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

November 9, 2016 10:00 AM

# Board Room, 2<sup>nd</sup> Floor of the Airport 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 <a href="NOT">NOT</a> 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. CONSENT AGENDA – ACTION ITEMS

(10:15AM - 10:30AM Estimated)

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

Approve 1. Minutes of the Special Meeting of the Air Carrier Service, Marketing, and Community Relations Committee of October 4, 2016

Approve 2. Minutes of the Special Meeting of the Budget and Finance Committee of October 10, 2016

Approve 3. Minutes of the Regular Meeting of October 12, 2016

# F. DEFERRED CONSENT AGENDA - ACTION ITEMS

# G. REGULAR AGENDA – ACTION ITEMS

(10:30AM - 11:30AM Estimated)

Adopt 1. Resolution No. 1672, a Resolution Approving Submission of FY 2017-22 Airport

Capital Improvement Plan (ACIP); Approve Submittal to FAA; Authorize the

Executive Director to Execute All Supporting Documents

Presentation 2. Macias, Gini & O'Connell, LLP Fiscal Year 2016 Audited Financial Statements and

**Board Report** 

Approve 3. Extension of Audit Services Agreement with Macias, Gini & O'Connell, LLP

Presentation 4. Update on the Solar Array Analysis by OpTerra Energy Services

Adopt 5. Resolution No. 1673, A Resolution Approving a Contract with KSA Engineers, Inc. to

provide Environmental Review Support

Approve 6. Board Member Attendance at the SWAAAE 57<sup>th</sup> Annual Airport Management Short

Course, January 29 - February 1, 2016, Monterey, California

Presentation 7. Review of New Approach and Departure Procedures by Ken Griggs, Operations

Manager, Monterey Regional Airport

# H. ACCEPTANCE OF DEPARTMENT REPORTS

(11:30PM - 12:00PM Estimated)

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

#### I. BOARD COMMITTEE REPORTS

(12:00PM - 12:15PM Estimated)

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

# a. Standing Committees:

i.	Local Jurisdiction Liaison	Directors Leffel & Nelson
ii.	Budget and Finance	Directors Sabo & Leffel
iii.	Air Service, Marketing, Community Relations	Directors Miller & Nelson

#### b. Ad-Hoc Committees:

i.	Community Affairs	Directors Sabo & Leffel
ii.	Airport Property Development & Leases	Directors Nelson & Miller
iii.	Noise Mitigation	Directors Sabo & Nelson

#### c. Liaison/Representatives:

i.	Local Agency Formation Commission	Director Leffel	Alt: Searle
ii.	Regional Taxi Authority	Director Leffel	Alt: La Pier
iii.	Transportation Agency for Monterey County	Director Sabo	Alt: Nelson
iv.	Water Management District (Policy Advisory)	Director Leffel	Alt: Searle

v. Special Districts Association Liaison Director Miller

#### J. CLOSED SESSION

# K. RECONVENE TO OPEN SESSION

# L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- Letter/Resolution from the Board to Representative Denham in Support of HR 5563
- Electronic Equipment Vending Machine Information
- Presentation on Drone Activity at the Airport

# M. 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.)

# N. 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. In order 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 AIR CARRIER SERVICE – MARKETING - COMMUNITY RELATIONS COMMITTEE OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

October 4, 2016 10:00 AM, BOARD ROOM

# A. CALL TO ORDER

Director Miller called to order the Special Meeting of the Board of Directors at 10:05am. Directors Miller and Nelson, and Executive Director La Pier were present.

# B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

#### C. PUBLIC COMMENTS

None.

# D. REGULAR AGENDA – ACTION ITEMS

Review 1. Marketing, Advertising & Promotions

Review 2. Passenger Comment Cards

Passenger comment cards were reviewed with the Committee.

Review 3. Air Service Update

Executive Director La Pier provided an update to the Committee regarding his corporate headquarters meeting with United Airlines in Chicago, IL at the end of September and the meeting planned for mid-November with American Airlines in Dallas, TX.

Discussion included an update on ILS instrument approach capabilities at the airport.

Discussion 4. Schedule Next Meeting

The next meeting was scheduled for November 9, 2016 at 11:00am.

#### **E. ADJOURNMENT**

The meeting adjourned at 11:14am.

# MINUTES OF THE SPECIAL MEETING OF THE BUDGET & FINANCE COMMITTEE OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS October 10, 2016 10:00 AM, BOARD ROOM

# A. CALL TO ORDER

Director Sabo called to order the Special Meeting of the Board of Directors at 10:10am. Director Sabo and Deputy Executive Director Bergholz were present. Executive Director La Pier was in attendance via telephone. Chair Leffel was absent.

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

None.

# **C. PUBLIC COMMENTS**

None.

# D. REGULAR AGENDA – ACTION ITEMS

Presentation 1. FY 2016 MGO Audit Plan Discussion

Discussed status of the FY 2016 MGO audit of MPAD's financial statements, FAA AIP grant expenditures and Passenger Facility Charge expenditures. MGO and MPAD Finance have agreed on the final financial statement numbers and the first draft of the audit report have been submitted to MGO. MGO is on schedule to deliver final audited financial statements to the Finance Committee members in a Special Meeting on October 25, 2016 at 1:00pm.

#### Review 2. FYTD 2017 Financial Statements

August operating revenues were 4% above budget and expenses were 4% below budget creating a \$59K favorable variance. Director Sabo requested clarification on Terminal Concessions, Fuel Flow, Self-Storage Concessions and Other Revenue variances. Deputy Executive Director Bergholz discussed each of the variances and Finance will contact MHSS and inquire why Self-Storage Concessions were under budget for August.

Director Sabo wanted to know why MPAD expenses were under budget. August operating expenses were \$29K or 4% below budget. Planning and Development contributed most of the variance (\$16.4K) with delayed Architect & Engineer projects and prepayment of computer and software purchases in July.

Director Sabo requested information on MPAD's August FYTD operating revenues (3%) and expense (-9%) variances. Commercial Airlines, Rental Concessions and Fuel Flows are driving most of the favorable FYTD revenues variances as enplanements continue to be above budget. FYTD operating expenses variance are attributed to a mix of timing differences in Finance and Administration, Planning and Development and Maintenance & Custodial Services departments

Director Sabo and Deputy Executive Director Bergholz had a follow-up conversation from the September Finance Meeting regarding LAFCO's delayed invoice for FY 17 fees that was received and paid in August. The delayed invoice processing and payment was attributed to LAFCO.

# Review 3. Accounts Receivable Aged Invoice Report / Cash Position Update

Director Sabo reviewed the accounts receivable statistics from July to August and noted there was improvement but questioned the status of Allegiant Air, Salinas Yellow Taxi, US Treasury (LEO) and Xtra Air. Salinas Yellow Taxi and US Treasury (LEO) past due accounts have been paid. Allegiant Air is contesting two very old invoices and Xtra Air has been contacted.

#### Discussion 4. Benefits modifications and broker services

Director Sabo and Deputy Executive Director Bergholz reviewed a proposal to change Dental, Vision, Life AD&D and FSA benefits, enrollments dates, brokers and potentially providers. The goals are to: manage or reduce costs, synchronize the enrollment dates for all employee benefits, engage a broker that provides appropriate services and utilize providers that service the District's employees. Director Sabo agreed with the proposal.

#### Discussion 5. Capital Budget Review and Updates

Director Sabo and Deputy Executive Director Bergholz discussed current AIP grant and PFC activities that will affect the FY 17 capital budget. The AIP 64 grant was approved and AIP 61 grant amount was increased to cover reimbursements to MPAD for RSA litigation costs.

#### Discussion 6. Future Agenda Items/Finance Committee Schedule

The next meeting was scheduled for November 7, 2016 at 10:00am. In the Board of Directors Conference Room

#### **E. ADJOURNMENT**

The meeting adjourned at 12:15 pm.

# MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS BOARD ROOM, October 12, 2016 10:00 AM

# A. CALL TO ORDER/ROLL CALL

Chair Leffel called to order the Regular Meeting of the Board of Directors at 10:00am. Directors Miller, Nelson, Sabo, and Searle were present. The following District officers were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Porter and Deputy Executive Director Bergholz.

# B. PLEDGE OF ALLEGIANCE

Director Sabo led the Pledge of Allegiance.

Chair Leffel moved Public Comments up on the Agenda, before Communications / Announcements / Informational Items

# C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Sabo congratulated and thanked staff and Executive Director La Pier for the successful 75<sup>th</sup> Anniversary Community Day event, held on October 1, 2016 at the Monterey Jet Center. Executive Director La Pier thanked Director Sabo for his recognition.

