

AMENDED AGENDA

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

January 9, 2019 - 10:00 AM

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS

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

E. SEATING OF CHAIR

F. SELECTION OF CHAIR PRO TEM

G. APPOINTMENT OF COMMITTEES BY CHAIR

a. Standing Committees:

- i. Budget and Finance _____
- ii. Air Service, Marketing, Community Relations _____
- iii. Airport Property Development and Leases _____

b. Ad-Hoc Committees:

- i. Local Jurisdiction Liaison _____

c. Liaison/Representatives:

- i. Local Agency Formation Commission _____
- ii. Regional Taxi Authority _____
- iii. Transportation Agency for Monterey County _____
- iv. Special Districts Association Liaison _____

H. CONSENT AGENDA – ACTION ITEMS

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

- Approve 1. [Minutes of the Special Meeting of November 26, 2018](#)
- Approve 2. [Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of December 7, 2018](#)
- Approve 3. [Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of December 7, 2018](#)
- Approve 4. [Minutes of the Committee Meeting of the Budget and Finance Committee of December 10, 2018](#)
- Approve 5. [Minutes of the Regular Meeting of December 12, 2018](#)

I. DEFERRED CONSENT AGENDA - ACTION ITEMS

J. REGULAR AGENDA - ACTION ITEMS

- Presentation 1. Current Parking Situation and Future Options and Recommendations by Republic Parking
- Adopt 2. [Resolution No. 1737, Authorizing a Professional Services Agreement with Kimley-Horn and Associates Inc. for the Feasibility Analysis and Design of a Non-potable Water Distribution System - Finance Committee](#)
- Adopt 3. [Resolution No. 1738, A Resolution of the Monterey Peninsula Airport District Approving the Industrial Disability Retirement of Devin Church](#)
- Presentation 4. Information Regarding Limits on Board Member Stipends by District Counsel

K. ACCEPTANCE OF DEPARTMENT REPORTS

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

L. BOARD COMMITTEE REPORTS

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

- a. Standing Committees:
 - i. Budget and Finance Directors Leffel & Sabo
 - ii. Air Service, Marketing, Community Relations Directors Cursio & Nelson
 - iii. Airport Property Development and Leases Directors Miller & Nelson

b. Ad-Hoc Committees:

i. Local Jurisdiction Liaison

Directors Leffel & Miller

c. Liaison/Representatives:

i. Local Agency Formation Commission

Director Leffel Alt: Sabo

ii. Regional Taxi Authority

Director Leffel Alt: La Pier

iii. Transportation Agency for Monterey County

Director Sabo Alt: Nelson

iv. Special Districts Association Liaison

Director Miller Alt: Sabo

M. CLOSED SESSION

- 1. REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as 2801 Monterey-Salinas Highway, Monterey, CA 93940.
- 2. REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the property identified as 200 Fred Kane Drive, # 201, Monterey, CA 93940.
- 3. POTENTIAL LITIGATION** (Government Code section 54956.9(d)(4)) The Board will meet with the Executive Director and District Counsel to discuss potential initiation of litigation – one case.

N. RECONVENE TO OPEN SESSION

O. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Fort Ord Reuse Authority Presentation on the Eastside Parkway Project (tabled until completion of EIR)*
- *AMBAG Ex-Officio Representation*
- *Creation of Board Secretary Position and Discussion Regarding Positions Identified in the District's Enabling Act*

P. 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.)

Q. ADJOURNMENT

AGENDA DEADLINE

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

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

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

November 26, 2018 - 1:00 PM - Board Room

A. CALL TO ORDER/ROLL CALL

Chair Miller called to order the Special Meeting of the Board of Directors at 1: 11 PM. Directors Cursio, Leffel, Nelson and Sabo were present. The following District Officers were present: Executive Director La Pier, District Counsel Huber, and Acting District Secretary Auker.

B. PLEDGE OF ALLEGIANCE

District Counsel Huber led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

D. PUBLIC COMMENTS

Public Comment: Elizabeth Stacey, Del Rey Oaks resident, stated that she was curious why residents were not notified about this meeting until late in the afternoon the day before Thanksgiving. She noted that if more notice was received, there would have been more people in attendance from Del Rey Oaks, as well as other people who commented on the EIR.

Public Comment: Richard Ruccello, Casanova Oak knoll Neighborhood Association President, stated that he brought a copy of a picture of a tanker truck on one of the cul-de-sacs in his neighborhood that is directly opposite to the entry to the north side. He stated that he would like to have a meeting with Executive Director La Pier and board members to establish protocol for deliveries. He noted that the contents of the tanker truck were unknown and, on that day, they had six to eight different semi-trucks pull into that closed street and get stuck. He stated that what worries the residents is the danger of the hazardous material and this truck backing down the hill into traffic on their own with no guidance and rules for the tenants on deliveries need to be established. In conclusion he added that \$250,000 was recently spent to close that street off following all state laws, and the problem continues.

E. REGULAR AGENDA - ACTION ITEMS

- Adopt 1. Resolution No. 1730, A Resolution of the Monterey Peninsula Airport District to Approve and Certify the Final Environmental Impact Report, the Mitigation Monitoring and Reporting Program, and Related CEQA Findings, for the Monterey Regional Airport Master Plan

Chair Miller introduced Item E.1 and Executive Director La Pier introduced the planning team.

District Counsel Huber noted that the meeting was published in accordance with the Government Code and he stated the recommendations to the Board.

James Harris and Judi Krauss, Coffman Associates, briefly discussed the history of the Airport Master Plan project process, highlighting the public outreach, and gave a presentation to the Board on the project, the final EIR, the CEQA environmental process and the findings.

District Counsel Huber thanked the Coffman staff for their work and reiterated the recommendations to the Board.

Chair Miller opened the item for public comment at 2:12 PM.

Public Comment: Matthew Wright, Monterey Fuel Company General Manager, stated that he was in attendance to voice support for the proposed Resolution 1730 and 1731 and ask that the Board take action to approve both the Final Environmental Impact Report and the Airport Master Plan. He stated that Monterey Fuel Company is the largest tenant at Monterey Regional Airport, and, perhaps, the one most likely to be impacted, either positively or negatively, by these documents. He noted that they understand the overall importance for the airport and the public that an updated master plan is adopted and the potential harm and safety issues for failing to plan for the future. He added that a community that is heavily reliant on air travel and tourism for its economic vitality only speaks to the importance of the documents that are being considered. He reiterated that Monterey Fuel Company supports Alternative 1 as presented in the EIR and stated that they believe the master plan does a good job of defining the current state of the airport and identifies areas that need development and improvement.

Public Comment: Louise Goetzelt, Del Rey Oaks resident, stated that she notices that a lot of hard work has gone into the draft master plan and the EIR. She stated that she objects to the north side road coming in through Del Rey Gardens Drive, and that this is also a comment from Mr. R.J. Roland, Roland and Associates. The major concern is that road and the impact it would have on the quality of life (noise, exhaust, etc.) of the residents of The Oaks and Mr. Roland's business as well as the environmental impact of constructing the road (runoff, impact on the flora and fauna, etc.).

Public Comment: Richard Ruccello, Casanova Oak knoll Neighborhood Association President, stated that the CONA neighborhood association is in support of Alternative 1 but wanted to expand on the emergency response difference to the City of Del Rey Oaks. He stated that being a member of a Community Emergency Response Team, he can attest to the importance of quick emergency response and having an agreement with an adjoining jurisdiction to have fire available and to have paramedics on board those fire engines is a life-or-death situation.

Public Comment: Bob Smith, Del Rey Oaks resident, stated that he wanted to ask Judi, one of the consultants, if they did a study on the impact of putting that north road through over to 218, he did not hear anything about the environmental or the impact on the residents.

Public Comment: Wayne Marien, Del Rey Oaks resident whose property backs up to the fence of the Airport's property, stated that he did not see in the EIR any mention of the effect on property values, noting that he read many studies that indicate declines in property values on residences that are located near airports. He expressed another concern regarding the noise that is created by the airport.

Public Comment: Alex Siqueiros, Del Rey Oaks resident, stated that he just wanted to find out if the current businesses that are in that area where the road is going to be will move or if they'll stay there.

Public Comment: Dennis Allion, Del Rey Oaks City Councilmember stated that he wanted to emphasize that there is a lot of misperception about the proposed north side access road and in particular that there is a lot of misperception on the part of citizens of Del Rey Oaks that the City Council has made a backdoor deal with the Airport. He noted that this is the Airport's master plan, City Council was asked to provide input, they provided input and emphasized that we all have to figure out a solution that will be acceptable to the people of The Oaks, to the people like Jay Roland, who has his business there, and to the gentleman who just talked about noise pollution on his side of the boundary. He stated that one of the really important things the Board needs to address is to get people to understand exactly what the plans are for the area. He stated that he does not think people understand the potential for

sound buffering, dust, etc. and how these things can be mitigated. He stated that they need to be addressed in a logical way so people can understand them, and then people may be more receptive to the idea of the north side access road.

Chair Miller closed public comment at 2:30 PM. After final discussion and comments from the Board, Chair Miller thanked staff and consultants for their work and also thanked the members of the public for attending the meeting.

Director Leffel moved to adopt Resolution No. 1730. Director Cursio seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1730

A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO APPROVE AND CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT, THE MITIGATION MONITORING AND REPORTING PROGRAM, AND RELATED CEQA FINDINGS, FOR THE MONTEREY REGIONAL AIRPORT MASTER PLAN

WHEREAS, the Monterey Peninsula Airport District (“District”) has prepared a Draft Airport Master Plan and associated draft land use compatibility plan for the Monterey Regional Airport (“Airport”) to provide a development framework to implement improvements that would enable the Airport to accommodate future demand for air travel in the region, enhance airport safety, incorporate airport sustainability goals, and increase airport self-sufficiency; and

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) (SCH#2015121105) has been prepared by the District, as the Lead Agency, pursuant to the requirements of California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”) and the State CEQA Guidelines (14 Cal Code Regs. Sections 15000 *et seq.*) to address the potential environmental impacts associated with the Monterey Regional Airport Draft Airport Master Plan, as identified as the Proposed Project, and three alternatives (Alternative 1 (the environmentally superior alternative), Alternative 2 (no north side road) and Alternative 3 (no project)); and

WHEREAS, Alternative 1 retains all the major project components of the Proposed Project, but has been designed to reduce the environmental impacts identified for the Proposed Project while still meeting the important Proposed Project objectives; and

WHEREAS, the Proposed Project and Alternative 1 have been studied to the same level of detail in the environmental analysis; and

WHEREAS, the three alternatives represent a reasonable range of the alternatives that could feasibly attain one or more of the project objectives and eliminate or reduce significant impacts; and

WHEREAS, Alternative 1 has been identified as the environmentally superior alternative; and

WHEREAS, there is no reasonable alternative site in light of the nature of the Proposed Project, which is to provide a development framework to implement needed safety and other improvements at the Airport; and

WHEREAS, on December 30, 2015, the District published a Notice of Preparation and Notice of Scoping Meeting for the DEIR; and

WHEREAS on September 14, 2018, the District published the Notice of Availability of Draft EIR (SCH#2015121105) and announcement of Public Meeting; and

WHEREAS, the Draft EIR was circulated for a fifty-four (54) day public review period from September 17, 2018 to November 9, 2018;and

WHEREAS, the District held a public meeting (workshop) on October 9, 2018, to receive and consider public comments with respect to the Proposed Project and the completeness and adequacy of the Draft EIR; and

WHEREAS, the District prepared responses to all written comments received during the public review period and all oral comments received on the record at the October 9, 2018 public workshop; and

WHEREAS in accordance with Section 15132 of the State CEQA Guidelines, the Final EIR (SCH#2015121105) consists of:

- a. Draft EIR (SCH#2015121105) and all appendices and technical reports thereto;
- b. Comments and responses to comments on Draft EIR (SCH#2015121105), including a list of all persons, organizations, and public agencies commenting;
- c. Proceedings of the public workshop that was held on the Draft EIR, on October 9, 2018, at the Airport;
- d. Agenda packet and materials for Final EIR (SCH#2015121105) and the Proposed Project and staff's recommendation for Alternative 1 to be approved as the Airport Master Plan project for the Airport that were provided to the District Board of Directors ("Board") dated November 26, 2018;
- e. Proceedings of the Board meeting held on November 26, 2018;
- f. Public testimony provided at the Board meeting held on November 26, 2018;
- g. Board Resolutions relating to the Proposed Project and Alternatives and Final EIR, including all attachments thereto; and,
- h. All attachments and documents incorporated by reference identified in items a. through g. above; and

WHEREAS, Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines requires that this Board make one or more of the following findings prior to approving or carrying out a project for which an EIR has been prepared identifying one or more significant effects to project, together with a statement of facts in support of each finding:

- (1) Changes or alterations have been required in, or incorporated into, the project, which mitigate or avoid the significant effects on the environment.
- (2) Changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report; and

WHEREAS, with respect to significant effects which were subject to a finding under paragraph (3) above, the Board must find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment; and

WHEREAS, Section 15093(a) of the State CEQA Guidelines requires this Board to balance the benefits of a Proposed Project against its unavoidable environmental risk in determining whether to approve the project; and

WHEREAS, Section 15093(b) of the State CEQA Guidelines requires that, where the decision of this Board allows the occurrence of significant effects which are identified in an EIR, but are not at least substantially mitigated, the Board must state in writing the reasons to support its action on the Final EIR or other information in the record; and

WHEREAS, Section 15097 of the State CEQA Guidelines requires that a mitigation monitoring and reporting program (“MMRP”) designed to ensure compliance with mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Final EIR be prepared; and

WHEREAS, on November 21 , 2018, the District provided to the Board copies of the entire Agenda packet and other materials identified above for the November 26, 2018 Board meeting on the Final EIR (SCH#2015121105) and the Proposed Project and Alternative 1 as the staff recommended Airport Master Plan Project; and

WHEREAS, the Board has reviewed and considered all such materials for the Final EIR (SCH#2015121105) and the Proposed Project and the staff recommended Alternative 1 identified above; and

WHEREAS, on November 21, 2018, the District provided notice of the public meeting on the Final EIR (SCH#2015121105) and the Proposed Project and Alternative 1 scheduled for November 26, 2018, in accordance with the Ralph M. Brown Act, Government Code Section 54950, *et seq.*; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, as the airport proprietor of Monterey Regional Airport, and, in light of the whole record for Final EIR (SCH#2015121105) and the Proposed Project and Alternative 1 before it:

1. Has reviewed and considered Final EIR (SCH#2015121105) as the Lead Agency pursuant to CEQA and finds that it is adequate, complete and contains all information required by CEQA and the State CEQA Guidelines.

2. Has provided, and will continue to provide, Final EIR (SCH#2015121105), on file with the Monterey Regional Airport, 200 Fred Kane Drive, Monterey, California 93940, and available for inspection through the District’s Planning Department, Chris Morello, Deputy Director for Strategy and Development.

3. Finds that Final EIR (SCH#2015121105) has identified all significant environmental

effects of the Proposed Project and Alternative 1 and has analyzed a range of reasonable alternatives to the Proposed Project, as set forth in the CEQA Findings, Facts in Support of the Findings, and Statement of Overriding Considerations (“Findings”), which are incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit A.”

4. Adopts the appropriate finding(s) set forth in Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines with respect to each significant environmental effect identified in Final EIR (SCH#2015121105), and each alternative considered in Final EIR (SCH#2015121105), and the explanation of its reasoning with respect to each finding as set forth in the Findings.

5. Finds that although Final EIR (SCH#2015121105) identifies certain significant environmental effects that may occur with implementation of Alternative 1 (the Environmentally Superior Alternative), all significant effects that feasibly can be mitigated or avoided have been reduced to an acceptable level by imposition of mitigation measures, all of which have been identified in Final EIR (SCH#2015121105) and described in the attached Findings; and all of which are adopted by this Board to mitigate the environmental effects of Alternative 1, the environmentally superior alternative.

6. Finds that the unavoidably significant environmental effects of Alternative 1, as identified in the attached Findings, have been lessened substantially in their severity, to the extent feasible, by the imposition of mitigation measures identified in the attached Findings. This Board also finds that those unavoidable significant environmental effects are outweighed by the economic, social, technological and other benefits of Alternative 1, as set forth in the Statement of Overriding Considerations, as identified in the attached Findings.

7. Adopts the Statement of Overriding Considerations, as identified in the attached Findings, which, based on substantial evidence in the record, supports and justifies approval of Alternative 1, notwithstanding certain unavoidably significant environmental effects that feasibly cannot be mitigated to below a level of significance. The unavoidable significant environmental effects of Alternative 1 are deemed acceptable when balanced against the overriding economic, social, technical and other benefits of Alternative 1 as set forth in the Statement of Overriding Considerations.

8. Finds that the MMRP, which is incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit B,” establishes a mechanism and procedure for implementing and verifying the implementation of, and compliance with, the adopted mitigation measures pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097, and this Board adopts the MMRP. The MMRP is adopted, is incorporated into Alternative 1 as a condition of approval, and shall be fully enforceable.

9. Find that Final EIR (SCH#2015121105) has described a reasonable range of alternatives to the Proposed Project, including Alternative 1 (the environmentally superior alternative), that feasibly could obtain the basic objectives of the project (including the No Project Alternative), even when these alternatives might impede the attainment of project objectives and might be more costly.

10. Finds that there is substantial evidence in the entirety of the record to support the conclusions and findings before this Board.

11. Finds that significant new information has not been added to Final EIR (SCH#2015121105) since the circulation of the Draft EIR such that recirculation for additional public

review is necessary pursuant to State CEQA Guidelines Section 15088.5. The Board further finds that no information has been presented showing new significant effects and that no feasible alternative that would clearly lessen the significant physical environmental effects identified in the Final EIR has been proposed and rejected by this Board.

12. Finds, based on Final EIR (SCH#2015121105), that Alternative 1 will not involve removal of coastal sage scrub habitat, or result in a net loss in Reserve System acreage or a net loss in sub-regional habitat values, and Alternative 1 will be implemented in accordance with the applicable provisions of the approved National Community Conservation Plan (“NCCP”)/Habitat Conservation Plan (“HCP”) and associated state and federal permits.

13. Finds that Final EIR (SCH#2015121105) reflects the independent review and judgment of the District and Board.

14. Finds that Final EIR (SCH#2015121105) serves as adequate, complete, and appropriate environmental documentation for Alternative 1.

15. Certifies Final EIR (SCH#2015121105) as complete and adequate in that Final EIR (SCH#2015121105) addresses all environmental effects of Alternative 1 and fully complies with the requirements of CEQA and the State CEQA Guidelines.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 26th day of November 2018, by the following roll call vote:

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

Adopt 2. Resolution No. 1731, A Resolution of the Monterey Peninsula Airport District to Approve the Monterey Regional Airport Master Plan

Chair Miller introduced Item E.2, stating that the item was covered in the presentation of Item E.1.

District Counsel Huber provided clarification on what the adoption of Resolution No. 1731 would be approving.

