildings, equipment and apparatus acquired since the previous version, and any real property, buildings, equipment, or apparatus no longer in service and used to provide services pursuant to this Agreement.

Exhibit B: South Side Response Location

8.5 **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To Airport: Executive Director  
Monterey Regional Airport  
200 Fred Kane Drive #200  
Monterey, CA 93940

To Monterey: City Manager  
Monterey City Hall  
580 Pacific Street  
Monterey, CA 93940

8.6 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act, or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.7 **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties execute this Agreement hereto on the day and the year first written above.

ADOPTED BY:

MONTEREY PENINSULA AIRPORT DISTRICT, A Special District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael LaPier, Executive Director

CITY OF MONTEREY, A Municipal Corporation

DocuSigned by:  
*Hans Uslar*  
By: 6803AD3E4700432...  
Hans Uslar, City Manager

Date: 8/10/2023 | 10:55 AM PDT

APPROVED AS TO FORM:

DocuSigned by:  
*Christine Davi*  
By: 5B705B4D89CC4B2...  
Christine Davi, City Attorney  
City of Monterey

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott E. Huber, District Counsel  
Monterey Peninsula Airport District

**Exhibit A – Real Property, Buildings, Equipment and Apparatus to be Provided to City of Monterey by Airport**

The District owns and will provide for use the following Firefighting vehicles and equipment, subject to confirmation by the Parties prior to the effective date of the Agreement:

Year – 2008

Manufacturer – Pierce – Arrow XT

**Type I Structure Engine / ARFF Support**

1500 GPM

750 Gallons

Year – 2005

Manufacturer – Rosenbauer – Panther

**Aircraft Rescue Firefighting Vehicle (ARFF)**

1500 gallons

200 gallons of AFFF (foam)

450 Gallons Dry Chemical

Year – 2003

Manufacturer – E-One Titan HPR

**Aircraft Rescue Firefighting Vehicle (ARFF)**

1500 gallons

210 gallons of AFFF (foam)

450 gallons Dry Chemical

Year – 1996

Manufacturer – Ford F250

**4X4 Pickup Utility vehicle**

Year – 2008

Manufacturer – Pierce – Arrow XT

**Mobile Command Unit\***

5 computer work stations

7 Kenwood 5210 mobile radios w/headsets

1 MotoSat satellite dish with controller.

1 satellite phone

3- 20" tv screens

1 smart board

\*The Mobile Command Unit may be available for use by the other agencies or providers. Specific personnel must be trained and designated to operate this vehicle.

Use of the vehicle for other than Airport or airport events will be determined by the Executive Director or his designee. It is expected that an applicable reimbursement for cost for 'other than Airport use" will be established and billed to the requesting agency or provider.

The District owns and will provide for use the **ARFF Facility** at 1600 Airport Road, Suite A as follows:



SOUTH VIEW



NORTH VIEW



## **ADMINISTRATIVE AREAS:**

### **ENTRY**

The building is located completely within the Air Operations Area and only badged personnel will have access to the facility. Access controls will be provided at each entrance door including a door call button and intercom which will be located in the watch room to provide access if necessary.

### **WATCH ROOM**

The watch room is the firefighter work area. It should be located near both the day area and the ARFF apparatus bay. It is desirable for the watch room to have visual oversight of station operations, particularly the ARFF apparatus bay and a view of the airfield. The space will be large enough to seat up to two (2) personnel at workstations and an area for a printer.

### **CAPTAIN OFFICE | ARFF RECORDS**

The private office will be able to seat one (1) person at a workstation with two (2) guest chairs on the opposite side of the desk, have space for filing cabinets, bookshelves and a whiteboard. ARFF Records may be located in an adjacent storage room and will keep records of the stations files.

### **TRAINING ROOM**

The training room is the central work area of fire operations and is being designed as a flexible space that can support future daily operations and training needs of the fire personnel. This room will be able to seat up to three (3) personnel in classroom style seating have a countertop with base cabinets for storage and a monitor for presentations. The room may also be set up as a conference room to seat approximately 4 - 6 people.

### **CONFERENCE ROOM**

In addition to the training room, a conference room that can seat up to fourteen (14) people will be provided. This room may be combined with the training room for a larger meeting or training room.

### **UNISEX RESTROOM**

The single occupancy accessible unisex restroom will be located in proximity to the administrative or common areas and will include a lavatory sink and toilet. If warranted all restrooms will be single occupant to account for privacy and gender equity.

## **APPARATUS BAYS & SUPPRESSION SUPPORT AREAS**

The apparatus bays will house the ARFF, and Rescue vehicles with associated support spaces.

### **ARFF APPARATUS BAYS**

The ARFF Vehicles shall be backed into the station and shall face the air side of the building. There shall be 4 apparatus bays. The apparatus doors are 18 feet wide by 18 feet high overhead insulated doors with full glazing to allow views of the airfield and natural light into the apparatus bays. Each door or bay has a manual override to open or close the doors.

There is an area drain under the centerline in at least three (3) of the apparatus bays. The apparatus bays will include a battery charging alcove for communication devices that require charging.

The doors leading to the ARFF Bays are self-closing and have fire rated vision glass.

### **TURNOUT AREA**

The turnout area will house enough storage for up to twelve (12) fire personnel, each space is 24" deep and 24" wide.

### **AGENT STORAGE ROOM**

A foam suppressant tank and piped distribution system to the ARFF Apparatus Bays is provided. The foam is piped overhead to fill the ARFF vehicles from above. The foam room will include an exterior door for refilling and the size of the storage tank. The foam re-fill system will be provided at three (3) of the apparatus bays and shall include one bay that has "quick-fill" capabilities.

### **WORKSHOP & SCBA | NITROGEN**

The workshop area for equipment checking and minor repair work will have a workbench with base cabinets, a hazardous materials storage cabinet, rolling tool chest and a shop sink. Light maintenance of equipment is the primary function of the shop.

The workshop is adjacent to the SCBA | Nitrogen room with a self-contained breathing apparatus (SCBA) fill station and storage for the nitrogen bottles.

### **MEDICAL DECONTAMINATION ROOM**

The room will be adjacent to the apparatus bays and includes hazardous material bins, a stainless-steel freestanding sink with two compartments and eyewash with shower.

### **VEHICLE EXHAUST**

A vehicle exhaust system will be provided within the Apparatus Bay to contain the vehicle exhaust. The system will include an exhaust fan, guide track rail, exhaust ductwork, flexible hose connection and automatic disconnect control system.

## **FIRST AID ROOM**

The first aid room includes a lockable cabinet from for narcotics storage. Another cabinet with full height shelving and a countertop is provided for re-stocking of medical supply bins for the EMS vehicle.

## **GEARWASH & DRYING ROOM**

These room will include 24" deep full height freestanding shelving to store cleaning supplies and a mop sink, an extractor for the washing of Personal Protective Equipment (PPE) and a drying rack over a floor sink.

## **LIVING QUARTERS**

### **DORM ROOM, LOCKERS & RESTROOM**

There are 3 Dormitory rooms that will have (2) beds - Twin XL, wardrobe lockers, desk, and chair. Each dorm room would include a restroom with shower, lavatory sink and toilet. One of the dorm rooms is designed to allow for ADA accommodation.

### **KITCHEN, DINING AND DAY ROOM**

The day room, dining room and kitchen is open in a "great room" configuration. The day room area has direct access to the watch room and apparatus bays. The dining area can accommodate up to six (6) persons on a regular basis with the potential for expansion.

In the great room configuration, there is space for up to three (3) lounge chairs.

The kitchen includes residential Professional Style appliances - (1) 36" induction range, (1) 30" refrigerator/freezer, (1) sink with disposal and (1) dishwasher and (1) microwave. Appliances include an automatic shut-off button for use during response and for reset upon return from an event. Ventilation hood is residential style. The kitchen is ADA compliant in the height of the counters and for all appliance operations.

### **LAUNDRY**

This room contains a residential grade clothes washer and dryer, counter with sink, supply cabinets, and floor sink with mop rack. The laundry room is also be ADA compliant.

### **MULTI-PURPOSE ROOM**

This room is a flex space that will contain the station file area and exercise area.

### **SUPPORT AREA**

A trash enclosure is provided where waste, recycling and composting are provided. The enclosure will have a roof and hose bibb connection for cleaning and maintenance of the area. This area is located adjacent to the kitchen/day.

### **CONTROL SYSTEM**

An HVAC system with a web interface to allow remote monitoring of the system operation.

**FIRE PROTECTION**

A fully sprinkled building with zone control valves, tamper switches and paddle flow switches will be provided.

**EMERGENCY GENERATOR**

A standby diesel generator, 150kW/187kVA, will be installed. The generator is housed outdoors in a weatherproof enclosure. Generator has a sub-base diesel fuel tank with capacity for a run time of 72 hours.

**ELECTRONIC SECURITY SYSTEMS**

Access Control Systems will consists of card readers at two entry doors and entry telephone systems.

The following items are those which are available to be included in the new 2023 Fire Services Agreement, at the discretion of the Parties. Should any of the below items not be moved into the new fire station, those will be stricken and initialed by the Parties.

Location	Qty	Description	Quality
<b>Front Entry Area</b>			
		Antique aircraft flash helmet	Old
		Antique water and foam hand line air nozzle G.W. Rockwood	Old
		Antique aircraft firefighter hood	Old
		Antique Columbia hose & latter Co. glass picture	Old
		Antique combination nozzle brass (Elkhart)	Old
		Antique smooth bore nozzle bras ( Elkhart)	Old
		USAF Thunderbirds Print	Good
		Picture of helicopters and a ship llx14	Good
		Picture of US Navy Blue Angles 1994	Good
<b>Storage Room / Equipment Room</b>			
	1	Storage Box Command 6390 spare electrical parts	New
	1	Minitor IV Pager/ Battery/ Charger	Used
<b>Kitchen</b>	1	LG Refrigerator Model LFG25776ST/03	Used
	1	Kenmore Electric range 4 burner	Used
	1	Frigidaire dishwasher	Used
<b>Day Room</b>			
	1	14" x 24" Picture of 6490	
	1	Wood Kitchen Table	Used

<b>Furnace Room</b>	1	Sanitaire Vacuum Cleaner	New
<b>Captain's Dorm</b>	2	Twin size bed	Used
<b>Bunk Room (Bedrooms)</b>			Used
	1	Vacuum Cleaner Dirt Devil	Used
-	-	-	-
<b>Watch Room</b>	1	Lockable Key box	Used
	1	Radio Shack 200 Channel Scanner	Used
	1	7 x 50 Nikon Binoculars	Used
	1	Red Telephone no Dial pad	Used
	1	Radio Power supply RS35	Used
	1	TK 790 Kenwood Radio	Used
	1	Audio power amplifier	Used
<b>Laundry Room</b>			
	1	Clothing washing machine	Used
	1	Clothing Dryer	Used
			Used
<b>Gym</b>	5	Jump Rope	Used
	7	Weight lifting back belt	Used
	1	120 Lbs. Weilder Speed Weight Dumbbell set	Used
	1	18" Color TV with wall stand	Used
	1	Large Yellow exercise ball	Used
	1	Body Vision Leg Extension/ Bicep Machine	Used
	1	Smith machine	Used
	1	Olympic weight bar	Used
	1	Olympic curl bar	Used
	1	curling bar	Used
	1	weight bench	Used
	1	set 30 lbs dumbbell	Used
	1	Clubtec weight bench set with Olympic bar	Used
	4	45 Lb Plates	Used
	4	35 Lb Plates	Used
	4	25Lb Plates	Used
	4	10Lb Plates	Used
	4	5 Lb Plates	Used
	4	2.5 Lb Plates	Used
	2	Exercise mat	Used
	2	10Lb Dumb Bell set	Used
	2	20Lb Dumb Bell set	Used

	1	15Lb Dumb Bell set	Used
	1	5Lb Dumb Bell set	Used
	1	10Lb Dumb Bell set	Used
	1	25Lb kettle Bell	Used
	1	10LB Medicine Ball	Used
	1	15Lb Medicine Ball	Used
	2	Golds Gym Pushup Handles	Used
	4	Weight Bar Spring Clip Sets	Used
	1	Exercise Band	Used
	2	18" Tall box Jumps	Used
<b>EMS-870</b>		<b>American Pace Trailer V.I.D. #40LAB1826KP004522</b>	
	1	Kenwood TK-5710	New
	1	Kenwood Med-Net TK-790	New
	1	25' / 12-4 Electrical Cord	Good
	4	500 Watt Quartz Halogen Lights	Good
	1	(4) outlet Junction box with 12' cord	Good
	2	Pigtails	Good
<b>FOAM TRAILER</b>		<b><i>FULTON FOAM TRAILER with plastic tank which holds 300 gallons of "B" Foam.</i></b>	
	1	50' long black suction hose	
	1	Electric motor	
	40	5 gallon buckets of foam totaling 200 gallons	
<b>CRIBBING TRAILER</b>		<b><i>BIG TEX 8' X 12' CRIBBING TRAILER</i></b>	
	2	Aircraft dollies	Good
	1	Michelin 12R22.5 spare tire for 6311FRONT	Good
	1	Michelin 395-85-R20 spare tire for C-6351	Good
	1	Spare Rim for 6311	Good
<b>APPARATUS BAY</b>	1	100' 3/8 Air Comp. hose	Good
	1	Tire Fill with pressure gauge	Good
	1	Air chuck hose spray	Good
	1	80 gal 100 PSI 240v standing air compressor	Good
	1	12 gal Shop Vac	Good
	3	100' shop extension cords	Good
	1	10' 3-rack hose rack	Good
	3	100' 1" hose	Good
	10	100' 1 3/4 High Combat hose	Good

	2	100' 11/2 Cotton hose	Good
	3	100' 13/4 Key combat hose	Good
	3	2x4 wood step chocks	Good
	2	Nitrogen storage bottles	Good
	1	Wesco Platform Lift Model SPL-60-2424 w/ bottle of UN 1066 Nitrogen	Good
	1	85-1010 12v 2/40/60/200 amp Battery Charger	Good
	1	24" x 24" desk	Good
	1	Fire Extinguisher 9 1/2 lb ABC	Good
	1	Real Craft Power cord reel w/ 100' 50 amp cord	Good
	1	ABC F. E.	Good
	3	Class D Fire Extinguishers	Good
	2	Purple K Fire Extinguisher	Good
	1	ABC Fire Extinguisher	Good
	1	Halon Fire Extinguisher	Good
	1	Flammable Liquid Cab 18x18x36	Good
	1	Red hand held Sears Tool box - Hydrant Tools	Good
	1	Hand held tool box misc tools, Screwdrivers, pliers, hammer	Good
	1	20 bottle storage rack SCBA	Good
<b>APPARATUS BAY:</b>	1	Bench vise	Good
<b>WORKBENCH</b>	1	Hand wood saw	Good
	1	Soldering Iron	Good
	1	Measure wheel Model MM-12 twin	Good
	1	Grease gun	Good
	1	Hydraulic bottle Jack 20 ton	Good
	1	Hydraulic bottle Jack 10 ton	Good
	1	Eagle 2 gallon gas can - metal	Good
	1	1 gal plastic fuel can	Good
	1	2 gal plastic fuel can	Good
	1	6/12v Battery Charger	Good
	1	Heavy Duty 24" pipe wrench	Good
	1 ST	Foldable saw horses	Good
	1	8' Fiberglass stepladder	Good
	1	4' Fiberglass stepladder	Good
	2	Creepers	Good
	1	Funnel	Good
<b>TOOL BOX</b>	1	12 drawer tool box on wheels	Good
	2	Framing hammers	Good

	2 STS	Misc socket set 1/2	Good
	2	20 Piece Hex Key Allen set	Good
	2 STS	Misc socket set 3/8	Good
	10	Misc sizes Philips-head screw drivers	Good
	7	Misc sizes Flat-head screw drivers	Good
	1	Ryobi drill bit set	Good
	1	Box cutter	Good
	1 ST	Jewelers screw driver set	Good
	1 ST	Standard box/open end wrench set - Craftsman	Good
	1 ST	Metric box/open end wrench set - Craftsman	Good
	1	12 Sears Crescent wrench	Good
	5	Needle nose pliers	Good
	2	Channel lock pliers	Good
	1	Pliers	Good
	1	Tin snip shears	Good
	1	8" Mill Bastard file	Good
	2	10" Mill Bastard file with handle	Good
	1	12" Mill Bastard file	Good
	1 ST	Metric nut driver	Good
	1	File chain sharpener chain file 8" size 7/32"	Good
	1	12v Test light	Good
	1	Model KD 2010 Oil filter wrench	Good
	1	Craftsman tork wrench	Good
	1	Hacksaw	Good
	3	Putty Knives	Good
	1	Electric etcher	Good
	1	Calk gun	Good
	1	4 lb Sledge hammer	Good
	1	3/8 Socket kit	Good
	1	1/2 & 3/8 Driver socket kit	Good
	1	Zert grease gun	Good
	1	Bolt cutter 12" Handles	Good
	1	Metal/Magnet nut and bolt tray	Good
	1	Window squeegee with bug scrubber	Good
	1	Wire wheel drill tip size	Good
<b>APPARATUS BAY:</b>			
<b>SUPPLY CLOSET</b>			
	4	Hydrant wrench	New
	4	Spanners	New



	1	Hydrant/ spanner mount	New
	1	Compact CS 2000 scale	New
	2	1000 ml Foam testing plastic beakers	Used
	1	Hydrant Test gage in wood case 2 1/2"	
	1	Pito Gauge test kit	U - Good
	1	Red Hydrant testing tool box misc tools	Used
	1 BX	Assorted Hydrant gaskets 2 1/2"	Used
	4	Drop bags	Used
	2	Grease guns	Used
<b>TOP SHELF</b>	1	Command Flag	Used
	2	Foam filler funnels	Used
	1	Come along	Used
	3	Water keys	Used
	1	Shovel	Used
	1	Rubbish hook	Used
	1	EMS CPR Bag	Used
	4	CPR JR Manikins	Good
	4	Adult CPR Manikins	Good
	1	Holmatro Rescue tool pump	Used
	2	Wheel Chalks	Used
	1	5 gal Jerry can	Used
	1 BAG	Assorted extension cords and pigtails	Used
	3 BAGs	Rescue rope	Good
<b>APP BAY, SUPPLY CLOSET</b>	1	Traction splint	Good
<b>cont'd.</b>	1	KED	Good
	3	5" hose clamps	Good
	2	Electric blowers	Good
	1	Portable 100 watt Halogen Lite	Good
	10	TK290 Radios, battery, Pelican case	Good
	1	Moulage kit	Good
	1	4 1/2" Carlon valve	Good
	1	5" Stortz to 3 2 1/2	Good
	1	Large red tool box, misc appliances	Good
	1	Fishing tackle box moulage kit	Good
	1	Honda generator EB 5000X	Good
	1	Husqvarna 372xp chainsaw	Good

<b>TRAINING OFFICE</b>	10	TK 290 Radios, Batteries, Pelican 1610 case	Old
<b>TRAINING ROOM</b>	1	NDPCI Backpack with Laptop and Digital Sony Camera	New
	1	Movie screen	Old
	1	View Sonic Projector, desktop	New
	1	36" Flat screen Sony with wall mount	Used
<b>6311 Now 6416</b>		<b>2008 Pierce</b> Vin# 4P1CA01F68A008775	
<b>CAB</b>		Pioneer Back-up camera	New
		Setcom head set system 4 Headsets	New
		Whelen Direction Indicator	New
		TK5710	New
		Bullard TIC	Good
		TK 5210 and charger	Good
	2	Box LTS	Good
	3	Traffic vest	Good
	2	Big ED Flashlight	Good
	1	TIF8800 Combustible Gas Detector	Good
	3	Heads up Lite Model 2620	Good
	1	Spare TIC Battery	Good
	1	VENTIS MX4 Aspirated Monitor Gas Detector	New
	1	EMS Fanny pack	Good
		Map Books	Good
	2	Wildland Fire Shelters under Capt. Chair	Good
<b>GLOVE BOX</b>		Hot Shield - ICOM Hand Mic	Good
	1	ERG Manual - Key box	Good
		12x50 Bushwell Binoculars	Good
<b>COMPARTMENT #1</b>		<i>OVER CROSS LAYS</i>	
	1	Macloud	Good
	2	Back boards	Good
	1	Rubbish Hook	Good
	1	New York Hook	New
		Foam suction hose	Good
<b>COMPARTMENT #2</b>		<i>ENGINE PANEL</i>	
		Spanor Wrench & Hydrant wrench with mounting holder	Good
		Auto Hydrant Valve Remote	New
	7	Traffic cones	Good
		2 1/2 Filler hose aprox 25'	Good