1. Air Service Development Presentation by Joseph Pickering, Mead and Hunt

Joseph Pickering, Mead and Hunt, presented Item C.1.

<u>Public Comment</u>: Gary Cursio, Co-Chair of the Government Affairs Committee, Monterey County Hospitality Association, expressed that the Hospitality Association firmly believes in the importance of the Airport and the importance of continuing to bring in additional partners, routes and airlines. He does not believe there has been as much success as there should be in getting the larger employers and stakeholders on the peninsula to understand the importance of community involvement. He thinks that it is a step in the right direction that MCHA and MCCVB are going to be meeting together with Airport staff for the first time. He also explained that he works in the golf industry and wants to see more golfers arriving directly at the Monterey Regional Airport, rather than flying into SFO or SJC. He expressed again that MCHA understands the importance of expanding activity at the Airport and will continue to be involved and be as helpful as they can be, and with the MCCVB, begin to do a better job of getting the message out to the hospitality industry of the importance of the Monterey Regional Airport.

# D. PUBLIC COMMENTS

None.

#### E. CONSENT AGENDA – ACTION ITEMS

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Approve 1. Minutes of the Regular Meeting of September 14, 2016

Director Miller moved to approve Item E.1. Director Sabo seconded the motion. The motion passed unanimously.

# F. DEFERRED CONSENT AGENDA - ACTION ITEMS

# G. REGULAR AGENDA – ACTION ITEMS

Presentation 1. Report to Board by Director Miller: 2016 ACI-NA / World Annual Conference, Montreal

Directors Miller and Nelson presented Item G.1, reporting to the rest of the Board and staff on the relevant topics covered at the ACI-NA conference.

Presentation 2. Safety Enhancement Project - EA/EIR Schedule by Jim Harris, Coffman and Associates

Chris Morello, Senior Manager for Development and Environment, provided background and introduced Jim Harris, Coffman and Associates, who presented Item G.2.

# H. ACCEPTANCE OF DEPARTMENT REPORTS

# I. BOARD COMMITTEE REPORTS

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

# a. Standing Committees:

i.	Local Jurisdiction Liaison	Directors Leffel & Nelson
ii.	Budget and Finance	Directors Sabo & Leffel
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# b. Ad-Hoc Committees:

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i.	Local Agency Formation Commission	Director Leffel	Alt: Searle
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iii.	Transportation Agency for Monterey County	Director Sabo	Alt: Nelson
iv.	Water Management District (Policy Advisory)	Director Leffel	Alt: Searle

v. Special Districts Association Liaison Director Miller

#### J. CLOSED SESSION

- 1. **ANTICIPATED LITIGATION** (Government Code section 54956.9(d)(2)) the Board will meet with the Executive Director and District Counsel regarding anticipated litigation one case.
- 2. **LABOR NEGOTIATIONS** (Government Code section 54957.6) the Board will meet with the Executive Director, Deputy Executive Director of Finance and Administration and District Counsel to discuss labor negotiations for the following represented groups: All MPAD Employee Bargaining Units.

# K. RECONVENE TO OPEN SESSION

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

# L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

# M. DISCUSSION OF FUTURE AGENDAS

- Letter/Resolution from the Board to Representative Denham in Support of HR 5563
- Electronic Equipment Vending Machine Information
- Presentation on Drone Activity at the Airport
- Board Member Attendance at SWAAAE 57<sup>th</sup> Annual Airport Management Short Course

# N. ADJOURNMENT

The meeting adjourned at 2:10pm.

**AGENDA ITEM**: G-1 **DATE**: November 9, 2016

**TO:** Michael La Pier, Executive Director **FROM:** Chris Morello, Senior Planning Manager

**DATE**: November 1, 2016

SUBJ: Resolution No. 1672 - A Resolution Approving Submission of FY 2017-2022 Airport

Capital Improvement Plan (ACIP); Approve Submittal to FAA; Authorize the

Executive Director to Execute All Supporting Documents

**BACKGROUND.** The Federal Aviation Administration (FAA) requires Airport Sponsors, such as the District, to annually prepare a list of public improvements deemed necessary or desirable to be undertaken during the coming five fiscal years. This list of projects, or ACIP, typically includes eligible projects that may be funded up to 90.66% by grant monies awarded by the FAA. In order to qualify for such grant funding, the District must submit an ACIP to the FAA, together with related applications. The proposed FY 2017-2022 ACIP is primarily based upon the Master Plan project list, a recent meeting with FAA representatives, and on-going needs analysis accomplished by Staff.

**SCOPE OF WORK**. The proposed ACIP includes conceptual projects needed during the next five years and for the current Federal Fiscal Year 2017. The specific scope of work for each project is refined during the "application for funds" process, and ultimately determined during the project's design phase.

**BUDGET EFFECT.** None. Approval of the ACIP does not commit the District to the expenditure of funds. Rather, grant agreements and contract execution for construction and/or professional design services contractors establish the commitments to expend District funds. Projects included in the proposed ACIP are typically funded by a combination of FAA funds and Passenger Facility Charges (PFCs). These projects are routinely included in each budget annually adopted by the MPAD Board.

**SOURCE OF FUNDS.** FAA AIP funds and PFC monies.

**IMPACT ON REVENUES.** None.

**SCHEDULE.** Annually, the FAA requires submission of the ACIP. The ACIP proposed by Staff is being presented to the Board for approval, in anticipation of meeting the FAA deadline.

**IMPACT ON OPERATIONS.** n/a

**RECOMMENDATION.** That the Board adopts draft Resolution No. 1672 - A Resolution Approving Submission of FY 2017-2022 Airport Capital Improvement Plan (ACIP) to the FAA; Authorize the Executive Director to Execute All Supporting Documents.

#### **RESOLUTION NO. 1672**

# A RESOLUTION APPROVING SUBMISSION OF THE FY 2017-2022 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 Peninsula Airport; and

**WHEREAS**, the District has provided regular updates which 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 2017-2022 ACIP to the FAA and 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 9th day of November, 2016 by the following roll call vote:

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

Signed this 9<sup>th</sup> day of November, 2016

Mary Ann Leffel, Chairman

ATTEST

Michael La Pier Executive Director

	PROJECT DESCRIPTION	P	roject Cost	FA/	A AIP Eligible¹	Loc	cal Share AIP Match	ocal Share emaining
SHORT T	ERM PROGRAM (0-5 YEARS)		-					
2017								
1	Replacement Airfield Electrical Vault	\$	1,016,280	\$	921,359	\$	94,921	\$
2	Disparity Study	\$	317,310	\$	287,673	\$	29,637	
2017	TOTALS	\$	1,333,590	\$	1,209,033	\$	124,557	\$
2018								
3	Infield Safety Area Rehabilitation Part A	\$	3,901,680	\$	3,537,263	\$	364,417	\$
4	South Side Land Acquisition (5.5 acres)	\$	7,000,000	\$	6,346,200	\$	653,800	\$
2018	TOTALS	\$	10,901,680	\$	9,883,463	\$	1,018,217	\$
2019								
5	Infield Safety Area Rehabilitation Part B	\$	3,203,650	\$	2,904,429	\$	299,221	
6	Terminal Complex - Design (Aprons & Taxiways)	\$	852,000	\$	772,423	\$	79,577	\$
7	North Side GA - Design	\$	1,675,100	\$	1,518,646	\$	156,454	\$
8	South Side Frontage Road Design and Construction	\$	5,000,000	\$	2,000,000	\$	467,000	\$ 2,533,000
2019	TOTALS	\$	10,730,750	\$	7,195,498	\$	1,002,252	\$ 2,533,000
2020								
9	North Side GA - Construction (Phase 1-Pavement/Site Prep) <sup>2</sup>	\$	17,871,000	\$	16,201,849	\$	1,669,151	\$
10	Runway 10L-28R Overlay and Improvements (PAPI, Twy K, L)	\$	2,100,000	\$	1,903,860	\$	196,140	\$
2020	TOTALS	\$	19,971,000	\$	18,105,709	\$	1,865,291	\$
2021								
11	ARFF Building - Design	\$	960,000	\$	870,336	\$	89,664	
12	Terminal Complex - Design (Parking Structure)	\$	1,296,000	\$	-	\$	-	\$ 1,296,000
13	Terminal Complex - Design (Terminal Building)	\$	6,000,000	\$	3,000,000	\$	280,200	\$ 2,719,800
14	Terminal Complex - Design (Roads & Surface Parking)	\$	2,647,000	\$	1,222,000	\$	114,135	\$ 1,310,86
2021	TOTALS	\$	10,903,000	\$	5,092,336	\$	483,999	\$ 5,326,66
2022								
15	Terminal Complex - Construction (Aprons & Taxiways)	\$	9,088,000	\$	8,239,181	\$	848,819	
16	ARFF Building - Demo and Temporary ARFF Structure	\$	900,000	\$	815,940	\$	84,060	\$
2022	TOTALS	\$	9,988,000	\$	9,055,121	\$		\$

**AGENDA ITEM:** G-2 **DATE:** November 9, 2016

**TO:** Board of Directors, Monterey Peninsula Airport District

FROM: Michael La Pier, Executive Director

**SUBJ:** Accept "Annual Financial and Compliance Report for the Year Ended June 30, 2016",

as audited by Macias Gini & O'Connell LLP, Certified Public Accountants

**BACKGROUND.** Macias Gini & O'Connell LLP, Certified Public Accountants (MGO), per contractual arrangement and in accordance with Generally Accepted Auditing Standards (GAAS), conducted a full audit of the District's regulatory compliance and financial reporting for Fiscal Year 2016 (July 1, 2015 – June 30, 2016) and has prepared the audited financial statement report. Staff reviewed the work of the auditors and prepared the Management Discussion and Analysis (MD&A) that appears as pages 3 – 18 in the audited financial statements.