Director Leffel moved to adopt Resolution No. 1731. Director Cursio seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1731

A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO APPROVE THE MONTEREY REGIONAL AIRPORT MASTER PLAN

WHEREAS, the Monterey Peninsula Airport District (“District”) has prepared a Draft Airport Master Plan and associated draft land use compatibility plan for the Monterey Regional Airport (“Airport”) to provide a development framework to implement improvements that would enable the Airport to accommodate future demand for air travel in the region, enhance airport safety, incorporate airport sustainability goals, and increase airport self-sufficiency; and

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) (SCH#2015121105) has been prepared by the District, as the Lead Agency, pursuant to the requirements of California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”) and the State CEQA Guidelines (14 Cal Code Regs. 15000 *et seq.*) to address the potential environmental impacts associated with the Draft Airport Master Plan, as identified as the Proposed Project, and three alternatives (Alternative 1 (the environmentally superior alternative), Alternative 2 (no north side road) and Alternative 3 (no project)); and

WHEREAS, the Draft EIR evaluated the Proposed Project and Alternative 1 (the environmentally superior alternative) to the same level of project detail to facilitate review and consideration by the Airport District Board (“Board”); and

WHEREAS, this Draft EIR was designated as EIR (SCH#2015121105) and was circulated for public review and comment for a fifty-four (54) day public review and comment period from September 17, 2018, to November 9, 2018, pursuant to and consistent with CEQA and the State CEQA Guidelines; and

WHEREAS, the District, as the lead agency under CEQA, the Project proponent and airport proprietor, set forth certain goals and objectives to guide it during the preparation of the Draft EIR, including, but not limited to the following:

- (i) Enhance Airport Safety – Provide improvements that will enhance the Airport’s safety by meeting Federal Aviation Administration (“FAA”) design standards to the maximum extent feasible;
- (ii) Prepare for Future Aviation Demand – Provide improvements to safely and adequately prepare for forecasted aviation operations and demand through the year 2033 consistent with new code requirements and passenger expectations for airport functionality;
- (iii) Incorporate Airport Sustainability Goals – Incorporate the Airport’s goals, objectives, and performance targets for sustainability within proposed development projects; and
- (iv) Increase Airport Self-Sufficiency – Provide opportunities for additional revenue-producing uses of the Airport to enhance its economic viability and self-sufficiency; and

WHEREAS, these goals and objectives are consistent with long-standing and adopted policies of the District to operate the Airport in a manner that provides the maximum air transportation opportunities at the Airport while ensuring that Airport operations do not unreasonably result in adverse environmental effects of surrounding communities; and

WHEREAS, this Board independently considered the merits of all alternatives, including the Proposed Project, Alternative 1 (the environmentally superior alternative) and two additional alternatives, identified in EIR (SCH#2015121105) and measured the benefits and costs of those alternative scenarios as identified in EIR (SCH#2015121105); and

WHEREAS, on November 26, 2018, by Resolution No. 1730 the Board certified Final EIR (SCH#2015121105) as complete and adequate in that it addresses all environmental effects of the Proposed Project, Alternative 1, and the other alternatives and fully complies with the requirements of CEQA, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a

Mitigation Monitoring and Reporting Plan (collectively “CEQA Findings”); and

WHEREAS, the District, at the direction of the Board, has engaged in active discussions with the City of Monterey and the City of Del Rey Oaks, as well as other stakeholders and the community, about elements of the Proposed Project and Alternative 1. Those discussions have been productive and fruitful, and, although differences in opinion remain, District staff recommends Board approval of Alternative 1 (the Environmentally Superior Alternative), as the Airport Master Plan Project for the Airport, as summarized below; and

WHEREAS, Alternative 1 retains all of the major project components of the Proposed Project, but Alternative 1 has been redesigned to reduce the environmental impacts identified for the Proposed Project, including:

- (i) Providing the construction of the north side access road in the short-term (instead of in the long-term as proposed under the Project); and
- (ii) Relocating and constructing the permanent Aircraft Rescue and Firefighting (“ARFF”) facility on the north side (rather than building a temporary facility on the south side); and
- (iii) Providing a cul-de-sac road on the Highway 68 frontage road to minimize the impact on potentially significant biological resources; and

WHEREAS, on November 21, 2018, the District provided notice of the public meeting on approval of the Airport Master Plan Project scheduled for November 26, 2018, in accordance with the Ralph M. Brown Act, Government Code Section 54950, *et seq.*;

NOW, THEREFORE, IT BE RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that the District, as the proprietor of the Airport:

1. Approves Alternative 1 as the Airport Master Plan Project for the Airport, as described in Final Environmental Impact Report (SCH#2015121105) and in companion Resolution No. 1730, and the related and attached CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan.
2. Adopts and incorporates as conditions to this approval of Alternative 1 as the Airport Master Plan Project all of the mitigation measures discussed in Final EIR (SCH#2015121105), and as identified in the companion Resolution No. 1730, and the related and attached CEQA Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan, and directs that all such mitigation measures be implemented at a time and in a manner consistent with the approved Alternative 1 and each mitigation measure.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 26th day of November 2018, by the following roll call vote:

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

F. ADJOURNMENT

The meeting adjourned at 3:01 PM.

Minutes Approved at the
Meeting of January 9, 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

December 7, 2018 - 10:00 AM - Administration Office Conference Room

A. CALL TO ORDER

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

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. Restaurant Lease Extension

Executive Director La Pier reported that the discussions with the owners of Golden Tee had somewhat broken down over the addition of language in the lease extension. The language that was added giving the Board the right to terminate the agreement if a new terminal were completed became a sticking point with the current operator. La Pier indicated the current owner had hired a broker to represent the business during the attempt to sell the business and that broker had indicated he would need at least 10 years remaining on the agreement before the business would be marketable. La Pier reported to the Committee that he indicated to the broker that it was improbable that the District would entertain a 10-year extension. The committee was in general agreement.

General discussion regarding the state of the restaurant industry in the community ensued. It was decided the Committee would report to the full Board the current status of the negotiations.

Discussion 2. Schedule Next Meeting

The next meeting was scheduled for January 4, 2019 at 11:00 AM.

E. ADJOURNMENT

The meeting adjourned at 10:57 AM.

Minutes Approved at the
Meeting of January 9, 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

December 7, 2018 - 11:00 AM - Administration Office Conference Room

A. CALL TO ORDER

The meeting was called to order at 11:02 AM. Director Nelson, Director Cursio and Executive Director La Pier were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. Air Service Update

Executive Director La Pier introduced the most recent advance booking information regarding the new American Airlines DFW service. The information was received from the local station manager and specifically addresses advance bookings for the initial service in February. The committee discussed the booking numbers and agreed that additional marketing would be needed to help bolster the performance. Director Cursio inquired if the members of Team Fly Monterey were aware of this information. Executive Director La Pier indicated the TFM members were being made aware of this information today. Discussion continued around the support of the TFM members and the community. Executive Director La Pier indicated that the community in general has shown strong support for the service but was having a difficult time marketing a service that starts for a short period of time, ceases operating and then returns on a more permanent basis approximately 6 weeks later. As a result, much of the community – based marketing is being focused on the April service start – up.

The committee agreed that some marketing locally around the idea of escaping the traffic and congestion associated with the AT & T Pebble Beach Pro – Am in February might be worthwhile. Executive Director La Pier indicated he would have some conversation with representatives from Chidlaw Marketing about this suggestion.

Review 2. Passenger Comment Cards

The Passenger Comment Card report was reviewed by the Committee. No significant concerns were expressed.

Review 3. Noise Complaint Report

The Noise Complaint Report was reviewed by the Committee. General discussion ensued. No significant concerns were expressed.

Discussion 4. Schedule Next Meeting

The next meeting was scheduled for January 4, 2019 at 10:00 AM.

E. ADJOURNMENT

The meeting adjourned at 11:54 AM.

Minutes Approved at the
Meeting of January 9, 2019

William Sabo, Chair

ATTEST

Michael La Pier, AAE
District Secretary

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

December 10, 2018 - 10:00 AM - Board Room

A. CALL TO ORDER

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

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

*October 2018 Financial Statements
October 2018 Financial Statement Variance Analysis
October 31, 2018 Accounts Receivable Aged Invoice Report
Reinstatement of Customer Facility Charges Staff Report
Updating Local Agency Investment Fund Approved Signers Staff Report*

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. FYTD 2018 Financial Statements

Reviewed overall financial performance of the airport as of October 31, 2018.

October 2018 combined airport operating revenues are \$826.2K which is \$51.9K (6.7%) higher than budget (\$774.3K) and FYTD revenues are \$3.25M which is \$113.4K (3.6%) higher than budget (\$3.14M). The October favorable revenue variance is attributed to higher Commercial Aviation Terminal Concessions, Non-Aviation Tenant Fees and Miscellaneous Other Operating Revenues. These higher revenues offset lower General Aviation, Taxi and TCP fees.

October operating expenses are under budget by \$119.3K (14.3%).

October's net favorable expenses variance resulted from the following: Salary & Wage and Employer Payroll Tax Expenses are \$67.7K lower than budget, Employer Benefit Expenses under budget by \$14.5K, Personnel Related Expenses are over budget by \$8.5K, Business Related Expenses are materially on budget, Expendable / Consumable Supplies & Materials expenses are under by \$6.7K, Repair & Maintenance expenses are under budget by \$41.1K, Outside Services are materially on budget, Professional Services are under budget \$6.7K. Marketing related expenses are over budget \$6.8K, Outside Services are materially on budget and Utilities expenses are over budget \$4.4K.

October FYTD Operating Expenses are \$2.73M which is \$196.5K lower than budget (\$2.93M). This favorable variance is attributed to lower expenses in most all expense categories except Police salaries and wages and Marketing expenses.

With higher than budget operating revenues and lower operating expenses, the October Operating Income is \$108.9K which is \$171.3K higher than budget (-\$62.4K). FYTD operating income is \$503.9K which is \$309.7K or 159.5% higher than budget (\$194.2K).

Review 2. October 2018 Financial Statement Variance Analysis

Revenues:

*CA Landing Fee
Commercial Fuel Flowage Fees*

Historical Commercial Fuel Flowage (CFF) fees averaged 60,000 gallons per month, and the Airport used that average for its budget. With the addition of the United Denver flights there appears to be a CFF increase of 40,000 gallons per month. We will monitor CFF sales for future budgeting.

*GA Landing Fee
TNC Permit and Trip Fees*

In October enplanements spiked and Uber and Lyft both exceeded budgeted TNC fares by 1,456 which resulted in a favorable fees variance (\$4.4K). In FY18 approximately 12% of all passengers traveling through the Airport used TNC transportation. In October 16.9% of all passengers used TNC transportation.

Parking Concession

In October Parking Concessions vehicle counts were under budget by 1,304 cars budget overall there was a daily favorable rate variance of \$2.03 per car (\$6.31 Bud vs \$8.34 Act). An increase of approximately 440 long term parked cars over 3 days created the favorable variance.

*General Aviation Fuel Flowage Fees
Self-Storage
Tenant Employee Parking, Decals & Badges
Miscellaneous Other Operating Revenue*

The October Miscellaneous Other Operating Revenue variance includes a \$9.7K invoice to GSA/TSA for the installation of a server room air-conditioning system in the TSA staff and computer room.

Expenses:

Finance & Administration:

Overtime (OT) Pay

The Overtime (OT) Pay favorable variance comes from a \$10K FY19 budget estimate for the Executive Director incentive compensation. This Executive Director incentive compensation was paid early in FY19.

*District Legal Counsel
Public Relations*

October's FY19 Public Relations budget was \$1.5K and actual expenses were for \$10.2K. The variance relates to the United Airlines Denver launch celebration. Vendors included Tarpys' and other local suppliers.

Air Service Development
Utilities – Gas

Historically PGE natural gas usage is low in October -- approximately 400 Therms. Due to changes in the weather natural gas usage increased by 1,500 Therms.

Utilities - Water

Planning & Development:

Salary & Wage Reimbursement
Architect & Engineer
Environmental

Maintenance & Custodial Services:

Custodial Supplies & Materials
Airfield Repair & Maintenance

Airfield Repairs and Maintenance were under budget by \$34.6K. The October Airfield Repairs and Maintenance budget included \$25K for KR Surface Industries (rubber removal) and \$13K of other vendor expenses. No rubber removal work was performed in October, and actual Airfield Repairs and Maintenance expenses only included paint supplies for work on the airfield hold lines.

Airport Operations:

None

Police Department:

Salaries & Wages
Overtime (OT) Pay
Workers' Compensation Insurance
CalPERS Retirement
CalPERS Health Insurance

ARFF / Fire Services:

District Vehicle Repair & Maintenance

The ARFF vehicle repairs continued in October with payments to A1 Transmission (\$6.7K) Valley Fire (\$19.9K) and Burton's Fire Inc. (\$974). The ARFF vehicle was placed back in service in October.

Board of Directors:

Business Travel & Entertainment Expense

October business travel & entertainment expenses include conference travel for Directors Miller, Leffel and Cursio to ACI Nashville. Part of these expenses were budgeted for November.

Other Income and Expense:

*Grants – FAA
Passenger Facility Charges
Interest Income - L.A.I.F.
Depreciation and Amortization Expense*

No additional questions on revenues or expenses.

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

The accounts receivable balance on October 20, 2018 is \$393K. This balance is 1.5% lower than the September 30, 2018 balance and 19.7% higher than the balance on October 31, 2017. The net accounts receivable balance over 60 days old on October 30, 2018 is \$622. This decrease in accounts receivables is attributed to timing of collections from October.

The outstanding October accounts receivable invoices on November 26, 2018 total is \$110.9K. Included in this November 26 balance are seven airline related invoices totaling approximately \$80.4K, GSA/TSA invoice \$9.7K and several small invoices which are offset by several small customer prepayments.

Discussion 4. Consider Reinstatement of Customer Facility Charges for Planning and Construction of a Proposed Water Distribution System Project

Finance Committee members discussed Staff's request to reinstate a Customer Facility Charge (CFC) for planning and construction of a proposed non-potable water distribution system. The Finance Committee discussed Ordinance 830 authorized by the Board of Directors in 2003 for collection of CFCs' and its relationship to Resolution No. 1736.

Discussion 5. Updating Approved Signers for Investment of Monterey Peninsula Airport District Monies in the Local Agency Investment Fund (LAIF).

Finance Committee members discussed Staff's request to update the list of approved signers for the Monterey Peninsula Airport District (District) Local Agency Investment Fund (LAIF) account with the California State Treasurer as an investment option for excess cash balances. Resolution No. 1422, adopted December 27, 2006, authorized District Officers to deposit or withdraw funds from LAIF. The composition of the District's Officers has changed and the LAIF Resolution should be amended to reflect those changes.

Discussion 6. FY 2019-2024 Airport Capital Improvement Plan (ACIP)

Finance Committee members discussed Staff's proposed ACIP schedule to be presented to Board of Directors. Staff would like to present the ACIP to FAA if approved.

The next meeting was scheduled for January 7, 2019 at 10:00 AM in the Board Room.

E. ADJOURNMENT

The meeting adjourned at 12:15 PM.

Minutes Approved at the
Meeting of January 9, 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

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

December 12, 2018 - 10:00 AM - Board Room

A. CALL TO ORDER/ROLL CALL

Chair Miller called to order the Regular Meeting of the Board of Directors at 10:00 AM. Directors Cursio, Nelson and Sabo were present. Director Leffel arrived at 10:04 AM. The following District Officers were present: Executive Director La Pier, District Counsel Huber, Acting District Secretary Auker and Deputy Executive Director Bergholz.

B. PLEDGE OF ALLEGIANCE

Deputy Executive Director Bergholz led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Chair Miller introduced the Airport's two most recently hired employees, Mark Curtis and Benjamin Pippenger, and he gave each of them the opportunity to introduce themselves. He also stated that Monterey Regional Airport received an Award of Excellence from the Carmel Chamber of Commerce in the Professional Services: Large category.

D. PUBLIC COMMENTS

None.

E. DECLARATION OF ELECTION RESULTS

Adopt 1. Resolution No. 1732, A Resolution Declaring the Results of the Monterey Peninsula Airport District General Election held November 6, 2018

Executive Director La Pier presented Item E. 1.

Director Leffel moved to adopt Resolution No. 1732. Director Sabo seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1732

A RESOLUTION DECLARING THE RESULTS OF THE MONTEREY PENINSULA AIRPORT DISTRICT GENERAL ELECTION HELD NOVEMBER 6, 2018

WHEREAS, a General Election was held on November 6, 2018 in the County of Monterey, State of California, in accordance with the Monterey Peninsula Airport District Act as amended, for the election of three (3) members of the Board of Directors of said District: two members for the full term of four (4) years and one member for a term of two (2) years until each of their successors has been elected and has qualified for such office; and

WHEREAS, the three incumbent directors, Gary Cursio, Carl M. Miller, and Matt Nelson, were the only qualified nominees (candidates) for the three open positions on the Board of Directors, and so there were insufficient nominees to cause an election on November 6, 2018; and

WHEREAS, the Monterey County Board of Supervisors, under Elections Code Section 10515 approving the appointments of qualified nominees in Lieu of the Election held on November 6, 2018, passed and adopted Monterey County Board Order File Number 18-986 dated October 5, 2018, attached hereto as Exhibit “A” and incorporated herein by this reference, that specifically appoints “Carl M. Miller and Gary Cursio”, each to serve a four-year term, and “Matt Nelson”, to serve a two-year term; and

WHEREAS, Claudio Valenzuela, Registrar of Voters, County of Monterey, State of California, certified these appointments and has provided Certificates of the Registrar of Voters as described in his letter to the Monterey Peninsula Airport District dated October 31, 2018, attached hereto as Exhibit “B”.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT that the District Secretary is hereby authorized and directed to enter upon the records of the District a statement of the results of said election as follows: Carl M. Miller and Gary Cursio, each being duly qualified persons and having duly filed Nomination Papers, and having been appointed by the Monterey County Board of Supervisors for a full term of four (4) years each; and Matt Nelson, being a duly qualified person and having duly filed Nomination Papers, and having been appointed by the Monterey County Board of Supervisors for a term of two (2) years; and that each said person hereinabove declared appointed shall be given the Certified Oath of Office to be administered by District Counsel.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018 by the following roll call vote:

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

F. ADMINISTER OATH OF OFFICE FOR ELECTED OFFICIALS

Chair Miller introduced Monterey County Superior Court Judge Robert O’Farrell, who administered the Oath of Office to each of the Directors.

G. CONSENT AGENDA – ACTION ITEMS

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

- Approve 1. Minutes of the Committee Meeting of the Budget and Finance Committee of November 9, 2018
- Approve 2. Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of November 9, 2018
- Approve 3. Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of November 9, 2018
- Approve 4. Minutes of the Regular Meeting of November 14, 2018
- Approve 5. Minutes of the Special Meeting of November 26, 2018

Adopt 6. Ordinance No. 924, An Ordinance of the Monterey Peninsula Airport District Establishing A By-District Election Process Pursuant to California Elections Code Section 10010

Director Leffel moved to approve Consent Agenda Items E.1 through E.6. Director Cursio seconded the motion. The motion passed unanimously.

ORDINANCE NO. 924

ORDINANCE OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT ESTABLISHING A BY-DISTRICT ELECTION PROCESS PURSUANT TO ELECTIONS CODE SECTION 10010

WHEREAS, the Monterey Peninsula Airport District is a California Special District, duly organized pursuant to special legislation passed by the State of California; and

WHEREAS, the board members of the Monterey Peninsula Airport District are currently elected in at-large elections, in which each Board Member is elected by all registered voters of the entire District; and

WHEREAS, at-large election systems such as those presently employed by the District to elect Board Members, are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025, et seq., of the California Elections Code (“CVRA”); and

WHEREAS, “by-trustee area” electoral systems, whereby only voters residing within a specific trustee district vote only for the trustee representing that trustee district, are not similarly vulnerable to challenge under the CVRA; and

WHEREAS, the Board of Directors previously determined that it is in the best interest of the District to move from its current at-large electoral system to a by-district election for members of the Board of Directors in furtherance of the purposes of CVRA; and

WHEREAS, consistent with Elections Code 10010, the Monterey Peninsula Airport District has held public hearings and published several tentative by-district maps for consideration by the Board of Directors and members of the public; and

WHEREAS, it is the considered view of the Board of Directors that revised draft map B3, attached hereto as Exhibit A and incorporated into this Ordinance by reference, will serve the best interests of the Monterey Peninsula Airport District; and

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. (A) Beginning with the general municipal election in November 2020, Board Members shall be elected in the electoral districts reflected on the map contained in Exhibit A hereto, which is incorporated herein by this reference, and as subsequently reapportioned as provided by law. Elections shall take place on a by-district basis as that term is defined in California Government Code section 34871, meaning one member of the Board of Directors shall be elected from each district, by the voters of that district alone. Each Board Member shall serve a four-year term until his or her successor has qualified.

(B) The Board Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for the Board of Directors must live, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code section 34882 and Elections Code section 10227. Termination of residency in a district by a Board Member shall create an immediate vacancy for that Board district unless a substitute residence within the district is established within 30 days after the termination of residency.

(C) Notwithstanding any other provision of this section, each of the Board Members in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. Vacancies in Board Member offices elected at-large may be filled from the District at-large. At the end of the term of each Board Member, that member's successor shall be elected on a by-district basis in the districts established in Subsection A and the map contained in Exhibit A hereto, as subsequently reapportioned as provided by law. A vacancy in a Board Member office elected by-district shall be filled by a person qualified to hold the office, who is a resident of the district.