		Hwy Triangles	Good
	1	Red DANGER tape	Good
	1	FIRE LINE TAPE	Good
	3	Red and white stripe tape	Good
	13	Flares	Good
	1	Rubber Mallet	Good
	1	4 1/2 to 4" Hydrant reducer	Good
	1	Can Liquid Wrench	Used
<b>6311 (6416), COMP #2, cont'd.</b>	2	1.5 NH to INPSH	Good
		INH to GHT	Good
		2.5 to 2.5 Female Adapter	Good
	2	2.5 to 2.5 Male Adapter	Good
	2	2.5 NH to 1.5 NH Reducer	Good
	2	1.5 to 1.5 Female Adapter	Good
	2	1.5 to 1.5 Male Adapter	Good
	1	1 1/2 Smooth Bore Tips	Good
	1	1 1/4 Smooth Bore Tips	Good
	1	1" Smooth Bore Tips	Good
	1	4 1/2 to 4" Hydrant reducer Adapter	Good
	1	2 1/2 to 5" Stortz Adapter	Good
	1	2 1/2 to 1 1/4 Gated WYE	Good
	1	1" TFT Wildland Nozzle	Good
	1	1 1/2 NH Wildland T	Good
	1	Wildland Hose Clamp	Good
	4	5" Spanor Wrench	Good
	1	Brass 2 1/2 - 1 1/4 Reducer	Good
	1	18' Chanel Lock Pliers	Good
	1	Folding Plastic Spanor Wrench	Good
	1	2 1/2" Portable Manifold w/ (2) 1" 3/4 outlets and (1) 2 1/2 Outlet	Good
<b>COMPARTMENT #3</b>		<i>DRIVER SIDE</i>	
	1	Red 25' Low Pressure Hose	Good
	1	Red Sprinkler Head Kit with Heads and Clamps	Good
	1	Makita Saw with Mix Blades	New
	1	Makita Cordless Drill with x2 Batteries, Bits Pouch and Charger	New
	1	Crash Kit Green Canvas	Good
	1	Gray Tool Box with Mix Tools for Vehicle Service	Good
	1	"Next Generation" Slim Jim tool kit	Good
	1	Sump Pump	Good

	1	Lock Out Tag Out Box - "RED"	Good
	1	Red bag of plugs, various sizes	Good
	1	Red bag 200 ft Utility rope with D-Rings	Good
	1	Class A PW Fire Extinguisher	Good
			Good
<b>COMPARTMENT #4</b>	1	Tempest Blower fan 18"	Good
	1	100' Electric cord reel	Good
	1	Red salvage cover	Good
	1	Blue salvage cover	Good
	1	Brown Canvas bag, misc cords, pigtails	Good
	1	Red stack-on tool box, board up supplies, ie: stapler, hammer	Good
<b>6311 (6416), COMP #4, cont'd.</b>	1	Box	Good
	2	Small Halogen spot lights 4"x 5"	Good
	1	Ridgid pigtail Male to three Female	Good
	1	12" Male to Female adapter	Good
<b>COMPARTMENT #5</b>		<i>TAILBOARD -REAR ENGINEER TOP COMPARTMENT</i>	
		6' and 8' Pike poles	Good
		10' Attic Ladder	Good
		<i>LOWER ENGINEER BOTTOM COMPARTMENT</i>	
		24' Extension Ladder	Good
		14' Roof Ladder	Good
		<i>CENTER REAR COMPARTMENT</i>	
		Blitzfire	Good
		Automatic Hydrant valve	New
		5" Harrington LOH Gated valve	New
		Hydrant Wrench	Good
	2	Spannor wrenches	Good
	4	4" Stortz Adapter	Good
		50', 25' LOH	Good
<b>COMPARTMENT #6</b>		Husqvarna Chainsaw	Good
		Husqvarna Ventmaster 371 circular saw	Good
	2	Gas cans: (1) regular fuel, (1) mixed fuel	Good
		Chainsaw maintenance kit	Good
		Garbage bags	Good
		Chaps	Good
		Spare Chain	Good

		Push broom	Good
		Windshield cutter	Good
		Seat belt cutter	Good
		Blue tarp	Good
		Halmatro rescue tools: cutters, spreaders, ?	Good
		Sparkless shovel	Good
		Halmatro powerplant and hose reel	Good
		Ice chest	Good
<b>COMPARTMENT #7</b>		<b>CAPTAIN SIDE - MID</b>	
	1	Halmatro airbag HKB-20	Good
	2	Halmatro airbag HKB-29	Good
	1	Black Wildland hose pack w/ yellow pouch: 1- hose clamp, 1- wildland tee	Good
<b>6311 (6416), COMP #7, cont'd.</b>	2	100' 1 1/2 "Cotton wildland hose	Good
	1	Rectangle piece of plywood	Used
	1	Black wildland pack	Good
	1	Wolfpack hose clamp & black hose clamp pouch	Good
	1	100' 1 1/2 "cotton wildland hose	Good
	1	100' 1" Cotton wildland hose with nozzle	Good
	1	100' 1 1/2" Cotton wildland hose with nozzle and bale	Good
	1	Pack k12 Disc blade, x2 pieces inside	Good
	1	Set air chisel inside black MSA case	Good
	1	Set air bag hoses & x2 connectors for airbags, inside black MSA	Good
	1	2 1/2 to 1 1/2 Reducer - black	Good
	1	TFT 1 1/2 nozzle with handle	Good
	1	2 1/2 to two 1 1/2 wye	Good
	2	Hotel pack straps	Good
	1	TFT 1 1/2 nozzle no pistol grip	Good
	1	2 1/2 to 1 1/2 Reducer	Good
	4	50' Orange 1 1/2 Hotel type hose	Good
	2	Red webbing	Good
<b>COMPARTMENT #8</b>	1	Blue Survivor water vacuum with hose	New
	1	Yellow canvas large area search bag with rope	Good
	1	Blue canvas Ric bag with 1 interspiro bottle	Good
		Pliers	Good
		Wood chocks	Used
		Red drag sled	Good

		Buddy breathing line	Good
		Quick fill hose	Good
	1	Red canvas EMS Bag	Good
	1	Oxygen bottle spare	Good
	1	OB Kit	Good
	1	S-cort suction	Good
	1	AED Philips Heart Saver	Good
	1	Blue emergency burn kit	Good
	1	Blue bag air splints - (4) total	Good
	1	Blue bag c-spine collars	Good
<b>COMPARTMENT #9</b>	2	Pick head axe 36" with leather case and belt	Good
	1	24" Yellow handle bolt cutters	Good
	1	20" Crow bar	Good
	1	Red handle 36" long bolt cutters	Good
	1	101b Sledge hammer	Good
<b>6311 (6416), COMP #9, cont'd.</b>	1	Pick head axe	Good
	1	Gas shut-off key	Used
	1	TFT Res-Q RENCH, yellow handle	Good
	1	4' New York Hook	New
	1	Helagon	Good
	1	Flat head ax	Good
	1	K-Tool kit	Good
	1	Cable cutter for batteries	Good
	1	Peak & Peel kit	Good
	1	Ferno Trac splint	Good
	1	Kendrick	Good
	2	Yellow step chocks	Good
	3	Rescue Jack's w/ straps and clips	Good
<b>TOP OF UNIT</b>			
<b>COMPARTMENT #1</b>		<b>ENGINEER SIDE</b>	
<b>COMPARTMENT #2</b>	2	Water keys	Old
	1	Squeegee	Good
	1	Water vacuum suction wand	Good
<b>COMPARTMENT #1</b>		<b>CAPTAIN SIDE</b>	
	1	Polaskie	Good
	1	5 gal Wildland back pack	Good

	1	Mccloud	Good
	1	Round nose shovel	Good
<b>COMPARTMENT #2</b>	1	4' Round nose shovel	Good
	1	Broom Corn	Good
	1	Flat tip shovel	Good
<b>HOSE BED</b>		1000' 5" Angus	Good
		600' 2 1/2 Red	Good
		300' 1 3/4 High combat	Good
	1	TFT 1 3/4 Nozzle	Good
<b>CROSS LAY</b>		400' High Combat	Good
<b>FRONT BUMPER</b>		100' 1 3/4 Rubber Booster Line	Good
<b>SPARE EQUIPMENT</b>		<b>EQUIPMENT ONLY from 6352</b> -- apparatus is NOT leased to Monterey{6352, <b>1190 Amertek</b> , VIN/I B9A3Y288KD03216, Model CFRV 6000/BSP, 1500 Gal water)	
<b>CAB</b>	2	Box LT	Good
	1	Drop Bag	Used
	1	Large rubber wheel chock	Good
	2	Kenwood TK-5210	Good
	1	Icom portable radio	Good
	1	Cell phone & charger	Good
	1	SCBA mask & bag	Good
	1	Metal clip board w/ box	Good
	1	EMS fanny pack	Good
	1	Kenwood TK 5710	Good
	1	Telex intercom head set	Good
		Map books	Good
	1	Bushnell binoculars	Old
	1	Bendix King mobile radio (airport tower com)	Old
	1	MCI bag	Good
<b>JUMP SEAT</b>		<b>DRIVER SIDE</b>	
<b>COMPARTMENT 111</b>		Jumper cables	Good
		Traffic triangles	Good
	1	9x9x16 Tool box - miscellaneous hand tools	Good
<b>COMPARTMENT #2</b>		100' 1" Hard line on cord reel	Good
	1	Brass 1" bail	Used

<b>COMPARTMENT #3</b>	1	5" Hose clamp	Used
	1	Halon 1211 Fire extinguisher	Good
		200' Power extension cord on reel	Good
	1	D Fire extinguisher	Good
<b>COMPARTMENT #4</b>	2	Halogen portable flood Lights	Used
	2	2 1/2 Filler hoses Appox 20' each	Good
<b>COMPARTMENT #5</b>	1	Canteen	Used
	2	Spanner wrench	Good
	1	Hydrant wrench	Good
	1	Rubber mallet	Used
	1	Brass - bail	Used
	1	<b>TFT</b> 1 3/4 Combo nozzle	Good
	1	Akron combo gallon nozzle 30-125	Good
	2	2 1/2 to 1 3/4 Reducer	Good
	1	2 1/2 Smooth bore w/ bail	Good
	1	Hose roller	Good
	1	2 1/2 Foam nozzle	Good
	1	2 1/2 to 1 3/4 WYE	Good
	1	Hydrant combo wrench tool	Good
	1	Petroleum jelly, 13 oz.	Good
<b>TAIL BOARD</b>	2	12" Spanner wrench with handle	Good
	1	Hydrant wrench with holder	Good
<b>COMPARTMENT #6</b>		<b>TOP SHELF</b>	
		Traction splint	Good
		KED (Kendrick Extrication Device)	Good
		Burn dressing kit No. 122	Good
		Canvas Tool Roll (Crash Kit - Same on 6311, 6351)	Good
		Hand saw	Good
		Hacksaw	Good
		Hatchet	Good
		Linesman Pliers	Good
		Vise grips	Good
	2	Standard screw drivers	Good
	2	Phillips screw drivers	Good
	1	12" Bolt cutter	Good
	1	12" Steel hook w/ 48" rope attached	Good



<b>BOTTOM SHELF</b>		EMS Bag	Good
		C-Spine Bag	Good
		Spare 02 bottle	Good
		Emergency blanket	Good
<b>COMPARTMENT #7</b>	1	Red salvage cover	Good
	1	Blue salvage cover	Good
		Set wood wheel chock	Good
		Milwaukee sawzall	New
		Oil snake	Good
<b>COMPARTMENT #8</b>		Halogen with strap	Good
		Flat head axe w/ strap	Good
		Plastic snow shovel	Good
<b>COMPARTMENT #9</b>		200' 1" Rubber booster hose on reel	Good
		1" TFT nozzle	Good
<b>COMPARTMENT #10</b>			
	5	Road flares	Good
	1	Large bolt cutters	Good
<b>JUMPSEAT</b>		<b>BEHIND CAPTAIN</b>	
	1	Fire Axe	Good
<b>TOP OF RIG</b>		200' 1 3/4 Key combat hose rear	Good
		300' 3" Rubber hose angas	Good
	1	Little Giant ladder	Good
	1	Back board	Good
	2	Push brooms	Good
	3	Traffic cones	Good
	2	TFT 1 3/4 nozzle	Good
	1	8' Pike	Good
	1	10' Pike	Good
		200' Key combat hose cross lay	Good
<b>6351 Now 6456</b>		Crash 6351= 2005 Rosenbauer Class B VIN# 1R94NA6885W490998	
		1500 gallons of water	
		150 gallons of foam	
		500 lbs. Purple K dry chemical	

<b>CAB</b>		Kenwood radio bass mount TK-5710	
		Garmin Street Pilot GPS, 1 remote control 4 GPs	
	1	Wheel chock	Good
	1	Set of hearing protection	Good
	1	PA 300 Series	Used
	2	Setcom Radio System 1300 w/ mic	Good
	1	ICOM F.A.A. Radio w/ mic	Good
	2	Setcom headsets	Old
	2	Kenwood portable radios TK-5210	Good
	1	ICOM portable tower radio	Good
	2	Streamlight flash lights (orange)	Old
	2	Rope bag	Good
<b>6351 (6456), CAB, cont'd.</b>	1	MSA Tic	Good
	1	TIF 8800 A combustible gas detector	Used
	1	Heart Start AED Philips	Good
	1	Burn dressing kit	Good
	1	Red canvas EMS bag, full compliment	Good
	1	Spare SCBA mask #37	Good
	1	Clip board	Good
	1	Panasonic 800x digital video camera	Good
	1	Kodak IOx 200m camera	Good
	1	Emergency Response to Terrorism book	Good
	1	LCES Book	Good
			Good
<b>DRIVER SIDE</b>			Good
<b>DOORI</b>		Pump panel	Good
	1	Foam hose filler	Good
	1	Setcom headset	Good
			Good
<b>DOOR2</b>	1	Red emergency warning triangle kit	Good
			Good
<b>DOOR3</b>	2	Hydrant wrenches	Good
	1	Rubber mallet	Good
	1	Brass 1 3/4 - 1" male adapter	Good
	2	Brass 2 1/2 female adapter	Good
	1	Brass 2 1/2 male adapter	Good
	1	18" long bolt cutters	Good
		150' of 1 3/4 key combat hose	Good
	<b>1</b>	Dual pressure automotive nozzle TFT-H486293	Good
			Good

<b>DOOR4</b>	1	TNT Rescue lift bag control unit	Good
	5	Rubber lift bag hose line - red, yellow, green, blue, gray	Good
	1	Western Enterprises gauge	Good
	1	Set spanner, hydrant kit	Good
	1	Tempest blower 18"	Good
	1	3" Filler hose 25'	Good
			Good
<b>DOORS</b>		TNT Rams, 1.9", 1.12", 1 - 18", 1 - 27"	Good
			Good
<b>DOOR6</b>	2	TNT hydraulic hoses - blue, red, 50' long	Good
	1	Gallon can of fuel	Good
	1	Blue tarp	Good
			Good
<b>6351 (6456), PASSENGER SIDE</b>			Good
<b>DOOR7</b>	1	Push broom	Good
	1	Fire extinguisher - Type "D" 30 lb.	Good
			Good
<b>DOORS</b>	2	18X18 Lift bags	Good
	2	22x22 Lift bags	Good
	2	24x24 Lift bags	Good
	2	30x30 Lift bags	Good
	1	Wheel chock	Good
			Good
<b>DOOR9</b>		TNT Rescue power unit - gas 6.5 hp	Good
			Good
<b>DOOR 10</b>		Multi agent hose reel	Good
			Good
<b>DOOR 11</b>	1	TNT Spreader S-100	Good
	1	TNT Cutters	Good
	1	Plastic two part shovel	Good
	2	Two Red airplane chocks	Good
			Good
<b>DOOR 12</b>		Fire extinguisher Halotron 15.5 lb.	Good
	1	Crash kit in a canvas bag	Good
	1	Hydrant & spanner kit	Good
<b>ROOF</b>	1	Little Giant ladder	Good
<b>6391 Now 6496</b>		UTILITY- 1996 Ford F-250 4x4 Gas Motor VIN# 1FTHX26G9TEB49626	
<b>CAB</b>	1	Sony AM/FM stereo	Good

	1	Kenwood TK-5210	Good
	1	Icon tower radio	Good
	1	Fire extinguisher A, B, C 1 lb.	Good
	1	Kenwood base mount TK-5710	Good
	1	Verizon phone	Good
	1	Garmin Nuri GPS	Good
	2	Orange Nite Tracker 150,000 candle power flash lights	Good
	1	Bendix tower radio base mount	Good
	1	Nikon 7x35 binoculars	Good
<b>BED OF TRUCK</b>	1	Husky diamond plate tool box 20"x5'	Good
	1	Red canvas EMS bag	Good
	1	Crash kit canvas	Good
	1	Set jumper cables	Good
	1	Blue bag C-spine collars	Good
	1	Push broom	Good
<b>6391 (6496), Bed of Truck, cont'd.</b>	1	Plastic two-part shovel	Good
	2	18" road cones	Good
<b>6458</b>		2003 E-One Titan HPR 1500 ARFF - VIN# 4ENGAAA8321005423	
		<b>END</b>	

**EXHIBIT B – South Side Response Location (in Red Outline)**



**AGENDA ITEM: G-3**  
**DATE:** August 16, 2023

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
**SUBJ:** Resolution No. 1855 A Resolution Approving A Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

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

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

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

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

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

The Federal Aviation Administration (FAA) can furnish by contract, material, supplies, equipment, and services which the Project requires and staff have determined should be obtained from the FAA.

This Agreement provides funding for the FAA to complete Engineering and Technical Support to Relocate Remote Transmitter/Receiver (RTR) Cables.

**STAFF ANALYSIS.** Staff requests that MPAD execute the agreement with the Department of Transportation Federal Aviation Administration, Western Service Area in the amount not-to-exceed \$ 81,834.00.

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

**SOURCE OF FUNDS.** Initially the District will fund these costs but when a grant is submitted it will include AIP at 90.66% (\$74,191.00) and PFC at 9.34% (\$7,643.00).

**IMPACT ON OPERATIONS.** There will be temporary and intermittent impacts on Airport Operations and passenger parking. Adverse impacts will be minimized as best possible and coordinated well in advance with users and tenants.

**SCHEDULE.** The expectation is that the improvements will begin in late September 2023.

**STAFF RECOMMENDATION.** Adopt proposed Resolution No. 1855 Approving A Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

**ATTACHMENTS.**

Resolution No. 1855  
Reimburseable Agreement

## **RESOLUTION NO. 1855**

### **A RESOLUTION APPROVING A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND MONTEREY PENINSULA AIRPORT DISTRICT**

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

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

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

**WHEREAS**, The Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Monterey Peninsula Airport District (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA; and

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

**WHEREAS**, This Agreement provides funding for the FAA to complete Engineering and Technical Support to Relocate Remote Transmitter/Receiver (RTR) Cables.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD execute the agreement with the Department of Transportation Federal Aviation Administration, Western Service Area in the amount not-to-exceed \$81,834.00 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 16th day of August 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 16th day of August 2023

MaryAnne Leffel, Chair Pro Tem

A T T E S T

Michael La Pier, A.A.E  
District Secretary

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

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

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Monterey Peninsula Airport District** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and **Monterey Peninsula Airport District**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

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

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

B. The FAA will perform the following activities:

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

C. The Sponsor will perform the following activities:

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

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

#### **ARTICLE 4. Points of Contact**

##### **A. FAA:**

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Savorn Thy** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2810** or via email at **savorn.thy@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, Communications Engineering Center ELS** will perform the scope of work included in this Agreement. **Vivian Tran** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(424) 405-7527** or via email at **vivian.tran@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

##### **B. Sponsor:**

**Monterey Peninsula Airport District**  
**Dan Johanson**  
**200 Fred Kane Drive, Suite 200**  
**Monterey, CA 93940**  
**Telephone: (831) 402-0731**  
**Email: djohanson@montereyairport.com**

#### **ARTICLE 5. Non-Interference with Operations**

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

## **ARTICLE 6. Property Transfer**

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

## **ARTICLE 7. Estimated Costs**

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

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

## **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

## **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The

sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

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

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

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

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

## **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

## **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

## **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

## **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.



#### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

#### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

#### **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

#### **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

#### **ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

## **ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

## **ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

## **ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

### **AGREED:**

#### **FEDERAL AVIATION ADMINISTRATION**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

#### **MONTEREY PENINSULA AIRPORT DISTRICT**

SIGNATURE \_\_\_\_\_  
NAME Chris Morello  
TITLE Deputy Director  
DATE \_\_\_\_\_

**AGENDA ITEM: G-4**  
**DATE:** August 16, 2023

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
**SUBJ:** Resolution No. 1856, A Resolution Authorizing and Approving the Service Agreement between the Monterey Peninsula Airport District and Runway Safe

**BACKGROUND.** The Monterey Peninsula Airport District (MPAD) Board of Directors has previously adopted a FY 2024 Capital Improvement Program (CIP) Budget on June 21, 2023 via Resolution 1848. The District-Only funded Capital Improvement Projects 2024-03, Airfield and Property Maintenance was included as a FY24 capital improvement project. This project is Exempt from California Environmental Quality Act (CEQA) per exemption Article 19, Section 15301, Class 1.