**STAFF ANALYSIS.** In the "Opinion" paragraph on page 1, MGO opines that the financial statements present fairly, in all material respects and in compliance with generally accepted accounting principles (GAAP), the financial position of the District at June 30, 2016. MGO has issued an "unmodified" auditors report (p. 61) for federal awards, indicating it provides its opinion without any modifications/qualifications. An unmodified report is the strongest auditing opinion that a CPA firm can render. Additionally, in the "Opinion" paragraph on page 65, MGO reports that the District has complied with all requirements of the passenger facility charge program.

The Finance Committee met with Mr. Eugene Ma, Audit Partner, MGO on October 10, 2016, reviewed the draft final audited report, and recommend the Board accept the final audit report. The audited financial statements are provided for formal acceptance by the Board of Directors.

**SOURCE OF FUNDS.** Not Applicable

**IMPACT ON REVENUES.** Not Applicable

**IMPACT ON OPERATIONS.** Not Applicable

**CONTINGENCY.** Not Applicable

**RECOMMENDATION.** By motion, accept the Annual Financial and Compliance Report for the Year Ended June 30, 2016, prepared by Macias Gini & O'Connell LLP, Certified Public Accountants.

The FY 2016 Audited Financials will be available on the Audited Financial Reports page of the Monterey Regional Airport website (link below) on November 9, 2016.

http://www.montereyairport.com/2013-08-28-17-48-21/reports-documents/audited-financial-reports

**AGENDA ITEM:** G-3 **DATE:** November 9, 2016

**TO:** Michael La Pier, A.A.E., Executive Director

**FROM:** Tim Bergholz, Deputy Executive Director Finance and Administration

**SUBJECT:** Request approval for executive management to execute a two-year extension of

the Macias, Gini and O'Connell audit services contract.

**BACKGROUND.** May 14, 2014 the Monterey Peninsula Airport Board of Directors approved a three-year contract with Macias Gini & O'Connell, LLP (MGO) for audit services. MGO completed its third audit of the District on November 1, 2016 and delivered its reports to the executive staff on time and within budget.

**STAFF ANALYSIS.** The District has experienced significant changes in its executive and general staff over the last 18 months. Even with these staff changes, the District earned an unqualified financial statement audit opinion and confirmed compliance with both Major Federal Programs and Passenger Facility Charge procedures and internal controls.

The District staff is also working hard to develop new revenues sources, upgrading the current infrastructure, updating internal processes and refining/updating current financial and operating policies.

To meet our fiscal year 2017 goals, the staff must remain focused and balance the work load. Extending MGO's contract will allow executive management and staff to focus on critical goals instead of soliciting and evaluating new audit service providers. Counsel has also advised executive management that a two-year extension of the MGO's audit services contract is allowable under current governmental guidelines.

MGO is offering a proposed fee of \$43,950 for FY17 and \$46,200 for FY18, which represents an annual increase of 5% from our FY16 base fee of \$41,870. This 5% increase will effectively capture the 3rd meeting/presentation that was not initially factored into in the prior contract. The District is paying MGO an additional \$1,600 for the November 9, 2016 presentation to the BOD.

**FISCAL IMPACT.** Net 2 percent cost increase for fiscal years 2017 and 2018, with continued stability and efficiency of the audit partner and team.

**RECOMMENDATION.** Authorize executive staff to execute the Letter of Agreement with MGO and secure a 2-year extension for audit services for fiscal years 2017 and 2018.

ATTACHMENT(S). MGO offer email.

# **Tim Bergholz**

Subject:

FW: MPAD FS & Management Letter Drafts

From: Eugene Ma [mailto:ema@mgocpa.com] Sent: Thursday, November 03, 2016 8:42 AM

To: Tim Bergholz <tbergholz@montereyairport.com>
Cc: Michael La Pier <mike@montereyairport.com>
Subject: RE: MPAD FS & Management Letter Drafts

Tim --

As discussed over the phone, my proposed FY17 fee will be \$43,950 and FY18 will be \$46,200 which approximates an annual increase of 5% from our FY16 base fee of \$41,870. These 5% will effectively capture the 3<sup>rd</sup> meeting/presentation that was not initially factored into in the prior contract.

# EUGENE MA, CPA PARTNER

925.395.2810 ema@mgocpa.com mgocpa.com

From: Tim Bergholz [mailto:tbergholz@montereyairport.com]

Sent: Tuesday, November 01, 2016 3:07 PM

To: Eugene Ma <ema@mgocpa.com>

Cc: Michael La Pier < mike@montereyairport.com > Subject: RE: MPAD FS & Management Letter Drafts

Eugene,

Just spoke with Mike and the only items he needs for the BOD agenda is the estimated audit fees for FY 17 and FY18. If he could get those numbers by Thursday morning or 12:00 noon at the latest.

Sorry for the push!

Best---

## Tim Bergholz

Deputy Executive Director Finance and Administration Monterey Peninsula Airport District 200 Fred Kane Drive, Suite 200 Monterey, CA 93940 831-648-7000 Ex 201 tbergholz@montereyairport.com

AGENDA ITEM: G-5
DATE: November 9, 2016

TO: Michael La Pier, Executive Director

FROM: Chris Morello, Planning & Development

SUBJ: Resolution No. 1673, Authorizing and Approving a Professional Services Agreement with

KSA Engineers, Inc. for Environmental Support Services

#### BACKGROUND.

The District follows a sick leave policy in accordance with federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), AB 1522 (Healthy Workplaces, Healthy Families Act 2014), Pregnancy Disability Leave, and Kin Care.

The Planning and Development Department has one employee that will be on leave per the above policy, beginning on November 7, 2016 until anticipated return of April 1, 2017.

During this time period the Airport will need to complete environmental review on potential projects. A sample of current potential projects that need CEQA review are:

- Skypark Self Storage Facility
- Potential Solar Array
- Infield Rehabilitation Project

#### STAFF ANALYSIS.

KSA Planners will serve as an extension of airport staff to provide assistance with environmental reports, environmental documentation, and preparing environmental materials for ongoing projects. This proposed agreement will provide assistance on a time and materials basis for Environmental review of Airport projects during the period November 14, 2016 through approximately April 1, 2017 for a not-to-exceed amount of \$65,000.00.

#### FISCAL IMPACT.

A portion of the cost will be absorbed in the Planning and Developments budget by reduced salary costs during this time period. Some costs might be eligible for AIP reimbursement and still other costs would be included in the Tenant Construction and Improvement Plan review fees.

#### RECOMMENDATION.

Adopt Resolution No. 1673, authorizing and approving a professional services agreement with KHA Engineers, Inc. for Environmental Support Services.