SECTION 3. The Board Members from Board Districts 1, 3 and 5 shall be elected beginning at the General Municipal Election in November 2020, and every four years thereafter. The Board Members from Board Districts 2 and 4 shall be elected beginning at the General Municipal Election in November 2022, and every four years thereafter.

SECTION 4. The Board of Directors finds that this proposed ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061 (b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. Such section, subsection, sentence, clause or phrase, instead, shall be superseded and replaced by the corresponding provisions, if any exist, of Title 24 of the California Code of Regulations. The Board of Directors of the Monterey Peninsula Airport District hereby declares that it would have passed this Ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 7. In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 8. This Ordinance shall be of no further force and effect if the California Voting Rights Act, Elections Code sections 14025 through 14032, as it now exists or may hereafter be amended, is repealed, or declared by a court of competent jurisdiction to be facially unconstitutional, in whole or in part, or unconstitutional, in whole or in part, as applied to the Monterey Peninsula Airport District, or is amended such that its provisions no longer apply to the Monterey Peninsula Airport District. In the event this Ordinance is of no further force and effect pursuant to this section, the Board of Directors shall immediately consider an ordinance repealing this Ordinance. In the event this Ordinance is of no further force and effect pursuant to this section, the incumbent Board Members elected pursuant to the provisions of this Ordinance shall complete their terms of office until their successors are qualified, and

their successors shall be elected at-large in the order in which the terms of the then-incumbent Board Members expire and in accordance with all other provisions of law, until such time as the voters of the Monterey Peninsula Airport District shall approve a different method of election of Board Members in accordance with Government Code section 34871, et seq.

SECTION 9. The Executive Director is authorized to take any and all other necessary actions to give effect to this Ordinance.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018, by the following roll call vote:

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

H. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

I. REGULAR AGENDA - ACTION ITEMS

Adopt 1. Resolution No. 1733, A Resolution Approving Submission of the FY 2019-2024 Airport Capital Improvement Plan (ACIP); Approve Submittal to the FAA; Authorize the Executive Director to Execute All Supporting Documents

Executive Director La Pier introduced Item I.1 as the District's rolling five-year plan to submit to FAA as a programming document for their financial planning. Chris Morello, Deputy Director of Strategy and Development added that the projects listed in the ACIP marry those listed in the recently adopted Airport Master Plan.

Director Leffel moved to adopt Resolution No. 1733. Director Nelson seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1733

A RESOLUTION APPROVING SUBMISSION OF THE FY 2019-2024 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP); APPROVE SUBMITTAL TO THE FAA; AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL SUPPORTING DOCUMENTS

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

WHEREAS, regular Board meeting updates have included review of the draft Master Plan and future Monterey Regional Airport projects and the priorities for same; and

WHEREAS, the Monterey Peninsula Airport District has compiled a list of capital improvement projects in the Airport Capital Improvement Plan (ACIP) that will best serve current and future airport users while maintaining airport facilities; and

WHEREAS, the Federal Aviation Administration (FAA) and the California Department of Transportation may provide funds for qualified ACIP projects;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT: the Executive Director of the District, or his designee, is authorized and directed, for and on behalf of the Monterey Peninsula Airport District, to submit the attached FY 2019-2024 ACIP to the FAA and funding application(s) in support thereof, and to execute and submit all future documents necessary to implement such ACIP and application(s), including grant agreements and any amendments thereto, and that the District Secretary or Acting District Secretary is authorized to affix thereto the official seal of said District. Such grant agreements and amendments executed by the Executive Director are hereby approved, as though set forth in full.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018 by the following roll call vote:

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

Adopt 2. Resolution No. 1734, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District

District Counsel Huber presented Item 1.2, stating that every other year the District's Conflict of Interest Code needs to be reviewed and revised as necessary. The proposed changes are to revise titles of existing positions and to delete titles of positions that no longer exist within the organization. He noted that those who are listed in the Conflict of Interest Code are required to submit an annual Form 700.

Director Nelson moved to adopt Resolution No. 1734. Director Cursio seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1734

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

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

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

1. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Exhibit "A" in which officials and employees are designated and disclosure categories are set forth and constitute the Conflict of Interest Code of the Monterey Peninsula Airport District.

2. Designated employees shall file Statements of Economic Interests with the District Secretary, or their designated appointee, to whom the Board of Directors hereby designates the authority to carry out the duties of the Filing Officer.
3. Statements of Economic Interests shall be made on forms proscribed by the Fair Political Practices Commission and supplied by the Monterey Peninsula Airport District.
4. The Executive Director of the District, or his designee, will submit to the Monterey County Board of Supervisors the adopted code.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018 by the following roll call vote:

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

Adopt 3. Resolution No. 1735, A Resolution Authorizing Investment of Monterey Peninsula Airport District Monies in the Local Agency Investment Fund

Executive Director La Pier presented Item 1.3. He noted that this Resolution would update a previously adopted Resolution to identify the appropriate individuals who are authorized to do business with the Local Agency Investment Fund on behalf of the District.

Director Nelson moved to adopt Resolution No. 1735. Director Leffel seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1735

A RESOLUTION AUTHORIZING INVESTMENT OF MONTEREY PENINSULA AIRPORT DISTRICT MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Monterey Peninsula Airport District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby authorize the deposit and withdrawal of Monterey Peninsula Airport District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Monterey Peninsula Airport District Officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Carl Miller, Chairman

Mary Ann Leffel, Director
Bill Sabo, Director
Matt Nelson, Director Gary
Cursio, Director
Michael La Pier, Executive Director
Tim Bergholz, Deputy Executive Director Finance and Administration

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018 by the following roll call vote:

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

Adopt 4. Resolution No. 1736, A Resolution of the Monterey Peninsula Airport District to Reinststate Customer Facility Charges for Planning and Construction of a Proposed Water Distribution System Project

Executive Director La Pier presented Item I.4. He stated that the implementation of the Customer Facility Charges would fund a proposed Water Distribution System project to utilize the non-potable water currently in wells on the North side. This system would deliver the non-potable water to the South side of the airport to eliminate potable water use for washing the rental cars.

Public Comment: Mike Dawson, member of the public, stated that the implementation of CFCs as a revenue source to substitute potable water usage is a “no-brainer”.

Director Leffel moved to adopt Resolution No. 1736. Director Cursio seconded the motion. The motion passed unanimously by a roll call vote of 5-0.

RESOLUTION NO. 1736

A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT TO REINSTATE CUSTOMER FACILITY CHARGES FOR PLANNING AND CONSTRUCTION OF A PROPOSED WATER DISTRIBUTION SYSTEM PROJECT

WHEREAS, Civil Code section 1936, et seq., provides a mechanism for airports to charge a Customer Facility Charge (“CFC”) of \$10 for each rental car contract issued; and

WHEREAS, CFC revenues can be used to design, finance and construct consolidated airport car rental facilities; and

WHEREAS, in 2003, the Monterey Peninsula Airport District (“District”) authorized the use of CFC revenues, through Ordinance 830, to finance, design, and construct the current Quick-Turn-Around washing and cleaning facility (“QTA”) for car rental companies to use on airport property; and

WHEREAS, the current QTA facility utilizes potable water to wash and clean the returned rental vehicles; and

WHEREAS, potable water is a limited and scarce resource on the Monterey Peninsula with demands for potable water increasing on a daily basis; and

WHEREAS, the District owns numerous non-potable water wells on its property; and

WHEREAS, the District believes it necessary for the public benefit to convert the QTA facility from the use of potable water to non-potable water; and

WHEREAS, the District desires to finance the planning and, if financially feasible, the construction of a non-potable water distribution project through the collection of a CFC.

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

1. The above recitals are true and correct and are incorporated herein.
2. The District, through this Resolution and Ordinance 830, hereby reinstates a CFC in the amount of \$10 per contract, as authorized pursuant to Ordinance 830, until such time as the proposed non-potable water distribution project has been completed, or the District has no debt related to the non-potable water distribution project, whichever occurs later.
3. The Executive Director is authorized to execute any documents with the Rental Car Companies to effectuate the intent of this Resolution and Ordinance 830.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 12th day of December 2018 by the following roll call vote:

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

A break was taken from 11:12 AM until 11:25 AM.

J. ACCEPTANCE OF DEPARTMENT REPORTS

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

K. BOARD COMMITTEE REPORTS

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

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

L. CLOSED SESSION

The Board entered into Closed Session at 11:56 AM.

- 1. REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as 2801 Monterey-Salinas Highway, Monterey, CA 93940.
- 2. LABOR NEGOTIATIONS** (Government Code section 54957(b)) The Board will meet with the Executive Director and District Counsel to consider the evaluation of performance related to the following position: District Counsel.

M. RECONVENE TO OPEN SESSION

The Board returned to Open Session at 2:13 PM.

Chair Miller reported that no action was taken during Closed Session.

N. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Fort Ord Reuse Authority Presentation on the Eastside Parkway Project (tabled until completion of EIR)*
- *Discussion Regarding Current Parking Situation and Future Options (invite Bob Linehart, Republic Parking, to January Board meeting to provide recommendations)*
- *AMBAG Ex-Officio Representation*

O. DISCUSSION OF FUTURE AGENDAS

- *Creation of Board Secretary Position and Discussion Regarding Positions Identified in the District's Enabling Act*
- *Presentation by District Counsel Regarding Limits on Stipends*

P. ADJOURNMENT

The meeting adjourned at 2:17 PM.

Minutes Approved at the
Meeting of January 9, 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

AGENDA ITEM: J-2
DATE: January 9, 2019

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Strategy and Development
DATE: December 31, 2018
SUBJ: Resolution No. 1737, Authorizing a Professional Services Agreement with Kimley-Horn and Associates Inc. for the Feasibility Analysis and Design of a Non-potable Water Distribution System

BACKGROUND. On June 13, 2018, the Board adopted Resolution No. 1711, approving the FY 2019 Capital Budget, and on November 14, 2018 the Board adopted Resolution No. 1727 amending the 2019 Capital Budget, where both Resolutions contain project 2019-03 a Water Distribution System. Additionally, on December 12, 2018 the Board adopted Resolution No. 1736 the Reinstatement of the collection of Customer Facilities Charge (CFC), to fund a non-potable water distribution system for utilization by the QTA.

In August 2018, Airport Staff solicited for Statements of Qualifications (SOQs) from qualified firms interested in providing professional Consulting Services for a Water Distribution System. Through this process Kimley-Horn and Associates Inc. (KHA) was determined to be the most suited Engineering Firm to analyze and prepare Bid Specifications for this Water Distribution System.

SCOPE OF WORK. The Airport must get each potential construction project designed in order to determine the cost of construction of the project. Additional analysis is also needed to determine the feasibility of the system, so KHA will provide a complete engineering plan to properly scope, estimate the cost, and determine feasibility of the non-potable water distribution system.

Once the additional analysis and planning phase is complete, the Airport can then determine the viability of the project and, if appropriate, the best approach for implementation of the construction phase.

BUDGET EFFECT. The source of funding to commence design is the General Fund. Once the CFC charge collection remittance is accumulated, those funds will reimburse for the engineering costs.

The proposed contract with KHA is a not-to-exceed the cost of \$ 270,900.00.

SOURCE OF FUNDS. It is important to note that separate authority from the Board of Directors would be required for the project itself. Once the analysis is completed and if the project is determined viable, an IBank loan could assist in the construction costs, as the CFC charge collection remittance is accumulated to repay that loan. That request will be brought to the Board for further action at a later date along with a recommendation for implementation of the construction phase.

IMPACT ON REVENUES. None at this time, as all CFC collected would be segregated for the purpose of funding the planning phase of the project.

SCHEDULE. KHA is prepared to commence the analysis once the contract is approved.

IMPACT ON OPERATIONS. None at this time.

RECOMMENDATION. That the Board adopt Resolution No. 1737, Authorizing a Professional Services Agreement with Kimley-Horn Associates for the Feasibility Analysis and Design of a Non-potable Water Distribution System.

ATTACHMENTS.

Resolution No. 1737
Kimley-Horn and Associates Inc. Contract

RESOLUTION NO. 1737

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR THE FEASIBILITY ANALYSIS AND DESIGN OF A NON-POTABLE WATER DISTRIBUTION SYSTEM

WHEREAS, On June 13, 2018, the Board adopted Resolution No. 1711, approving the FY 2019 Capital Budget, and on November 14, 2018 the Board adopted Resolution No. 1727 amending the 2019 Capital Budget, where both Resolutions contain project 2019-03 a Water Distribution System; and

WHEREAS, on December 12, 2018 the Board adopted Resolution No. 1736 the Reinstatement of the collection of Customer Facilities Charge (CFC), to fund a non-potable water distribution system for utilization by the QTA; and

WHEREAS the Airport must get each potential construction project designed in order to determine the cost of construction of the project. Additional analysis is also needed to determine the feasibility of the system, so Kimley-Horn and Associates, Inc. (KHA) will provide a complete engineering plan to properly scope, estimate the cost, and determine feasibility of the non-potable water distribution system.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Kimley-Horn and Associates Inc. for the Feasibility Analysis and Design of a Non-potable Water Distribution System in an amount not-to-exceed \$270,900.00

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 9th day of January 2019 by the following roll call vote:

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

Signed this 9th day of January 2019

William Sabo, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MONTEREY REGIONAL AIRPORT
FEASIBILITY ANALYSIS AND PRELIMINARY DESIGN OF A NON-POTABLE WATER
DISTRIBUTION SYSTEM

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
MONTEREY PENINSULA AIRPORT DISTRICT AND
KIMLEY-HORN AND ASSOCIATES INC

This Agreement for Professional Services ("Agreement") is made and entered into effective this ___ of January 2019, by and between the Monterey Peninsula Airport District, a California special district ("District"), and Kimley-Horn and Associates, Incorporated, (KHA) a North Carolina corporation ("Consultant").

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

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

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

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

2. Completion Schedule.

Consultant shall provide the consulting services described in Exhibit "A," for Design Services for a Non-Potable Water Distribution System. The time for completion of this project is exclusive of governmental reviews, approvals, and/or delays.

3. Compensation.

District hereby agrees to pay Consultant for services rendered to District pursuant to this Agreement in an amount not to exceed \$270,900.00 as indicated and in accordance with, Exhibit "A."

Separate approval will be provided in writing by the District by way of a Notice-To-Proceed for each task identified below:

Task 1	Preliminary Phase	\$ 112,860.00
Task 2	Final Design	\$ 158,040.00
TOTAL FEE		\$ 270,900.00

4. Billing.

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

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

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

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

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

5. Additional Services.

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

6. Additional Copies.

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

7. Responsibility of Consultant.

(a) By executing this Agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and warrants to District that Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide District the services contemplated under this Agreement and that District relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and warrants that Consultant shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations and provide professional advice and recommendations regarding the project for which the services are rendered under this Agreement.

(b) Consultant shall assign a single project director to have overall responsibility for the execution of this Agreement for Consultant. Pearse Melvin is hereby designated as the Principal-In-Charge for Consultant. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of the Planning Department.

8. Responsibility of District.

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

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

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

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

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

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

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

9. Acceptance of Work Not a Release.

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

10. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, Consultant's employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant's obligation to reimburse the District for defense is limited solely to third-party allegations that the Consultant was negligent, and Consultant shall only be responsible for defense costs proportionate to the final determined percentage of liability based upon the comparative fault of the Consultant.

11. Insurance.

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

(b) Consultant shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Workers Compensation..... Full Liability Coverage

Professional Errors and Omissions..... \$1 million (no more than \$25,000 deductible)
Consultant shall not disclaim responsibility or avoid liability for the acts or omissions of Consultant's subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement.)

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

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

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

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

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

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

12. Access to Records.

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

13. Assignment.

It is recognized by the parties hereto that a substantial inducement to the District for entering into this Agreement was, and is, the fact that Kimley-Horn is qualified to and has extensive knowledge of the airfield and airport infrastructure. This Agreement is personal to Consultant and shall not be assigned by Consultant without express written approval of District.

14. Changes to Scope of Work.

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

15. Compliance with Laws, Rules, and Regulations.

In Performing the services pursuant to this Agreement the Consultant shall exercise the standard of care in complying with all applicable federal, state, and District laws and any rules or regulations promulgated thereunder.

16. Licenses.

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

17. Exhibits Incorporated.

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

18. Independent Contractor.

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

19. Integration and Amendment.

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

20. Jurisdiction.

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

21. Severability.

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

22. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

23. Ownership of Documents.

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

24. Subcontractors.

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing

subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

25. Termination.

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

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

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

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

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

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

26. Audit and Examination of Accounts.

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

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

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

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

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

27. Notices.

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

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

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

Pearse Melvin, Vice President
Kimley-Horn and Associates Inc.
765 The City Drive
Suite 200
Orange, CA 92868

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

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

28. Nondiscrimination.

During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. Consultant shall take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.

29. Conflict of Interest.

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

30. Headings.

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

31. Multiple Copies of Agreement.

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

32. FAA Requirements.

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

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

Affirmative Action; 49 USC § 47123

Equal Employment Opportunity Policy Statement

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

Kimley-Horn's Obligation

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

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

Kimley-Horn has full responsibility to monitor compliance to the referenced statute or regulation.

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

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

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

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

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

MONTEREY PENINSULA AIRPORT DISTRICT: CONSULTANT:

Michael La Pier, AAE
Executive Director

Pearse Melvin, P.E., Vice President
Kimley-Horn and Associates Inc.

Attachments:
Exhibit A - Scope of Services, consisting of twenty-one [21] pages.

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**KIMLEY-HORN AND ASSOCIATES, INC.
PROPOSAL FOR
Monterey Regional Airport**

**DESIGN SERVICES
Well System Water Conveyance Project**

December 18, 2018

1. OVERVIEW:

Monterey Regional Airport (“MRY” or “Client”) wishes to employ a Construction Manager at Risk (“CMAR”) as the construction delivery process for the Well System Water Conveyance Project (“Project”) at Monterey Regional Airport.

This proposal is for Kimley-Horn and Associates, Inc., (“KHA” or “Consultant”) to provide civil engineering design services for the Project.

The Well System Water Conveyance Project includes the installation of a new water conveyance system and facilities to facilitate the use of the existing extraction wells at MRY in the supply of non-potable grey water to the existing Car-Return Quick-Turn Around (CAR) facility at MRY.

2. PROJECT:

A summary of the major work items for the Project is as follows:

- a. Up to 2,500 LF of new conveyance pipeline crossing the airfield from the existing well system connection point to the existing CAR facility
- b. The installation of a hydropneumatic tank–or storage tank–and associated pumping system.

The following are general assumptions regarding the Project and delivery processes:

- 1) It is assumed MRY will solicit the services of a CMAR firm at the completion of Task 1 - Preliminary Phase of the project.
- 2) It is assumed the CMAR firm will be providing pre-construction services during Task 2 - Final Design, as well as performing the construction.
- 3) It is assumed the CMAR pre-construction services will include constructability guidance, cost estimates, construction schedules, and the CMAR will be

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 1 of 20

Kimley»Horn

- providing a Guaranteed Maximum Price (GMP) at the 90% completion of the design.
- 4) It is assumed the Client and CMAR will provide consolidated, non-conflicting and reasonable review comments for milestone submittals. KHA will address comments that the Client provides from their review or the CMAR review to the extent that the effort necessary to address these comments and subsequent design is included in this budget. We can address additional comments for additional budget. It is assumed that the CMAR will provide comments on the 30% plans and 65% plans.
 - 5) It is assumed that KHA will contract direct with the Client through the entire process.

KHA will complete the scope of services in two (2) Tasks as follows and as more specifically described in the Detailed Scope of Services.

Separate approval will be provided in writing by the Client to KHA by way of a Notice-To-Proceed for each Task identified below.

Task 1 Preliminary Phase: Includes the Initial Research, Survey, Testing and Preliminary Design: In this Task, KHA will complete initial research and visual site survey, geotechnical and topographic survey efforts. KHA will complete preliminary design and plans (up to 30 percent).

Task 2 Final Design: In this task, KHA will complete 65 percent Plans, Specifications (Table of Contents) and Engineer's Design Report (EDR); and 95 percent and 100 percent Plans, Specifications and EDR for the Project.