**SCOPE OF WORK.** In 2015 the Airport installed two Engineered Materials Arrestor System (EMAS) beds at Monterey Airport (MRY) for Runway 10R/28L. The maintenance standards for this product recommend, since it has been eight years since that installation, that a Field Strength Test (FST) be conducted on each of the EMAS beds. The on-site portion of the test consists of a visual inspection of the two beds and collecting 3 samples each from 10 randomly selected blocks on each bed, to determine whether the EMAS system has maintained its predicted designed arresting capability. In addition, an additional core sample will be taken from each of the 10 selected blocks of each bed for moisture testing. The core samples will be tested at the Runway Safe lab. The data will be compiled and reviewed by Runway Safe engineers, and a final report will be provided to MRY with the final results and recommendations.

**IMPACT ON BUDGET.** The fees associated in the contract with Runway Safe are included in the FY24 CIP budget.

**SOURCE OF FUNDS.** The project is a District only funded project with a total project cost of \$64,000 (budgeted at \$75,000).

**IMPACT ON OPERATIONS.** There will be limited impact on Airside airport operations. The project team will work with Air Traffic Control when completing the testing to minimize any disruptions.

**SCHEDULE.** The proposed contract anticipates testing shall be scheduled to commence on or around September 1, 2023.

**RECOMMENDATION.** Adopt proposed Resolution No. 1856, A Resolution Authorizing and Approving the Service Agreement between the Monterey Peninsula Airport District and Runway Safe.

**ATTACHMENTS.**  
Resolution No. 1856  
Runway Safe Firm-Fixed Price Quote

**RESOLUTION NO. 1856**

**A RESOLUTION AUTHORIZING AND APPROVING THE SERVICE AGREEMENT BETWEEN  
THE MONTEREY PENINSULA AIRPORT DISTRICT AND RUNWAY SAFE**

**WHEREAS**, on June 21, 2023 Resolution 1848, A Resolution Authorizing and Approving the Operating Budget and Capital Budget of The Monterey Peninsula Airport District (MPAD) for Fiscal Year 2024 was adopted; and

**WHEREAS**, District-Only funded Capital Improvement Projects 2024-03 Airfield and Property Maintenance is included as a FY24 capital improvement project; and

**WHEREAS**, This project is Exempt from California Environmental Quality Act (CEQA) per exemption Article 19, Section 15301, Class 1.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** That MPAD contract with the firm of Runway Safe to conduct a Field Strength Test (FST) on the two Engineered Materials Arrestor System (EMAS) beds at Monterey Airport (MRY) for Runway 10R/28L in an amount not-to-exceed \$64,000.00.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:** This 16th day of August 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 16th day of August 2023

Mary Ann Leffel, Chair Pro Tem

**A T T E S T**

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



July 24, 2023

Monterey Regional Airport  
Attention: Chris Morello, Airport Manager

Subject: Field Strength Test (FST) to the EMAS (Engineered Materials Arrestor System) at Monterey Airport (MRY)  
Reference: Field Strength Test (FST) for Runway 10R/28L

Dear Chris:

Thank you so much for having Larry meet with me on the beds and discussing your inspections and needed repairs. He was a very gracious host and takes great pride in the beds.

The FST requires two Runway Safe trained representatives will travel to Monterey to perform the testing. The on-site portion of the test consists of a visual inspection of the two beds and collecting 3 samples each from 10 randomly selected blocks on the beds to determine whether your EMAS system has maintained its predicted designed arresting capability, along with an additional sample for moisture testing. Runway Safe will take a core sample from each of the ten blocks for moisture testing to be performed in our lab.

The data will be compiled on and reviewed by Runway Safe engineers, and a final report will be provided to MRY with the results and recommendations. If any large repair work is identified Runway Safe will provide a separate proposal for that work. Runway Safe can usually deliver the report within 4-6 weeks of the fieldwork. The Runway Safe personnel will require four (4) to six (6) hours of daylight time for the sampling and the visual inspection. Upon receipt of written approval, our team will be able to mobilize within approximately 30 days.

We are assuming daylight hours also as this yields a considerably more thorough inspection than one done at night under lights. Runway Safe will arrive on site at a time to be coordinated with the airport to perform the Field Strength Test.

<b>FST RUNWAY 8:</b>	<b>\$38,000.00</b>
<b>FST RUNWAY 1:</b>	<b>\$38,000.00</b>
<b>DISCOUNT FOR INSPECTIONS OCCURING IN SAME VISIT:</b>	<b>(\$12,000.00)</b>

**Total cost for a Field Strength Test (FST) inspection of the two (2) EMAS beds: \$64,000.00**

***Due to global supply challenges Runway Safe may require up to twenty (20) weeks from receipt of a Notice to Proceed (NTP)/ Purchase Order (PO) to have the materials ready to make your necessary repairs. Please be advised, due to the number of projects for this year, your actual ship date will be based on when the purchase order is received. All shipments will be processed on a first come-service basis.***

Thank you for the opportunity to make this proposal. Please do not hesitate to contact me if you have any questions or if I can be of any additional assistance in this matter.

Sincerely,

Dana J Pepper C.M.  
Life Cycle Management Director  
Ph: (856) 508-4977  
Email: [dana.pepper@runwaysafe.com](mailto:dana.pepper@runwaysafe.com)  
[www.runwaysafe.com](http://www.runwaysafe.com)

**Runway Safe, Inc. Terms & Conditions:**

- **This proposal is quoted firm-fixed price and valid for a period of thirty (30) days from proposal submittal date.**
- Payment terms are Net 30 days. Unless specifically stipulated on an invoice or otherwise agreed to in writing by Runway Safe, fees are in U.S. Dollars. Late payments accrue interest at a rate of 1.0% per month or portion thereof.
- These Terms and Conditions and the non-conflicting provisions in any quotation, acknowledgment, or invoice from Runway Safe (collectively, the "Agreement") govern in all respects the EMAS products and services provided by Runway Safe to you ("Buyer"). No terms stated by Client in any purchase order ("PO"), acceptance or acknowledgement become part of the Agreement unless expressly agreed to and accepted by Runway Safe in writing and Runway Safe hereby rejects any additional or different terms. When drafting the PO for the repair, Buyer must add the following statement to the PO: "Terms & conditions stated in the Runway Safe Proposal 14484 dated July 24, 2023 for the price of \$64,000.00 shall supersede and replace the terms and conditions on this purchase order".

- **Payment must be made by wire transfer or by [certified] check in the following manner:**

**Wire Transfer:**

ABA #: 026009593

Swift Code: BOFAUS3N

Account: 858000092600

135 S. LaSalle St.

Chicago, IL 60603

**Mailing Address:**

Runway Safe Inc.

2239 High Hill Road

Logan Township NJ, 08085

Attention: CFO

**For the Inspection:** Guaranteed continuous minimum 4 hours of daylight weekday shifts (Monday-Friday) ("call-offs", less than 4 hours continuous shifts, shortened shifts, declined access or workday cancellations will incur additional charges). Please note that the airport is responsible for providing access and escorting for all courses of action. Badging costs are not included. Airport is responsible for escorting our personnel during the inspection process.

- No sales, use, or other taxes are included in the quoted price. Any such taxes, if applicable, must be paid by Client directly to the taxing authority and Client shall reimburse Runway Safe for any taxes, charges or late fees assessed on Runway Safe. Pricing does not include any bond fees.
- Client must provide Runway Safe with the opportunity to schedule continuous minimum of 4-hour daylight weekday shifts ("call-offs", less than 8-hour continuous shifts, shortened shifts, declined access or workday cancellations will incur additional charges)
- Please note that Client is responsible to provide access and escorting for all courses of action. Badging costs are not included and are the responsibility of Client. The client is responsible for escorting Runway Safe personnel and contractors.
- Shipping Terms: MRY Airport
- Client is to receive blocks and materials prior to the start of the repair (forklifts needed by Client). The client is responsible for storing materials on site (blocks and materials will ship prior to the start of work). Blocks and materials to be stored in an enclosed area at the Client. Client is responsible for the risk of loss of blocks and materials upon delivery. (Not Applicable)
- Client is responsible for maintaining security, providing flagmen and providing lighted X's (if required).
- Client must provide a storage and staging area on asphalt or concrete pavement at Client close to the EMAS. (Not Applicable)
- Client shall provide space at the Client for block storage and staging (to park trucks, stage blocks) at no cost to Runway Safe. Extended storage fees (TBD) could apply if installations are delayed from target installation dates (TBD-mutually agreed upon between Runway Safe and Client). (Not Applicable)

- Runway Safe will only provide a 90-day limited commercial warranty against defects in materials and workmanship provided Runway Safe that supervises the repairs and the processes are completed in accordance with Runway Safe standards (as validated and accepted by Runway Safe representatives upon completion of the repair). Runway Safe will not have ANY liability, indemnity, consequential or incidental damages or warranty other than as stated in the Runway Safe warranty.
- The materials provided are in accordance with FAA (Federal Aviation Administration) Advisory Circular 150/5220-22B.

**TO:** Monterey Peninsula Airport District Board of Directors  
**FROM:** Michael La Pier, Executive Director  
Scott E. Huber, District Counsel  
**SUBJ:** Remote Participation at Board Meetings by Members of the Public

**BACKGROUND AND DISCUSSION.** Prior to the pandemic, Board Meetings were recorded. Members of the public could review a recording of the Board Meeting by making a request to the District Secretary. Members of the public could provide Comment by emailing the District, or they could attend meetings and address the Board in person.

During the pandemic, temporary provisions were enacted by the legislature which allowed for remote attendance by Board Members, as well as members of the public. Those temporary measures have expired and are no longer available.

The Brown Act does not contain a provision specifically allowing members of the public to provide remote public comments unless the meeting is being attended remotely by a Board Member. There is a provision of the Brown Act which provides, in pertinent part, "Access to Meetings beyond Minimal Standards: Notwithstanding any other provision of law, legislative bodies...may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter." This provision is primarily intended to allow agencies to broadcast meetings in real time to provide access to members of the public so they can see how their elected officials conduct business on their behalf.

Staff are aware of some public agencies that allow for remote public comment by telephone or by video conferencing. However, the vast majority of public agencies in California do not allow remote comments for regular meetings. Members of the public have broad access to address the Board through personal attendance and through the use of email. Staff will make a brief presentation and will receive direction from the Board.

**FISCAL IMPACT.** None.

**RECOMMENDATION.** Provide direction to Staff.

**ATTACHMENTS.** None.



**AGENDA ITEM: H**  
**DATE:** August 16, 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 Mark Curtis, Superintendent of Field Operations](#)

**PLANNING AND DEVELOPMENT.**

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

**POLICE.**

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

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
POOR	7/2/2023	8:00 PM	Greeting / Dropping Off	-	-	The airport seems dead for a Sunday night at 8 pm; I do not see things to do, for people who are picking up people, and there should be things so people can be busy while they are waiting for relatives or friends. I was on the first floor. Make the Monterey airport pleasant for residents and visitors	Marina	CA
EXCELENT	7/17/2023	1:04 PM	Greeting / Dropping Off	-	-	Please bring Avelo Airlines to MRY!	Pacific Grove	CA
POOR	7/26/2023	8:00 PM	Departing	4743	United	See comment on attached page.	Marina del Rey	CA
POOR	7/29/2023	6:00 AM	Departing	5780	United	I waited in the priority line at check in for 20 mins as the girl up front kept checking in other people in the other line. I asked over and over again if I needed to go somewhere else and she just kept saying "I'm checking these people in first because they have their boarding passes printed". I asked if I should go over to the kiosk and do that and she said "do whatever you want" and went on ignoring me for another 5 mins". I ended up walking over to the kiosk to check in, which was easy. All she had to do was tell me that after I asked, not just ignore me or be snotty about it. I don't even care that I was in the Premier line, it was just a ridiculous encounter that could have been avoided by answering a simple question.	Boise	ID

**ATTACHED COMMENT FROM 7/26/23**

Subject: Concerning Incident Involving Privacy Breach and Unprofessional Conduct at Monterey Airport

To whom it may concern:

I am writing this letter to express my disappointment and concern over an incident that I experienced at Monterey Airport on July 26, 2023, around 8:00 PM PST. I am a dermatologist and a frequent traveler, aiding medical resource-limited offices across various locations. In addition, I am a registered traveler with CLEAR, and as of February 19, 2021, I have conditional approval for both Global Entry and TSA renewal.

During the incident, a TSA employee singled me out from the queue and initially asked me to remove toiletries from my bag, which I complied with immediately. However, what ensued was unprecedented and, in my opinion, unnecessarily intrusive. This individual then required me to open my suitcase entirely, under the premise of needing to prove that there were no additional items concealed within. This demand caused my personal belongings, including my underwear, to be publicly exposed, which I consider a considerable breach of privacy.

Following this, I was directed to fit all of my toiletries, predominately samples, into a quart-sized bag. This process involved discarding some nearly empty tubes, despite them clearly being within the TSA's size limit of 0.5 oz.

What I found most disconcerting was the apparent disparity in the application of these security procedures. While I was subjected to this rigorous scrutiny, I observed at least five other passengers passing through security without having to remove anything from their bags. Notably, I was the only African American passenger in this scenario.

Upon requesting the TSA employee's identification for my records, he opted to obscure his photo identification with his hand, informing me that I wasn't permitted to photograph his uniform, a stipulation I found reasonable. However, his refusal to reveal his identification, even when I insisted on noting it for my records, struck me as unprofessional. I was eventually able to obtain his full name, Edilburto Huipe, from his on-site supervisor, Darlene Santiago, who did nothing to correct his behavior or assuage my discriminatory concerns.

This incident was witnessed by at least two other TSA employees, including the one who initially scanned my ID and another who was involved in screening the baggage.

I believe it is important to bring this incident to your attention to prevent such an uncomfortable and potentially discriminatory situation from recurring. I trust that the TSA upholds the highest standards of professionalism, privacy, and respect for all passengers, and I look forward to seeing this reflected consistently in future interactions.

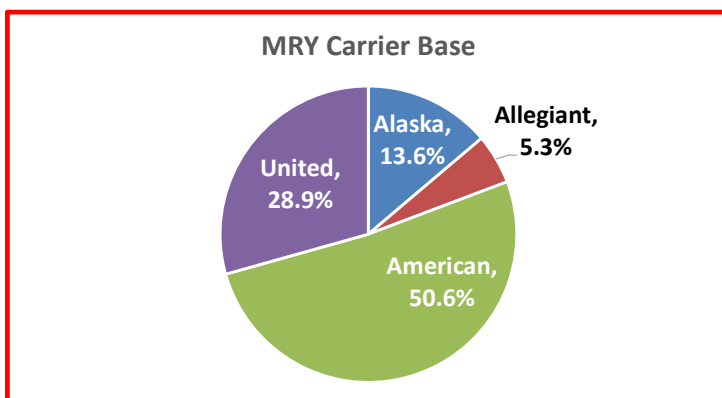
Thank you for your prompt attention to this matter.

Yours faithfully,  
Shani Francis, MD

**TO:** Michael La Pier, Executive Director, Monterey Regional Airport  
**FROM:** Mark Wilson, Controller  
**SUBJECT:** Discussion and Analysis of the June 30, 2023 Financial Statements

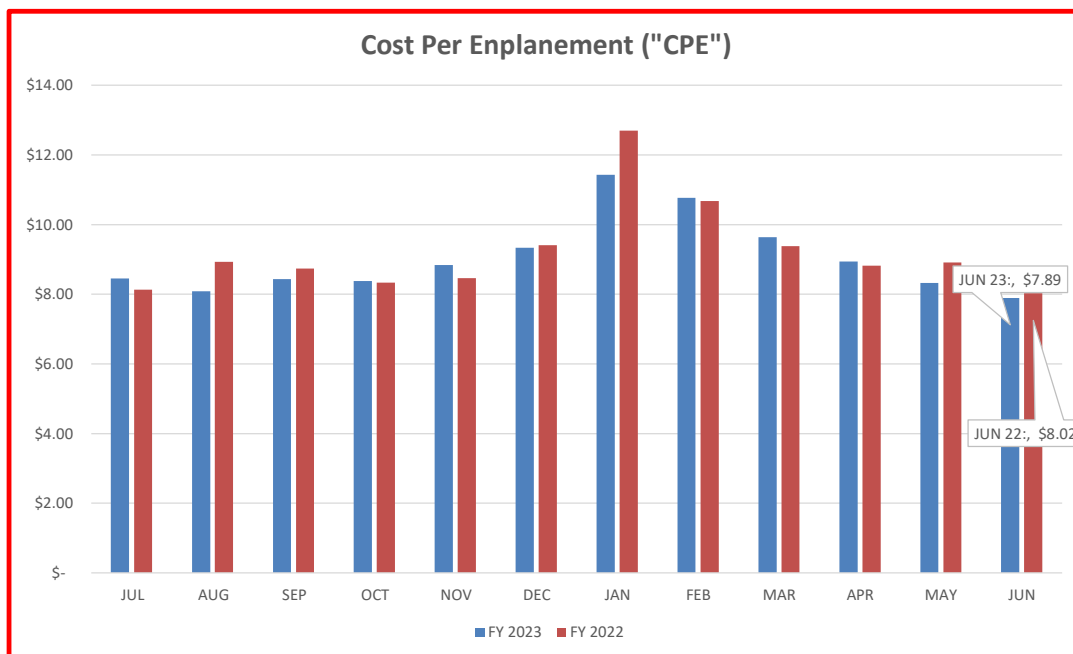
**KEY OPERATING STATISTICS.** June enplanements were 24,765, up 12.9% from the 21,933 in the previous period in 2022. June airline landings were less than budgeted (373 actual vs. 428 budgeted). Total Passengers for the month of June were 48,572 up from 43,421 in the previous period in 2022. Total aircraft operations for June were 4,363, down from 5,156 in the previous period in 2022, while Vehicle exit counts in the parking lots were 10,396 up 0.5% from the exit counts in June of 2022.

In June, American Airlines accounted for approximately 50.6% of the passenger enplanements.



In June the Airport's CPE was \$7.89, compared to \$8.02 in the same period in 2022.

**Chart 1**



**LIQUIDITY AND CAPITAL RESOURCES.** As of June 30, 2023 the Airport had unrestricted cash and investments of \$17.82M.

To date, the Airport has received FAA Grant Awards of \$9.483M for the new ARFF building. In addition, the Airport has previously received notice of eligibility for \$4.28M of Grants for Terminal Design under the BIL/Entitlements. In March, 2023, the Airport received notice of eligibility for another \$3.0M Grant for Terminal Design under the competitive BIL/ATP process.

As of June 30, 2023 the Airport had Restricted PFC cash and investments of \$1.817M and Restricted CFC cash and investments of \$1.002M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 25.8X. Days Cash on Hand (based on FY 23 Budgeted Operating Expenses), was 687.

**OPERATING INCOME.** The Airport's higher than budgeted revenues and lower than budgeted operating expenses in June resulted in an operating income of \$332.8K, which is a favorable variance of \$178.3K to June's budgeted operating income of \$154.4K.

	OPERATING INCOME			
	June 2023 ACTUAL	June 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Operating Revenues	\$ 1,050,892	\$ 907,646	\$ 143,246	16%
Operating Expenses	(718,137)	(753,207)	35,070	5%
Operating Income	<u>\$ 332,755</u>	<u>\$ 154,439</u>	<u>\$ 178,316</u>	<u>115%</u>

**REVENUES.** June 2023 combined reported Airport Operating Revenues were \$1,051K, which was \$143.2K (16%) higher than budget (\$907.6K). This favorable variance was primarily due to higher Terminal Revenues and Interest Income.