## **ATTACHMENT.** Resolution 1673

#### **RESOLUTION NO. 1673**

# A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KSA ENGINEERS INC. FOR ENVIRONMENTAL SUPPORT SERVICES

WHEREAS, The Board of Directors of the Monterey Peninsula Airport District (MPAD) adopted the FY 17 Budget on June 8, 2016, including the Planning and Development Department budget; and

WHEREAS, The District follows a sick leave policy in accordance with federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), AB 1522 (Healthy Workplaces, Healthy Families Act 2014), Pregnancy Disability Leave, and Kin Care; and

**WHEREAS,** The Planning and Development Department has one employee that will be on leave per the above policy, beginning on November 7, 2016 until approximately April 1, 2017; and

**WHEREAS**, The proposed agreement will provide assistance on a time and materials basis for Environmental review of Airport projects during the period November 14, 2016 through anticipated completion of April 1, 2017 for a not-to-exceed amount of \$65,000.00.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of KSA Engineers, Inc. to assist with the Environmental Support Services at the Monterey Regional Airport, and authorizing the Executive Director, or his designee, to execute said contract.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 9th day of November 2016, by the following roll call vote:

	AYES:	DIRECTORS:	
	NOES:	DIRECTORS:	
	ABSTAIN:	DIRECTORS:	
	ABSENT:	DIRECTORS:	
			Signed this 9th day of November 2016
ATTE	ST		Mary Ann Leffel, Chair
Micha	el La Pier, AA	 E	

# MONTEREY REGIONAL AIRPORT PROFESSIONAL SERVICES AGREEMENT WITH KSA ENGINEERS, INC. TO PROVIDE ENVIRONMENTAL REVIEW SUPPORT

This Agreement for Professional Services ("Agreement") is made and entered into effective this \_\_\_th day of \_\_\_\_, 2016, by and between the Monterey Peninsula Airport District, a California special district ("District"), for the Monterey Regional Airport (Airport) and KSA Engineers, Inc. ("Consultant").

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

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

NOW, THEREFORE, Consultant and District agree as follows:

#### 1. Scope of Service.

KSA staff planners will serve as an extension of Airport staff to provide assistance with environmental reports, environmental documentation, and preparing environmental materials for ongoing projects. This proposed agreement will provide assistance on a time and materials basis for Environmental review of Airport projects during the period November 14, 2016 through anticipated completion of April 1, 2017.

# 2. <u>Completion Schedule.</u>

Consultant shall provide environmental support for the period November 14, 2016 through anticipated completion of April 1, 2017.

# 3. <u>Compensation.</u>

District hereby agrees to pay Consultant for services rendered to District pursuant to this Agreement in an amount not to exceed \$65,000.00. Consultant's Standard Hourly Rates are attaches as Appendix 1.

The Consultant shall be paid for authorized and satisfactorily completed services on a time and material fee basis.

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) total invoice costs; and
- (d) 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 4 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 thirty days (30) 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 thirty (30) days after a correct and complying invoice has been submitted by Consultant.

# 4. <u>Additional Services.</u>

It is understood by District and Consultant that it may be necessary to perform or secure the performance of consulting and other related services. 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's Standard Hourly Rates are attaches as Appendix 1. Consultant shall not proceed to perform any such additional service until Consultant, has been given District's written authorization to perform said services.

Written approval for performance and compensation for additional services shown in Appendix 1 may be granted by the District's Executive Director.

#### 5. 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. Craig Phipps, P.E., 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 District's Executive Director.

# 6. 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, Manager, Planning & Development, shall act as District's representatives 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.

# 7. 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.

#### 8. 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 shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

Indemnification by District: To the fullest extent permitted by law, District shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Sub Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the

Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of District or District's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the District with respect to this Agreement or to the Project.

#### 9. Insurance.

- 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:

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

Workers Compensation ...... Full Liability Coverage

Consultant shall not disclaim responsibility or avoid than \$ 75,000 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.)

deductible)

- 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.
- 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.
- All insurance companies affording coverage shall provide not less than thirty days written notice by certified or registered mail to District should any policy be cancelled or reduced in coverage before the expiration date. For the purposes of this notice requirement,

any material change prior to expiration shall be considered cancellation. A statement on the insurance certificate to the effect that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of this subsection. Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

- (f) Consultant, and any subconsultants, shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to District's Risk Manager, concurrently with the submittal of this Agreement. Each insurance certificate shall also state the unpaid limits of the policy.
- (g) Consultant, and any subconsultants, shall provide a substitute certificate of insurance no later than thirty days prior to the expiration date of any required policy. Failure by Consultant and/or subconsultants to provide such a substitution and extend the policy expiration date shall be considered a default by Consultant.
- (h) Maintenance of insurance by Consultant as specified in this Agreement shall in no way be interpreted as relieving Consultant of any responsibility whatsoever and Consultant may carry, at Consultant's own expense, such additional insurance as Consultant may deem necessary or desirable.

# 10. 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 lease 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.

#### 11. Assignment.

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

#### 12. Compliance with Laws, Rules, and Regulations.

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

# 13. 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.

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KSA ENGINEERS, INC. Environmental Review Support

# 14. <u>Appendices Incorporated.</u>

All appendices referred to in this Agreement are hereby incorporated in it by this reference.

# 15. 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.

#### 16. 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.

# 17. 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.

# 18. 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.

# 19. <u>Notice to Proceed; Progress; Completion.</u>

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.

#### 20. 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.

#### 21. <u>Subcontractors.</u>

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

# 22 <u>Termination.</u>

For cause, by either party upon 30 days written notice

(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 preformed up to the date of termination based upon hourly rates shown in Appendix 1, except that in the event of Page **7** of **10** 

KSA ENGINEERS, INC. Environmental Review Support

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;, 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.

#### 23. 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 that 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.

#### 24. Notices.

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

Chris Morello, Planning & Development Department 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:

Mitchell L. Fortner., President KSA Engineers, Inc. 140 East Tyler Street Suite #600 Longview, TX 75601

- (c) The execution of any such notices by the District shall be effective as to Consultant as if it were by resolution or order of District's Board of Directors.
- (d) All such notices shall either be delivered personally, or shall be deposited in the United States mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

# 25. 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.

# 26. 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.

# 27. <u>Headings.</u>

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.

# 28. <u>Multiple Copies of Agreement.</u>

**Executive Director** 

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

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on

President

the date first above written.

MONTEREY REGIONAL AIRPORT:

CONSULTANT:

Michael La Pier, AAE

Mitchell L. Fortner

Page **10** of **10** KSA ENGINEERS, INC. Environmental Review Support

# **Appendix 1**

# Reimbursable Expenses Schedule

Current agreements for services stipulate that the Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates for reimbursable expenses effective on the date of this Agreement are:

Managing Aviation Planner	\$225.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$160.00/hour
Project Assistant	\$ 70.00/hour
Mileage	\$ 0.58/mile

Reimbursable Expenses (Air Travel, Lodging,

Copies, Printing) Actual Cost

Outside Consultants Cost + 15%

<sup>\*</sup>Rates will be adjusted on an annual basis.

**AGENDA ITEM:** G-6 **DATE:** November 9, 2016

# SWAAAE's 57th Annual Airport Management Short Course

Monterey, California January 29, 2017 - February 1, 2017



We hope to see you all at SWAAAE's 57th Annual Airport Management Short Course, January 29 to February 1, 2017. Our theme this year is:

# SWAAAE University: Monterey Campus 2017 "Strengthen Your Foundation Through Knowledge and Connections"

In addition to enjoying Monterey on your own, the conference committee has put together an exciting social program. This includes a welcome reception, evening events and the Bruce Loev Pool Tournament, as well as the Past-President's golf outing held at <a href="Bayonet and Black Horse Gold Course">Black Horse Gold Course</a>.

Monterey is the setting for Cannery Row, a historical and luxurious location on California's Central Coast. Home to unique restaurants, shopping and the world famous Monterey Bay Aquarium, there is something for everyone.

We are pleased to offer an educational and informative program this year and hope this year's conference will challenge and interest you. We know you will leave this conference with new tools for dealing with your aviation issues.

**AGENDA ITEM:** H

**DATE:** November 9, 2016

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

#### **DEPARTMENT REPORTS**

Michael La Pier, Executive Director
Air Service Development Report

Ken Griggs, Operations Manager Operations Report

> Jeff Hoyne, Police Chief Police Activity Report

Monterey Fire Department

Monthly Report

Tim Bergholz, Deputy Executive Director - Finance & Administration
Financial Summary

Chris Morello, Planning Manager / Grants Administration
P & D Monthly Project Report

**AGENDA ITEM**: H

DATE: November 9, 2016

TO: Air Service Committee

FROM: Michael La Pier, A.A.E., Executive Director

DATE: November 3, 2016

SUBJ: Air Service Development Report

# **Marketing, Advertising & Promotions**

# Advertising:

• <u>Billboard</u>: On Hwy 101, 2 miles north of Prunedale. The Alaska Airlines creative is installed.

- Advertising and Marketing: Google Ad Works targeting and re-targeting campaign being built to support San Francisco service and American Airlines meeting follow-up.
- <u>Economic Impact Video:</u> The video continues to be a positive part of our website and our YouTube presence. In the past month we have had nearly 200 new views of the video on these outlets.

# Air Carrier Update:

- AS SAN and LAX service continues once a day.
- G4 (Allegiant) LAS service continues Thursdays and Sundays. They will be adding an additional round trip frequency during the week of Thanksgiving.
- AA PHX service continues four times a day for the majority of the month, with three of the turns operated by CRJ900s.
- UA SFO SFO service continues twice a day. All flights are now being operated using a CRJ700 aircraft with two class configuration. The LAX service continues at four times daily.