3. DETAILED SCOPE OF SERVICES

The KHA team will provide professional engineering services for administrative, design and CMAR coordination services of the project as described in the following sections. Services are summarized for KHA and our subconsultants.

TASK 1 PRELIMINARY PHASE:

1.1 Project Initiation:

Under this Task, KHA will complete the following:

Pre-Design Conference: KHA will work with the Client to schedule and participate in a conference call to discuss the project, objectives, approach and schedule.

Research/Data Gathering: KHA will research, identify, compile, and review readily available information, electronic AutoCAD files, and reports from MRY relative to the project and immediate project vicinity (as-builts/record drawings, previous studies, and utility information shall be provided by MRY).

Well Investigation and Design: Hydrologic testing of the three existing extraction wells will be performed by a licensed water well contractor retained by the Client. The testing shall be performed in accordance with the permit obtained by the Client. It is assumed that the water well contractor will perform step-drawdown tests, during which time changes in water levels in the pumping well and the two other wells will be measured and recorded.

KHA will observe and document the testing of the three wells. We anticipate one day of observation during the testing of the wells. The data collected during the testing by the water well contractor will be used to estimate the transmissivity of the water-bearing aquifer and to calculate the specific capacity of each well. Water quality testing will be performed by the Client during the well testing.

Kimley-Horn will use the data collected during the well testing to estimate pump sizes and design a well pumping system.

Well Basis of Design: KHA shall prepare a basis of design document to identify the basic design components, capacity calculations, and general equipment selection for the storage tank, pumping system and associated instrumentation. The basis of design document will include a general layout drawing to identify the location of the proposed equipment and will be submitted to the Owner for review and comment.

Well Test Water Discharge Permit Application: KHA will assist MRY in the well test water discharge permit application compilation associated with the discharge of well test water. In accordance with Regional Water Quality Control Board (RWQCB) guidelines the Client will be the permit applicant and the Client will be responsible for signing and

KHA Proposal to MRY

submitting for the permit. KHA will participate in a pre-application conference call with the RWQCB with the purpose of defining what components are required for submittal under Order R3-2014-0041. KHA will assist MPAD with the preparation of the required application provided by the RWQCB associated with the discharge of well test water. KHA will assemble the permit submittal package and associated documentation requested by the RWQCB for that application. Effort associated with one response to comments from the RWQCB is included in this scope of services, additional reviews are subject to contract amendment. This scope assumes that no in-person meetings are required, and all packages shared with the RWQCB can be done via mail or e-mail. This task assumes up to twenty (20) hours of effort will be required to perform these permit application efforts with the RWQCB.

It is assumed that the required items by others (i.e. – development applications) will be provided to KHA in a timely fashion. Delayed submittal of these items by others may result in incomplete submissions to the RWQCB and subsequent delay of the approval process. KHA will not be responsible for delays and rework required due to untimely submittals by others.

Assumptions and Clarifications:

- KHA assumes that any as-builts, record drawings, or documents made available by MRY will either be provided as copies or can be taken by KHA for copying and returned.
- It is assumed that the water from the wells will be pumped into an on-site storage tank facility. Furthermore, we assumed that the existing pumps will not be used to supply water to the airport since they were previously used to recover contaminated ground water.
- See attached for the assumed level of effort budgeted by KHA for this task.
- The Client will provide all necessary information to KHA. KHA shall be entitled to rely on the completeness and accuracy of all information we receive from the Client.

Deliverables:

- KHA will provide an agenda and minutes for the pre-design conference call.
- KHA will provide field notes for the well testing

1.2 Topographical Survey:

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 4 of 20

Kimley»Horn

KHA will employ the services of a Subconsultant for this task. The Subconsultant will develop a limited topographical survey of the Project area. Under this subtask the Subconsultant will perform the following:

- (1) Research pertinent Airport PACs & SACs (primary and secondary airport control) for the Project site.
- (2) Perform field survey to locate existing visible, accessible known facilities on the proposed alignment along the trenching installation, including: pavements, airfield lighting and signs, pavement markings, and visible surface utilities, together with topographic features such as flow lines and grade breaks within the requested survey limits. It is assumed the existing aerial survey performed for the ALP updated is sufficient for the sections of the alignment where directional boring will be employed.
- (3) Field locate the position of up to four (4) boring locations that will be marked/installed prior to the commencement of the survey.
- (4) Field locate the areas marked for trenching as generally determined by Consultant.
- (5) Download and compute survey data and prepare an AutoCAD Civil 3D drawing file.
- (6) The mapping will be compiled at a scale of 1" = 20' with a 1-foot contour interval. Each surveyed feature will be labeled or noted by symbol as identified in the field survey.

Horizontal and Vertical Project Control: KHA's Subconsultant will perform control network survey for establishing horizontal and vertical positions on survey control points. The network survey shall be performed using a combination of GPS, and conventional survey, methods, as appropriate. The project will be based on the State Plane Coordinate system horizontal datum and NAVD88 vertical datum by ties to existing MRY control.

Assumptions and Clarifications:

- Survey access, schedule and procedures will be based on a mutually agreed upon approach between the MRY, KHA and the Subconsultant. Approach will incorporate roles and responsibilities, as well as mutually agreeable days, times, escorts, and existing movement area closures. It is assumed that survey within the Air Operations Area (AOA) but outside the movement areas can be done during regular daytime work hours under escort(s) provided by MRY; and survey within the movement areas will need to be carried out under a night-time closure of the subject areas.

- Potholing of utilities is not included in this Scope of Work or within the associated fee. It is assumed potholing of utilities will be carried out by the CMAR.
- See attached for the assumed level of effort budgeted by KHA for these tasks.

Deliverables:

- One (1) hard copy and one (1) electronic copy of survey mapping/drawings.

1.3 Geotechnical Analysis

KHA will employ the services of a geotechnical Subconsultant in this task. KHA's Subconsultant will develop a geotechnical analysis as follows:

1.1.3.1 Research and Site Reconnaissance:

Subconsultant shall research to establish geologic setting, history of development (e.g., filled land, changes in geomorphology) and current seismic design parameters for the project site, reconnaissance and notation of geology and significant surface features, historic topographic map review, historic air photo review and review of reference reports of pertinent design investigations and construction precedent for the project site.

1.1.3.2 Boring Locations, County Permit and Utility Notifications:

Subconsultant will field mark a total of four (4) test boring locations. As required by State law, Subconsultant will obtain a drilling and encroachment permit from Monterey County ("County") Public Works Department, Monterey County Environmental Health Department and MRY if necessary. Subconsultant will retain the services of a private utility locator to scan the proposed boring locations as part of the utility clearance efforts.

1.1.3.3 Subsurface Investigation:

A total of four (4) test borings will be drilled to a depth of about 20 to 30 feet (about 10 feet below invert) or practical refusal, below the existing ground surface. The final depth of the borings will be determined depending on the anticipated depth of the pipeline invert at the boring location. Subconsultant will provide pavement coring as needed at each boring location. A continuous log of soil and groundwater conditions will be maintained by Subconsultant. Soil samples will be taken at maximum 5-foot vertical intervals from each test boring. Test borings in pavement areas will be backfilled with grout in accordance with MRY/County permit requirements. As required by the MRY/County, the borings will be patched with Hot Mixed Asphalt (HMA) in one mobilization following our drilling operations; the borings will be filled with cold patch until the HMA patching operation can be performed. Soil cuttings will be drummed and

KHA Proposal to MRY

disposed of off-site by the Subconsultant. Subconsultant must temporary store the drums on MRY property until drum disposal contractor can pick them up. This scope of work and budget assumes that contaminated soil and/or groundwater will not be encountered. If any unusual vapors, odors or visual contamination are noticed during drilling of any test boring, the boring will be stopped, backfilled with grout and the suspected drill cuttings will be drummed, labeled for future source reference and provided to MRY for disposal. This scope of work and budget assumes that the test borings can be accessed by and drilled with a rubber-tired drill rig in areas classified by the site during night-time work hours between 7:00 p.m. and 6:00 a.m.

1.1.3.4 Laboratory Testing:

Subconsultant will complete the following laboratory tests on representative disturbed and “undisturbed” soil samples: Moisture/Density (up to 20 tests), Unit Weight (up to 20 tests), Atterberg Limits for soil classification (2 tests), Hydrometer (with sieve analysis) (2 tests), Unconfined Compression (2 tests), Direct Shear (2 sets, 6 points), Consolidation (2 tests), Soil Corrosivity (Sulfate, pH, Chlorides, resistivity) (4 tests), Laboratory Compaction (4 tests), and R-value (1 test).

1.1.3.5 Preliminary Design Technical Memorandum:

The Subconsultant will complete a pre-design technical memorandum to be incorporated into the pre-design report for the project. The memorandum will include and be based on research (e.g., reference test borings and cone penetration tests) and reconnaissance findings (Task No. 1) and draft logs of project test borings, if the borings have been drilled by the due date of the memorandum. The pre-design technical memorandum will contain preliminary recommendations and conceptual ideas for pipe installation design and construction of the project.

1.1.3.6 Final Geotechnical Analysis and Report:

Final geotechnical engineering analysis of the data gathered in tasks 1.1.3.1 through 1.1.3.4 with specific final conclusions and recommendations for design and construction of the following:

(a) General

Describe geologic and seismic setting, site history, ground water and engineering properties (i.e., composition and consistency) of soils sampled at the site. Describe groundwater conditions. Describe geologic hazards such as liquefaction, lateral spreading, fault rupture, ground shaking, and provide 2010 IBC/2010 CBC seismic design parameters.

(b) Trenches and Directional Boring:

Describe general guidelines for trenching excavation, directional boring installations, anticipated ground behavior, shoring guidelines including preliminary shoring pressure and surcharge pressure diagrams, construction design groundwater level

and construction dewatering criteria, pipe bedding and trench backfill materials and compaction specifications, trench dams, suitability of native soil as trench backfill, flexible and rigid pipeline external loading, for flexible pipe design, anticipated differential pipeline settlement and trench backfill settlement, ground improvement, if needed, and street repaving.

(c) Structures:

Conclusions and recommendations for excavations including anticipated ground behavior, safe temporary cut slopes, preliminary Cal-OSHA soil classification, maintenance of excavation base stability, shoring guidelines including preliminary shoring pressure and surcharge pressure diagrams and vibration impacts, construction design groundwater elevation and construction dewatering criteria, structure backfill including suitability of native material, CLSM or lightweight materials, anticipated differential and required range of deflection in flexible connections, design permanent groundwater level, below-grade structure buoyancy, general guidelines for ground improvement, if needed, static lateral earth pressures, dynamic lateral earth pressures, coefficient of base friction, and soil corrosivity to uncoated DIP and reinforced concrete.

The final geotechnical report will include a site sketch with boring locations, geotechnical data (boring logs, results of lab tests) and geotechnical design summary (conclusions and recommendations as summarized above).

1.1.3.7 Meetings and Consultations:

A total of one (1) project conference call with the Consultant and MRY are budgeted to review the pre-design technical memorandum and final geotechnical report for the Project. In addition, a total of 4 hours of engineering time are budgeted, as needed, for draft reports or miscellaneous consultations regarding geotechnical issues not specifically addressed in geotechnical tasks above.

Assumptions and Clarifications:

- It is assumed drilling permits from City of Monterey will not be needed.
- Geotechnical investigation access, schedule and procedures will be based on a mutually agreed upon approach between the Client, MRY, KHA and the Subconsultant. Approach will incorporate roles and responsibilities, as well as mutually agreeable days, times, escorts, and movement area closures. It is assumed that borings within the movement areas of the AOA will be drilled during a night closure period between 23:30 and 05:30. Borings beyond the movement areas can be drilled either during or after the night closure period.

- Site restoration in unpaved areas is limited to backfilling borings with on-site soils. Subconsultant will backfill borings within paved areas and any core holes using a quick setting group mix for the thickness of the existing pavement section.
- General clean-up does not include the restoration or re-vegetation of any disturbed areas of the infield.
- Subconsultant assumes that no special airfield traffic control or flagman will be required, and that the MRY will provide appropriate on-site personnel to escort crews.

Deliverables:

Following review by the Consultant a final report will be issued. The geotechnical investigation will be completed in accordance with established professional practices and guidelines. The report will include the following:

- A final geotechnical report including a scaled site drawing with boring locations, geotechnical data (boring logs, results of all lab tests) and geotechnical design summary

1.4 Preliminary Design

Under this task KHA will complete conceptual design and prepare and submit a preliminary (up to 30-percent complete) plan set. This task will include:

Conceptual Design: A design will be developed that addressed the following:

- (1) Design criteria, codes and requirements that are being used in support of Project design
- (2) Proposed conveyance system conceptual alignment and configuration
- (3) Recommendations for corrosion protection by Geotechnical Subconsultant
- (4) Pump selection recommendations:
 - Hydraulic analysis for pump selection and force main sizing
 - Evaluation of different pump manufacturers, impeller sizes, etc. and provide a recommendation for MRY approval.
 - Access to the pumps for maintenance – Coordination with MRY to determine means by which the MRY will access, maintain and inspect the pumps in the future after the pump station is operational.
- (5) Recommendations for pump station controls

- (6) Site plan layout and recommendations for facility locations that fit within the existing site. Coordinate with MRY if pump station components are determined to not fit within the existing constrained site.
- (7) Preparation of a Design Memorandum that provides recommendations for the pump design, configuration, hydraulic analyses.

Preliminary Plan Set: Plan set to include the following:

- (1) Cover Sheet – Up to 1 sheet
- (2) General Notes Sheet – Up to 1 sheet
- (3) Project Survey and Control – Up to 1 sheet
- (4) Site Plan – Up to 1 sheet
- (5) Plan and Profile – Up to 4 sheets
- (6) Detail Sheets – Up to 2 sheets

Total estimated sheet count for the preliminary plan set is up to 10 sheets.

1.5 Project Management

Under this Task, KHA will develop and implement a continual client communication process that involves ongoing e-mail and phone calls during the design process. KHA will schedule, provide call in numbers, provide agendas and minutes for project conference calls to be held every other week. It is anticipated the design will be complete one-hundred and fifty days from the Notice-to-Proceed

KHA shall manage contract/subcontract processes, schedules and budgets including scoping, negotiations, invoicing and maintaining internal KHA project controls related to staffing, schedules and budgets.

Assumptions and Clarifications:

- No specifications will be prepared for this task.
- Full size plans will be prepared on 24" x 36" border sheets.
- Assumes all work for this project will be incorporated into one construction document set.
- Assumes the submittal of the Storm Water Pollution Prevention Plan (SWPPP) and the acquiring of the Notice of Intent (NOI) if applicable, to comply with local and State Storm Water requirements will be included in the CMAR's scope of work.

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 10 of 20

Kimley»»Horn

- Assumes CEQA/NEPA compliance is the responsibility of MRY.
- Assumes no modifications are required to existing airfield electrical services, storm drain system or other utilities.
- The Task assumes that MRY will provide one consolidated, non-conflicting set of review comments on submittals within two weeks of receipt from KHA. Comments received will be integrated or addressed prior to the RFP for the CMAR solicitation.
- See attached for the assumed level of effort budgeted by KHA for these tasks.

Deliverables:

- Submittal will include plans (1-full size, 2-half size, Bond Paper Only) to MRY for review, and pdf format files to the Client.

TASK 2 FINAL DESIGN:

KHA will complete 65 percent, 95 percent Pre-Final, and 100 percent Plans, Specifications and the Engineer's Design Report for the Project as follows:

2.1 65 Percent Construction Documents

KHA will prepare and submit construction documents in the form of sixty-five (65) percent plans, project specifications (Table of Contents), and an Engineer's Design Report (EDR). This task will include:

65 Percent Plans: Plan set envisioned to include the following:

- (1) Cover Sheet – Up to 1 sheet
- (2) General Notes Sheet – Up to 1 sheet
- (3) Project Survey and Control – Up to 1 sheet
- (4) Site Plan – Up to 2 sheets
- (5) Demolition Sheet – Up to 1 sheet
- (6) Plan and Profile – Up to 4 sheets
- (7) Electrical Improvements – Up to 2 sheets
- (8) Detail Plans – Up to 4 sheets

Total estimated sheet count for this task is approximately 16 sheets.

Project Specifications: Project Specifications under this task will include the Table of Contents of the Technical Specifications.

EDR: The EDR will address the following:

- (1) Response to, and where applicable, incorporation of review comments from the Conceptual Design Memo submittal and review.
- (2) The finalizing of the sixty-five (65) percent EDR incorporating design components and refinements developed during the 65 percent design task.

Construction Safety and Phasing Plan: This task will include the preparation of a preliminary Construction Safety and Phasing Plan (CSPP) that meets the requirements of FAA 150/5370-2 (current edition) Advisory Circular (AC).

Assumptions and Clarifications:

- Assumes up to one (1) 65 percent design project meeting at the Airport.
- Full size plans will be prepared on 24" x 36" border sheets.
- Assumes all work will be incorporated into one (1) construction document set.
- Assumes SWPPP and NOI submittals to comply with local, State and Federal storm water codes and requirements will be included in the CMAR's scope of work.
- Assumes a drainage report is not required.
- Assumes the FAA's General Provisions and Technical Specifications from AC 150/5370-10G- *Standards for Specifying Construction* will be used to develop the Project specifications.
- Assumes no modifications are required to existing airfield electrical services, storm drain system or other utilities.
- KHA will respond to and address reasonable review comments from the CMAR on the 65% submittal.
- The Task assumes that MRY will provide one consolidated, non-conflicting set of review comments on submittals within two weeks of receipt from KHA. Comments received will be integrated or addressed under a subsequent Task.
- See attached for the assumed level of effort budgeted by KHA for these tasks.

Deliverables:

- Submittal will include three (3) copies of the EDR, Specifications, CSPP and Plan set (1-full size, 2-half size, Bond Paper Only) to MRY.

2.2 95 Percent Construction Documents

Under this task KHA will prepare and submit construction documents in the form of ninety-five (95) percent plans, project specifications, and a final EDR. This task also includes the response to and the incorporation of minor and reasonable review comments received from MRY on the sixty-five (65) percent construction document submittal. This task will include:

EDR: The EDR will address the following:

- (1) Response to, and where applicable, incorporation of review comments from the 65 percent EDR memo submittal and review.
- (2) The finalizing of the one-hundred (100) percent EDR incorporating design components and refinements developed during the 95 percent design task.

95 Percent Plans: Plan set envisioned to include the following:

- (1) Cover Sheet – Up to 1 sheet
- (2) General Notes Sheet – Up to 1 sheet
- (3) Project Survey and Control – Up to 1 sheet
- (4) Site Plan – Up to 2 sheets
- (5) Demolition Sheet – Up to 1 sheet
- (6) Plan and Profile – Up to 4 sheets
- (7) Electrical Improvements – Up to 2 sheets
- (8) Detail Plans – Up to 4 sheets

Total estimated sheet count for this task is approximately 16 sheets.

Project Specifications: Project Specifications under this task will include: the applicable FAA's General Provisions and Technical Specifications.

Construction Safety Phasing Plan: Completion and submittal on the FAA's OE/AAA web site of the Construction Safety and Phasing Plan: This task will include the incorporation into the final Construction Safety and Phasing Plan of reasonable review comments received from MRY.

Assumptions and Clarifications:

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 14 of 20

Kimley»Horn

- Assumes up to one (1) 95 percent design project meeting at the Airport.
- Full size plans will be prepared on 24" x 36" border sheets.
- Assumes all work will be incorporated into one (1) construction document set.
- Assumes SWPPP and NOI submittal to comply with local, State and Federal storm water codes and requirements will be included in the contractor's scope of work.
- Assumes the FAA's General Provisions and Technical Specifications from AC 150/5370-10G- Standards for Specifying Construction will be used to develop the Project specifications.
- Assumes a drainage report is not required.
- Assumes no modifications are required to existing airfield electrical services, storm drain system or other utilities.
- The Task assumes that MRY will provide one consolidated, non-conflicting set of review comments on submittals within two weeks of receipt from KHA. Comments received will be integrated or addressed under a subsequent Task.
- See attached for the assumed level of effort budgeted by KHA for these tasks.