	June 2023 ACTUAL	June 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Terminal Revenues	\$ 581,254	\$ 511,017	\$ 70,237	14%
General Aviation	175,427	186,678	(11,251)	-6%
Non-Aviation	183,946	182,659	1,286	1%
Other Operating	30,436	21,600	8,836	41%
Interest Income	79,830	5,692	74,138	1303%
Total Operating Revenues	<u>\$ 1,050,892</u>	<u>\$ 907,646</u>	<u>\$ 143,246</u>	<u>16%</u>

**Terminal Revenues:**

Commercial Aviation fees (\$109.9K) for June were higher than the budget (\$95.9K) by \$14.K/15%. This favorable variance was primarily due to higher than budgeted landing and commercial fuel flowage fees.

Terminal Rents (\$145.K) for June were materially on budget (\$145.K).

TNC Permits, Trip Fees & Peer-to-Peer Rentals (\$21.3K) for June were higher than the budget (\$15.0K) by \$6.3K/42%. This favorable variance was primarily due to higher than budgeted revenues for Uber, Lyft and Turo.

Terminal Concessions (\$27.6K) for June were higher than the budget (\$16.1K) by \$11.5K/71%. This favorable variance was primarily due to higher than budgeted revenues for Woody's, Lamar and Gifts & More.

Rental Car Concessions (\$165.9K) for June were higher than the budget (\$149.2K) by \$16.7K/11%. This favorable variance was due primarily to higher than budgeted rental car activity for all the rental car companies.

Parking Concession (\$107.8K) for June was higher than the budget (\$84.9K) by \$22.9K/27%. Parking Concession revenues for June were budgeted at 8,996 parked cars with an average of \$9.44. In June the number of parked cars was more at 10,396 with an average of \$10.37 per car, resulting in the favorable variance.

**General Aviation Revenues:**

Heavy General Aviation revenues, including landing fees (\$143.2K) for June were less than budget (\$153.8K) due primarily to lower than budgeted General Aviation landing fees.

Light General Aviation revenues (\$32.2K) for June were materially on budget (\$32.8K).

**Non-Aviation Revenues:**

Non-Aviation revenues (\$183.9K) for June were materially on budget (\$182.7K).

**Other Operating Revenues:**

Other Operating revenues (\$30.40K) for June were higher than budget (\$21.6K) due primarily to higher than budgeted Utility Chargebacks.

**Interest Income:**

Interest Income (\$79.8K) for June exceeded budget (\$5.7K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of (\$718.1K) for June were lower than the budget (\$753.2K) by \$35.1K/5%. This favorable variance was primarily due to lower Salaries & Taxes, Employer Benefits, and Supplies & Materials, partially offset by higher Professional Services, Repairs & Maintenance, and Interest Expense; detailed analyses follows:

OPERATING EXPENSES - BY MAJOR CATEGORY TYPE				
	June 2023 ACTUAL	June 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Salaries & Taxes	\$ 149,484	\$ 195,776	\$ 46,292	24%
Employer Benefits	106,321	162,173	55,852	34%
Recruitment & Training	12,212	7,235	(4,977)	-69%
Business Expenses	41,701	34,547	(7,154)	-21%
Supplies & Materials	4,589	12,480	7,891	63%
Repairs & Maintenance	46,147	24,530	(21,617)	-88%
Outside Services	207,010	211,569	4,559	2%
Professional Services	68,886	44,075	(24,811)	-56%
Marketing, PR	24,900	24,405	(495)	-2%
Utilities	39,431	34,535	(4,896)	-14%
Interest Expense	17,456	1,881	(15,575)	-828%
Total Operating Expenses	<u>\$ 718,137</u>	<u>\$ 753,207</u>	<u>\$ 35,070</u>	<u>5%</u>

OPERATING EXPENSES - BY DEPARTMENT				
	June 2023 ACTUAL	June 2023 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Admin & Finance	\$ 213,516	\$ 205,805	\$ (7,711)	-4%
Planning & Development	50,036	60,257	10,221	17%
Maintenance	126,328	136,194	9,866	7%
Operations	52,150	55,476	3,326	6%
Police	94,083	109,983	15,900	14%
Fire	138,324	160,247	21,923	14%
Board of Directors	20,415	15,123	(5,292)	-35%
Rental Properties	5,830	8,240	2,410	29%
Interest Expense	17,456	1,881	(15,575)	-828%
Total Operating Expenses	<u>\$ 718,137</u>	<u>\$ 753,207</u>	<u>\$ 35,070</u>	<u>5%</u>

Salary & Tax Expenses (\$149.5K) for June were lower than the budget (\$195.8K) by \$46.3K/24%. This favorable variance was primarily due to lower salaries and wages for the Maintenance Department (\$18.2K), the Admin & Finance Department (\$15.K), the Planning and Development Department (\$5.4K) and the Ops Department (\$8.8K).

Employer Benefit Expenses (\$106.3K) for June were lower than the budget (\$162.2K) by \$55.9K or 34.4%. This favorable variance was primarily due to lower UAL amortization expense (\$33.3K) from prepaying the \$4.0M in June of 2022, lower CalPERS Health Insurance (\$15.4K) and lower CalPERS Retirement (\$3.6K).

Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$12.2K) for June were higher than budget (\$7.2K), due primarily to higher than budgeted Business Travel and Entertainment and Temporary Personnel expenses.

Business Expenses (\$41.7K) were higher than the budget (\$34.5K) by \$7.2K/21%. This unfavorable variance was primarily due to higher than budgeted LAFCO (\$10.1K), Insurance (\$3.1K) and Telephone (\$1.6K), partially offset by lower Telecommunications Expense (\$2.5K) and Bad Debt Expense (\$5.0K).

Supplies & Materials expenses (\$4.6K) for June were lower than the budget (\$12.5K) by \$7.9K or 63%. This favorable variance was primarily due to lower than budgeted Custodial Supplies & Materials (\$4.5K) and District Vehicle Fuel (\$2.2K).

Repair & Maintenance expenses (\$46.1K) for June were higher than budget (\$24.5K) due primarily to higher Airfield Maintenance (\$12.4K) and higher Terminal Repair and Maintenance (\$16.2K).

Outside Services expenses (\$207.K) for June were materially on budget (\$211.6K).

Professional Service expenses for the Art Program, Architect & Engineer, Legal, Audit, Computer / LAN & IT, Environmental, and Human Resources (\$68.9K) for June were higher than the budget (\$44.1K) by (\$24.8K)/56.3%. This unfavorable variance was primarily due to higher than budgeted Environmental (\$12.6K) and Other Legal Services (\$11.4K) expenses.

Marketing, Public Relations, Air Service Development and Social Media Marketing expenses (\$24.9K) for June were materially on budget (\$24.4K).

Utilities expenses, combined, (\$39.4K) for June were higher than budget (\$34.5K) by \$4.9K due primarily to higher CalAm water bills (\$2.1K), and higher Electricity billings (\$1.8K).

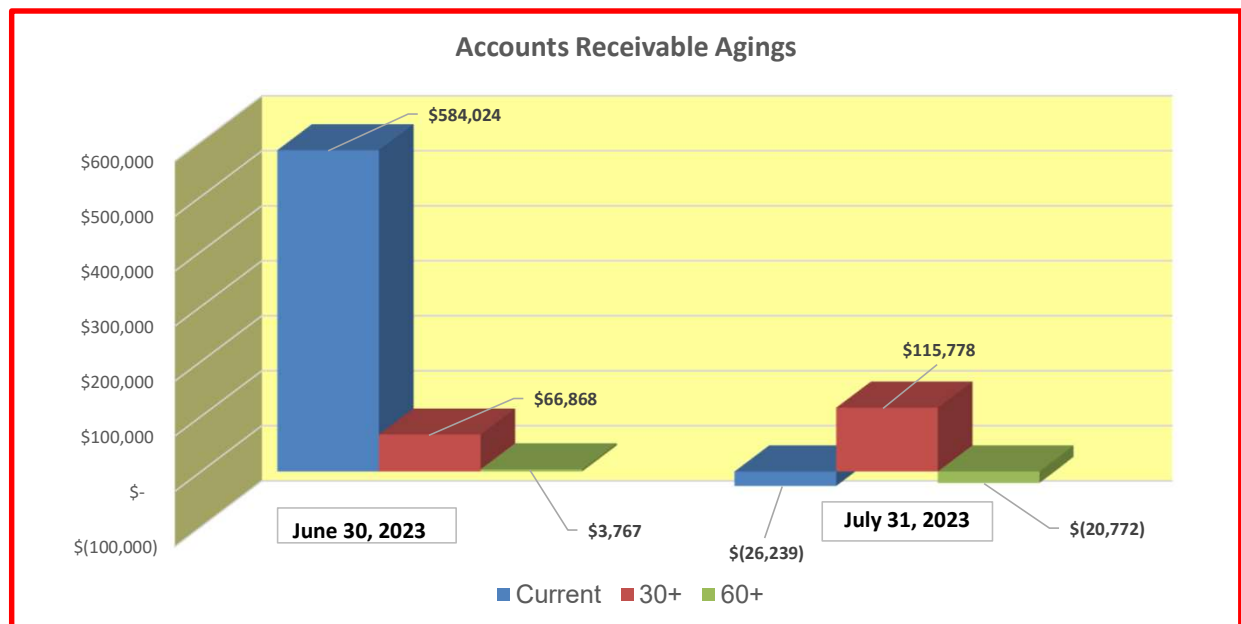


## SELECTED BALANCE SHEET ANALYSES:

**ACCOUNTS RECEIVABLE.** The accounts receivable balance on June 30, 2023 was \$654.7K. This balance is \$19.5K or 3% lower than the May 31, 2023 balance (\$674.1K), and \$118.5K/15% lower than the \$773.2K balance on June 30, 2022. The accounts receivable balance over 60 days old on June 30, 2023, was \$3.8K.

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

**Chart 2**



Total accounts receivable of \$654.7K as of June 30, 2023 was comprised of \$173.9K/(26.6%) from Commercial Airlines, \$150.2K/(23.0%) from Rental Car companies, \$102.9K/(15.7%) from FBOs, \$100.5K/(15.4%) from Parking, \$32.8K/(5.0%) from the Monterey Hi-Way Self Storage, \$27.2K/(4.1%) from TNCs and Taxis, \$13.4K/(2.0%) from Woody's and \$53.7K/(8.2%) from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of June 30, 2023 of \$41.6K have been reclassified to deferred revenue.

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

**Chart 3**

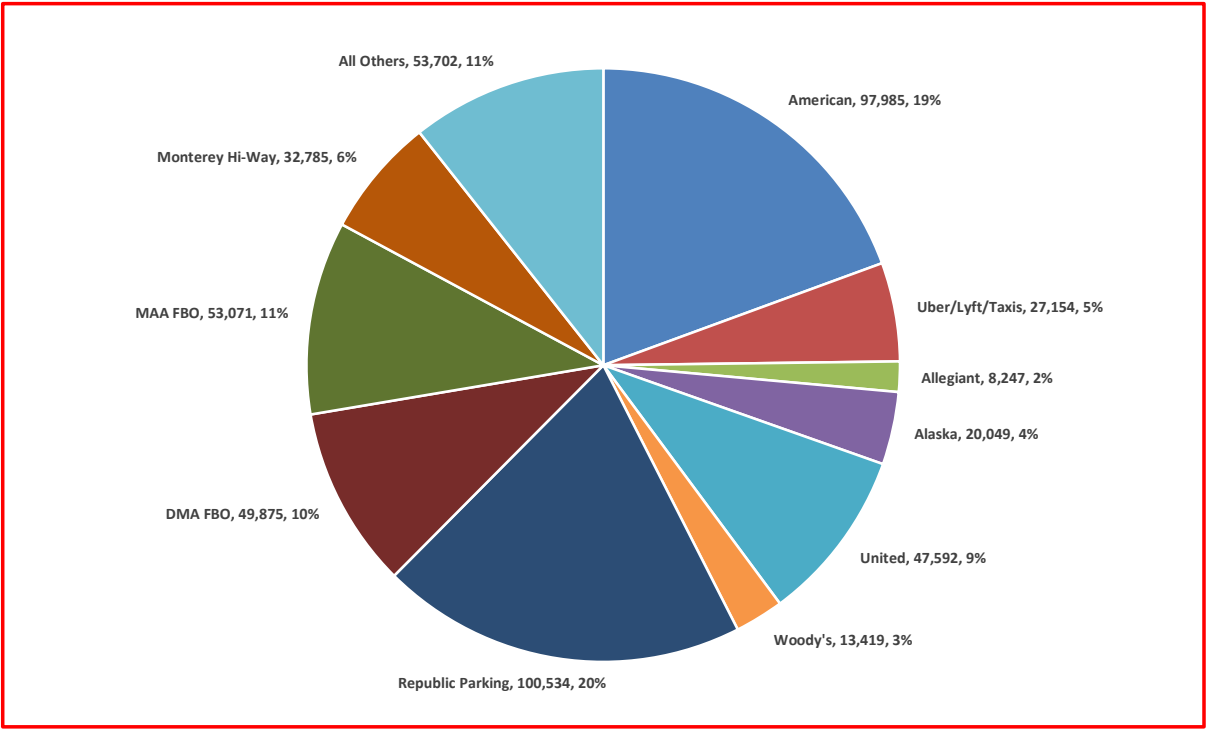
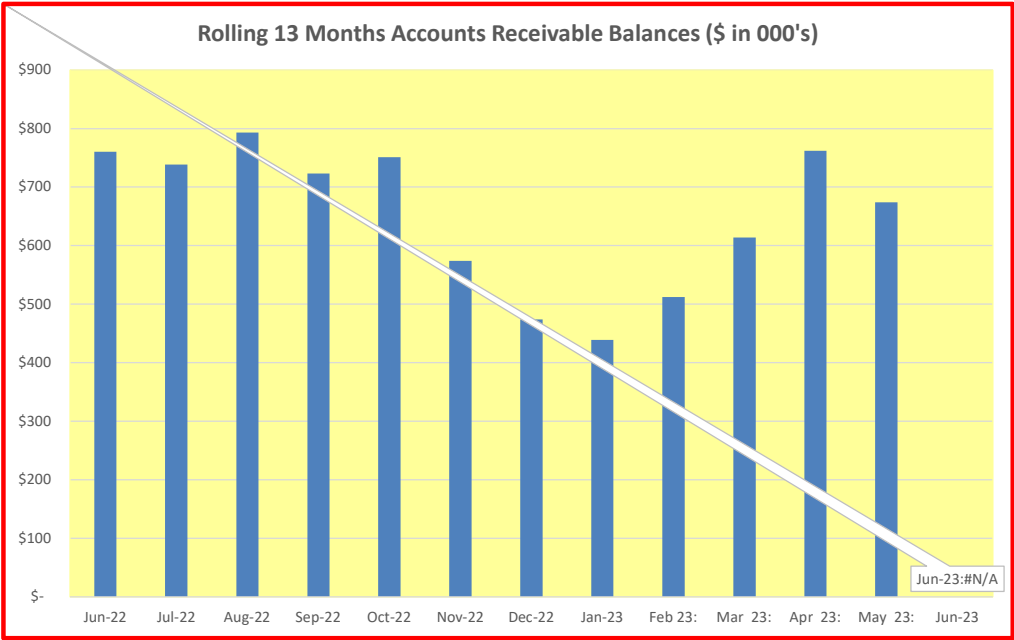


Chart 4 below depicts the total accounts receivable balances for the 13 months from June 2022 to June 2023.

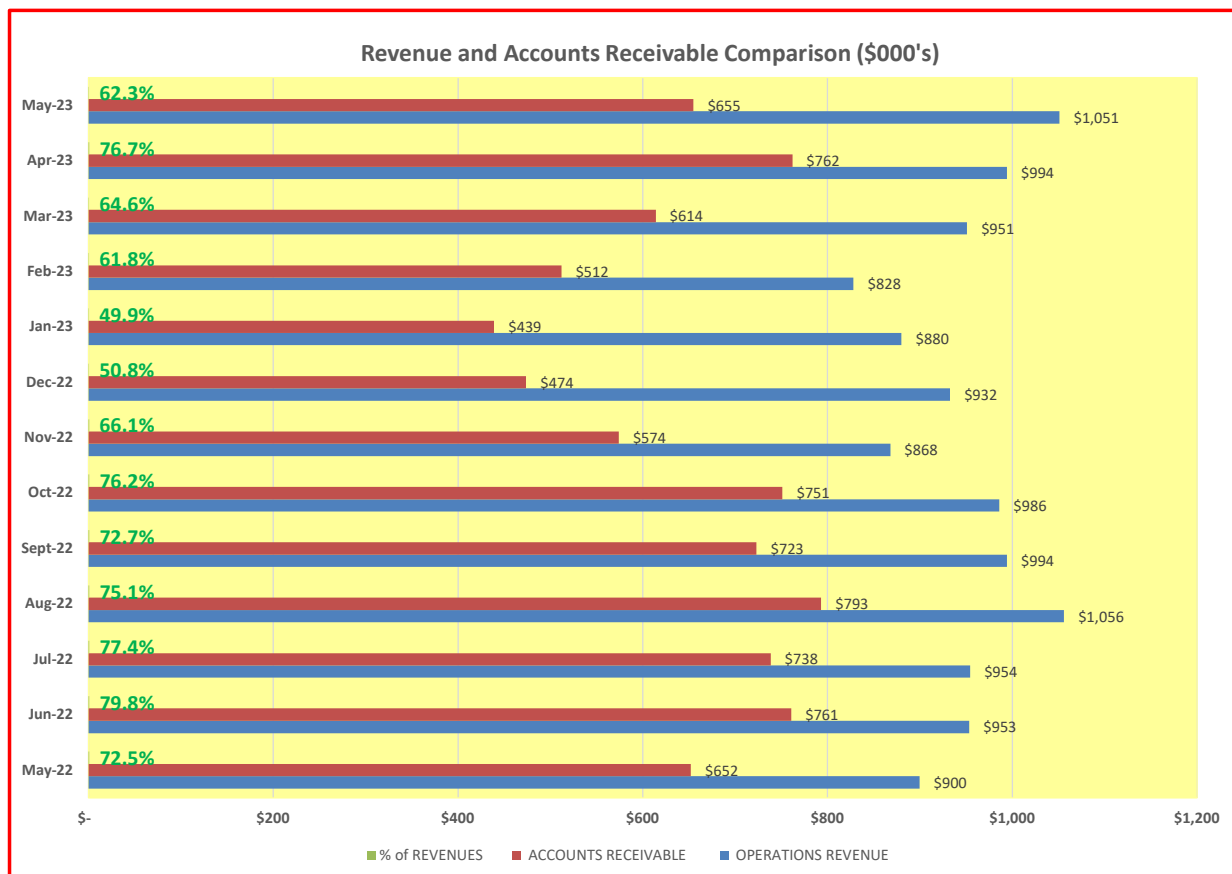
**Chart 4**



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 June 30, 2023, accounts receivable is 62.3% of revenues and the rolling thirteen-month average is 68.1%.