#### **Air Service Development**

- Preparations are underway for a meeting with American Airlines in Dallas on November 15, 2016. For the first time, Monterey County Convention and Visitors Bureau will be attending this meeting in support of our efforts.
- After the presentation by Joseph Pickering at the last Board meeting, several meetings were held in support of the idea of formation of a community air service task force. Pleased to report we have commitments from MCCVB, MCHA, Monterey Bay Economic Partnership and

Monterey County Business Council. We continue to work closely with key representatives of the Agriculture industry to gain their support and have a meeting scheduled with members of the Board of the Growers and Shippers Association in the near future.

A teleconference with Alaska Airlines is being scheduled for early November followed by a
headquarters meeting in February or March. The focus of the teleconference will be retention
and extension of the SCASDP grant and its application during the first quarter of 2017.
Discussions are currently underway with SkyWest regarding a strong letter of support from
them as well.

# **Public Relations**:

- <u>Social Media/Facebook</u>: Continue to get mostly positive feedback on our Facebook page and through our website inquiry section.
- <u>Santa Cruz Chamber of Commerce</u>: As members of the Santa Cruz Chamber of Commerce we are co-hosting a social event with the Chaminade Resort and Spa on Wednesday November 16, 2016 from 5pm to 7pm. Many of the business leaders in the Santa Cruz community attend this annual event. The event will be held at the Resort.

# **Customer Service**:

• Customer Comment Cards: see October responses attached.

Tone	Date	Time	A/D/G	Airline	Flt #	Comments	Name	City & State
N	10/02/16	10:00	D	UA	-	Gate 5 area, cannot understand announcements - accoustics are horrible	F.S.	Salinas, CA
Р	10/04/16	7:00	D	UA	5052	I love the art gallery upstairs. A wonderful way to parr the time. Well done!	B.L.	San Anselmo, CA
Р	10/05/16	10:50	A/D	AA	5982	Very pleasant experience. Everyone friendly and helpful. I love this less stressful airport.	M.D.	St.Clairsville, OH
С	10/10/16	17:05	G	AK	2603	I am an APS employee at MRY airport. Gate 4, the empty section w/ no seats should be reserved for WCHR parrengers and people flying with them!! Because then its hard to find a place for passenger in the wheelchair. Life would be so much easier if that was a wheelchair section! Place passenger in that section and the people flying w/ them have a seat to sit as well.	A.L.	-
N	10/11/16	-	-	-	-	Your departure gate floor rugs are FILTHY.	-	-
С	10/13/16	-	D	-	-	Wanted to have snack with family before flightwhere is snack bar?!	-	-
С	10/13/16	13:18	Α	UA	-	Very tidy, bad music playing though	-	-
N	10/13/16	-	-	G4	541	There are no chairs for customer to sit near departure area. It's also too cold in building.	R.Q.	Marina, CA
N	10/13/16	7:30	D	G4	541	Where are the chairs?? We're supposed to arrive at airport 2 hrs prior to departures, so where do we sit? And why is it so cold in this airport? Hope to receive answers to my questions. We are waiting for that ticket desk to open and because I have hip problems I cannot stand for long periods of time. Chairs would be very helpful. I have resorted to sitting in a wheelchair available.	V.Q.	Marina, CA
N	10/16/16	4:30	D	UA	5316	I am a local and the carpet all over is disgusting! Surely Monterey can afford to replace it! And the floor is crumbling in the café!	L.L.	Pacific Grove, CA
N	10/17/16	-	-	-		There are approx 34 chairs in the downstairs lobby and none at the main lobby. Why? Please put some chairs so passengers can sit down prior to going through security. Thank you!	-	-
Р	10/22/16	11:15	D	AA	5907	Security officers are pleasant and helpful. Other airports could learn from this.	R.R.	Australia
С	10/24/16	5:00	D	UA	-	Friendly staff @ check-in and security. Only problem is that the café after security was supposed to be open @ 4:30am according to website and sign on gate. I would have liked breakfast before my journey.	-	-
Р	10/25/16	11:00	Α	AK		MRY airport very calm, quiet, organized, friendly, and pleasant. I love to fly in and out of MRY.	R.J.	Salinas, CA
Р	10/27/16	10:00	D	AK	2437	Though our tickets clearly state "WHEELCHAIR", airport was not prepared. However, your able ground employees stepped up to the plate to help us very quickly, courteously and efficiently. Their continued care up to departure was exempleary.	P.H.	San Diego, CA

Tone	Date	Time	A/D/G	Airline	Flt #	Comments	Name	City & State
Р	10/29/16	10:30	D	UA	-	Pleasant, efficient	S.L.	Canada
Р	-	8:30	Α	UA	5021	Very nice to have 30 min. free parking	D.P.	Bay St. Louis, MI
N	-	-	-	-	-	No chairs to sit!	-	-
С	-	-	-	-	_	Please put some chairs back in baggage claim. There are only 4 and people like me cannot stand.	-	-
N	-	-	-	-	-	Baggage claim is always ridiculously slow!	-	-
С	-	-	-	-	-	More outlets under the seats please!	=	-

**AGENDA ITEM**: H

DATE: November 9, 2016

TO: Michael La Pier, Executive Director

FROM: Operations Manager Griggs

**DATE:** November 2, 2016 **SUBJ:** Operations Report

The following is a summary of activity in the Operations Department for October and planned airline activities for November 2016.

- 1. Operations assisted with the 75<sup>th</sup> anniversary community day event. MPAD staff, Monterey Jet Center staff, Chris Chidlaw and event organizer Nicki Pasculli contributed to the efforts to make this event a great success.
- 2. Met with regional representatives from Allegiant Air to assist with their operational performance metrics. Allegiant is exploring options to deplane and emplane their passengers more efficiently to reduce aircraft turnaround time.
- 3. Operations and Maintenance staff attended a training session for the new airfield sweeper.
- 4. The October Noise Comment Report is attached.
- 5. The Operating and Expense Reports for the Taxi Open-Entry and TNC Ground Transportation systems are attached.
- 6. The Commercial Flight Cancellations & Delays Report for October is attached.
- 7. Attached is the Commercial Flight Schedule for November 2016.
- 8. Below is the summary of scheduled airline activity for November 2016:

#### Alaska Air flown by Horizon

- Continuing to operate one daily departure to San Diego and Los Angeles (except Saturdays).
   Will add two additional San Diego flights to book end the long Thanksgiving holiday weekend.
- Scheduled to operate a total of 108 flights (Arrivals and Departures)

# Allegiant Air

- Continues service twice a week on Thursdays and Sundays and will operate one additional flight during Thanksgiving week
- Scheduled to operate a total of 20 flights (Arrivals and Departures)

#### United flown by SkyWest

- Four daily LAX departures continue (three on Saturdays)
- Two daily SFO departures continue with one operated by a CRJ700 aircraft
- Some schedule reductions around Thanksgiving
- Scheduled to operate a total of 346 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

- Service to PHX continues with four daily departures using one CRJ900, two CRJ700 and one CRJ200 aircraft
- Scheduled to operate a total of 230 flights (Arrivals and Departures)
- Some schedule reductions around Thanksgiving

Cumulatively speaking, the airlines have scheduled 37 more flights (704 vs. 667) as compared to last October. This has been attributed to the one additional daily flight to PHX (American).