Deliverables:

- Submittal will include three (3) copies of the EDR, Specifications, CSPP and Plan set (1-full size, 2-half size, Bond Paper Only) to MRY. KHA will concurrently provide one electronic pdf set of the submittal to the Client.

2.3 100 Percent Construction Documents

Under this task KHA will prepare and submit construction documents in the form of one-hundred (100) percent plans and project specifications. This task also includes the response to and the incorporation of minor and reasonable review comments received from MRY on the ninety-five (95) percent construction document submittal. This task will include:

100 Percent Plans: Plan set envisioned to include the following:

- (1) Cover Sheet – Up to 1 sheet
- (2) General Notes Sheet – Up to 1 sheet
- (3) Project Survey and Control – Up to 1 sheet

KHA Proposal to MRY

- (4) Site Plan – Up to 2 sheets
- (5) Demolition Sheet – Up to 1 sheet
- (6) Plan and Profile – Up to 4 sheets
- (7) Electrical Improvements – Up to 2 sheets
- (8) Detail Plans – Up to 6 sheets

Total estimated sheet count for this task is approximately 18 sheets.

Project Specifications: Project Specifications under this task will include: the applicable FAA's General Provisions and Technical Specifications.

Assumptions and Clarifications:

- Full size plans will be prepared on 24" x 36" border sheets.
- Assumes all work will be incorporated into one (1) construction document set.
- Assumes SWPPP and NOI submittal to comply with local, State and Federal storm water codes and requirements will be included in the CMAR's scope of work.
- Assumes a drainage report is not required.
- Assumes no modifications are required to existing airfield electrical services, storm drain system or other utilities.
- See attached for the assumed level of effort budgeted by KHA for these tasks.

Deliverables:

- Submittal will include three (3) copies of the Specifications and Plan set (1-full size, 2-half size, Bond Paper Only) to MRY. KHA will concurrently provide one electronic pdf set of the submittal to the Client.

2.4 Project Management:

Under this Task, KHA will develop and implement a continual client communication process that involves ongoing e-mail and phone calls during the design process. KHA will schedule, provide call in numbers, provide agendas and minutes for project conference calls to be held every other week. It is anticipated the design will be complete one-hundred and fifty days from the Notice-to-Proceed

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 16 of 20

Kimley»Horn

KHA shall manage contract/subcontract processes, schedules and budgets including scoping, negotiations, invoicing and maintaining internal KHA project controls related to staffing, schedules and budgets.

KHA will participate in up to one face to face meeting per month, at MRY to discuss project progress, issues, status and to ask and answer questions.

4. ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS:

- 1) SWPPP: All SWPPP submittal related effort, including, but not limited to development and submitting the SWPPP documents, obtaining approvals and the Notice-of-Intent, monitoring, reporting and submitting for and obtaining the Notice-of-Termination will be by CMAR.
- 2) Part 77 Analysis: Part 77 Surface analysis including development and submittals of 7460 for construction, is not included within this scope.
- 3) Construction Phasing: Construction phasing and temporary construction to support means and methods of construction are the responsibility of CMAR and not included within this scope.
- 4) Treatment in the form of filtration, chemical addition or other means of water treatment is not anticipated for this scope of services.
- 5) Water use permits or modifications to same, are not part of this scope.
- 6) Assumes new pumps, if deemed needed, will be installed within the well and no building structure will be required.
- 7) Assumes no modifications or remedial work is required or needed for the wells.
- 8) It is assumed the existing power supply and connections are adequate for new pumps, and no new meter/connections are needed. The design for a backup generator is not included in this scope.
- 9) Estimating: Estimating quantities and costs will be completed by CMAR.
- 10) Recording: Proposal does not include identifying, changing, surveying, documenting or recording parcels, parcel maps, plats, monuments or easements.
- 11) CMAR will provide demolition for all existing improvements.
- 12) Permits and Approvals — KHA assumes the following:
 - a. Permits and fees will be paid by others.

- b. Plan check fees and costs, and actual construction permit fees shall be paid for by others.
 - c. Design, construction and acceptance processes including, but not limited to, plan reviews and approval for the following is by others:
 - Milestone submittals
 - CSPP
- 13) Pot Holing and Utility Locates: CMAR shall provide all utility locates and potholing based on a preliminary data research plan at requested locations. Coordination to have survey acquire locations and depths is not included.
- 14) Construction Phase Services: Not included in this scope.
- 15) Answering RFI's, bid addenda or changes to design etc. as the CMAR puts the GMP together is not included.

5. ADDITIONAL SERVICES

Services not included in this proposal may be added, by mutual agreement, in writing, applying the Rate Schedule included as an attachment.

6. SPECIAL CONSIDERATIONS

TITLE 16: We would like to take this opportunity to notify you that Mr. Pearse Melvin will be providing Design services on this Project. Mr. Melvin is licensed by the California Board for Professional Engineers and Land Surveyors as a Civil Engineer (Registration Number 63346).

STANDARDS: The plans will be provided in AUTOCAD Civil 3D® 2018 format, the Microsoft Word® software for word processing and the Microsoft Excel® software for quantities and estimating purposes. All work by the KHA team will conform to or be compatible with these conventions

7. SCHEDULE

This proposal is based on the following:

First NTP for Task 1 on or about 01/30/2019

Second NTP for Tasks 2 on or about 03/31/2019

Design 95% Submittal 06/11/2019

KHA Proposal to MRY

Well System Water Conveyance Project
December 18, 2018 Page 18 of 20

Kimley»»Horn

Design Substantially Complete on or about 06/28/2019

Project delays beyond the control of KHA may result in additional costs.

8. TERMS OF COMPENSATION

Kimley-Horn will perform the services in Task 1 and Task 2 for the lump sum fees below.

Task 1 Preliminary Design – Lump Sum.....	\$	112,860
Task 2 Final Design – Lump Sum.....	\$	158,040
Total Fee	\$	270,900

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice.

Rate Schedule

Role	Rate
Sr Leader, Principal	\$345 to \$375
Project Manager	\$300 to \$325
Senior Professional I	\$280 to \$300
Senior Professional II	\$250 to \$280
Technical Support	\$200 to \$250
Analyst	\$150 to \$200
Clerical Admin	\$100 to \$120

Monterey Regional Airport
Well System Water Conveyance Project
Derivation of Fee

		Total \$270,900	Labor								Expenses		
			Rates (w/Fee and Overhead)	Sr Leader, Principal	Project Manager	Senior Professional I	Senior Professional II	Technical Support	Analyst	Clerical Admin.	Total Labor Hours	Labor Total	Subconsultant
Scope Sections	Title/Task		\$345.00	\$305.00	\$280.00	\$250.00	\$220.00	\$175.00	\$110.00				
		Enter Labor Hours											
Well System Water Conveyance Project													
Task	1	Preliminary Phase											
	1.1	Project Initiation		4	1	5				10	\$ 2,750	\$ -	\$ -
	1.2	Topographic Survey									\$ -	\$ 7,500	\$ -
	1.3	Geotechnical Investigation									\$ -	\$ 15,035	\$ -
	1.4	Preliminary Design											
		Well Investigation and Design		2	5	30		40		77	\$ 16,510	\$ -	\$ -
		Basis of Design Memo			4	30		40		74	\$ 15,620	\$ -	\$ -
		Hydraulic Analysis Study			9		12	20		41	\$ 8,660	\$ -	\$ -
		Preliminary Plans		17		30	42	84		173	\$ 36,625	\$ -	\$ -
		QC/QA		6	8					14	\$ 4,070	\$ -	\$ -
	1.5	Program Management		8		8			15	31	\$ 6,090	\$ -	\$ -
Task	2	Final Design											
	2.1	65 Percent Design											
		Plan Production		6	12	25	27	75		145	\$ 30,505	\$ -	\$ -
		Construction Safety Phasing Plan		1		4	18	18		41	\$ 8,415	\$ -	\$ -
		Specifications					4		1	5	\$ 990	\$ -	\$ -
		Electrical and Structural Design									\$ -	\$ 20,000	\$ -
		Engineerings-Design Report			2		12			14	\$ 3,200	\$ -	\$ -
		QA/QC		9	12					21	\$ 6,105	\$ -	\$ -
	2.2	95 Percent Design											
		Plan Production		6	2	13	6	45		72	\$ 14,835	\$ -	\$ -
		Construction Safety Phasing Plan		1		2		4		7	\$ 1,505	\$ -	\$ -
		SWPPP			2		20	20	9	51	\$ 9,450	\$ -	\$ -
		Specifications			9		40			49	\$ 11,320	\$ -	\$ -
		Electrical and Structural Design									\$ -	\$ 7,000	\$ -
		Engineerings Design Report					24		4	28	\$ 5,720	\$ -	\$ -
		QA/QC		9	12					21	\$ 6,105	\$ -	\$ -
	2.3	100 Percent Design											
		Plan Production		4		16	6	42		68	\$ 13,890	\$ -	\$ -
		Specifications			9		20		4	33	\$ 7,360	\$ -	\$ -
		QA/QC		9	12					21	\$ 6,105	\$ -	\$ -
	2.4	Program Management		7		7			15	29	\$ 5,535	\$ -	\$ -
Project Totals				89	99	170	231	388	48	1025	\$ 221,365	\$ 49,535	\$ -
Percentage of Total				9%	10%	17%	23%	38%	5%		82%	18%	

AGENDA ITEM: J-3
DATE: January 9, 2019

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1738, A Resolution Approving Industrial Disability Retirement of Devin Church

BACKGROUND. Section 21154 of the California Government Code provides that, in the case of a local public safety member, the governing body of the contracting agency employing such member shall determine whether the member is incapacitated for the performance of duty. Devin Church, a former Police Officer with the now dissolved Monterey Peninsula Airport District Police Department has been off duty for over one year and collecting 4850 pay while an evaluation of his capacity to perform the duties of a Police Officer was completed.

Under the California Public Employees Retirement Law, disability means “the incapacity of a member from the performance of duty in public services for permanent or extended and uncertain duration of twelve months or longer, as determined on the basis of competent medical opinion”.

It has been determined by Devin Church’s primary treating physician, Dr. Robert Rovner, M.D., that Church has reached a point of maximum medical improvement and is not able to resume his usual work activities. California Code of Regulations, Title 8, Section 9785, defines maximal medical improvement as “...his or her condition is well stabilized, an unlikely to change substantially in the next year with or without medical treatment.”

The unique language from the attached Resolution is taken directly from the sample resolution published by CalPERS and modified for this circumstance. The Board will consider adoption of the Resolution.

IMPACT ON REVENUES. None.

IMPACT ON OPERATIONS. None.

RECOMMENDATION. Adopt Resolution No. 1738, Approving the Industrial Disability Retirement of Devin Church.

ATTACHMENTS.

Resolution No. 1738

RESOLUTION NO. 1738

**A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT
APPROVING THE INDUSTRIAL DISABILITY RETIREMENT OF DEVIN CHURCH**

WHEREAS, the Monterey Peninsula Airport District (hereinafter referred to as District) is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purpose of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for industrial disability retirement of based on orthopedic (back) condition from Devin Church employed by the Agency in the position of Police Officer will be filed with CalPERS; and

WHEREAS, the District has reviewed the medical and other evidence relevant to such alleged disability.

NOW, THEREFORE, BE IT RESOLVED, that the District finds and determines, and it does hereby find and determine that Devin Church is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Officer for the orthopedic back condition; and

BE IT FURTHER RESOLVED that the District does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2). If the disciplinary process occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination. Devin Church had filed a Workers' Compensation claim for his disabling condition. The Workers' Compensation claim was accepted.

BE IT FURTHER RESOLVED that Monterey Peninsula Airport District finds and determines and it does hereby find and determine that such disability is disease arising out of and in the course of employment. Neither Devin Church nor the Monterey Peninsula Airport District has applied to the Workers' Compensation Appeals Board for a determination pursuant to Government Code section 21166 whether such disability industrial.

AND

BE IT FURTHER RESOLVED that the member was separated from his employment in the position of Police Officer effective October 31, 2018 after the expiration of his rights under Government Code section 21164, effective October 31, 2018 and that no dispute as to the expiration of such leave rights is pending. His last day on pay status is October 31, 2018. There is not a possibility of third party liability. Advanced Disability Pension Payments will not be made. The primary disabling condition is orthopedic (back). The duration of the disabling condition is expected to be permanent or last at least twelve consecutive months from the date of the

application for benefit or will result in death, which is certified by competent medical opinion, as determined on the basis of competent medical opinion.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 9th day of January 2019 by the following roll call vote:

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

Signed this 9th day of January 2019

William Sabo, Chair

ATTEST

Michael La Pier, AAE
District Secretary

AGENDA ITEM: K
DATE: January 9, 2019

DEPARTMENT REPORTS

[Terminal Comment Card Log](#)

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

Monterey Fire Department
[Monthly Fire Report](#)

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

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

Tone	Date	Time	A/D/G	Airline	Flt #	Comments	City & State
N	12/01/18	12:00	-	-	-	My flight got delayed three times. Bad visit!!!	-
P	12/06/18	5:10	D	AA	-	Friendly TSA - Carry on had to be disassembled owing to new equipment	-
P	12/11/18	-	G	AA	5839	Clean floors	-
N	12/17/18	-	D	UA	-	MRY to Denver. My flight was delayed by 5 hours and there was no customer service to address the issue/help me rebook.	-
N	12/26/18	9:00	G	-	-	None of the faucets in the men's room at baggage claim are operational.	-
C	12/28/18	5:00	D	AA	5827	Create where the bark outside is a place where dogs can use the bathroom - grass - with the pickup poop plastic glove and place to deposit poop.	-
C	-	-	-	-	-	Keep the counter open until the last flight arrives. For example 11:00 PM United flight.	Monterey, CA

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

BACKGROUND. The Financial Summary for November 2018 is summarized in the following documents:

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

SUMMARY: November 2018 combined airport operating revenues are \$743.2K which is \$37.7K (5.3%) higher than budget (\$705.5K) and FYTD revenues are \$3.99M which is \$152.0K (4.0%) higher than budget (\$3.84M). The November favorable revenue variance is attributed to higher Commercial Aviation Terminal Concessions, General Aviation and Miscellaneous Other Operating Revenues. These higher revenues offset lower Non-Aviation Tenant fees.

OPERATING REVENUES							
November 2018 ACTUAL	November 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 743,211	\$ 705,499	\$ 37,712	5.3%	\$ 3,995,650	\$ 3,843,623	\$ 152,027	4.0%

Commercial Aviation fees in November are over budget (\$70.5K actual vs \$62.7K budget) with a 12.5% favorable fee variance and a 1.1% favorable landing volume variance (365 actual vs 361 budget). The November Commercial Aviation revenues include higher landing weights from flights using the heavier EMB 175 aircraft, and United has replaced some CRJ 200 aircraft with CRJ 700 aircraft for about 25% of its flights. In November there were 7 commercial flight cancellations (Alaska 2, American 2 and United 3). FYTD commercial flight cancellations are 57 (Alaska 9, American 26 and United 22).

General Aviation operating revenues in November (\$158.6K) are \$12.3 or 8.4% higher than budget (\$146.3K). This favorable revenue variance came from higher GA Fuel Flowage fees (\$7.8K) and higher landing fees (\$5.1K). FYTD General Aviation revenues are \$884.7K which is 3.5% or \$29.7K higher than budget (\$854.9K). General Aviation landing fees continue to drive this favorable variance.

In November combined TCP permits, Taxi permits/trip & TNC trip, Terminal Concessions, Rental Car and Parking Concessions fees (Concessions) are \$205.1K, which is \$16.5K or 8.8% higher than budget (\$188.6K). The November Concessions variance contains higher TNC (\$1.9K), Terminal Concessions (\$2.0K) and Parking fees (\$18.6K) which are offset by lower TCP, Taxi (-\$2.2K) and Rental Car (-\$3.9K) fees. In November Parking Concessions vehicle counts were under budget by 547 cars but overall there

was a daily favorable rate variance of \$2.23 per car (\$6.00 Bud vs \$8.23 Act). An increase of approximately 1,008 long term parked cars over 3 days created the favorable variance. Net FYTD Concessions (\$1.13M) are above budget (\$1.10M) by \$33.6K.

In November Non-Aviation Tenant revenues (\$142.1K) are lower than budget (\$143.5) by \$1.3K or 0.9%. This unfavorable variance resulted from lower MHSS storage (\$3.8) fees. Tenants in FWSS (Phase III) are again making advanced rental payments (2 or more months) that will increase the volatility of monthly outside storage revenues. Overall FY19 outside storage revenues should meet budget. FYTD Non-Aviation Tenants revenues (\$725.2K) are over budget (\$701.2K) by \$24.0K or 3.4%.

November Other Operating Revenues (\$18.2K) are higher than budget (\$16.8K) by \$1.4K or 8.5% This favorable variance is driven by State of California payroll tax reimbursements and POST 2016 police training reimbursements. FYTD Other Operating revenues (\$135.7K) are over budget (\$122.4K) by \$31.3K or 25.6%.

OPERATING EXPENSES							
November 2018 ACTUAL	November 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 706,165	\$ 727,508	\$ 21,343	-2.9%	\$ 3,471,109	\$ 3,683,437	\$ 212,328	-5.8%

November operating expenses are under budget by \$21.4K (2.9%). November’s net favorable expenses variance resulted from the following:

Salary & Wage and Employer Payroll Tax Expenses (\$163.4K) for November are \$7.1K lower than budget (\$170.4K). The favorable variance is attributed to a delay in hiring the new part-time Operations Supervisor until January and higher Salary & Wage Reimbursement for airport improvement projects.

Employer Benefit Expenses (\$106.2K) for November are over budget (\$104.3K) by \$1.8K. The variance is the result of higher CalPERS Health Insurance payments for Police officers who were terminated in October after the CalPERS invoicing cut-off date. This variance should be recaptured from CalPERS.

Personnel Related Expenses (\$12.5K) for November are under budget (\$17.6) by \$5.1K. This favorable variance resulted from lower seminars & conferences and travel expenses for staff and lower BOD conference travel expenses. Most of these variances are timing differences from October 2018.

Business Related Expenses (\$20.7K) are materially on budget for November.

Expendable / Consumable Supplies & Materials expenses for November (\$5.8K) are under budget (\$10.2K) by \$4.4K. This favorable variance resulted from a mix of lower custodial, office and other supplies purchases.

Repair & Maintenance expenses in November (\$25.5K) are under budget (\$49.5K) by \$24.0K. The favorable variance resulted from lower airfield repairs (\$19.2K), terminal repairs (\$5.8K), rental space

repair & maintenance (\$1.2K) and general repairs & maintenance (\$1.1K), which offset higher landscaping another repairs (\$2.1K)

Outside Services (\$243.8K) are materially on budget for November.

Professional Services for November (\$50.5K) are under budget (\$43.2K) by \$7.3K. The Professional Services unfavorable expense variance includes: higher annual audit and accounting (\$9.6K) expenses which are offset by lower art program (\$1.1K) and human resources fees (\$1.2K). Most of these variances are timing differences.

Marketing related expenses for November (\$17.3K) are over budget (\$6.4K) \$10.9K. The unfavorable variance is the result of higher marketing and public relations fees for the new United Denver and American Dallas services (\$10.9K).

Combined Utilities expenses for November (\$53.3K) are over budget (51.5K) by \$1.8 or 3.5%K. Offsetting utilities variances include lower PG&E electricity (\$1.5K), higher natural gas (\$2.1K) and higher water (\$1.2K) expenses.

November FYTD Operating Expenses are \$3.43M which is \$212.0K lower than budget (\$3.65M). This favorable variance is attributed to lower expenses in most all expense categories except Police Salaries and Wages and Marketing expenses.

With higher than budget operating revenues and lower operating expenses, the November Operating Income is \$37.0K which is \$59.1K higher than budget (-\$22.1K). FYTD operating income is \$524.5K which is \$364.4K or 227.5% higher than budget (\$160.1K).