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

**Chart 5**

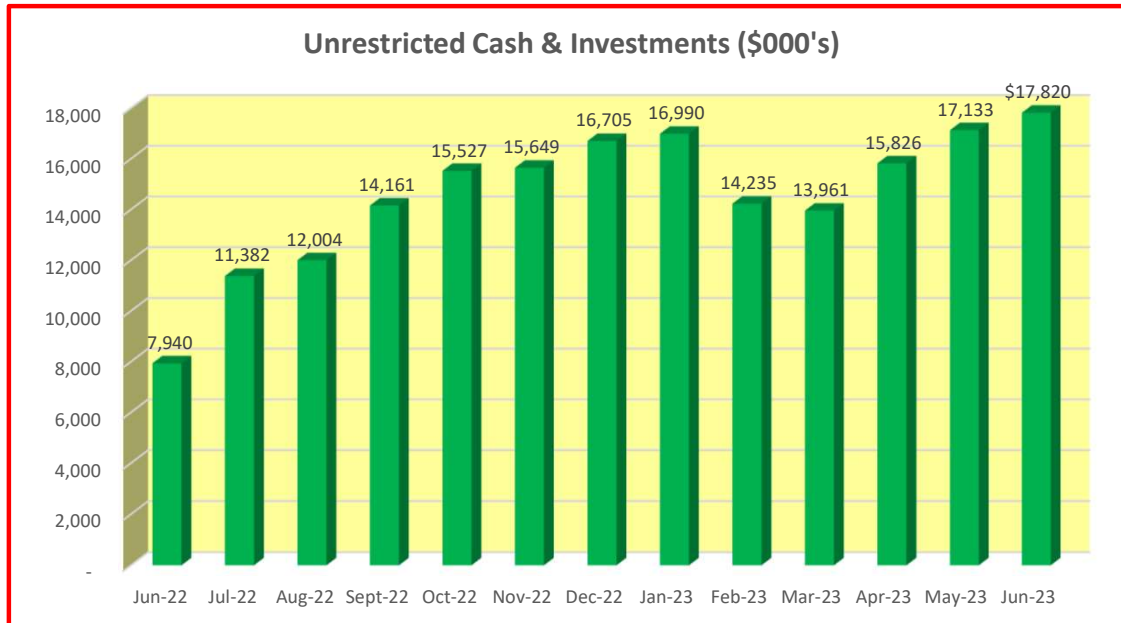


**UNRESTRICTED CASH AND INVESTMENTS.** The unrestricted cash and investments balance on June 30, 2023, was \$17.82M and the unrestricted cash and investments balance on May 31, 2023 was \$17.133M, an increase of \$.687M.

The increase in unrestricted cash and investments was primarily due to: (1) cash used by Capital and Related Financing Activities of \$109K, (2) the net cash provided by Non-Capital Financing Activities of \$444.9K and (3) the net cash provided by Operating Activities of \$81K (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:**

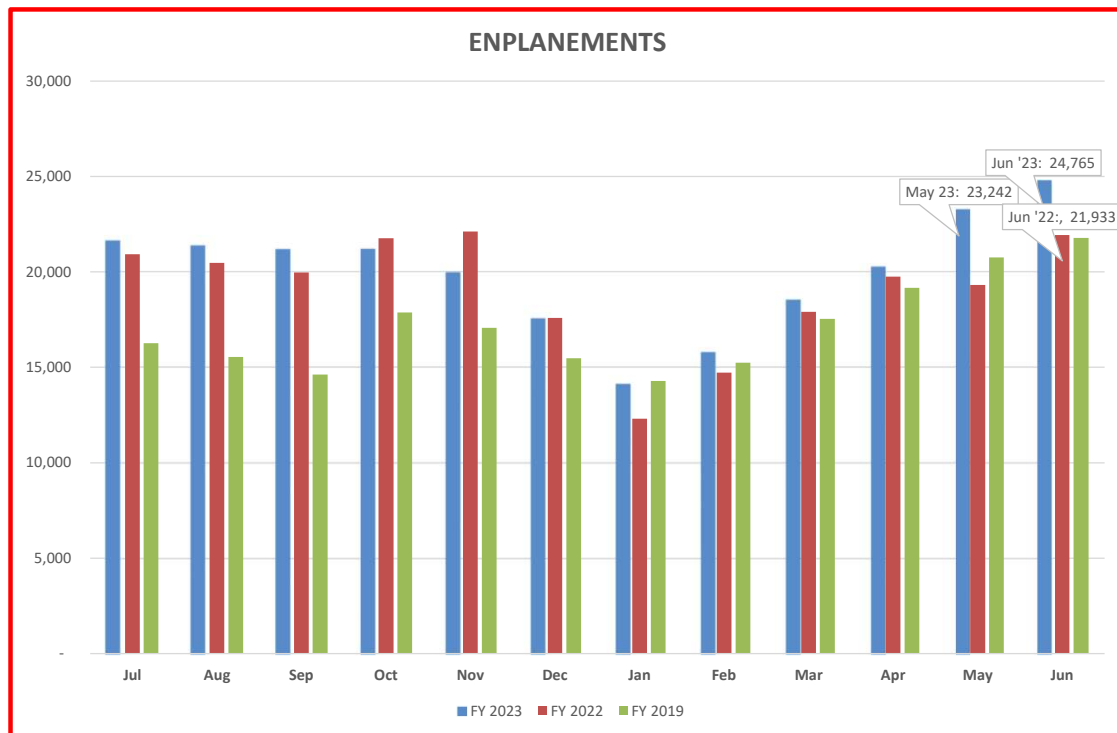
**ENPLANEMENTS AND LOAD FACTORS.** The table below presents simple load factors for fiscal years 2016 to 2023. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%. 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.

	June 30, 2023				FYTD			
Fiscal Year	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2023	81.8%	24,765	30,262	373	76.4%	239,528	313,604	4,230
2022	72.5%	21,933	30,270	419	74.8%	206,830	276,610	4,130
2021	83.8%	18,083	21,580	286	49.3%	85,226	172,988	2,355
2020	43.8%	3,499	7,994	123	68.1%	168,210	246,980	3,732
2019	73.8%	21,774	29,492	437	68.8%	183,830	267,009	3,996
2018	71.8%	15,857	22,078	349	76.1%	174,199	228,906	3,585
2017	73.5%	18,359	24,994	388	73.9%	188,546	255,116	3,913
2016	77.6%	17,872	23,018	359	74.9%	170,370	227,508	3,597

Airline/destination specific simple load factors for June 2023 were Alaska/SAN 87.3%, Alaska/SEA 83.1% American/DFW 92.8%, American/PHX 91.3%, United/DEN 77.9%, United/LAX 71.9%, United/SFO 62.6%, Allegiant/LAS 94.3%, and JSX/SNA 71.3%.

Chart 7 below presents a comparison of monthly enplanements for FY 2023 to all FY 2022 enplanements (which reflect the seasonality of the Airport's historical business cycle). When comparing enplanements for June 2023 (24,765) and May 2023 (23,242), enplanements increased by 4,519. When comparing June 2023 to June 2022, enplanements were up: (24,765) vs. (21,933).

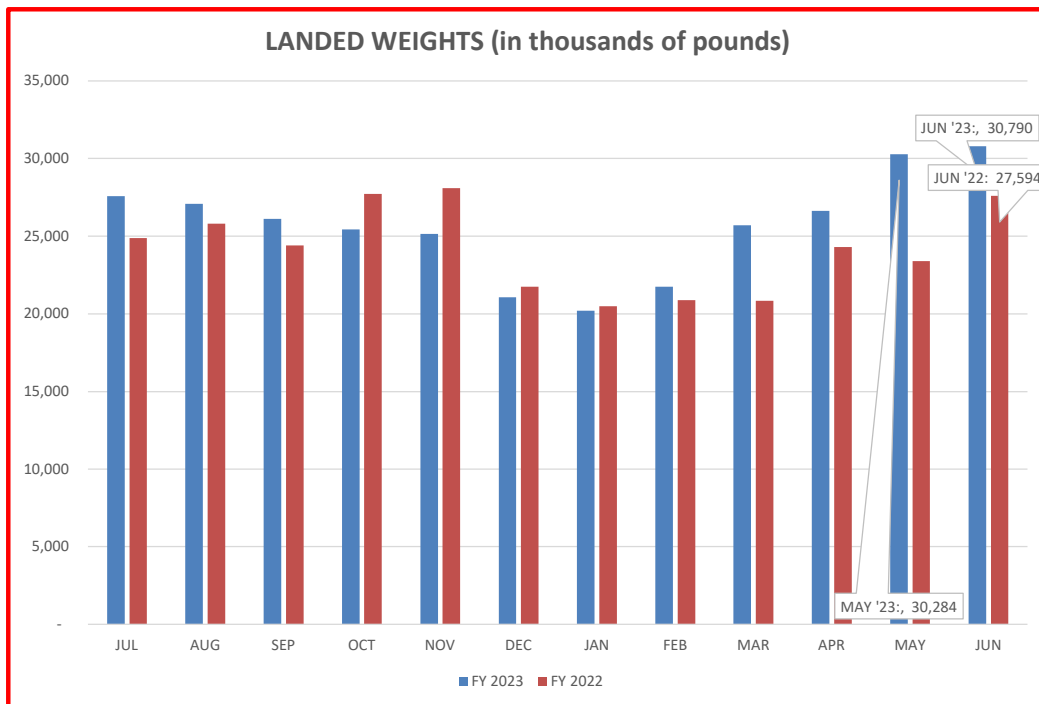
**Chart 7**



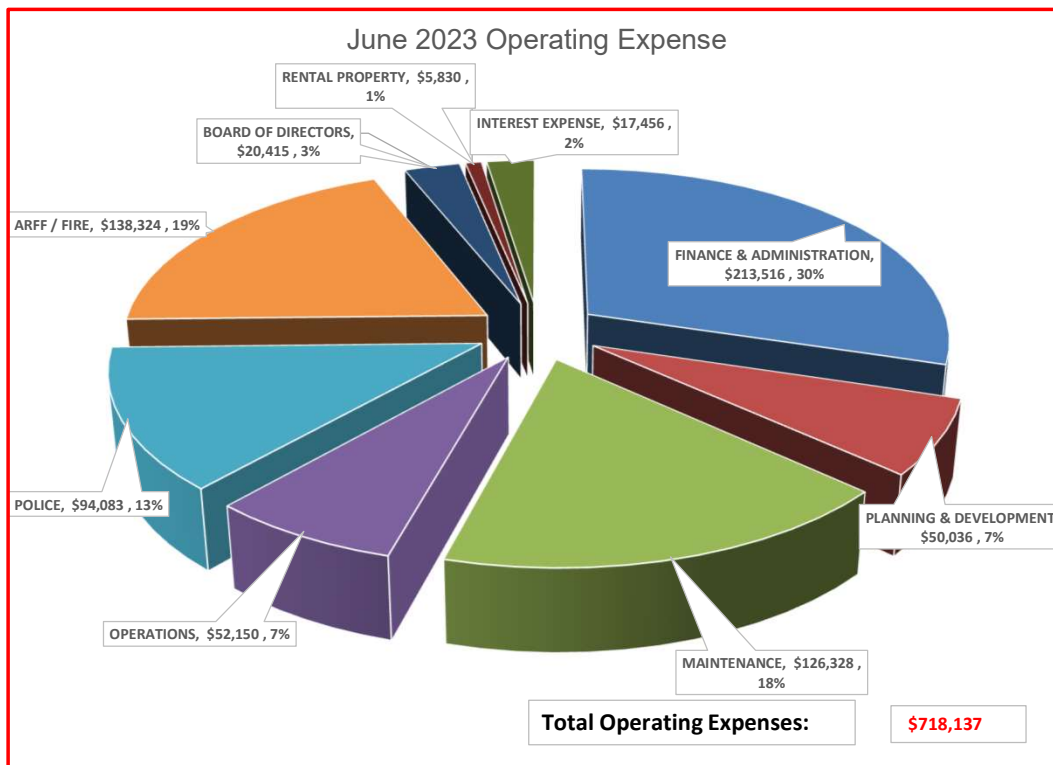
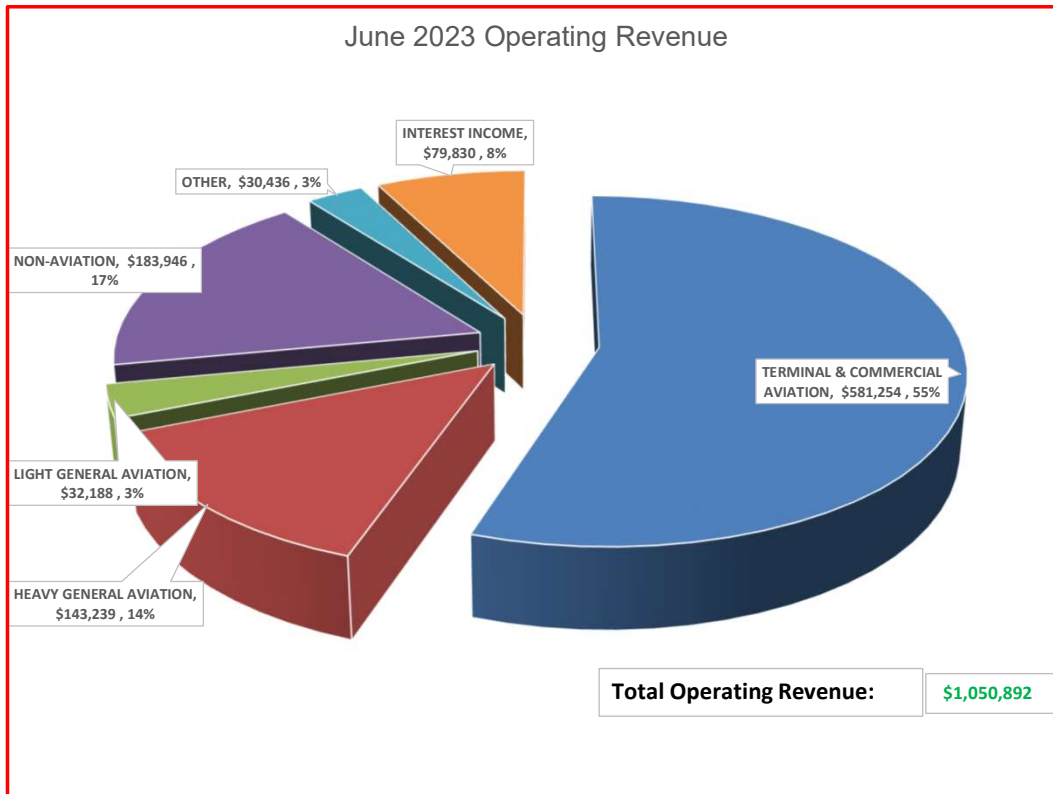
**LANDED WEIGHTS.** Chart 8 presents the Airport's landed weights for FY 2022 to FY 2023. We expected landed weights to increase when American began up-gauging with heavier aircraft (the Mainline A319 has a Maximum Gross Landing Weight of 137,788 pounds, as compared to a Maximum Gross Landing Weight of 74,957 pounds for the Regional Embraer 175).

Total landed weights for June 2023 were 30,790 thousand pounds, an increase of 3,196 thousand pounds over the 27,594 thousand pounds landed in the comparable period in 2022, and an increase of 506 thousand pounds over the 30,284 thousand pounds landed in May 2023.