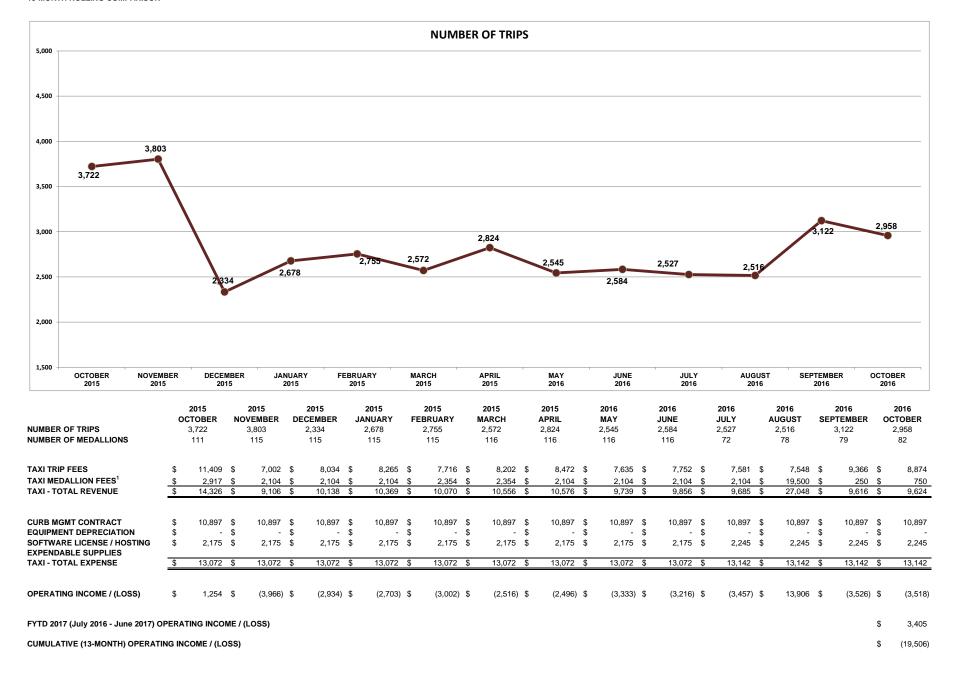
# MRY AIRPORT NOISE COMMENT LOG OCTOBER 2016

	Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	of Flight	Comments	Ву	Action Taken	Notes
				AIR OP	<b>ERATIONS</b>	CENTERE	D AT MONTEREY AIRPORT		•	
1	Cathleen Wright	Pacific Grove	10/6/2016	9:30 AM	MD-80	Arriving RWY 10R	Caller upset of a low flying aircraft directly overhead and the general increase of traffic over time leading to anxiety health concerns	KG	Caller did not leave contact information	
2	Stewart Brown	Seaside	10/10/2016	10:35 AM	Helicopter	Orbiting	So much noise with a helicopter that keeps flying in circles above my house	KG	Caller notified of CHP aerial support for law enforcement activity in the area.	
3	Barbara Lovero	Pasadera	10/3-10/5, 10/9- 10/12, 10/18- 23, 10/27-30	Multiple	Multiple	Landing RWY 28L	Ongoing concerns regarding changes to RWY 28L RNAV approaches.	KG	Documented	Ops has corresponded at length with complainant regarding these issues.
4	Rolf Langland	Del Rey Oaks	Almost every day	9AM-5PM	Small white SE	north pattern	Repeated patterns over DRO for long periods	NG	Advised complanant to provide info on specific operation to gain further insight	Complainant will file new form with specifics when next observed & Ops will monitor for voluntary procedure compliance
5	Elizabeth Todd	New Monterey	10/12/2016	9:42 AM	F-18	RWY 28L Approach	Low flying and loud jet over my house	KG		
6	William McCrone	Pasadera	10/18/2016	9:42 AM	F-18	RWY 28L Approach	Appears to be a military aircraft over the homes on Belladera Court at approximately 300 ft.	NG		
7	Cathleen Wright	Pacific Grove	10/18/2016	9:42 AM	F-18	RWY 28L Approach	Loud scary and overwhelming. Extremely noisy and makes me very uncomfortable.	NG	Tower advised a F-18	
8	Susan C Bacigalupi	San Benancio	10/18/2016	9:42 AM	F-18	RWY 28L Approach	Mlitary jet flew over house towards airport very low elevation and incredible noise. This is the 2nd time in about 2 months.	NG	requested a GPS practice approach. No information available as to where the	
9	Esther	Pasadera	10/18/2016	9:42 AM	F-18	RWY 28L Approach	This plane was so loud, it shook everything in my house. Airport should notify homeowners in advance before this type of military operation.	KG	fighter originated from or its ultimate destination.	Caller was unsatisfied with the explanation that the airport cannot provide advance notifications.
10	Mike Weaver	Corral De Tierra	10/18/2016	9:42 AM	F-18	RWY 28L Approach	Military jet flew low and very loud over the Corral de Tierra/San Benancio Canyon. After burner on? It shook the windows.	NG		Unable to provide info about use of afterburner.
11	Cris Staedler	Pasadera	10/18/2016	7:18 PM	F-18	RWY 28L Approach	Loud jet shook the house. Return the previous approach procedures!	KG	Tower advised a F-18	
12	Andre Planchon	Pasadera	10/18/2016	7:18 PM	F-18	RWY 28L Approach	Loud aircraft flying low	KG	requested a GPS practice approach. This F-18 was	
13	Cindy Hickey	Del Rey Oaks	10/18/2016	7:18 PM	F-18	RWY 28L Approach	Very loud airplane	KG	headed to China Lake	
14	Gary Bales	Pacific Grove	10/18/2016	7:18 PM	F-18	RWY 28L Approach	Loud plane shook my house	KG	N.A.S.	
15	Carmelita Garcia	Pacific Grove	10/18/2016	9:42 AM & 7:18 PM	F-18	RWY 28L Approach	Loud military jets today, it upset my dog	KG	Both operations described	
16	Melinda Lofgren	Corral De Tierra	10/18/2016	9:42 AM & 7:18 PM	F-18	RWY 28L Approach	Extremely loud airplanes on both occasions scared us and our pets.	KG	above	

17	Cindy Hickey	Del Rey Oaks	Often	Outside of Curfew Hours	All	Departures & Arrivals	Why are there regularly scheduled flights leaving the airport at 6:25am when the curfew/quiet hours last until 7am?	KG	Explained to Ms. Hickey that preemptive federal law prevents the airport to restrict hours of operations.	Ms. Hickey claims visiting pilots respect the curfew but our local airport does not.			
18	Lauren Kaplan	Pasadera	10/27/2016	2:43 pm	private jet	RWY 28L Approach	Low over our house. We expect that these issues will begin to improve in January, so we are not filing reports for all noise events. No reply needed.		Documented	Ops has corresponded at length with complainant regarding these issues.			
-	AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT												
<u> </u>	1		T	AIR OPERA	ATTOMS OF	CIGINATI	NG FROM ANOTHER AIRPOR						
1													
2													
				A	IR OPERA	TIONS OF	UNKNOWN ORIGIN						
1													
2													
					MONTHLY	TOTALS a	nd COMPARISONS						

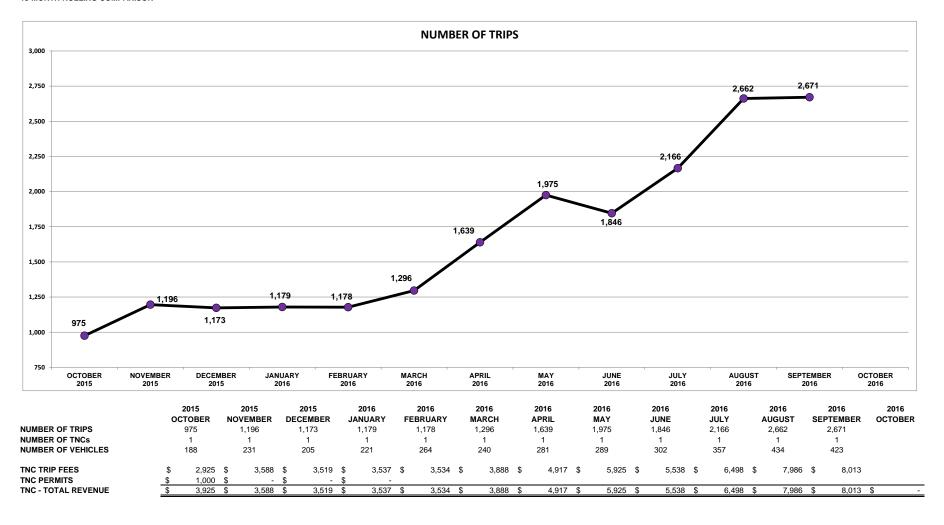
	October-16	October-15	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	18	19	-5%	0	0
Number of Operations:	6,691	6,374	5%		
			% Change		
Annual Total	138	103	34%	0	0