OPERATING INCOME / (LOSS)							
November 2018 ACTUAL	November 2018 BUDGET	VARIANCE		FYTD 2019 ACTUAL	FYTD 2019 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 37,046	\$ (22,010)	\$ 59,056	-268.3%	\$ 524,541	\$ 160,186	\$ 364,355	227.5%

ACCOUNTS RECEIVABLE. The accounts receivable balance on November 30, 2018 is \$410K. This balance is 4.3% higher than the October 31, 2018 balance and 9.8% higher than the balance on November 30, 2017. The net accounts receivable balance over 60 days old on November 30, 2018 is a -\$3,309. This increase in accounts receivables is simply attributed to timing of collections.

The outstanding November accounts receivable invoices on December 26, 2018 total is \$104.6K. Included in this November 28 balance are seven airline and rental car related invoices totaling approximately \$84.4K, GSA/TSA invoice for \$9.7K and several small invoices which are offset by several small customer prepayments.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from November 2017 to November 2018.

Chart 1

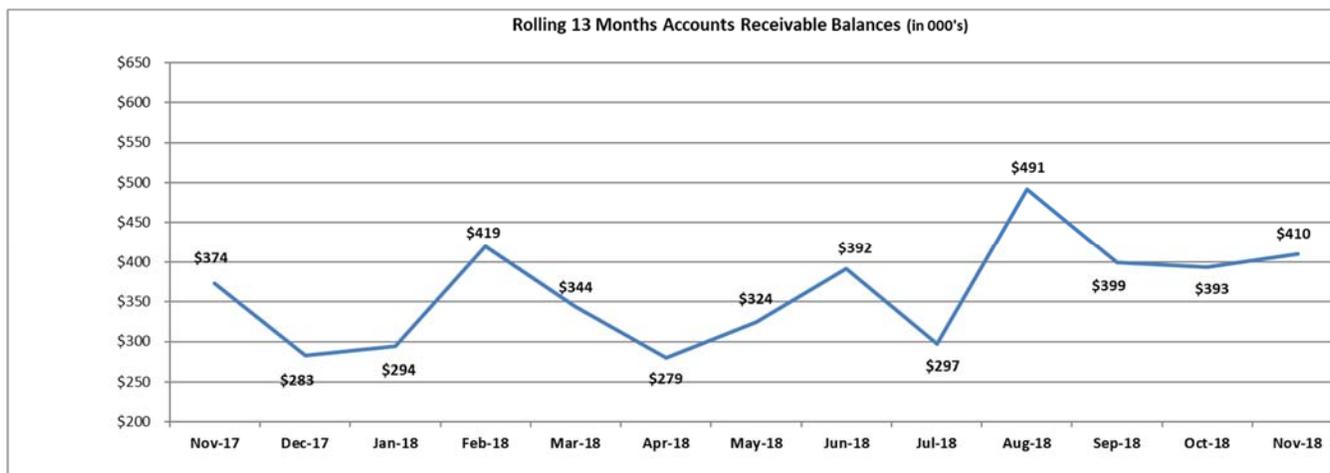
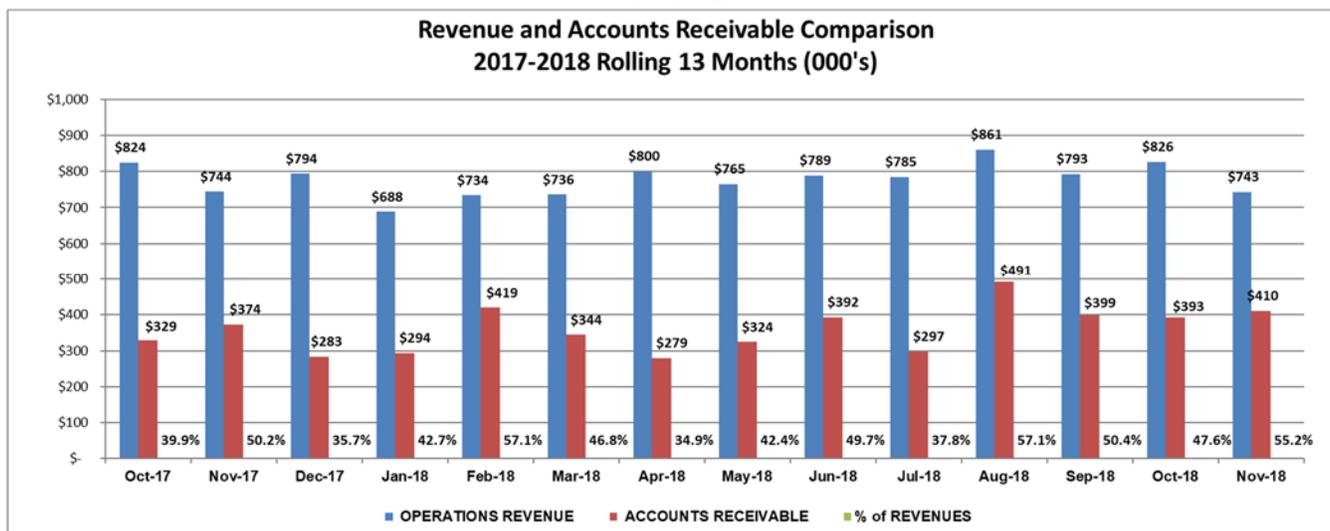


Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Typically, the balance of accounts receivable at month-end will align with operating revenues in that month and be approximately 45% to 60% of revenues. In November 2018, accounts receivables are 55.2% of revenues and the 13-month average is 46.7%.

Chart 2



UNRESTRICTED CASH AND INVESTMENTS: The unrestricted cash and investments balance on November 30, 2018 is \$5.112M and the unrestricted cash and investments balance on October 30, 2018

was \$5.057M, an increase of \$55.4K. The increases in unrestricted cash and investments resulted from a cash transfer to the reserve account of \$54.4K to fund FY20 CalPERS UAL and investments interest of \$ 1.0K.

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



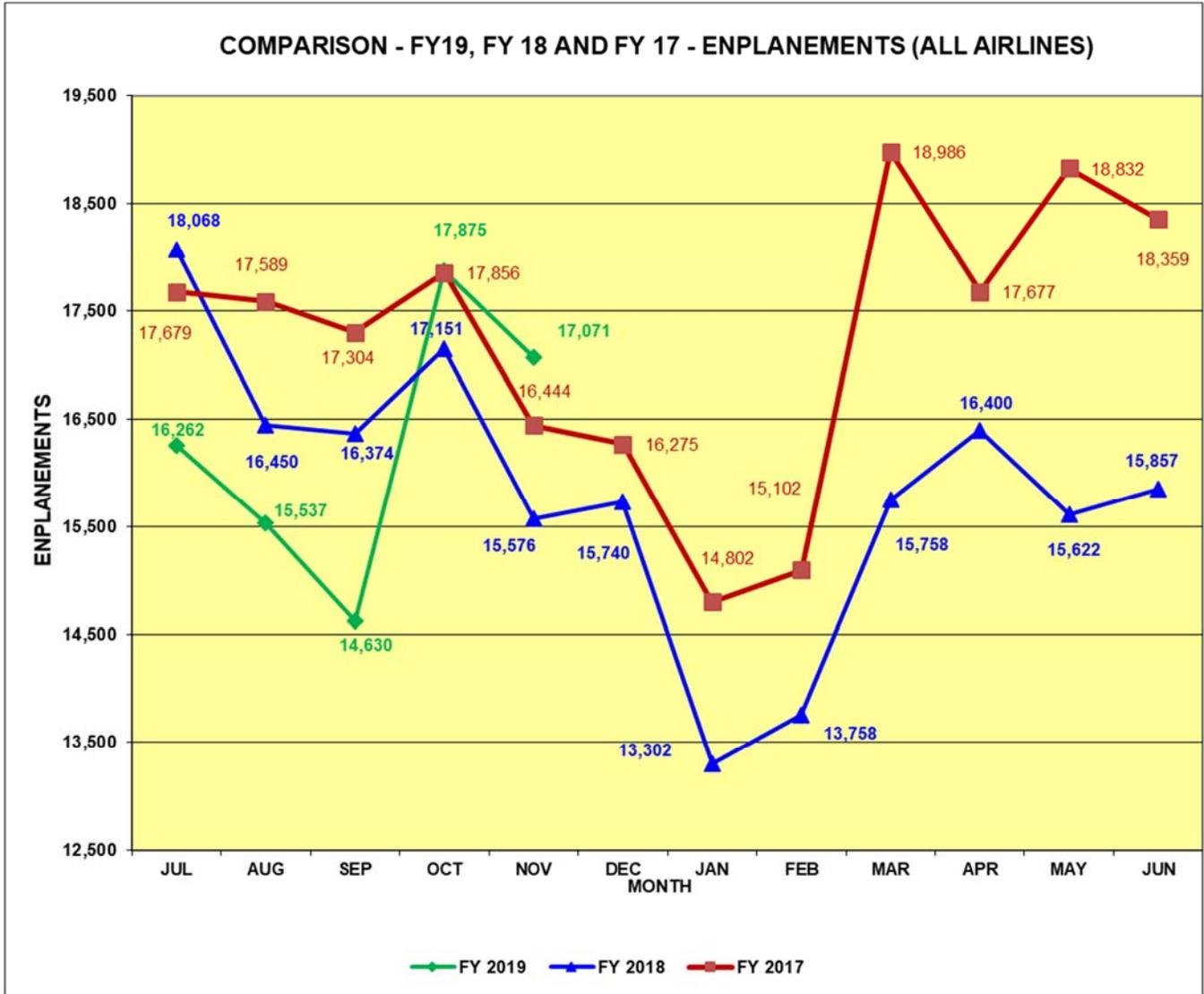
Table 1 presents load factors for fiscal years 2017, 2018 and 2019. Load factors indicate the customer utilization of available aircraft seating capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking and other support services. Historically load factors range from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

Table 1

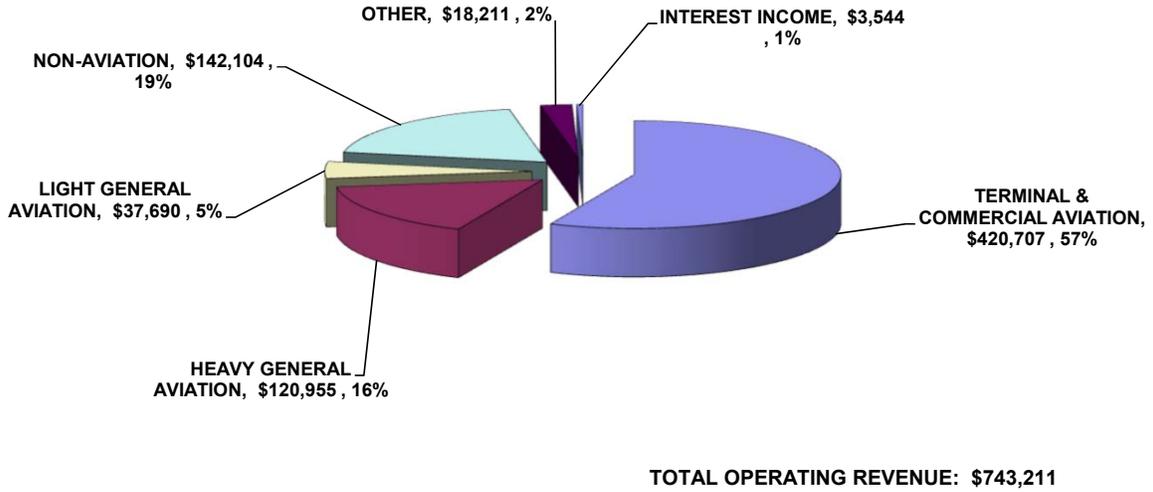
Fiscal Year	November 2018				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2019	69.7%	17,071	24,507	365	71.1%	81,375	114,431	1,724
2018	82.8%	15,576	18,806	297	79.0%	83,619	105,910	1,676
2017	75.9%	16,444	21,656	321	77.1%	86,872	112,654	1,740
2016	81.4%	15,762	19,362	315	80.0%	78,438	98,072	1,639

Chart 4 presents a comparison of monthly FY 2017, 2018 and 2019 enplanements, which represents the Airport’s business cycle. When compared to November 2018 to October 2018 enplanements decreased 4.5% to 17,071 compared to 17,875. When comparing November 2018 to November 2017 (15,576) enplanements increased 9.6%.

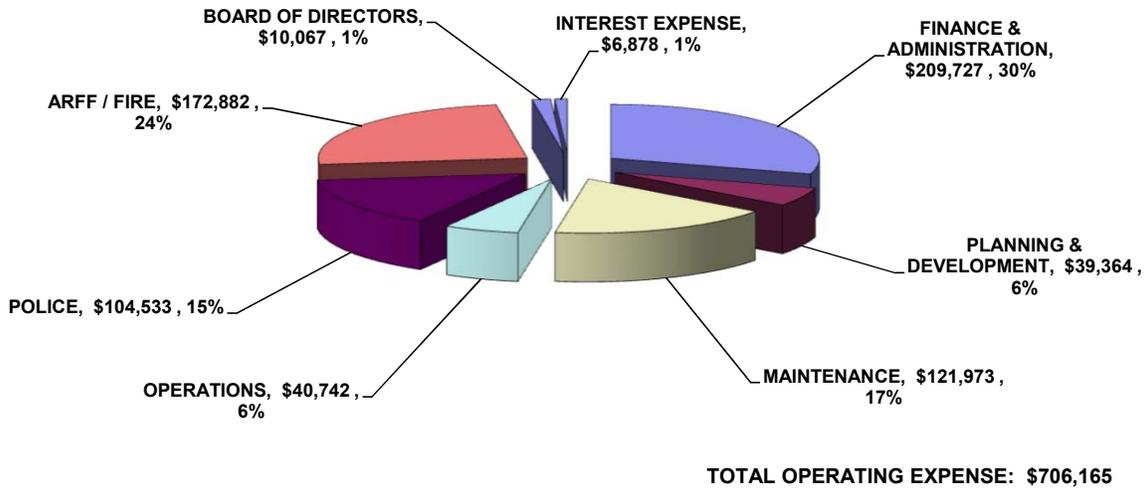
Chart 4



November 2018 Operating Revenue

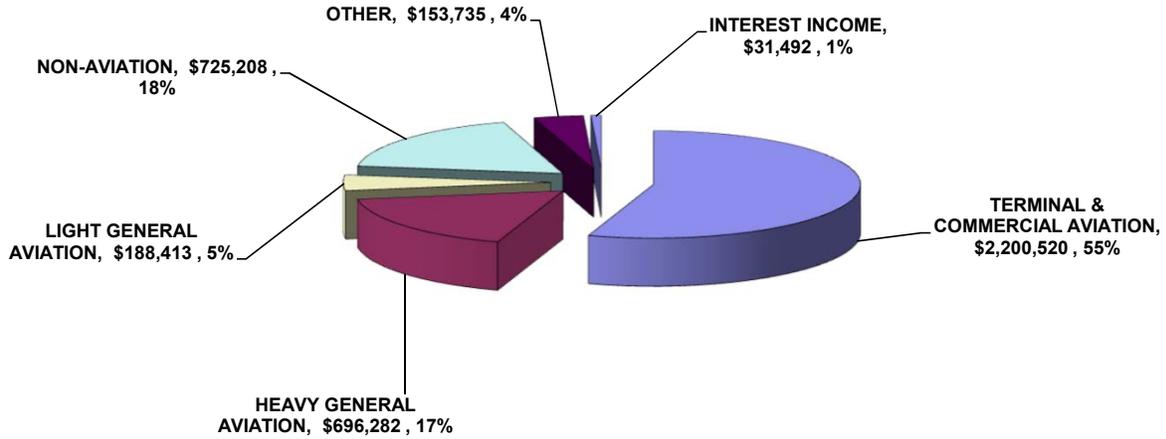


November 2018 Operating Expense



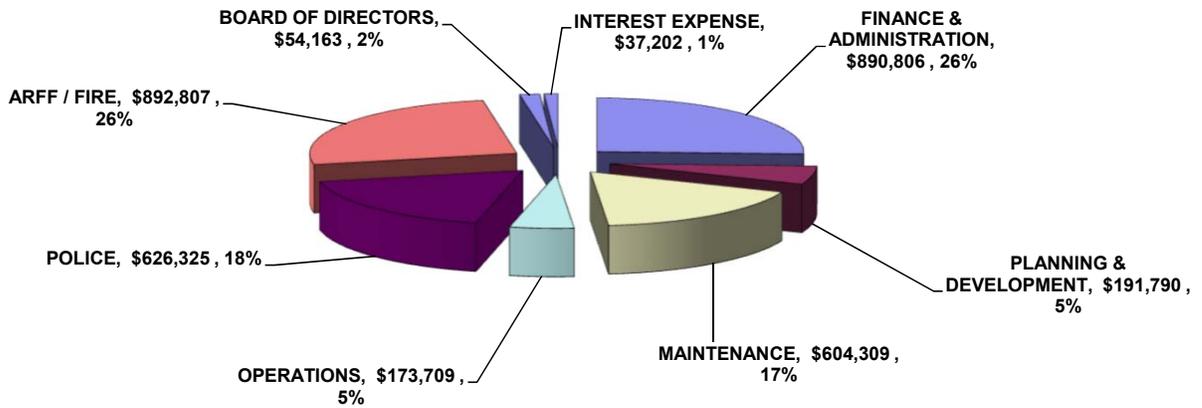
Monterey Peninsula Airport District

FY 2019 (July 18 - November 18) YTD Operating Revenue



TOTAL OPERATING REVENUE: \$3,995,650

FY 2019 (July 18 - November 18) YTD Operating Expense



TOTAL OPERATING EXPENSE: \$3,470,610

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

November 30, 2018

OPERATING STATISTICS	November 18	Budget		November-17	YTD FY 19	Budget		YTD FY 18
AIRPORT ACTIVITY								
Air Carrier Landings ¹	365	361	1.1%	297	1,724	1,715	0.5%	1,676
Passengers (emp/dep)	34,149			30,970	163,434			136,155
Total Cargo (in pounds)	80,772			97,519	355,501			478,678
AIRCRAFT OPERATIONS								
Commercial	1,244			1,090	6,936			13,925
General Aviation	3,063			6,319	20,125			31,581
Military	332			843	1,845			4,036
TOTAL AIRCRAFT OPERATIONS	4,639			8,252	28,906			49,542
VEHICLE EXIT COUNT								
Long Term (1) Lot	1,770			1,865	8,704			10,774
Upper Short Term (2) Lot	2,105			1,589	9,304			10,551
Lower Short Term (3) Lot	5,907			6,837	33,633			33,361
TOTAL VEHICLE EXIT COUNT	9,782			10,291	51,641			54,686

1 Cancelled Flights: Current Month = 7 (2 - Alaska /0 - Allegiant /2 - American /3 - United) FYTD = 57 (9 - Alaska /0 - Allegiant /26 - American /22 - United)