**Chart 8**

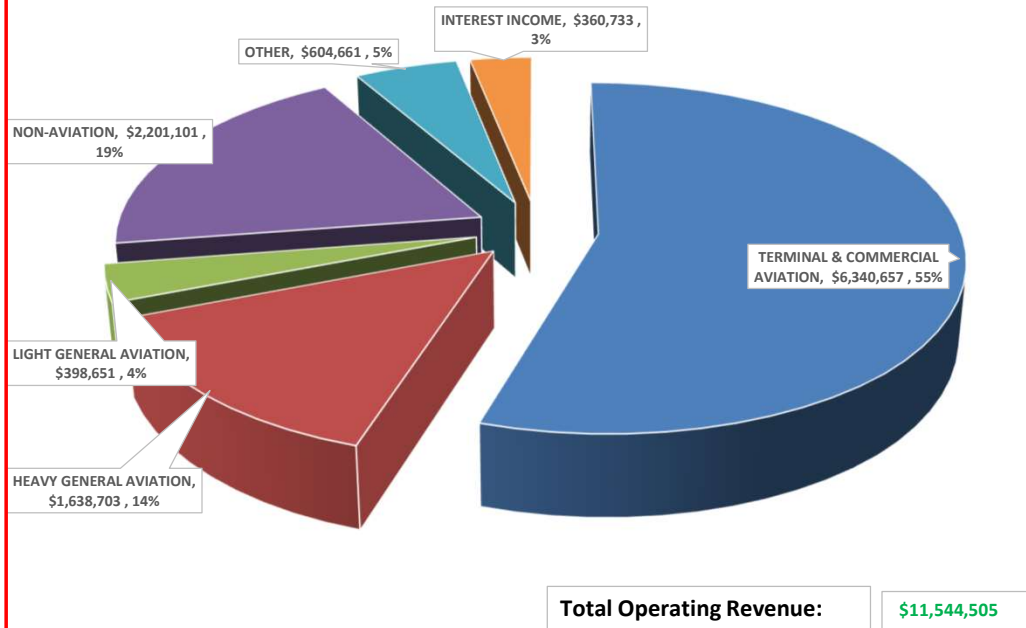


## Monterey Peninsula Airport District

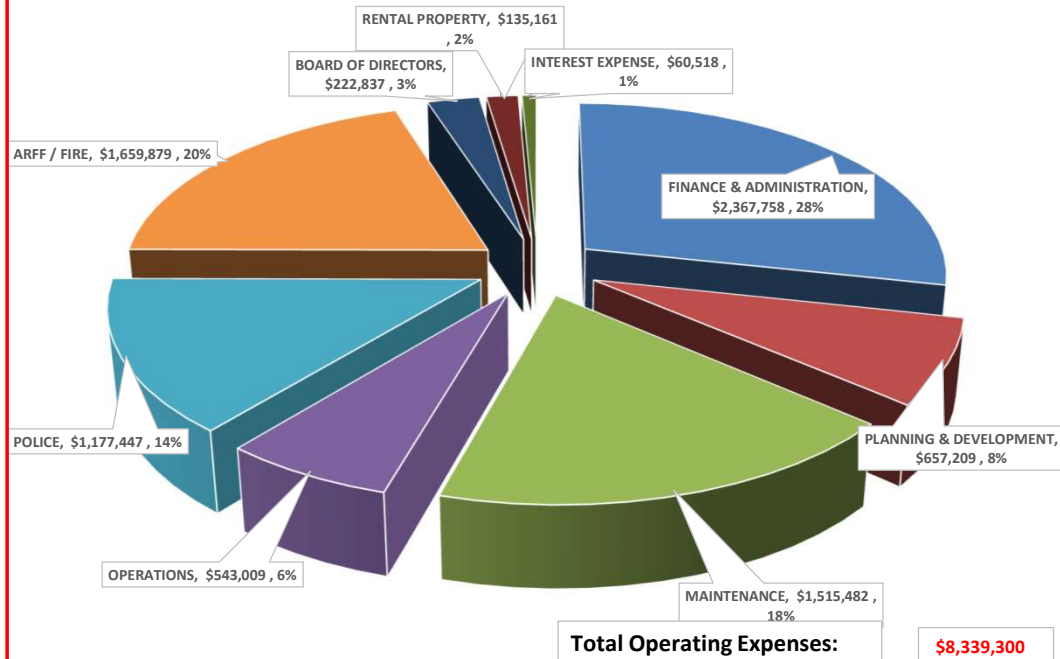


## Monterey Peninsula Airport District

FY 2023 (June 2023) YTD Operating Revenue



FY 2023 (June 2023) YTD Operating Expenses





# AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

## June 30, 2023

OPERATING STATISTICS				June 30,2023	Budget	%	June 30,2022	YTD FY 23	Budget	%	YTD FY 22
AIRPORT ACTIVITY											
Air Carrier Landings¹				373	428	-13%	419	4,230	5,198	-19%	4,495
Landed Weight (in thousands of pounds)				30,790			27,594	307,931			290,143
Enplanements				24,765			21,933	239,528			228,763
Passengers (emp/dep)				48,572			43,421	477,517			457,123
Total Cargo (in pounds)				56,653			54,500	605,592			688,785
Commercial				1,481			1,585	16,899			18,335
General Aviation				2,808			3,401	35,350			39,477
Military				74			170	1,882			3,033
TOTAL AIRCRAFT OPERATIONS				4,363	0	0	5,156	54,131	0	0	60,845
VEHICLE EXIT COUNT											
Long Term (1) Lot				2,474			1,915	29,317			22,080
Upper Short Term (2) Lot				2,517			2,098	23,572			23,390
Lower Short Term (3) Lot				5,405			5,795	65,490			58,194
TOTAL VEHICLE EXIT COUNT				10,396	0	0	9,808	118,379	0	0	103,664
1: Cancelled Flight Landings: Current Month =5 (0 - Alaska /0 - Allegiant /5 - American /0 - United) FYTD = 73 (15 - Alaska /0 - Allegiant /42 - American /16 - United)											
	June 30,2023	June 30,2023	Var.	June 30,2022	YTD FY 23	Budget	Var.	YTD FY 22			
	ACTUAL	Budget	\$	ACTUAL	ACTUAL		\$	ACTUAL			
OPERATING REVENUE											
TERMINAL											
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 109,881	\$ 95,899	\$13,982 ▲	90,844	\$ 1,080,579	\$ 1,152,048	(\$71,469) ▼	993,155			
Rents	145,026	145,044	(18) ▼	144,674	1,739,396	1,740,528	(1,132) ▼	1,748,184			
TCP Operator Permits	420	450	(30) ▼	470	5,610	5,400	210 ▲	6,130			
Taxi Operator Permits & Trip Fees	3,276	4,381	(1,105) ▼	2,557	37,525	51,707	(14,182) ▼	48,799			
TNC Permits, Trip Fees and Peer-to-Peer Rentals	21,315	15,000	6,315 ▲	17,874	213,604	167,157	46,447 ▲	174,888			
Concessions	27,638	16,120	11,518 ▲	23,604	285,167	212,551	72,616 ▲	224,824			
Rental Car	165,915	149,233	16,682 ▲	172,231	1,805,190	1,513,074	292,116 ▲	1,739,457			
Parking	107,784	84,890	22,895 ▲	92,244	1,173,586	1,019,511	154,075 ▲	1,051,724			
HEAVY GENERAL AVIATION											
GA Landing Fees	39,491	48,557	(9,066) ▼	42,542	446,354	484,236	(37,882) ▼	513,372			
FBO Rent	60,677	60,232	445 ▲	(38,220)	714,124	722,784	(8,660) ▼	597,360			
Fuel Fees	43,071	45,044	(1,973) ▼	46,893	478,224	485,430	(7,206) ▼	492,789			
LIGHT GENERAL AVIATION											
NON-AVIATION	32,188	32,845	(657) ▼	32,712	398,651	394,140	4,511 ▲	384,849			
OTHER OPERATING REVENUE	183,946	182,659	1,286 ▲	185,972	2,201,101	2,183,433	17,667 ▲	2,208,770			
INTEREST INCOME	30,436	21,600	8,836 ▲	30,750	604,661	395,700	208,961 ▲	409,151			
TOTAL OPERATING REVENUE	79,830	5,692	74,138 ▲	8,932	360,733	44,300	316,433 ▲	25,087			
	\$ 1,050,892	\$ 907,646	\$143,246 ▲	\$ 854,079	\$ 11,544,505	\$ 10,571,999	\$972,506 ▲	\$ 10,618,538			
OPERATING EXPENSE											
Finance & Administration	\$ 213,516	\$ 205,805	\$7,711 ▲	180,571	\$ 2,367,758	\$ 2,495,446	(\$127,688) ▼	1,194,247			
Planning & Development	50,036	60,257	(10,221) ▼	53,676	657,209	739,735	(82,526) ▼	275,670			
Maintenance & Custodial Services	126,328	136,194	(9,866) ▼	130,480	1,515,482	1,865,992	(350,510) ▼	757,961			
Airport Operations	52,150	55,476	(3,326) ▼	39,482	543,009	643,054	(100,045) ▼	259,961			
Police Department	94,083	109,983	(15,900) ▼	102,787	1,177,447	1,318,694	(141,247) ▼	620,067			
ARFF /Fire Services	138,324	160,247	(21,923) ▼	151,865	1,659,879	1,922,424	(262,545) ▼	905,018			
Board of Directors	20,415	15,123	5,292 ▲	14,126	222,837	335,161	(112,324) ▼	88,399			
Office Rentals	5,830	8,240	(2,410) ▼	12,397	135,161	130,850	4,311 ▲	86,474			
Interest Expense	17,456	1,881	15,575 ▲	605	60,518	23,031	37,486 ▲	34,471			
TOTAL OPERATING EXPENSE	\$ 718,137	\$ 753,207	(\$35,070) ▼	\$ 685,988	\$ 8,339,300	\$ 9,474,387	(\$1,135,087) ▼	\$ 4,222,267			
OPERATING INCOME	\$ 332,755	\$ 154,439	\$178,316 ▲	\$ 168,091	\$ 3,205,205	\$ 1,097,612	\$2,107,594 ▲	\$ 6,396,271			
DISTRICT CAPITAL EXPENDITURES (See Page 20)											
	\$ (674,656)	\$ (480,750)	(\$193,906) ▼	\$ (123,916)	\$ (5,012,667)	\$ (8,249,130)	\$3,236,463 ▲	\$ (195,547)			
DEBT SERVICE - PRINCIPAL ONLY											
	\$ (4,442)			\$ (48,164)	\$ (103,470)			\$ (288,981)			

**MONTEREY PENINSULA AIRPORT DISTRICT**

Statements of Net Position

	<b>June 30, 2023 (Unaudited)</b>	<b>June 30, 2022 (Audited)</b>
<b>ASSETS:</b>		
Current assets:		
Unrestricted:		
Cash	\$ 1,983,524	\$ 3,075,380
Investments - L.A.I.F.	492,500	5,581,919
Investments - T-Bills	14,470,883	-
Investments - Negotiable CDs	873,032	(302,401)
Accounts receivable, net of \$10,000 allowance	644,659	763,199
Accrued Interest receivable	159,451	3,504
Leases receivable (GASB 87), current portion <sup>(1)</sup>	1,092,200	1,092,200
FAA Grant Receivable	-	4,806,805
Prepaid and other assets	352,304	113,549
	<u>20,068,553</u>	<u>15,134,157</u>
Restricted:		
Cash	2,910,566	2,953,114
Investments - T-Bills	396,872	-
Investments - Negotiable CDs	290,389	-
Accrued Interest Receivable	1,517	(10,857)
Total restricted current assets	<u>3,599,344</u>	<u>2,942,258</u>
<b>Total Current Assets</b>	<b><u>23,667,897</u></b>	<b><u>18,076,415</u></b>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion <sup>(1)</sup>	9,554,396	10,855,165
Tenant receivable, net of current portion	40,260	
Right-of-Use (GASB 96), net of current portion	11,581	-
Capital assets:		
Construction-in-Process	24,860,622	14,000,068
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	62,700,239	66,179,970
	<u>91,767,616</u>	<u>84,386,793</u>
	<b><u>101,373,852</u></b>	<b><u>95,241,958</u></b>
	<b><u>125,041,750</u></b>	<b><u>113,318,372</u></b>
<b>DEFERRED OUTFLOWS OF RESOURCES:</b>		
Actuarial valuation of deferred outflows related to pensions <sup>(2)</sup>	5,098,192	6,194,423
Actuarial valuation of deferred outflows related to OPEB <sup>(4)</sup>	310,596	410,942
	<u>5,408,788</u>	<u>6,605,365</u>
<b>LIABILITIES:</b>		
Current liabilities:		
Accounts Payable	1,228,176	935,434
Accrued liabilities	87,174	176,879
Unearned revenues, current portion	53,024	16,826
Accrued compensated absences, current portion	30,689	34,044
Due to the City of Monterey	0	19,966
Interest Payable	38,008	-
Loans payable, current portion	346,678	209,972
Funds held in trust (CFCs)	1,055,030	922,457
<b>Total Current Liabilities</b>	<b><u>2,838,780</u></b>	<b><u>2,315,578</u></b>
Long-term liabilities:		
Security deposits	449,333	442,154
Unearned revenues, net of current portion	221,167	238,921
Accrued compensated absences, net of current portion	140,986	(14,078)
SBITA (GASB 96) Liability	11,581	
Loans payable, net of current portion	5,632,900	2,238,619
Actuarial valuation of net pension liability <sup>(6)</sup>	5,802,890	6,509,179
Actuarial valuation of OPEB liability <sup>(7)</sup>	1,560,497	2,032,252
<b>Total Long-Term Liabilities</b>	<b><u>13,819,354</u></b>	<b><u>11,447,048</u></b>
<b>Total Liabilities</b>	<b><u>16,658,134</u></b>	<b><u>13,762,626</u></b>
<b>DEFERRED INFLOWS OF RESOURCES:</b>		
Actuarial valuation of deferred inflows related to pensions <sup>(3)</sup>	5,009,360	5,159,271
Actuarial valuation of deferred inflows related to OPEB <sup>(5)</sup>	901,675	737,385
Deferred inflows related to leases (GASB 87) <sup>(1)</sup>	10,646,596	11,947,365
<b>Total Deferred Inflows of Resources</b>	<b><u>16,557,631</u></b>	<b><u>17,844,021</u></b>
<b>NET POSITION:</b>		
Net investment in capital assets	84,679,500	81,250,855
Restricted - unspent Passenger Facilities Charges	1,664,305	1,611,495
Restricted - Cash Assets	1,007,340	881,507
Unrestricted	9,883,628	4,573,233
	<u>\$ 97,234,773</u>	<u>\$ 88,317,091</u>

See Notes to Statements of Net Position.

**Notes to Statement of Net Position**  
**As of June 30, 2023**

	<b>Lease Receivable</b>	<b>Lease Interest</b>	<b>Total Lease Payments</b>
<b>1. Lease Receivable (GASB 87)</b>			
<b>Current:</b>			
FY 2024	<b>\$ 1,092,200</b>	\$ 419,353	\$ 1,511,553
<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-FY2032	2,745,539	1,033,454	3,778,993
FY 2033-FY2037	1,120,070	664,867	1,784,937
FY 2038-FY2042	950,661	469,598	1,420,259
FY 2043-FY2047	1,098,197	253,398	1,351,595
FY 2048-FY2052	594,096	72,227	666,323
FY 2053	62,037	1,564	63,601
	<b>9,554,396</b>	<b>3,502,080</b>	<b>13,056,476</b>
	<b>\$ 10,646,596</b>	<b>\$ 3,921,433</b>	<b>\$ 14,568,029</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.

	<b>Safety Plan</b>	<b>Misc. Plan</b>	<b>Totals</b>
<b>2. Deferred Outflows of Resources related to Pensions</b>			
Changes in assumptions	\$ 351,590	\$ 237,316	\$ 588,906
Differences between expected and actual experience	144,312	46,509	190,821
Differences between projected and actual earnings on Plan Investments	550,639	424,218	974,857
Adjustments due to differences in proportions	16,079	41,834	57,913
Current year contribution reclassification	464,250	163,720	627,970
Difference in proportionate share	2,041,062	616,663	2,657,725
	<b>\$ 3,567,932</b>	<b>\$ 1,530,260</b>	<b>\$ 5,098,192</b>
<b>3. Deferred Inflows of Resources related to Pensions</b>			
Net differences between projected and actual earnings on	\$ 37,866	\$ 31,149	\$ 69,015
Adjustments due to differences in proportions	3,556,080	954,611	4,510,691
Difference in proportionate share	364,943	64,711	429,654
	<b>\$ 3,958,889</b>	<b>\$ 1,050,471</b>	<b>\$ 5,009,360</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
Deferred Contributions	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	526,811
	<b>\$ 1,560,497</b>

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

	June 2023 (Unaudited)	FYTD 2023 (Unaudited)
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Receipts from customers	\$ 982,851	\$ 11,362,814
Payments to vendors for goods and services	(650,726)	(7,058,346)
Payments for employees pension and OPEB benefits	(53,333)	(819,283)
Payments to employees for services	(198,003)	(1,515,550)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>80,789</b>	<b>1,969,635</b>
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:</b>		
Proceeds from operating grants (CARES Act)	444,877	3,982,365
<b>Net cash provided by non-capital financing activities</b>	<b>444,877</b>	<b>3,982,365</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		
Proceeds from FAA Grants and Passenger Facilities Charges	790,706	11,873,672
Proceeds from Customer Facilities Charges	16,596	503,843
CalTrans Loan Proceeds	-	3,740,958
Acquisition and construction of capital assets	(693,847)	(11,952,352)
Interest paid on loans	-	(21,174)
Principal paid on loans	(4,442)	(209,972)
<b>Net cash provided (used) by capital and related financing activities</b>	<b>109,014</b>	<b>3,934,976</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Investment income received	34,423	88,342
Investments (purchased)	(691,473)	(9,478,111)
<b>Net cash (used) by investing activities</b>	<b>(657,050)</b>	<b>(9,389,769)</b>
Net Change in Cash and Cash equivalents	(22,369)	497,208
Cash and Cash Equivalents at Beginning of Period	4,916,459	4,396,882
Cash and Cash Equivalents at End of Period	<b>\$ 4,894,090</b>	<b>\$ 4,894,090</b>
<b>STATEMENT OF NET POSITION</b>		
<b>CLASSIFICATION OF CASH AND CASH EQUIVALENTS:</b>		
Unrestricted	\$ 1,983,524	\$ 1,983,524
Restricted	2,910,566	2,910,566
Total cash and cash equivalents	<b>\$ 4,894,090</b>	<b>\$ 4,894,090</b>
<b>Reconciliation of operating loss to net cash provided (used) by operating activities:</b>		
Operating Loss after Depreciation and Amortization	\$ (195,342)	\$ (2,674,462)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	465,723	5,577,878
(Increase) decrease in:		
Accounts receivable	19,486	118,541
Prepaid and other current assets	(12,676)	(293,728)
Increase (decrease) in:		
Accounts payable	(183,225)	(721,334)
Accrued liabilities	(4,822)	(75,999)
Interest Payable	-	20869.26
Security deposits	(7,848)	7,179
Unearned revenues	151	54,578
Accrued compensated absences	(659)	(23,921)
Due to the City of Monterey	-	(19,966)
<b>Total Adjustments</b>	<b>276,131</b>	<b>4,644,098</b>
<b>Net cash provided (used) by operating activities</b>	<b>\$ 80,789</b>	<b>\$ 1,969,635</b>
<b>Non-cash capital and related financing activities:</b>		
Acquisition of capital assets in accounts payable	<b>\$ 1,006,349</b>	<b>\$ 1,006,349</b>
Accrued interest on CEC and CalTrans loans	<b>\$ 17,456</b>	<b>\$ 60,518</b>

**MONTEREY PENINSULA AIRPORT DISTRICT  
FINANCIAL STATEMENTS UNAUDITED**

	<b>FY 2023 June ACTUAL</b>	<b>FY 2023 YEAR-TO-DATE ACTUAL</b>
<b>SOURCES AND USES OF CASH -- OPERATIONS</b>		
<b>SOURCES OF CASH:</b>		
CASH RECEIVED - OPERATING REVENUE	\$ 971,062	\$ 11,183,773
CASH RECEIVED - INTEREST INCOME	79,830	360,733
CASH RECEIVED	1,050,892	11,544,505
<b>USES OF CASH -- OPERATIONS:</b>		
CASH (DISBURSED) - OPERATING EXPENSE	(700,681)	(8,278,783)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(17,456)	(60,518)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	(4,442)	(103,470)
CASH (DISBURSED)	(722,579)	(8,442,770)
<b>CHANGE IN CASH POSITION FROM OPERATIONS &amp; DEBT SERVICE</b>	328,313	3,101,735
<b>USES OF CASH -- CAPITAL PROGRAM:</b>		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(1,708,429)	(12,877,485)
LOAN PROCEEDS - CALTRANS LOAN	-	3,740,958
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	780,440	6,966,639
<b>CHANGE IN CASH POSITION FROM CAPITAL PROGRAM</b>	(927,989)	(2,169,888)
<b>CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL &amp; DEBT SERVICE</b>	<b>\$ (599,676)</b>	<b>\$ 931,847</b>

**Supplemental Information:**

<b>PAID FROM 2023 OPERATING INC:</b>	<b>DATE PAID</b>	<b>AMOUNT PAID</b>	<b>AMOUNT UNAMORTIZED</b>
WORKER'S COMP PREPAID	7/1/2022	(43,405)	(63,349)
UAL PREPAID 07-01-2022	7/1/2022	(628,029)	0
			<b>\$ (63,349)</b>
<b>FAA CARES, CRRSA and ARPA Grants Billed FYTD (See Page 24)</b>			<b>\$ 4,624,599</b>

**FISCAL YEAR 2023**  
**FINANCIAL STATEMENTS UNAUDITED**  
**Construction-In-Progress**  
**June 30,2023**

Project Number/AIP #	Project Name	Balance at 30-Jun-22	FYTD Additions	FYTD Placed in Service	Balance at June 30,2023	Total Project Budget	Percentage Physically Complete
<b>CFC Funded:</b>							
2019-03	Water Distribution System	\$535,192	\$402,569		\$ 937,761	\$2,828,058	45%
<b>PFC Funded:</b>							
2020-04	CCTV and Perimeter Camera System	-	109,401		109,401	200,000	50%
<b>FAA Funded:</b>							
2020-12/AIP 73	Northside GA Apron Construction	8,516,259	736,990		9,253,249	11,000,000	99%
2020-13/AIP 72	Northeast VSR Improvements	1,912,961	103,970	(2,016,931)	-	1,946,065	100%
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	2,429,001	722,275		3,151,276	3,350,000	100%
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	374,767	4,904,759		5,279,526	6,603,000	35%
2023-01	SEP Phase D1 - Terminal Design	150	195,708		195,858	3,775,000	0%
<b>District Only Funded:</b>							
2020-14	Northwest Building Abatement	203,879	-		203,879	350,000	50%
2022-03	Vehicle Replacements	27,859	126,753	(81,216)	73,396	80,000	n/a
2023-04	2801 Property Repairs	-	40,871		40,871	350,000	0%
2023-05	Fred Kane to Skypark Paving	-	31,661		31,661	250,000	0%
2023-06	Airfield Vehicle Gates - \$100K	-	45,236		45,236	100,000	15%
2023-07	Terminal Building Painting	-	160,000		160,000	160,000	100%
2023-07	West Hold Room Passenger flow upgrades	-	69,210	-	69,210	165,000	95%
2023-08	SE Hangar Relocation - \$7M	-	5,309,298		5,309,298	7,000,000	15%
		<b>\$ 14,000,068</b>	<b>\$ 12,958,701</b>	<b>\$ (2,098,147)</b>	<b>\$ 24,860,622</b>	<b>\$ 38,157,123</b>	

**FISCAL YEAR 2023**  
**Airport Capital Improvements / Capital Expenditures**  
**FINANCIAL STATEMENTS UNAUDITED**  
**June 30,2023**

**Airport Improvement Programs**

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

Actual FY 2023		
Current Period		
\$	674,656.34	39%
	927,506.19	54%
	95,629.36	6%
	10,636.89	1%
<b>\$</b>	<b>1,708,428.78</b>	<b>100%</b>

Actual FY 2023		
Year-To-Date		
\$	5,012,667.17	39%
	6,582,058.53	51%
	882,690.26	7%
	400,068.74	3%
<b>\$</b>	<b>12,877,484.70</b>	<b>100%</b>

**FY 2022/23 District Capital Expenses/Budget:**

		Actual PTD	Budget PTD	Actual FYTD	Budget FYTD
2019-03 Water Distribution System	C	\$ 10,636.89	-	\$402,569.07	\$ 1,051,705.00
2020-04 CCTV and Perimeter Camera System	R	4,157.68	-	109,401.02	200,000.00
2020-12 Northside GA Apron Construction	R	122,144.30	-	736,990.32	440,194.00
2020-13 Northside VSR Improvement	R	-	-	103,969.95	-
2020-14 Northwest Building Abatement	D	-	-	-	194,425.00
2021-04 SEP Phase A1 Commercial Apron	R	48,992.70	-	722,274.77	1,398,403.00
2022-01 SEP Phase B1/B2/B3-ARFF Design	R	847,840.87	357,501.00	4,904,759.13	7,973,338.00
2022-03 Replacement Vehicles	D	73,395.94	-	45,536.94	55,000.00
2023-01 SEP Phase D1 Terminal Design	R	110,207.18	209,720.00	195,707.54	2,516,640.00
2023-02 Runway 28L-10R Treatment	R	-	-	-	2,170,000.00
2023-03 Commercial Apron Construction	R	-	620,000.00	-	1,860,000.00
2023-04 2801 Property Repairs	D	17,381.08	-	40,870.53	350,000.00
2023-05 Fred Kane to Skypark Pavement Improvements	D	-	-	31,661.40	250,000.00
2023-06 Airfield Vehicle Gate Upgrades	D	-	-	45,236.45	100,000.00
2023-07 Terminal Building Outside Painting	D	-	-	160,000.00	160,000.00
2023-07 West Hold Room Passenger Flow Upgrades	D	11,205.88	-	69,209.81	165,000.00
2023-08 Southeast Hangar Relocation	D	462,466.16	505,750.00	5,309,297.67	5,523,000.00
		<b>\$1,708,428.68</b>	<b>\$1,692,971.00</b>	<b>\$12,877,484.60</b>	<b>\$24,407,705.00</b>

R - District advances to FAA/PFC projects that will be reimbursed through grant draws; D - District only Expense projects; C - Project that will be funded using CFC funds.