#### 13-MONTH ROLLING COMPARISON

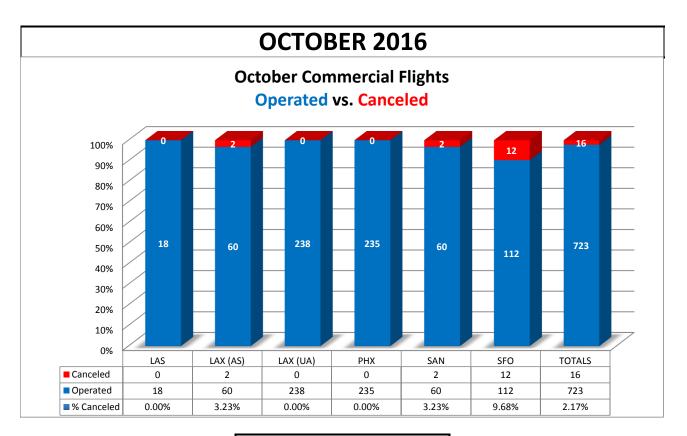


Taxi Statistics 13 Month Taxi

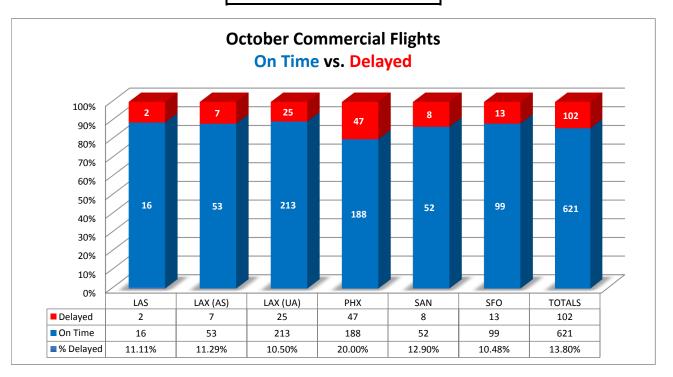
#### 13-MONTH ROLLING COMPARISON



TNC Statistics 13 Month TNC



TOTAL CANCELED FLIGHTS: 1



TOTAL DELAYED FLIGHTS:

102

# Monterey Regional Airport November 2016 Flight Schedule

			ARRIV	ALS		DEPARTURES						
	FROM	AIRLINE	FLIGHT	TIME	SCHD	то	AIRLINE	FLIGHT	TIME	SCHD		
MD80 (166)	LAS	allegiant	540	9:45 AM 4:15 PM 10:00 AM 2:10 PM	11/3,11/6,11/10, 11/13,11/17,11/27 11/20 11/23 11/25	SFO	UNITED	5316	6:00 AM	DAILY	CRJ200 (50)	
CRJ200 (50)	LAX	UNITED	5018	10:34 AM	DAILY	РНХ	American Airlines 🔪	3011	6:00 AM	DAILY	CRJ700 (66)	
Q400 (76)	LAX	Alaşka	2604	11:00 AM 2:38 PM	NOV 1-5 NOV 6-30 EXC SA	LAX	UNITED	5052	6:25 AM	DAILY	CRJ200 (50)	
CRJ200 (50)	SFO	UNITED	5829	11:00 AM	DAILY	LAS	allegiant	541	10:35 AM 5:00 PM 10:45 AM 2:55 PM	11/3,11/6,11/10, 11/13,11/17,11/27 11/20 11/23 11/25	MD80 (166)	
CRJ900 (76)	РНХ	American Airlines 🔪	5896	11:50 AM	DAILY	LAX	UNITED	5053	11:05 AM	DAILY	CRJ200 (50)	
CRJ200 (50)	LAX	UNITED	5166	2:00 PM	DAILY	SAN	Alaşka	2437	11:30 AM 8:00 AM	NOV 1-5 NOV 6-30	Q400 (76)	
CRJ700 (66)	РНХ	American Airlines 🔪	3108	3:49 PM	DAILY EXC NOV 24	SFO	UNITED	5188	11:30 AM	DAILY	CRJ200 (50)	
Q400 (76)	SAN	Alaşka	2076	4:02 PM	NOV 23 & 27 ONLY	РНХ	American Airlines 🔪	5907	12:20 PM	DAILY EXC NOV 24	CRJ900 (76)	
CRJ200 (50)	LAX	UNITED	5037	5:20 PM	DAILY EXC SAT & 11/24-11/26	LAX	UNITED	5139	2:30 PM	DAILY EXC NOV 24	CRJ200 (50)	
Q400 (76)	SAN	Alaşka	2436	5:20 PM 8:02 PM	NOV 1-5 NOV 6-30	РНХ	American Airlines 🔪	3104	4:15 PM	DAILY EXC NOV 24, 25	CRJ700 (66)	
CRJ200 (50)	РНХ	American Airlines 🔪	3073	6:45 PM	DAILY EXC NOV 24, 25	SAN	Alaşka	2077	4:40 PM	NOV 23 & 27 ONLY	Q400 (76)	
CRJ200 (50)	LAX	UNITED	5021	8:50 PM	DAILY EXC NOV 24	LAX	UNITED	5054	5:55 PM	DAILY EXC SAT & 11/24-11/26	CRJ200 (50)	
CRJ700 (66)	РНХ	American Airlines 🔪	3107	10:06 PM	DAILY EXC NOV 24, 25	LAX	Alaşka	2603	5:55 PM 3:10 PM	NOV 1-4 NOV 6-30 EXC SA	Q400 (76)	
CRJ200 (50)	SFO	UNITED	5850	11:30 PM	DAILY	РНХ	American Airlines 🔪	3073	7:15 PM	DAILY EXC NOV 23, 24, 25	CRJ200 (50)	

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

**AGENDA ITEM:** H

**DATE:** November 9, 2016

**TO:** Mike La Pier, Executive Director

**FROM:** Police Chief Jeff Hoyne **DATE:** October 28, 2016

**SUBJECT:** Police Activity Report for October 2016

\_\_\_\_\_

The following is a summary of significant activity in the Police Department in October 2016:

### **Highlights**

- MRY PD responded to **215 door and gate alarms** as of October 25.

- Officers worked a total of **39.0 hours of overtime** in October.
- MRY PD Officers responded to two outside agency assists in October which consisted of the following:
  - 10/15 @ 0315 hrs. Assisted Monterey County Sheriff with securing perimeter on a shots fired, holed up suspect call.
  - 10/16 @ 0115 hrs. Stationed at Highway 68 and 218 for a ROPE activation for shots fired call out of Monterey. No enforcement action taken.

### **Training**

- All officers completed monthly DTBs.
- All officers reviewed policy 312/300.
- Officer Dowson attended Arrest Control class on October 20.
- Officer Dowson attended DUI school October 17-19.

#### **Calls for Service**

- 10/5 @ 2100 hrs. A United agent reported a passenger pushed through her to get out to the aircraft after he had deboarded and entered the terminal. Passenger had left his carry-on planeside.
- 2. 10/8 @ 1030 hrs. J&J Auto Body reported the theft of a U-Haul vehicle. Investigation ongoing.
- 3. 10/9 @ 1700 hrs. Fire and Police responded to a sewage spill at the Monterey Jet Center. A planes sewage safety valve was left open and when the MJC employee went to hook up the sewage tank, approximately five gallons of sewage spilled out onto the ground. Fire Department used Absorb-All and cleaned up the spill.
- 4. 10/15 @ 1235 hrs. Assisted Envoy personnel who accidentally dropped a stack of schedules on ramp. Schedules blew across ramp, taxiways, runways and airfield with most of the paper ending up on the northside. Coordinated clean up with Tower took almost an hour. Aircraft traffic not affected.

- 5. 10/16 @ 0230 hrs. Responded to Talbot's Ties for a fire alarm activation. Moderate water damage from a leak in the roof noted but no enforcement action taken.
- 6. 10/17 @ 1745 hrs. Subject reported a lost or stolen rear plate off his 2003 Chevy Silverado truck at Daniel's Landscape yard on the northside.
- 7. 10/20 @ 1705 hrs. Civil standby for a disturbance at Aviation Way and Airport Road developed into a violation of felon with a stun gun. Subject was discovered with a stun gun after contact was made.
- 8. 10/24 @ 1200 hrs. Subject reported theft of jewelry from her carry-on luggage during her flight to San Diego on Sept. 24.





# MONTEREY FIRE DEPARTMENT

# Report to Airport Board of Directors October 2016

#### 1. Incident Responses

Engine assigned to Fire Station 6 (Airport) responded to a total of 19 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property 3
- City of Monterey 15
- Auto / Mutual Aid 1

# 2. Training

Personnel completed a total of 70.25 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): 71
- Operational (qualified to work at Airport, but no live fire training): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 13

#### 3. Other

• Nine conditional offers of employment were extended to candidates to start a Recruit Academy in January 2017. These candidates will still have to pass a psychological evaluation and a medical exam before receiving a final offer of employment.