	November 18	November 18		November-17	YTD FY 19	YTD FY 19		YTD FY 18
	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, Apron, RON and Fuel Flowage Fees	70,492	62,668	12.5%	57,756	347,594	325,326	6.8%	315,106
Rents	145,073	144,563	0.4%	144,001	723,001	721,384	0.2%	721,908
TCP Operator Permits	983	750	31.1%	786	3,717	3,550	4.7%	3,295
Taxi Operator Permits & Trip Fees	5,684	7,925	-28.3%	8,402	29,701	35,748	-16.9%	38,305
TNC Permits & Trip Fees	14,388	12,487	15.2%	13,161	77,763	64,676	20.2%	57,351
Concessions	20,049	18,087	10.8%	18,753	101,054	87,217	15.9%	87,665
Rental Car	83,534	87,420	-4.4%	81,535	576,647	581,514	-0.8%	543,910
Parking	80,504	61,899	30.1%	72,823	341,042	323,574	5.4%	356,783
HEAVY GENERAL AVIATION								
GA Landing Fees	31,700	26,601	19.2%	27,610	203,327	173,882	16.9%	180,918
FBO Rent	57,780	58,018	-0.4%	57,780	288,900	290,090	-0.4%	288,900
Fuel Fees	31,474	23,674	32.9%	25,240	204,055	200,850	1.6%	176,499
LIGHT GENERAL AVIATION	37,690	38,028	-0.9%	37,862	188,413	190,140	-0.9%	189,745
NON AVIATION	142,104	143,501	-1.0%	151,347	725,208	701,163	3.4%	742,994
OTHER OPERATING REVENUE	18,211	16,777	8.5%	43,959	153,735	122,359	25.6%	236,808
INTEREST INCOME	3,544	3,100	14.3%	3,091	31,492	22,150	42.2%	20,104
TOTAL OPERATING REVENUE	\$ 743,211	\$ 705,498.61	5.3%	\$ 744,106	\$ 3,995,650	\$ 3,843,623	4.0%	\$ 3,960,293
	*	*			*	*		
OPERATING EXPENSE								
Finance & Administration	209,727	197,744	6.1%	203,600	890,806	897,657	-0.8%	993,179
Planning & Development	39,364	37,803	4.1%	31,701	191,790	222,480	-13.8%	198,213
Maintenance & Custodial Services	121,973	153,356	-20.5%	138,623	604,309	728,279	-17.0%	615,298
Airport Operations	40,742	47,750	-14.7%	48,908	173,709	200,165	-13.2%	233,345
Police Department	104,533	96,457	8.4%	120,303	626,325	631,158	-0.8%	528,072
ARFF /Fire Services	172,882	173,719	-0.5%	167,985	892,807	909,945	-1.9%	841,451
Board of Directors	10,067	13,176	-23.6%	7,376	54,163	56,236	-3.7%	44,459
Interest Expense	6,878	7,503	-8.3%	8,406	37,202	37,517	-0.8%	37,196
TOTAL OPERATING EXPENSE	\$ 706,165	\$ 727,508	-2.9%	\$ 726,901	\$ 3,471,109	\$ 3,683,437	-5.8%	\$ 3,491,212
OPERATING INCOME / (LOSS)	\$ 37,045	\$ (22,010)	-268.3%	\$ 17,206	\$ 524,541	\$ 160,186	227.5%	\$ 469,081
DISTRICT CAPITAL EXPENDITURES	\$ (36,853)	\$ 229,000	-116.1%	\$ 48,460	\$ 82,770	\$ 568,353	-85.4%	\$ 2,258,888
DEBT SERVICE - PRINCIPAL ONLY	\$ 32,162			\$ 43,401	\$ 160,807			\$ 182,203

FISCAL YEAR 2019
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
November 30, 2018

Airport Improvement Programs	Actual FY 2019		Prior Fiscal Year		Actual FY 2019		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
MPAD Expenditures	(69,146.64)	6.8%	48,460.46	43.2%	50,476.30	-8.2%	2,177,524.64	84.4%
AIP -- FAA Funded Expenditures	(824,024.48)	80.8%	58,881.80	52.5%	(554,534.21)	90.4%	379,498.97	14.7%
AIP -- PFC Funded Expenditures	(127,287.50)	12.5%	4,845.50	4.3%	(109,245.59)	17.8%	22,426.30	0.9%
Total Capital Improvement Expenditures	(1,020,458.62)	100%	112,187.76	100%	(613,303.50)	100%	2,579,449.91	100%

District Capitalized Acquisitions / Expenditures By Department

Finance & Administration	-		-		-		-	
Planning & Development	-		-		-		-	
Maintenance & Custodial Services	32,293.50		-		32,293.50		81,363.00	
Airport Operations	-		-		-		-	
Police	-		-		-		-	
ARFF / Fire	-		-		-		-	
Total Capital Acquisition Expenditures	32,293.50	0%	-	0%	32,293.50	0%	81,363.00	0%

Consolidated

District Expenditures	(36,853.14)	3.7%	48,460.46	43.2%	82,769.80	-14.2%	2,258,887.64	84.9%
AIP -- FAA Funded Expenditures	(824,024.48)	83.4%	58,881.80	52.5%	(554,534.21)	95.4%	379,498.97	14.3%
AIP -- PFC Funded Expenditures	(127,287.50)	12.9%	4,845.50	4.3%	(109,245.59)	18.8%	22,426.30	0.8%
Total Capital Expenditures	(988,165.12)	100%	112,187.76	100%	(581,010.00)	100%	2,660,812.91	100%

FY 2017/18 District Capital Expenses/Budget:

	Actual PTD	Budget PTD R1	Actual YTD	Budget YTD R1
2013-02 Master Plan	(86,708.98)	-	(86,708.98)	-
2015-03 Infield Safety Project	-	-	-	-
2016-01 NEPA & CEQA	46,474.00	13,232.00	217,234.10	192,563.00
2017-06 Airfield Electrical Vault Upgrade	6.84	-	6.84	-
2017-07 FAA Disparity Study	-	-	-	-
2018-04 East End Procedure Development	3,375.00	-	3,375.00	30,000.00
2018-09 Runway 10L-28R Overlay & PAPI	-	-	(142,477.86)	(142,477.86)
2019-01 Infield Safety Area Rehab Phase 1	-	-	-	-
2019-02 RSA MITIGATION - YEAR 4	-	-	-	-
2019-03 Water Distribution System	-	45,000.00	-	180,000.00
2019-04 ARFF Vehicle Purchase	-	-	-	70,000.00
2019-05 Inside Terminal Refresh	-	-	36,658.70	37,500.00
2019-06 Pavement Rehabilitation	-	168,468.00	22,388.50	168,468.00
2019-07 RV LOT 2 Construction	-	2,300.00	32,293.50	32,300.00
	(36,853.14) *	229,000.00	82,769.80	568,353.14

FISCAL YEAR 2019
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 11/30/18</u>	<u>Interest Rate</u>
Money Market Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	<u>\$2,516,625.25</u>	2.290%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			<u>\$567,833.35</u>	0.18%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD				
Ally Bank Midvale UTAH CTF	05/19/16	05/17/19	125,000.00	1.15%
American Express Fed Svgs Bk Instl CTF DEP ACT/365	08/28/14	08/28/19	105,000.00	2.10%
American Express Centurion Bk CTF DEP	06/03/15	06/03/20	120,000.00	2.10%
American Express Centurion Bk Instl CTF DEP ACT/365	07/01/15	07/01/20	135,000.00	2.35%
BMW Bank North America, Salt Lake City Dep ACT/365 Semi-Annually	06/29/16	06/28/19	30,000.00	1.15%
Capital One Bk USA Natl Assn Allen VA CTF DEP ACT/365	09/02/15	09/02/20	200,000.00	2.20%
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
Citizens St Bank Lacrosse Wisconsin CTF DEP ACT/365	05/18/16	05/18/21	125,000.00	1.40%
Comenity Capital Bank Salt Lake City Utah CTF DEP	10/21/16	10/29/21	100,000.00	1.75%
Discover Bk Greenwood DEL CTF ACT/365	04/22/15	04/22/19	125,000.00	1.40%
Discover Bk Greenwood DEL CTF ACT/365	03/01/17	03/01/22	25,000.00	2.30%
Discover Bk Greenwood DEL CTF DEP ACT/365	06/13/18	06/14/21	100,000.00	3.00%
Everrbank Jacksonville FLA CTF DEP ACT/365	07/28/16	07/28/21	120,000.00	1.45%
Goldman Sachs Bk USA New York CTF DEP ACT/365	05/31/17	05/16/22	145,000.00	1.80%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/18	06/13/23	125,000.00	3.30%
State Bank India New York NY CTF DEP ACT/360	02/24/17	02/24/22	125,000.00	2.25%
Synchrony Bk Retail CTF DEP	04/17/15	04/17/20	125,000.00	1.85%
Synchrony Bk Retail CTF DEP	06/29/16	06/29/21	120,000.00	1.55%
Cash And Cash Equivalents	Various	Various	27,713.76	Variable
			<u>\$2,027,713.76</u>	
Sub-Total: MPAD INVESTMENTS:			<u>\$5,112,172.36</u>	

FISCAL YEAR 2019
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 11/30/18</u>	<u>Interest Rate</u>
Tenant's Security Deposits & Certificates of Deposit - RESTRICTED				
JP Morgan Chase - Money Market Account	Various	Various	\$432,266.92	0.20%
Passenger Facility Charges (PFCs) - RESTRICTED				
Rabobank & JP Morgan Chase - Passenger Facility Charges (PFCs)			989,105.85	0.20%
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	08/24/16	08/24/21	100,000.00	1.60%
Capital One Bk USA Natl Assn Glen Allen VA CTF DEP ACT/365	02/23/17	02/23/22	50,000.00	2.30%
CitiBank NATL ASSN SIOUX FALLS SB CTF DEP ACT /365	08/14/18	08/15/22	120,000.00	3.15%
Compass BK Birmingham ALA CTF DEP ACT/365	05/16/18	05/16/19	100,000.00	2.15%
Discover Bk Greenwood Del CTF DEP ACT/365	03/01/17	03/01/22	120,000.00	2.30%
Discover Bk Greenwood Del CTF DEP ACT/365	08/30/18	08/08/22	130,000.00	3.15%
Goldman Sachs BK USA NY CTF DEP ACT/365	11/22/17	11/21/18	0.00	1.50%
Goldman Sachs BK USA NY CTF DEP ACT/365	11/22/17	05/22/19	100,000.00	1.65%
Goldman Sachs BK USA NY CTF DEP ACT/365	11/22/17	11/21/19	100,000.00	1.80%
State BK India NY, NY CFT DEP ACT/360	02/24/17	02/24/22	30,000.00	2.25%
Umpqua BK Roseburg ORE CTF DEP ACT 365	05/25/18	11/25/19	50,000.00	2.45%
Wells Fargo NA Sioux Falls SD CTF DEP ACT 365	05/23/18	05/26/20	100,000.00	2.75%
Wells Fargo NA Sioux Falls SD CTF DEP ACT 365	05/23/18	05/24/21	150,000.00	2.90%
Cash and Cash Equivalents	Various	Various	61,748.92	Various
			<u>\$1,211,748.92</u>	
Sub-Total: MPAD Investments - RESTRICTED:			<u>\$2,633,121.69</u>	
Total MPAD Investment Portfolio:			<u><u>\$7,745,294.05</u></u>	

**MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED**

	FY 2019 CURRENT-PERIOD ACTUAL	FY 2019 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 739,666	\$ 3,964,158
CASH RECEIVED - INTEREST INCOME	3,544	31,492
CASH RECEIVED	<u>\$ 743,211</u>	<u>\$ 3,995,650</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 699,287	\$ 3,433,908
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE) ^{2&3}	6,878	37,202
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ^{2&3}	32,162	160,807
CASH DISBURSED	<u>\$ 738,327</u>	<u>\$ 3,631,916</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 4,883</u>	<u>\$ 363,734</u>
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ⁴	\$ (36,853)	\$ 82,770
CASH DISBURSED	<u>\$ (36,853)</u>	<u>\$ 82,770</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ 36,853</u>	<u>\$ (82,770)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 41,737</u>	<u>\$ 280,964</u>

¹Net of non-cash operating expense (OPEB)

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

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

⁴District-funded capital plan for FY18



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

December 2018

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 25 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 3
- City of Monterey – 22
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 0

2. Training

Personnel completed a total of 17.5 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): 80
- Operational (qualified to work at Airport, but live fire training not current): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 14

3. Other

- E16 (from Airport station) was the first arriving engine at a structure fire on Via Taormina (near Foothill School) on Christmas morning. Fortunately the quick response time ensured that there was minimal damage to the home.
- Since the ARFF training facility at Salt Lake City has been shut down, we are working with the Dallas-Fort Worth Airport to have our personnel complete the training there.

Monterey Fire Department

Incident Type Report (Summary)

**Alarm Date Between {12/01/2018} And
{12/31/2018} and Station = "16"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	4.00%	\$1,200	100.00%
	<u>1</u>	<u>4.00%</u>	<u>\$1,200</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	2	8.00%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	1	44.00%	\$0	0.00%
322 Motor vehicle accident with injuries	2	8.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	12.00%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	1	4.00%	\$0	0.00%
	<u>19</u>	<u>76.00%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
445 Arcing, shorted electrical equipment	2	8.00%	\$0	0.00%
	<u>2</u>	<u>8.00%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
622 No Incident found on arrival at dispatch address	1	4.00%	\$0	0.00%
	<u>1</u>	<u>4.00%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
730 System malfunction, Other	1	4.00%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	4.00%	\$0	0.00%
	<u>2</u>	<u>8.00%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	25	Total Est Loss:	\$1,200	

AGENDA ITEM: K
DATE: January 9, 2019

TO: Michael La Pier, Executive Director
FROM: Operations Manager Griggs
DATE: January 2, 2019
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for December 2018 and planned airline activities for January 2019.

1. The Christmas/New Year holiday traffic period was steady, however uneventful. Long-term parking did not reach capacity.
2. Ongoing coordination with Air Traffic Control and Airport Maintenance for airfield painting arrangements.
3. The following reports are attached:
 - December 2018 Noise Comment Report
 - Operating and Expense Reports for the Taxi and TNC ground transportation systems
 - Commercial Flight Cancelations & Delay Report for December 2018
 - Commercial Flight Schedule for January 2019
4. Below is the summary of scheduled airline activity for January 2019:

Alaska Air flown by Horizon/SkyWest

- Continuing to operate one daily departure to San Diego with the Embraer 175 aircraft
- Scheduled to operate a total of 62 flights (Arrivals and Departures)

Allegiant Air

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

United flown by SkyWest

- SFO continues with two daily flights
- LAX continues with four daily flights
- DEN continues with two daily flights
- All flights continue to use the CRJ200 (50 seats) with an occasional EMB 175 now and then
- Scheduled to operate a total of 464 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

- PHX service continues with three daily flights

- Scheduled to operate a total of 186 flights (Arrivals and Departures) using the CRJ900 aircraft.

Cumulatively speaking, the airlines have added 108 flights (730 vs.622 – an increase of approx. 14.8%) compared to last January. The number of available seats has also increased by approximately 11.9% (44,960 vs. 39,608). This is primarily due to the added UA DEN service.

**MRY AIRPORT NOISE COMMENT LOG
DECEMBER 2018**

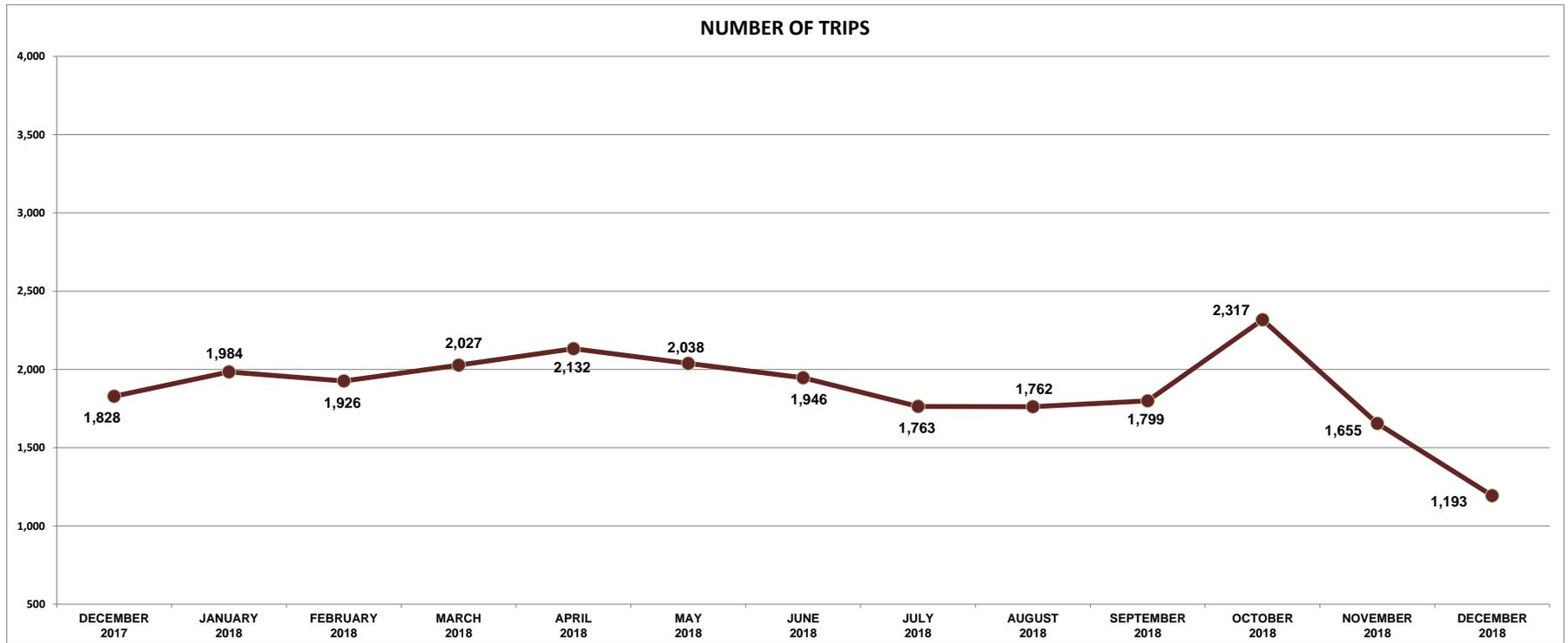
Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes	
1	Arnold Owens	Fisherman Flatts	12/5/2018	5:45am	Jet	departure	I don't care what excuse you have for allowing a jet to take off while families are still in bed. Try to be a good neighbor!	KG	Routine commercial departure. Educated Mr. Owens on curfew limitations MRY cannot enforce.	
2	Barbara Lovero	Pasadera	12/3/2018	11:45am	CRJ900	Arrival	Asked a question querying the approach of the inbound AA 5905	MC	After contacting ATC, replied stating the aircraft flew a visual approach.	
3	Wayne Marion	Del Rey Oaks	12/6/2018 (Operations received the inquiry a day later)	8:20am	Cessna 182	Departure RWY 28L	Aircraft flying very low; heading 20 degrees west of compass north from the airport over my house	KG	ATCT identified aircraft as a Cessna 182. As this operation occurred a day earlier, management could not verify the intent of the operator or action of the controller	Mr. Marion originally contacted a Board Member on this issue. To facilitate a more timely notification process, Mr. Marion was provided the airport's noise abatement submission process
4	Barbara Lovero	Pasadero	12/7/2018	12:05PM & 12:30 PM	CRJ900 & CRJ200	Arrivals	Question asking what approaches these aircraft flew	MC	ATC confirmed American flight 5905 (CRJ 900) followed the localiser approach; United flight 5337 (CRJ 200) performed a right downwind visual approach for Runway 28L.	
5	Robert Egnew	New Monterey	12/10/2018	All Day (until 1:30pm)	All	Arriving RWY 10R	Can you tell me why on a clear day with no wind there has been at least 20 planes flying over New Monterey	KG	Informed Mr. Egnew that wind conditions dictate which direction aircraft can safely approach the airport.	ATCT shifted the direction of traffic less than half an hour prior to his written complaint.
6	Howard Fosler	New Monterey	12/10/2018	6:15am	CRJ 200	Departure RWY 28L	Commerical aircraft flew runway heading then turned right. Why did it not follow proper departure procedure?	KG	Captains discretion	
7	Mike Dawson	Monterey	12/10/2018	5 PM	CRJ 200	Departure RWY 28L	Aircraft made a left turn after departure and flew over my house. Why?	KG	Controllers discretion. Unknown reason.	
8	Anne Stallings	North Monterey	12/10/2018	General	All		It's loud every 15 minutes when aircraft reve up their engines. Why could you not soundproof my apt. complex like you did with homes across the street?	KG	Informed her the Residential Insulation Sound Proofing Program was closed out about ten years ago.	
9	Anthony DeCarlo	Pacific Grove	10/29/2018	General	All	Westerly approach	Aircraft flying low and loud last 2 months. Only used to be during fog and stormy weather	MC	Responded stating the effect wind has on ops. Explained wind from East generally means arrivals from the West.	
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										
AIR OPERATIONS OF UNKNOWN ORIGIN										

MONTHLY TOTALS and COMPARISONS									

	Dec-18	Dec-17	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	8	1	200%	0	0
Number of Operations:	N/A	8,362	-100%	0	0
Annual Total	167	142	18%	0	0