**FISCAL YEAR 2023**  
**FINANCIAL STATEMENTS UNAUDITED**  
**Reimbursements of Construction-In-Progress**  
**June 30,2023**

Project Number/AIP #	Project Name	FAA	PFC	CFC	Totals
<b>Jul 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			14,950	
<b>FAA/PFC Funded:</b> 2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	171,860	6,711		
		171,860	6,711	14,950	<b>\$193,521</b>
<b>Aug 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			1,402	
<b>FAA/PFC Funded:</b> 2020-12/AIP 73 2021-04/AIP 76	Northside GA Apron Construction SEP Phase 1 A1- Commercial Apron Design	116,876	2,151 45,640		
		116,876	47,791	1,402	<b>\$166,069</b>
<b>Sept 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System				
<b>FAA/PFC Funded:</b> 2020-12/AIP 73 2020-13/AIP 72	Northside GA Apron Construction Northeast VSR Improvements	252,159 258,990	25,975		
		511,149	25,975	-	<b>\$537,125</b>
<b>Oct 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			64,185	
<b>FAA/PFC Funded:</b> 2020-12/AIP 73 2021-04/AIP 76 2022-01/AIP 79	Northside GA Apron Construction SEP Phase 1 A1- Commercial Apron Design SEP Phase B1/B2/B3 - ARFF Design	5,127 305,523 615,670	21,439		
		926,320	21,439	64,185	<b>\$1,011,944</b>
<b>Nov 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System				
<b>FAA/PFC Funded:</b> 2020-12/AIP 73 2020-13/AIP 72 2022-01/AIP 79	Northside GA Apron Construction Northeast VSR Improvements SEP Phase B1/B2/B3 - ARFF Design	194,123 18,863 111,466	22,379 84,352 10,924		
		324,452	117,655	-	<b>\$442,107</b>
<b>Dec 2022 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System				
<b>FAA/PFC Funded:</b> 2020-12/AIP 73 2021-04/AIP 76	Northside GA Apron Construction SEP Phase 1 A1- Commercial Apron Design		953 12,733		
		468,951	13,686	-	<b>\$482,637</b>
<b>Jan 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			20,983	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	378,524	38,996		
		378,524	38,996	20,983	<b>\$438,504</b>
<b>Feb 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			35,098	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	181,726	18,721		
		181,726	18,721	35,098	<b>\$235,545</b>
<b>Mar 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			118,024	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	810,369	58,559		
		810,369	58,559	118,024	<b>\$986,952</b>
<b>Apr 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			-	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	236,029	25,332		
		236,029	25,332	-	<b>\$261,361</b>
<b>May 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			136,165	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	1,192,103	102,166		
		1,192,103	102,166	136,165	<b>\$1,430,434</b>
<b>June 2023 Reimbursements</b>					
<b>CFC Funded:</b> 2019-03	Water Distribution System			16,596	
<b>FAA/PFC Funded:</b> 2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF Design	694,676	69,168		
		694,676	69,168	16,596	<b>\$780,440</b>
		<b>\$6,013,035</b>	<b>\$546,199</b>	<b>\$407,404</b>	<b>\$6,966,639</b>



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

	Par Value	Purchase Date	Maturity Date	Value At June 30,2023	Interest Rate
<b>UNRESTRICTED:</b>					
<b>U.S. Treasury Bills - MPAD (JP Morgan custodian):</b>					
U.S. Treasury Bill - \$500,000 - 1 Month	500,000.00	06/13/23	07/05/23	497,949.00	4.94%
U.S. Treasury Bill - \$2,000,000 - 4 Month	2,000,000.00	03//7/23	07/05/23	1,968,000.00	4.96%
U.S. Treasury Bill - \$3,800,000 - 2 Month	3,800,000.00	06/13/23	08/08/23	3,770,282.00	5.07%
U.S. Treasury Bill - \$3,400,000 - 4 Month	3,400,000.00	05/02/23	08/29/23	3,344,480.00	5.11%
U.S. Treasury Bill - \$4,000,000 - 6 Month	4,000,000.00	03/3/23	08/31/23	3,902,260.00	5.12%
U.S. Treasury Bill - \$1,000,000 - 3 Month	1,000,000.00	06/27/23	09/21/23	987,912.33	5.06%
	<u>14,700,000.00</u>			<u>14,470,883.33</u>	
<b>Pooled Money Investment Account - MPAD</b>					
State of California - Local Agency Investment Fund		Various	Various	<u>500,335.31</u>	2.07%
<b>Money Market Account - MPAD</b>					
JP Morgan Chase - District Reserve - Money Market Account				<u>1,251,731.11</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		06/13/19	06/13/23	125,000.00	3.30%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365		06/28/22	07/08/24	250,000.00	3.30%
Cash And Cash Equivalents		Various	Various	<u>70,023.34</u>	Variable
				<u>1,095,023.34</u>	
<b>General Accounts - MPAD</b>					
JP Morgan Chase - various checking accounts				<u>536,769.48</u>	
MPAD Cash and Investments - Unrestricted				17,854,742.57	
Less: L.A.I.F. 6/30/2022 Fair Value Adjustment				(7,835.16)	
Less: CDs June 30,2023 matrix pricing adjustment				<u>(26,968.00)</u>	
Subtotal: Unrestricted Cash and Investments				<u>\$ 17,819,939.41</u>	

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

	Par Value	Purchase Date	Maturity Date	Value At June 30, 2023	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 - 1 Month	400,000.00	06/13/23	08/08/23	<u>\$ 396,871.78</u>	5.32%
<b>Passenger Facility Charges (PFCs) - RESTRICTED:</b>					
JP Morgan Chase - Passenger Facility Charges (PFCs)				<u>\$ 1,244,580.31</u>	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents:					
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	272,262.58	Variable
				<u>572,262.58</u>	
				<u>\$ 1,816,842.89</u>	
<b>Customer Facility Charges (CFCs) - RESTRICTED:</b>					
JP Morgan Chase - Customer Facility Charges (CFCs)				<u>\$ 1,002,340.47</u>	0.01%
<b>Tenant's Security Deposits - RESTRICTED:</b>					
JP Morgan Chase - Money Market Account				<u>\$ 52,463.97</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>	
Sub-Total: MPAD Cash and Investments - Restricted				3,607,437.84	
Less: CDs June 30, 2023 matrix pricing adjustment				<u>(9,611.00)</u>	
Sub-total: Restricted Cash and Investments				<u>3,597,826.84</u>	
<b>Total MPAD Cash and Investments:</b>				<u><u>\$ 21,417,766.25</u></u>	

Monterey Peninsula Airport District  
CARES, CRSSA and ARPA Grants, Expenditures Processed and Balances  
June 30,2023

CARES ACT GRANT -3-06-0159-071-2021*		Total Draws	FY 2023		
Grant Date	Grant Amount	Prior Fiscal Years	Draws		Balance
5/13/2020	\$ 12,664,025	\$ 8,289,975	\$ 4,374,050	\$	-
CRSSA ACT CONCESSIONS GRANT -3-06-0159-075-2021					
Grant Date	Grant Amount		Total Draws		Balance
3/22/2021	\$ 50,110	\$ -	\$ 50,110	\$	-
ARPA ACT GRANT -3-06-0159-077-2021					
Grant Date	Grant Amount		Total Draws		Balance
8/12/2021	\$ 3,149,773	\$ 3,149,773	\$ -	\$	-
ARPA ACT LARGE CONCESSIONS GRANT -3-06-0159-078-KY 2022					
Grant Date	Grant Amount		Total Draws		Balance
12/22/2021	\$ 40,088	\$ -	\$ 40,088	\$	-
ARPA ACT SMALL CONCESSIONS GRANT -3-06-0159-078-KY 2022					
Grant Date	Grant Amount		Total Draws		Balance
12/22/2021	\$ 160,351	\$ -	\$ 160,351	\$	-
	<u>\$ 16,064,347</u>	<u>\$ 11,439,748</u>	<u>\$ 4,624,599</u>	<u>\$</u>	<u>-</u>
Grant Funds General	\$ 15,813,798	\$ 11,439,748	\$ 4,374,050	\$	-
Grant Funds Concession	250,549	-	250,549		-
Grants Funds	<u>\$ 16,064,347</u>	<u>\$ 11,439,748</u>	<u>\$ 4,624,599</u>	<u>\$</u>	<u>-</u>

\*CARES ACT DRAWS:

July	\$ 572,752
Sept	654,933
Oct	567,444
Dec	887,525
Feb	704,813
May	541,707
June	444,876
	<u>\$ 4,374,050</u>



# MONTEREY FIRE DEPARTMENT

## Report to Airport Board of Directors

July 2023

### 1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 35 incidents during the month as follows:

- MPAD property – 10
- City of Monterey – 23
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 2

### 2. Training

Personnel completed a total of 23.5 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

- Effective August 1, we have four new Captains in the Fire Department. Newly promoted Captains include John Alexiou, Rob Klemek, JD Sheldon, and Dean Vernarecci. Rob and Dean both came to Monterey Fire from the Monterey Airport Fire Department in our merger in 2014. Please join me in congratulating these four individuals.

## MONTEREY FIRE DEPARTMENT - Report to Airport Board of Directors

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

Alarm Date / Time	Response Time	Location	Incident Type
7/1/2023 10:58 AM	0:00:00	300 Sky Park DR	Assist invalid
7/5/2023 2:10 PM	0:00:09	200 Fred Kane DR	No incident found on arrival at dispatch address
7/7/2023 9:21 PM	0:02:59	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
7/8/2023 10:48 AM	0:03:30	401 Sky Park WAY	Assist invalid
7/13/2023 10:45 AM	0:03:30	100 Sky Park DR	Assist invalid
7/18/2023 9:20 PM	0:02:46	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
7/20/2023 1:27 PM	0:02:12	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
7/21/2023 8:22 AM	0:03:14	200 FRED KANE DR	EMS call, excluding vehicle accident with injury
7/29/2023 11:36 AM	0:02:40	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
7/30/2023 4:11 AM	0:04:09	200 Fred Kane DR	EMS call, excluding vehicle accident with injury

**TO:** Michael La Pier, Executive Director  
**FROM:** Operations Department  
**DATE:** August 1, 2023  
**SUBJ:** Operations Report

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

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

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

Alaska Air operated by SkyWest

- Continues to use the Embraer (EMB) 175 aircraft to SAN and SEA once a day
- Scheduled to operate a monthly total of 124 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 16 flights (Arrivals and Departures)

United operated by SkyWest.

- SFO continues two flights a day using the E175 / CRJ200.
- LAX continues two flights a day, using the E175 / CRJ700.
- DEN continues once 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 a mix of A319 / E175 / CRJ700 aircraft.
- DFW continues with two daily flights using the A319 aircraft.
- Scheduled to operate a monthly total of 307 flights (Arrivals and Departures)

Cumulatively speaking, flights have increased by 15 (757 vs. 742) compared to July 2022, an increase of 2%. The number of available seats has increased by approximately 30% (65,298 vs. 49,887).

**MRY AIRPORT NOISE COMMENT LOG**  
**JULY 2023**

Name		Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Reported Weather / Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Kathy Uribe	Monterey	7/4/2023	5:24AM	UNK	N/A	I was under the impression, mistakenly perhaps, that MRA departures were restricted until after 06:00. The last several mornings, I've heard otherwise, and also see a scheduled Dallas connector around 05:00. Please let me know if these are anomalies, or SOP. Thanks	BR	Responded the FAA requires that the airport remain open 24 hours. With out knowing specifically which aircraft departed at the times you mention, it does coincide with the daily American Airlines flight to Dallas	
2	Lanier Sammons	Monterey	7/4/2023	3:35 PM	F/A-18F	West	Extremely loud takeoff overhead - was inside, so I have no visual details, but that underscores how loud it was - painful volume even inside	BR	Responded that the aircraft that you heard was a US Navy aircraft participating in an event in support of the U.S. Women's Open golf tournament at Pebble Beach.	Aircraft flew VFR for possible T/G on RWY 28R before proceeding to flyover Pebble for US OPEN
3	Jennifer Purtle	Carmel	7/4/2023	Approx 4 PM	F/A-18F	West	Did not see the plane; sound indicated a small jet flying at low altitude (like an airshow); judging by sound maybe 500- 1000 feet, likely on the lower end. At first i thought it was the start of an airshow for the Fourth of July. I am the ex-wife of an airline pilot, and i am from a family of licensed pilots grandfather, grandmother, mother - not complaining about something i am ignorant about.	BR	Responded that the aircraft that you heard was a US Navy aircraft participating in an event in support of the U.S. Women's Open golf tournament at Pebble Beach.	Aircraft flew VFR for possible T/G on RWY 28R before proceeding to flyover Pebble for US OPEN
4	Lanier Sammons	Monterey	7/5/2023	3:30 PM	F/A-18F	West	Very loud, set off car alarms, painful volume even inside	BR	Responded that the aircraft in question is the same aircraft heard yesterday. The Navy aircraft was flying a departure procedure authorized by the FAA.	F/A-18 approved for an unrestricted climb to 9000'
5	Tom DeBenedetti	Monterey	7/5/2023	3:30 PM	F/A-18F	West	Extremely loud jet making windows rattle. Seemed to be a take off.. Would prefer a feedback on what penalties will be applied to this violator	BR	Responded that the aircraft in question was a Navy fight returning to Lemoore. The Navy aircraft was flying a departure procedure authorized by the FAA.	F/A-18 approved for an unrestricted climb to 9000'
6	Merredith Harrill	Fisherman Flats	7/7/2023	4:40 PM	Osprey	28L Dep	Loud sound like helicopter hovering for a long time now. Especially annoying when trying to hear company conversation outside.	MC	Advised of aircraft type.	3 Ospreys on the ramp after one developed a mechanical fault. They have had to do some idle engine runs to diagnose.
7	City Of Monterey	N/A	7/7/2023	2:30 PM	Osprey	28L Dep	Local resident complained of loud helicopter hovering.	MC	Advised as above.	
8	Goleen Gsell	Monterey	7/13/2023?	2:20PM	Unknown	Unknown	At 2:20 pm today, July 13, 2023 - a plane went over our Josselyn Canyon, Monterey neighborhood that was so LOUD that it was frightening and caused us to go indoors. We thought a plane was going to crash, that's how loud it was. It is disturbing. We would hope there be laws in place to prevent this kind of disruption in our neighborhood. Thank you.	BR	Responded that weather and ATCT dictate the traffic pattern and that overflight was unavoidable	

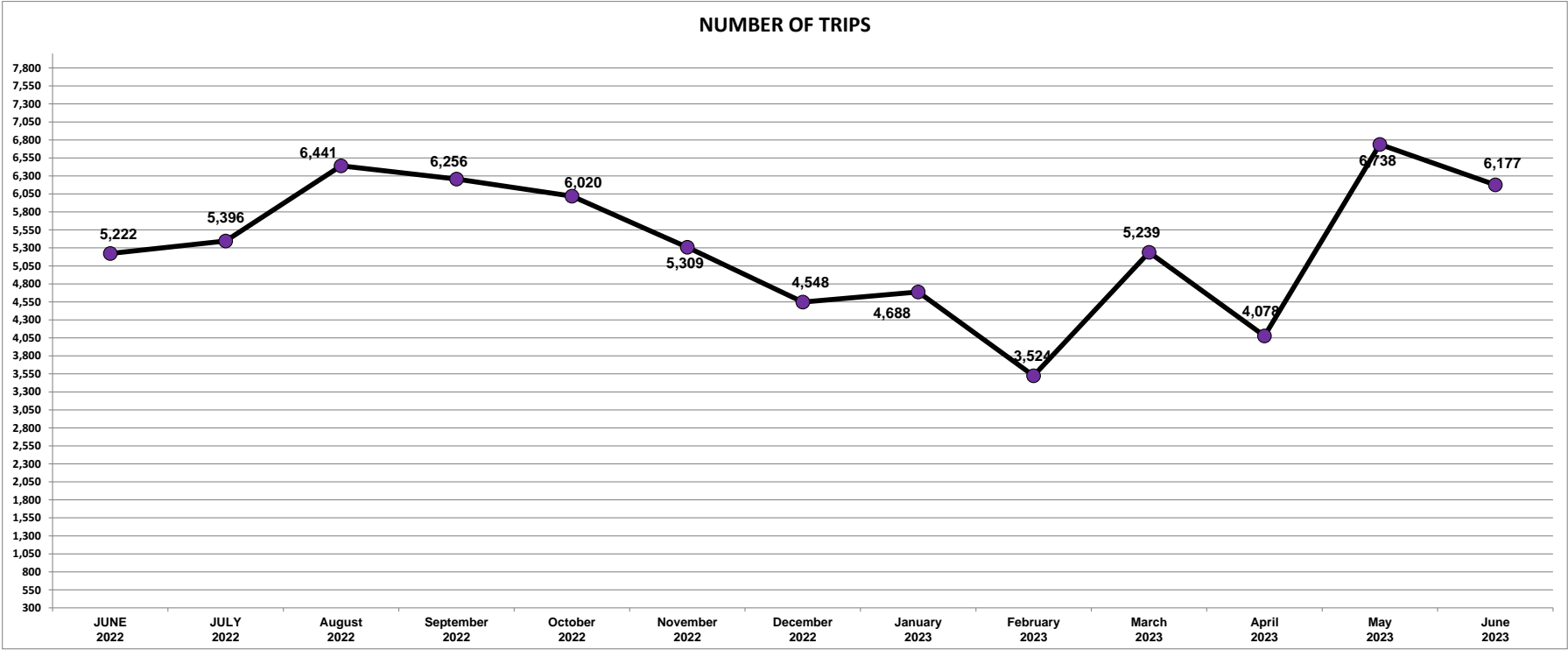
9	Tom DeBenedetti	Monterey	7/14/2023	2:23 PM	F18's	28L Dep	Excessive jet noise vibrating windows. Over 10 seconds of ear piercing blasts	MC	Responded to inform the noise was two F18's departing west.	
10	Stephanie Garcia	Carmel	7/14/2023	2:15 PM	F18's	28L Dep	There was an extremely loud - low-plane flying over for an extended period of time. It sounded like fleet week in San Francisco. There are still loud planes flying around - 10 minutes later. This is very bad for all the birds/ animals that it is disturbing.	MC	Responded to inform the noise was two F18's departing west.	
11	Sarah Hunter	Seaside	7/16/2023	1:30PM	DA42	28R	N400cc is constantly doing touch and goes. Abusing noise policy and ruining Sunday for the rest of us. At least 6 touch and goes in last 30 minutes. Please tell them to stop being rude and selfish Thanks	BR	Reminded her that we request that aircraft operating from the airport consider our neighbors, but we also understand that training operations, such as those conducted by the aircraft in question, are vital to ensuring pilot proficiency and safety.	
12	Nancy Runyon	New Monterey	7/19/2023	11:58 AM	Unknown	10R App	aircraft flew directly over my home in heavy fog setting off several car alarms and rattling my home as it landed. We could hear the whole landing and taxiing, which we usually don't. This was followed by 12 additional normal-sounding landings before 1:05pm. It felt like we were under attack. I left a phone message with the wrong date of 7/15 and asked for a call back-not yet received. We need to be warned when something this big comes in so we can evacuate and not have a heart attack thinking this one is coming straight at us.	MC	Explained I was unable to identify the aircraft plus we wouldn't be able to warn her everytime a larger aircraft came in. Explained the use of the ILS during foggy conditions and how fog can amplify aircraft noise.	
13	Adam Wachtel	Ft Ord	7/23/2023	3:20 PM	Global 6000	28R	noise from a Bombardier Global 6000 that landed at the Monterey Airport (KMRY) at approximately 15:25 on July 23rd without any identifiable call sign or registration number other than "GLEX" on Radar. The flight appears to have originated from KSJC at approximately 15:05. At 15:20 as the aircraft flew over Fort Ord National Monument it caused excessive high-pitched and loud noises and appears to have come to KMRY much too fast. I would like Air Traffic Control to review this. Thank you.	BR	Explained that the aircraft was under the control of the FAA and on an approved flight plan.	Aircraft was on a visual approach right base to 28L.
14	Christy Adams	Monterey	7/23/2023	11:24 PM	Unknown	West	Large jet take off or landing during quiet hours at Monterey airport woke my husband and myself up.	BR	Responded that the FAA requires that the airport remain open 24 hours.	
15	Cheryl Parker	DRO	7/28/2023	9:13: PM	Unknown	Unknown	There are several small aircraft taking off, circling, and landing after the local noise restrictions ordinances keep me awake as they have been doing this the past 10 minutes.	BR	Responded that the FAA requires that the airport remain open 24 hours.	