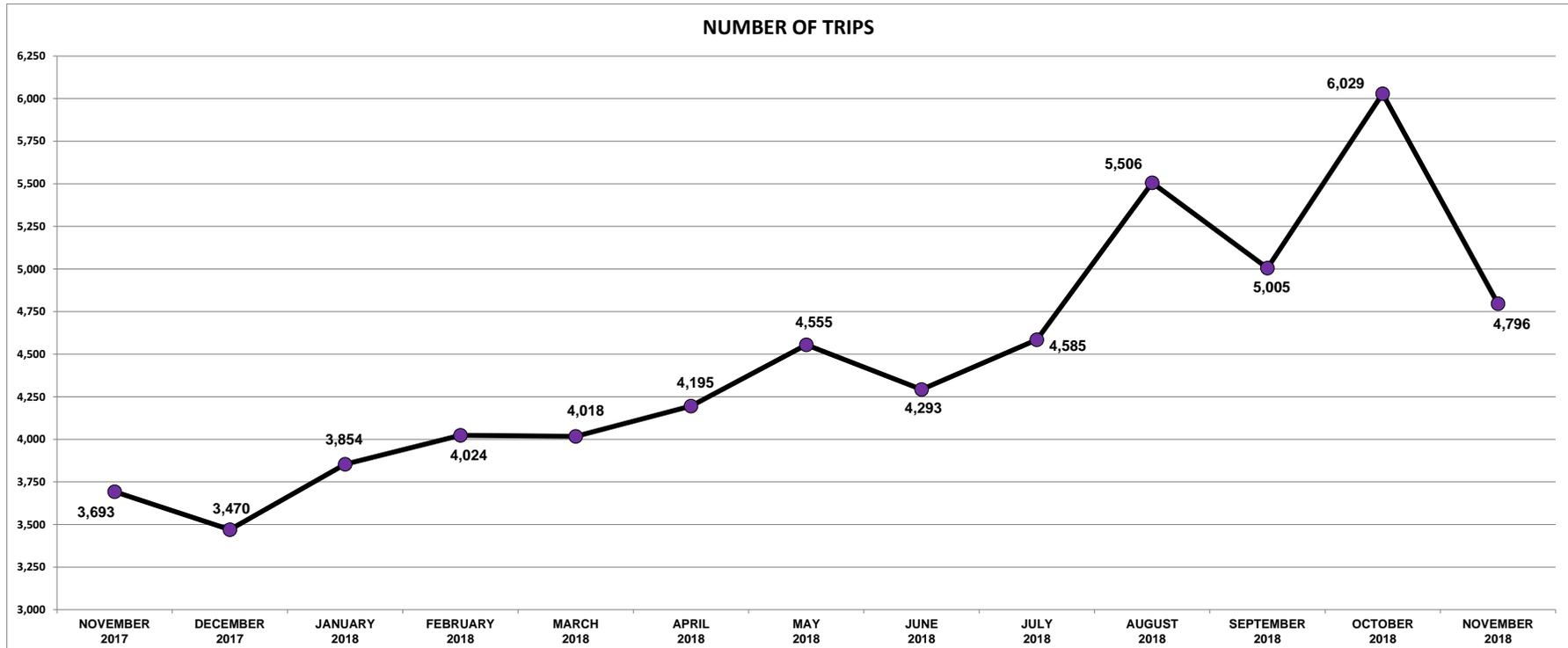
13-MONTH ROLLING COMPARISON

Taxis



	2017 DECEMBER	2018 JANUARY	2018 FEBRUARY	2018 MARCH	2018 APRIL	2018 MAY	2018 JUNE	2018 JULY	2018 AUGUST	2018 SEPTEMBER	2018 OCTOBER	2018 NOVEMBER	2018 DECEMBER
NUMBER OF TRIPS	1,828	1,984	1,926	2,027	2,132	2,038	1,946	1,763	1,762	1,799	2,317	1,655	1,193
NUMBER OF MEDALLIONS	67	67	67	68	68	68	68	40	48	49	50	54	54
TAXI TRIP FEES	\$ 6,240	\$ 6,828	\$ 6,570	\$ 6,474	\$ 5,484	\$ 5,952	\$ 5,778	\$ 6,081	\$ 6,396	\$ 5,397	\$ 6,021	\$ 4,965	\$ 3,579
TAXI MEDALLION FEES	\$ 250	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 4,000	\$ 800	\$ 100	\$ 100	\$ 325	\$ -
TAXI - TOTAL REVENUE	<u>\$ 6,490</u>	<u>\$ 6,828</u>	<u>\$ 6,570</u>	<u>\$ 6,574</u>	<u>\$ 5,484</u>	<u>\$ 5,952</u>	<u>\$ 5,778</u>	<u>\$ 10,081</u>	<u>\$ 7,196</u>	<u>\$ 5,497</u>	<u>\$ 6,121</u>	<u>\$ 5,290</u>	<u>\$ 3,579</u>
CURB MGMT CONTRACT													
SOFTWARE LICENSE/HOSTING	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408	\$ 2,408
BEACON LICENSING	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
TAXI - TOTAL EXPENSE	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,250</u>	<u>\$ 3,408</u>	<u>\$ 3,408</u>	<u>\$ 3,408</u>	<u>\$ 3,408</u>	<u>\$ 3,408</u>	<u>\$ 3,408</u>
OPERATING INCOME / (LOSS)	\$ 3,240	\$ 3,578	\$ 3,320	\$ 3,324	\$ 2,234	\$ 2,702	\$ 2,528	\$ 6,673	\$ 3,788	\$ 2,089	\$ 2,713	\$ 1,882	\$ 171
FYTD 2019 (July 2018 - June 2019) OPERATING INCOME / (LOSS)													\$ 17,316
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 35,002

Transportation Network Companies (TNCs)



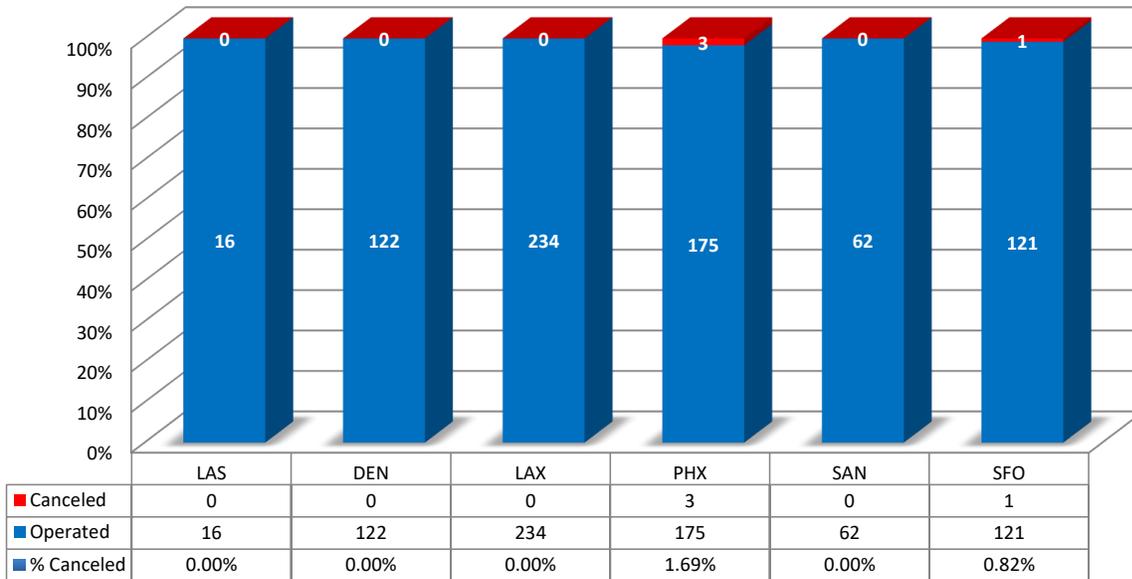
	2017 NOVEMBER	2017 DECEMBER	2018 JANUARY	2018 FEBRUARY	2018 MARCH	2018 APRIL	2018 MAY	2018 JUNE	2018 JULY	2018 AUGUST	2018 SEPTEMBER	2018 OCTOBER	2018 NOVEMBER
NUMBER OF TRIPS	3,693	3,470	3,854	4,024	4,018	4,195	4,555	4,293	4,585	5,506	5,005	6,029	4,796
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 10,068	\$ 11,880	\$ 11,412	\$ 12,912	\$ 11,079	\$ 10,410	\$ 11,562	\$ 12,072	\$ 12,054	\$ 16,518	\$ 15,015	\$ 18,087	\$ 14,388
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	<u>\$ 10,068</u>	<u>\$ 11,880</u>	<u>\$ 11,412</u>	<u>\$ 12,912</u>	<u>\$ 11,079</u>	<u>\$ 10,410</u>	<u>\$ 11,562</u>	<u>\$ 12,072</u>	<u>\$ 12,054</u>	<u>\$ 16,518</u>	<u>\$ 15,015</u>	<u>\$ 18,087</u>	<u>\$ 14,388</u>

Cumulative 12-Month Operating Income: \$ 157,389

Fiscal Year To Date (July 2018 - June 2019) Operating Income: \$ 76,062

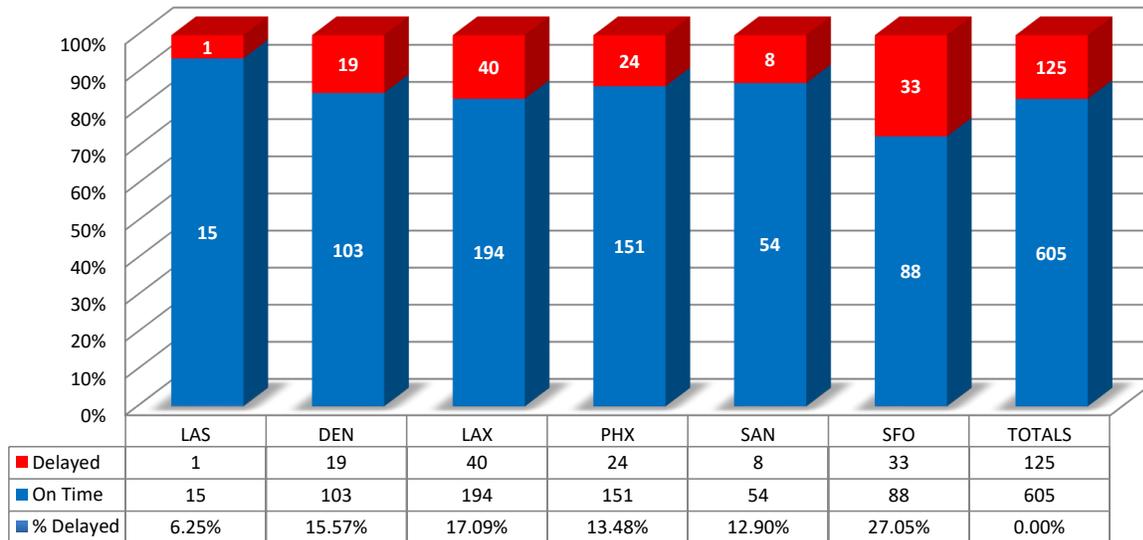
December 2018

December Commercial Flights Operated vs. Canceled



TOTAL CANCELED FLIGHTS: 4

December Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 125



Monterey Regional Airport

January 2019 Flight Schedule



		ARRIVALS					DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)		
CRJ200 (50)	LAX		5310	8:10 AM 8:35 AM	JAN 1-6 then every MON, THU, FRI	SFO		5316	6:00AM 6:20 AM	JAN 1-6 JAN 7-31 EXC JAN 21	CRJ200 (50)		
EMB175 (76)	SAN		3389	8:30 AM 9:10 AM	JAN 1-6 JAN 7-31	PHX		5827 5721	6:00 AM	JAN 1-5 JAN 6 - 31	CRJ900 (76)		
CRJ900 (76)	PHX		5905 5966	12:10 PM	DAILY	LAX		5521	6:30 AM 6:00 AM	JAN 1-7 then every MON, THU, FRI	CRJ200 (50)		
CRJ200 (50)	LAX		5337	12:35 PM	DAILY	DEN		5924	8:00 AM	DAILY	CRJ200 (50)		
CRJ200 (50)	DEN		5956	1:20 PM	DAILY	LAX		5522	9:05 AM	DAILY	CRJ200 (50)		
EMB175 (76) Or CRJ200 (50)	SFO		5201	2:00 PM	DAILY	SAN		3486	9:10 AM 9:50 AM	JAN 1-6 JAN 7-31	EMB175 (76)		
CRJ900 (76)	PHX		5839	3:35 PM	DAILY	PHX		5905	12:45 PM	DAILY	CRJ900 (76)		
A319 (156)	LAS**		1046	3:45 PM 4:10 PM	FRIDAYS MONDAYS	DEN		5882	1:05 PM	DAILY	CRJ200 (50)		
CRJ200 (50)	LAX		5623	4:15 PM	DAILY EXC JAN 29	LAX		5534	1:50 PM	DAILY	CRJ200 (50)		
CRJ900 (76)	PHX		5905	6:50 PM	TUESDAYS starting JAN 8	SFO		5984	2:30 PM	DAILY	EMB175 (76) Or CRJ200 (50)		
CRJ200 (50)	DEN		5998	9:00 PM	DAILY	PHX		5839	4:15 PM	DAILY	CRJ900 (76)		
CRJ200 (50)	LAX		5594	9:15 PM	JAN 7 - JAN 31	LAS		1045	4:35 PM 4:55 PM	FRIDAYS MONDAYS	A319 (156)		
CRJ900 (76)	PHX		5837	10:00 PM	JAN 1-7 then DAILY EXC TUESDAYS	LAX		5724	4:40 PM	DAILY EXC JAN 29	CRJ200 (50)		
CRJ200 (50)	LAX		5374	11:10 PM	JAN 1 - JAN 6	LAS**		#144 Lands JAN 2 @ 9:00 AM #145 Departs JAN 2 @ 9:45 AM			A319 (156)		
CRJ200 (50)	SFO		5850	11:20 PM	DAILY EXC JAN 20								

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

AGENDA ITEM: K
DATE: January 9, 2019

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Strategy and Development
DATE: December 31, 2018
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

Attached is the current monthly Project Report for the Planning Department with the following highlights for December 2018:

- The Environmental Assessment (EA) for the Safety Enhancement Project for Taxiway “A” Relocation and Associated Building Relocations (proposed project)
 - Staff and the consultants will complete and submit the administrative draft to the FAA for their review and comment in early January 2019.
- Runway 10L-28R Overlay and PAPI/REIL Installation Project
 - Due to a twelve/fourteen-week lead time for procurement of the electrical components of the job this project is on hold until the early spring 2019.
- Airfield Lighting and Vault upgrade project paperwork was submitted for grant close out to the SF ADO on December 6, 2018.
- Airport Capital Improvement Program (ACIP) and supporting 2019 pre-grant applications for Land Acquisition and Phase 1 Infield Pavement Rehabilitation have been submitted to the SF Airport District Office (ADO) before the required December 31, 2018 deadline.
- Maintenance staff continue to work on the airfield painting and marking updates in preparation for the Part 139 inspection that is scheduled for January 30, 2019.
- Fred Kane Drive overlay project was postponed to early 2019 and staff and Granite Construction are waiting for a clear weather window and favorable temperatures in order to reschedule this construction.

FUNDING			EXPENDITURES				STATUS				
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	12/30/2018	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2013-02	59	13-18-C-00-MRY	\$1,180,000	\$1,177,274	\$0	\$0	100%	AIRPORT MASTER PLAN	The Initial Study for CEQA compliance has been completed. Airport has filed a pre-application with the FAA for funding of a NEPA Environmental Assessment in FY 16.	The FAA closed out the grant on January 13, 2017. Now that CEQA is completed the District will capatilize the project.
2	2015-03	62	16-21-C-00-MRY	\$335,000	\$300,129	\$41,366	\$341,495	99%	AIRPORT INFIELD SAFETY AREA REHABILITATION- Part A	CEQA - A Mitigated Negative Declaration (MND) was certified. The public comment period for the Draft EA began on June 29, 2018 and closed on July 30, 2018.	FAA will publish their findings in early January 2019.
3	2016-01	64	16-21-C-00-MRY	\$1,783,654	\$1,208,262	\$173,583	\$1,381,845	80%	NEPA/PROPOSED SAFETY ENHANCEMENT PROJECTS	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	Preliminary traffic/biological/engineering analysis and engineering continues. Administrative Draft EA will be submitted to the FAA in early January 2019.
4	2016-01	64	District Only at this time.	\$756,346	\$487,274	\$239,136	\$726,410	100%	CEQA PROPOSED MASTER PLAN AND SAFETY ENHANCEMENT PROJECTS	An update was provided on January 31, 2018. The consultant team and staff continue to evaluate and prepare the draft documents.	On November 26, 2018 the Final EIR was certified and the Master Plan Project was adopted. The Notice of Determination was posted with the Monterey County on November 26, 2018.
5	2017-06	66	18-22-C-00-MRY	\$2,013,000	\$1,598,387	\$104,463	\$1,702,849	100%	REPLACEMENT AIRFIELD ELECTRICAL VAULT	Grant Agreement was executed on July 24, 2017. Kobo Utility Construction contract was executed on August 16, 2017. A Notice to Proceed has been provided to KOBO Utility Construction Corp.	Close out documents and final drawdown request were submitted to the FAA on 12/6/2018.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	12/30/2018	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2017-06	65	18-22-C-00-MRY	\$54,670	\$6,990	\$2,039	\$9,029	75%	CONDUCT DISPARITY REPORT	FAA approved the use of PTAC and staff to conduct a Disparity Report. A grant agreement was executed on September 13, 2017.	Staff has gathered the data and provided the information to PTAC for analysis.
7	2018-09	NA	18-22-C-00-MRY	\$1,785,566	\$161,222	\$25,157	\$186,379	10%	RUNWAY 10L-28R OVERLAY AND PAPI	Bid was awarded to Graniterock Construction.	Pre Construction meeting was held in October. Due to lead time for the electrical components, Graniterock has tentatively scheduled the construction for late February 2019.
8	2019-02	NA	14-09-C-00-MRY	\$67,000	\$0	\$6,894	\$6,894	45%	RSA MITIGATION YEAR 4	As the USFW approved Biologist, a contract with SWCA was executed.	SWCA/ECI continue to conduct the monthly restoration and maintenance activities. Additional manzanita plants were installed in December 2018.
9	2019-01	XX	18-22-C-00-MRY	\$4,944,345	\$0	\$0	\$0	0%	INFIELD SAFETY AREA RECONSTRUCTION PHASE 1		
OUTSIDE FUNDED PROJECTS:											
10	2019-03	N/A	N/A	\$2,128,058					WATER DISTRIBUTION SYSTEM		Reinstatement of the CFC was approved at the December 12, 2018 meeting. A professional service contract with KHA will be provided to the Board at the January 9, 2019 meeting for approval.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2019 Expenditures to Date	12/30/2018	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE DISTRICT-FUNDED PROJECTS:											
11	2018-04	N/A	N/A	\$45,000	\$21,079	\$3,375	\$24,454	75%	EAST END PROCEDURE DEVELOPMENT	A meeting was held with FAA flight procedures on August 24, 2017. A contract with LEAN Engineering is anticipated to be brought to the Board soon.	The 200' HAT for the new 10R procedure was published on November 8, 2018. LEAN and staff continue to assist WPPF providing information as necessary for the 28L Chartered Visual Approach.
12	2019-04	N/A	N/A	\$70,000	\$0	\$0	\$0	0%	PURCHASE NEW ARFF VEHICLE		Staff are still waiting to hear from SJC on an auction date for a potential vehicle.
13	2019-05	N/A	N/A	\$37,500	\$0	\$36,659	\$36,659	0%	INSIDE TERMINAL REFRESH	Hold Room carpet replacement material installation was completed on September 18, 2018.	Completed
14	2019-06	N/A	N/A	\$335,000	\$0	\$22,389	\$22,389	10%	PAVEMENT REHABILITATION FRED KANE DRIVE	Granite Construction provided the lowest estimate and the contract was approved at the November Board agenda for approval.	Currently waiting for a favorable weather window to complete the overlay work. Staff will work with Granite Construction to determine a favorable weather window in early 2019.
15	2019-07	N/A	N/A	\$32,300	\$0	\$32,294	\$32,294	100%	RV LOT 2 CONSTRUCTION	Lot construction was completed and RVs were moved over from DRO beginning on 9/30/18.	Completed