16	Uwe Grobecker	Monterey	Daily	"daily during the day time and at night"	Unknown	Unknown	I would like to speak in front of your committee or board meeting about this issue. Please let me know what day and time you would be available. thank you.	BR	Responded that all board and committee meetings are held in the district board room in the administration offices at the Monterey Regional Airport. The public is invited to attend all open meetings. The link below will provide further information regarding the board schedule and meeting agendas.	
17	Wes Schweikhard	DRO	7/28/2023	10:20 PM	Unkown	Unknown	We've been experiencing a small propeller plane that seems to circle from the airport and back over our house over and over again for over an hour in the late evenings. It's loud, from inside our house it's very loud, keeps small children awake, we're unable to sleep as it continuously flies over our house. Wish this plane (and others) could at least take the normal flight path. Very disturbing to our residential community here. Thanks for considering.	BR	Responded that the FAA requires that the airport remain open 24 hours.	
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										
0	**NONE**									
AIR OPERATIONS OF UNKNOWN ORIGIN										

MONTHLY TOTALS and COMPARISONS						
	Jul-23	Jul-22	% Change	Other Airport	UNKNOWN ORIGINS	
Number of Complaints:	17	8	113%	0	0	
Number of Operations:	5,413	5,346	1%			
			% Change			
Annual Total	43	34	26%	0	0	

Transportation Network Companies (TNCs)



	2022	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023
	JUNE	JULY	August	September	October	November	December	January	February	March	April	May	June
NUMBER OF TRIPS	5,222	5,396	6,441	6,256	6,020	5,309	4,548	4,688	3,524	5,239	4,078	6,738	6,177
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 15,666	\$ 16,188	\$ 19,323	\$ 18,768	\$ 18,060	\$ 15,927	\$ 13,644	\$ 14,064	\$ 10,572	\$ 15,717	\$ 12,234	\$ 20,214	\$ 18,531
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 15,666	\$ 16,188	\$ 19,323	\$ 18,768	\$ 18,060	\$ 15,927	\$ 13,644	\$ 14,064	\$ 10,572	\$ 15,717	\$ 12,234	\$ 20,214	\$ 18,531

Cumulative 12-Month Operating Income:

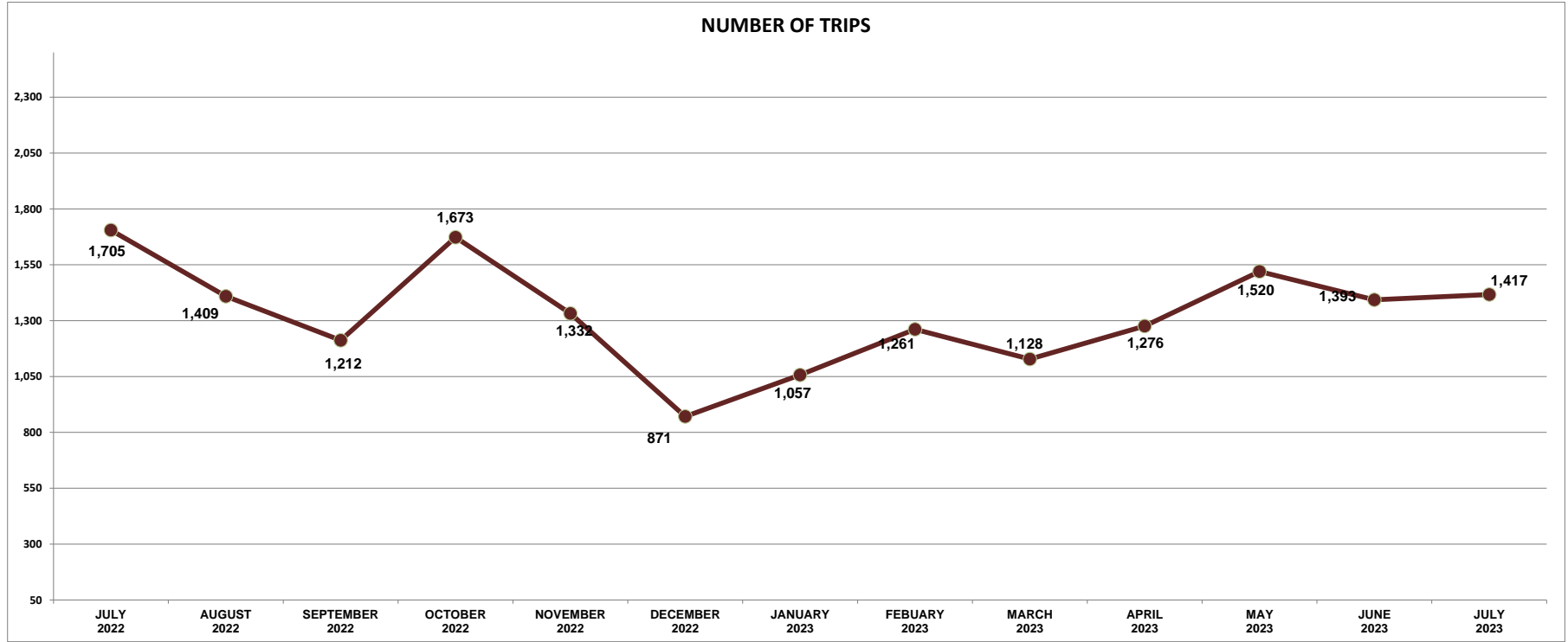
\$ 193,242

Fiscal Year To Date (July 2022 - June 2023) Operating Income:

\$ 193,242

13-MONTH ROLLING COMPARISON

Taxis

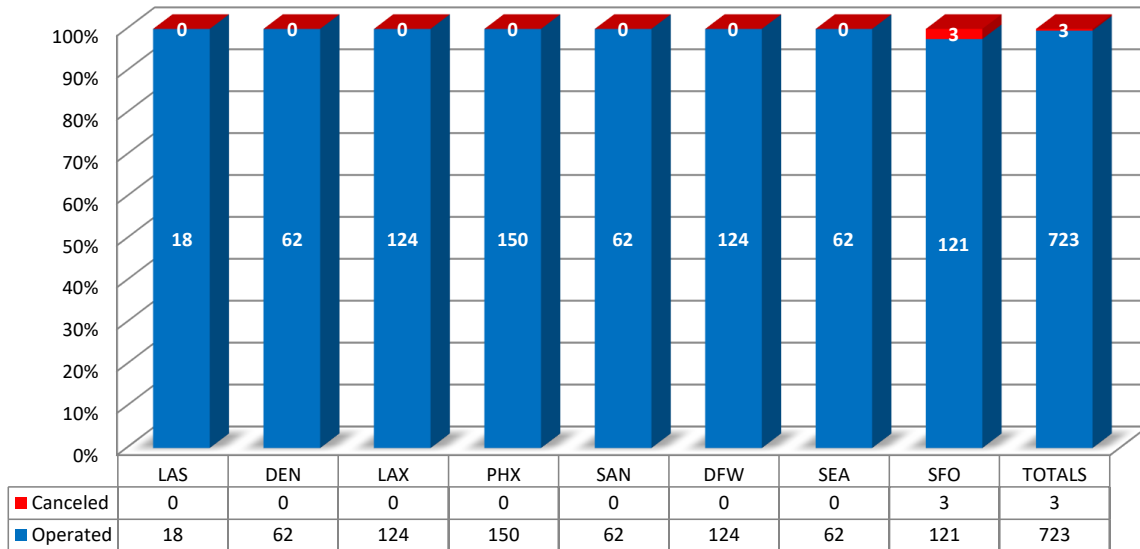


	2022 JULY	2022 AUGUST	2022 SEPTEMBER	2022 OCTOBER	2022 NOVEMBER	2022 DECEMBER	2022 JANUARY	2023 FEBRUARY	2023 MARCH	2023 APRIL	2023 MAY	2023 JUNE	2023 JULY
NUMBER OF TRIPS	1,705	1,409	1,212	1,673	1,332	871	1,057	1,261	1,128	1,276	1,520	1,393	1,417
PERMITS SOLD	7	3	1	0	0	0	1	1	1	0	0	12	14
TAXI TRIP FEES	\$ 5,115	\$ 4,227	\$ 3,636	\$ 5,019	\$ 3,996	\$ 2,613	\$ 3,171	\$ 3,783	\$ 3,384	\$ 3,828	\$ 4,560	\$ 4,179	\$ 4,251
TAXI PERMIT FEES	\$350	\$150	\$50	\$0	\$0	\$0	\$100	\$100	\$100	\$100	\$100	\$1,200	\$1,400
TAXI - TOTAL REVENUE	\$ 5,465	\$ 4,377	\$ 3,686	\$ 5,019	\$ 3,996	\$ 2,613	\$ 3,271	\$ 3,883	\$ 3,484	\$ 3,928	\$ 4,660	\$ 5,379	\$ 5,651
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
TAXI - TOTAL EXPENSE	\$ 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)	\$ 3,382	\$ 2,294	\$ 1,603	\$ 2,936	\$ 1,913	\$ 530	\$ 1,188	\$ 967	\$ 568	\$ 1,012	\$ 1,744	\$ 2,463	\$ 2,735
FYTD 2024 (July 2023 - June 2024) OPERATING INCOME / (LOSS)													\$ 2,735
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 19,953

\* February 1st swap to "OBD" system

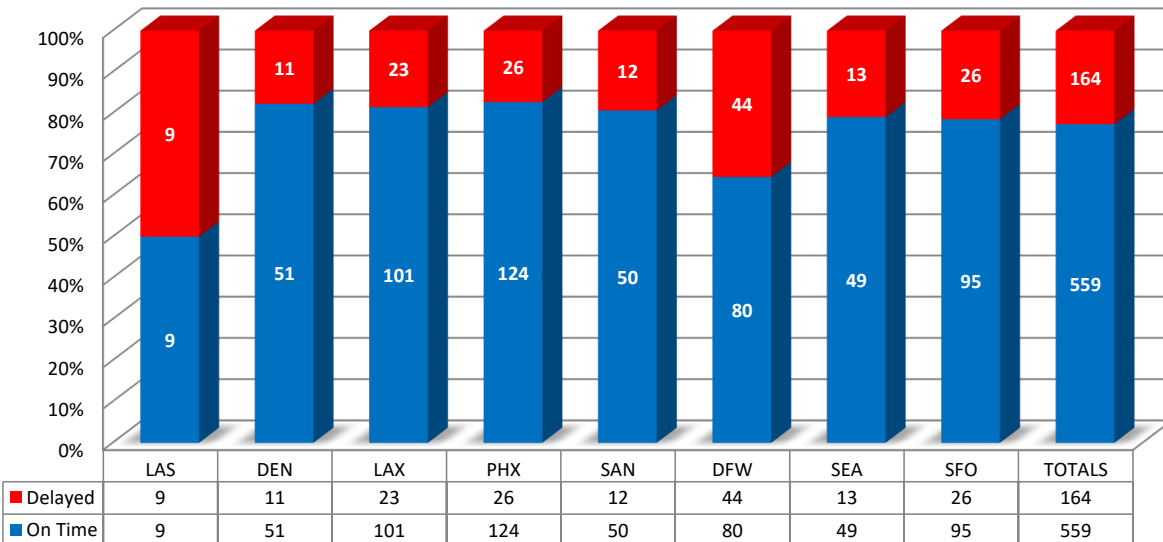
# JULY 2023

## July Commercial Flights Operated vs. Canceled

































**TOTAL CANCELLATIONS:** 3

## July Commercial Flights On Time vs. Delayed



**TOTAL DELAYED FLIGHTS:** 164

<div><div><div><div>Monterey</div><div>REGIONAL AIRPORT</div></div></div><div><div>Monterey Regional Airport</div><div>August 2023 Flight Schedule</div></div><div><div><div><div>Monterey</div><div>REGIONAL AIRPORT</div></div></div></div></div>											
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))
A319 (156)	LAS		63	10:30 AM	18,21,25,28	PHX		4813	6:00 AM	DAILY	EMB175 (76)
EMB175 (76)	PHX		3003	10:45 AM	DAILY	SFO		5653	6:00 AM	DAILY	EMB175 (76)
A319 (128))	DFW		2879	11:50 AM	DAILY	LAX		5658	10:30 AM	DAILY	CRJ700 (66)
EMB175 (76)	SFO		5479	12:20 PM	DAILY	PHX		3003	11:15 AM	DAILY	CRJ700 (66)
EMB175 (76)	DEN		5438	1:30 PM	DAILY	LAS		1658	11:30 AM	18,21,25,28	A319 (156)
EMB175 (76)	SEA		3319	3:40 PM	DAILY	DFW		2879	12:30 PM	DAILY	A319 (128))
A319 (128))	PHX		222	3:45 PM	DAILY EX 1	DEN		5778	1:00 PM	DAILY	EMB175 (76)
A319 (156)	LAS		32	4:20 PM	4,7,11,14	SFO		4729	2:30 PM	DAILY	EMB175 (76)
EMB175 (76)	SAN		3489	7:10 PM	DAILY	SAN		3473	4:20 PM	DAILY	EMB175 (76)
EMB175 (76)	LAX		5233	7:45 PM	DAILY	PHX		222	4:20 PM	DAILY EX 1	EMB175 (76)
EMB175 (76)	PHX		3174 3056	8:00 PM 9:00 PM	1-14 15-31	LAS		1658	5:10 PM	4,7,11,14	A319 (156)
A319 (128))	DFW		1563	9:45 PM	DAILY	SEA		3471	7:50 PM	DAILY	EMB175 (76)
EMB175 (76)	SFO		5447	12:15 AM	DAILY	LAX		4743	8:30 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:** August 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 July 2023:

➤ **ARFF Construction**

- The contractor has continued to install the wall framing, electrical, fire sprinkler, plumbing/mechanical and HVAC systems. Doors, windows, sheet rock, and foam agent system will be installed in August.

➤ **FY24 CIP Projects**

- Staff have been in contact with multiple vendors that will be providing services related to the capital improvement projects. A few of the contracts will be brought to the August meeting for contracting consideration.

➤ **Terminal Design**

- Two public visioning workshops were held in July with approximately 50 attendees and an online visioning survey was also created and provided for public input.

➤ **Well Confirmation**

- The Airport received the Confirmation Of Exemption (COE) from the Monterey Peninsula Water Management District for the replacement wells at 2801 and 2999 Monterey Salinas Highway.
- MPWMD confirmed that neither of the wells are connected to the MPWRS (Seaside Groundwater Basin), pursuant to MPWMD Rules.
- The COE allows well extractions to serve domestic and irrigation water needs and allows the Airport to use each well within its capability based on the drawdown testing. The Monterey County Environmental Health Bureau will provide capacity restrictions when it comes to domestic use after accounting for treatment and system losses. It is anticipated that the domestic use will be allowed as follows:
  - 2801 Source Capacity Credit = 17.69 GPM
  - 2999 Source Capacity Credit = 12.5 GPM
- There is no limit on use when it comes to irrigation or car washing operations. That use will be allowed as follows:
  - 2801 Pumping Rate = 70.77 GPM
  - 2999 Pumping Rate = 50 GPM
- The well systems must be registered, metered, and inspected, and annual metered use must be reported to MPWMD. This Exemption is valid only if the required annual reporting is received and the registration information is kept current.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	7/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2022-01	79	18-22-C-00-MRY	\$11,209,740	\$5,279,526	\$616,350	\$5,895,876	70%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	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 BOD meeting.	Construction began in late November. The exterior walls and roof installation were completed in May 2023. Interior rough in, electrical, sprinklers and HVAC all began in June 2023. Doors, windows and drywall will be installed in July.
2	2023-01	TBD	18-22-C-00-MRY	\$3,664,550	\$195,858	\$0	\$195,858	5%	SEP Phase D1 Terminal Design	The initial interview panel selected two architectural firms for Board interviews on 10/21/22: HOK was the first-ranked team. The draft HOK Scope of Work was discussed at an online meeting with FAA in February 2023.	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. Grant applications, based on the HOK, KHA and PFM contracts were submitted to the FAA in late April and we anticipate grant offers in August 2023.
3	2024-01	TBD	18-22-C-00-MRY	\$3,157,895	\$0	\$0	\$0	5%	SEP Phase D1 Terminal Design	Same as 2023-01 above.	Same as 2023-01 above.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	7/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
4	2023-02	TBD	18-22-C-00-MRY	\$2,170,000	\$0	\$0	\$0	0%	RUNWAY 28L-10R TREATMENT		No work has started at this time.
5	2023-03	TBD	18-22-C-00-MRY	\$44,707,180	\$0	\$0	\$0	0%	SEP Phase B2 Commercial Apron Construction		The low bid contract of \$41,046,883.83 by Graniterock Vanguard JV was approved at the June 21st board meeting. We are awaiting the grant offer, based on bids from FAA. The grant is anticipated to be awarded on or about August 25, 2023.
<b><u>OUTSIDE FUNDED PROJECTS:</u></b>											
8	2019-03	N/A	N/A	\$2,828,058	\$937,761	\$0	\$937,761	45%	WATER DISTRIBUTION SYSTEM	Capacity testing was completed at both locations, 2999 Monterey Salinas Highway and 2801. The contract amendment with Kimley Horn to design the distribution system was approved at the December BOD meeting.	KHA are completing the water distribution route and project design specifications. A presentation was provided at the April 27, 2023 board meeting.
9	2023-08	N/A	N/A	\$7,100,000	\$5,309,298	\$442,620	\$5,751,917	65%	SOUTHEAST HANGAR PURCHASE	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 September 2023.



FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	7/31/2023	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
<b><u>DISTRICT ONLY FUNDED PROJECTS</u></b>											
11	2020-14	N/A	N/A	\$350,000	\$203,879	\$0	\$203,879	0%	NORTHWEST BUILDING ABATEMENT		Staff are evaluating building 1105 Airport Way.
12	2024-02	N/A	N/A	\$100,000	\$0	\$0	\$0	100%	VEHICLE REPLACEMENT		
13	2023-04	N/A	N/A	\$440,000	\$40,871	\$0	\$40,871	5%	2801 PROPERTY REPAIRS	2801 Building A needed significant elevator updates to meet State requirements that were completed in September 2022.	A bid award to Coastal Paving was approved at the July board meeting and contract execution is in process.
14	2023-05	N/A	N/A	\$350,000	\$31,661	\$0	\$31,661	5%	FRED KANE-SKYPARK PAVEMENT IMPROVEMENTS		Same as 2023-04 above.
15	2024-03	N/A	N/A	\$225,000		\$0	\$0	0%	AIRFIELD AND PROPERTY MAINTENANCE		Staff will bring a contract for the EMAS Bed inspection to the Board at the August 2023 meeting for consideration.
16	2024-04	N/A	N/A	\$55,000		\$0	\$0	0%	TERMINAL AREA IMPROVEMENTS		Staff will bring a contract for the Gate 1 Courtyard wall height increase to the Board at the September 2023 meeting for consideration.



# POLICE

## DEL REY OAKS

# MONTHLY POLICE ACTIVITY REPORT

July 2023

**TO:** Michael La Pier, Executive Director  
**FROM:** Sergeant Roger Guzman  
**DATE:** AUGUST 7, 2023  
**SUBJECT:** Police Activity Report for JULY 2023

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

### Highlights

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

### Training

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

### Calls for Service

1. 07/10/23 12:30 PM Officer Bough  
Main Terminal: Customer Service  
Helen Kennedy WALSH, was contacted again in the terminal causing a disturbance. WALSH was provided transportation to the Post Office. APS was notified.
2. 07/20/2023 2:05 PM Officer K Andoy  
Terminal: Medical Emergency  
Officer Andoy applied pressure to a profusely bleeding wound until AMR arrived. Patient was transported to the Community Hospital for further evaluation.
3. 07/21/23 7:53 PM Detective Moore  
Main Terminal: Baggage Claim/Property Damage  
Det Moore responded to the report of damage to the Terminal Building. He located severe damage in the baggage claim area. Airport Maintenance was called out due to the level of damage to the building.
4. 07/31/23 3:15 PM Officer Gomez  
Jet Center Ramp/JSX Boarding: Suspicious Persons  
Intoxicated Passengers were causing a disturbance in the waiting area. Passengers were denied boarding. Officer Gomez stayed on scene until they left the area via Uber.

END OF REPORT.