# Monterey Fire Department

# Incident Type Report (Summary)

# Alarm Date Between $\{10/01/2016\}$ And $\{10/31/2016\}$ and Station = "6"

	Pct of	Total	Pct of
	Incidents	Est Loss	Losses
3 Rescue & Emergency Medical Service Incident			
3111 Medical Call No Aid Given 2	10.53%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury 4 $$	21.05%	\$0	0.00%
322 Motor vehicle accident with injuries 1	5.26%	\$0	0.00%
324 Motor Vehicle Accident with no injuries 2	10.53%	\$0	0.00%
9	47.37%	\$0	0.00%
4 Hazardous Condition (No Fire)			
463 Vehicle accident, general cleanup 1	5.26%	\$0	0.00%
1	5.26%	\$0	0.00%
5 Service Call			
520 Water problem, Other 1	5.26%	\$0	0.00%
553 Public service 2	10.53%	\$0	0.00%
3	15.79%	\$0	0.00%
6 Good Intent Call			
611 Dispatched & cancelled en route 1	5.26%	\$0	0.00%
622 No Incident found on arrival at dispatch address $\!1\!$	5.26%	\$0	0.00%
2	10.53%	\$0	0.00%
7 False Alarm & False Call			
733 Smoke detector activation due to malfunction 1	5.26%	\$0	0.00%
735 Alarm system sounded due to malfunction 1	5.26%	\$0	0.00%
744 Detector activation, no fire - unintentional 1	5.26%	\$0	0.00%
745 Alarm system activation, no fire - unintentional1	5.26%	\$0	0.00%
4	21.05%	\$0	0.00%

Total Incident Count: 19 Total Est Loss: \$0

**AGENDA ITEM:** H

**DATE:** November 9, 2016

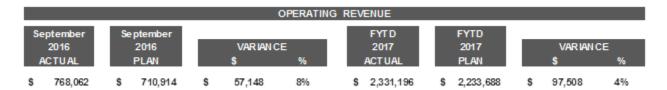
TO: Michael La Pier, Executive Director, Monterey Peninsula Airport District
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration

**SUBJECT:** Financial Summary for September 2016 for Fiscal Year 2017

**BACKGROUND.** The Financial Summary for September 2016 (the third period of Fiscal Year 2017) is summarized by the following documents:

- Graphic Comparison Actual Operating Revenue & Actual Operating Expense
- Airport District Operating Statistics & Financial Performance
- Capital Expenditures
- Sources / Uses of Cash

**SUMMARY.** September 2016 combined airport operating revenues were \$57.1K (8%) higher than plan and 97.5K (4%) higher plan FYTD.



September Commercial Aviation fees continued to remain on plan (\$63.3K actual vs \$62.9K planned) with a less than 1% fee variance, and planned landing volumes had a less than 2% variance (325 actual vs 331 planned). Increased aircraft landing weights continue to be a benefit for the District's commercial revenues.

September 2016 general aviation operating revenues (\$155.8K) were 2.6% higher than plan (\$150.7K), and 19.5% lower than August actual revenues (\$193.1K). FYTD general aviation revenues are \$504.7K which is 3.3% or (\$16.1K) higher than plan. FYTD General Aviation fuel fees and landing fees continue to exceed plan but are offset by lower than budgeted light GA fees.

September combined TCP permits, taxi permits & TNC trip fees, terminal concessions, rental car and parking concessions (Concessions) were above plan (\$15.6K). A majority of the September Concession favorable variance comes from higher parking fees (\$8.1K) and TNC (Uber) trip fees (\$5.2K). In September, Taxi Operator trip fees actually exceed plan for the first time in FY 17. FYTD Concessions are above plan by \$31.7K. This favorable variance continues to be driven by rental car, parking and TNC fees.

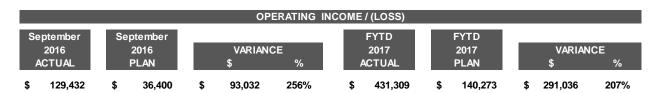
In September, there were thirty-four (34) cancelled commercial flights, which is higher than the thirteen (13) cancelled flights in August. September commercial flight cancellations came from Alaska (3), American Airlines (1) and United (30). Even with cancellations, commercial flight aircraft size continued to improve commercial aeronautical fees to be above plan for September.

	OPERATING EXPENSE												
September	September			FYTD	FYTD								
2016	2016	VARIANCE		2017	2017	VARIAN	CE						
ACTUAL	PLAN	\$	%	ACTUAL	PLAN	\$	%						
\$ 638,630	\$ 674,514	\$ 35,884	-5%	\$ 1,899,887	\$ 2,093,415	\$ 193,528	-9%						

September operating expenses are lower than plan by \$35.9K (5%). This favorable variance can't be attributed to one specific expense type. In September, all cost centers combined had lower salary and wages (\$7K), employer taxes (\$4.1K), employee benefits (\$2.0K), personnel related (\$7.7K), supplies and materials (\$2.8K), repairs and maintenance (\$8.8K) and utilities (\$3.3K).

September FYTD operating expenses are \$193.5K (9.4%) lower than plan. This favorable variance is attributed to lower employee and related expenses (\$63.1K), business related expenses (\$7.5K), supplies and materials (\$15.6K), repairs and maintenance (\$69.6K), outside services (\$4.9K), professional services (\$12K--mostly unused plan review expenses for Architect & Engineer), marketing (\$10.5K) and utilities (\$10.5K). Many of these favorable expense variances are considered temporary and will reverse over the remaining periods in FY17.

As a result of higher operating revenues and lower operating expenses September operating income is \$93.1K (256%) above plan (\$36.4K), and FYTD \$291K (207%) above plan (\$140.2K).



\* **Note-** Historically the following charts presented the fiscal years 12 months of business activity. Going forward the charts will display a rolling 13 months of business activity.

**ACCOUNTS RECEIVABLE.** The accounts receivable balance on September 30, 2016, is \$508.2K. This balance is 0.7% lower than the balance at August 31, 2016 and 12.1% higher than the balance on July 31, 2016.

Of the accounts receivable balance, \$20.3K or 4% are over 60 days old. The over 60 days old primarily consists of two disputed Allegiant Air invoices (\$5.4K), two US Treasury-LEO invoices (\$10.2K) and three FAA service invoices (\$2.4K). In October MPAD received payment from US Treasury for all outstanding LEO invoices. Chart 1 below depicts the accounts receivable balances by month for the 13 months from September 2015 to September 2016.

## Chart 1

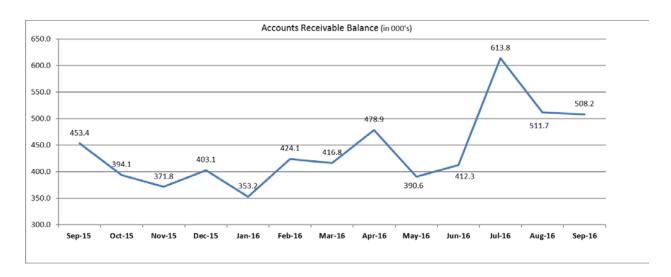
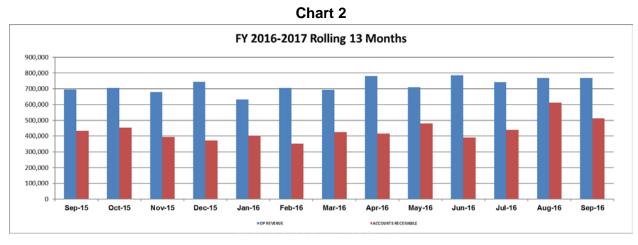


Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Typically, the balance of accounts receivable at month-end will align with operating revenues in that month, and be approximately 55% to 60% of revenues. In September 2016, accounts receivables are 66% of sales. In October, American, Alaska and Allegiant Airlines made payments of \$190K reducing the over 60 days old receivables balance before September.



**UNRESTICTED CASH AND INVESTMENTS.** The unrestricted cash and investments balance on September 30, 2016 is \$4.069M and the unrestricted cash and investments balance on August 31, 2016 is \$3.28M, an improvement of \$786K. This \$786K increase in unrestricted cash and investments resulted from FAA's decision to reimburse MPAD for the RSA litigation and settlement expenses previously

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

denied.

### Chart 3



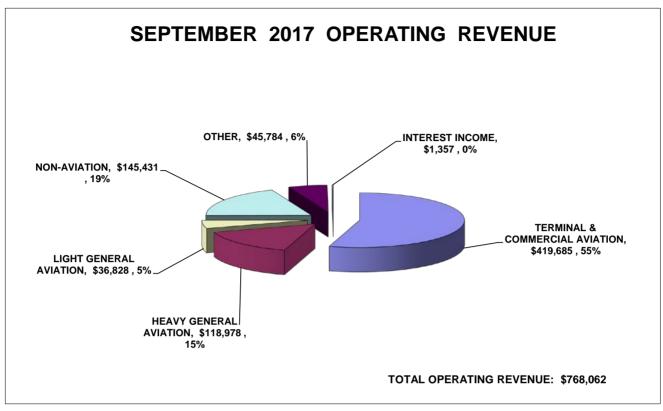
Chart 4 presents a rolling 13-month display of total enplanements, which mimics the business cycle of the District. When compared to August 2016, September 2016 enplanements decreased 1.6%. When comparing September 2016 to September 2015 enplanements increased 17.9%.

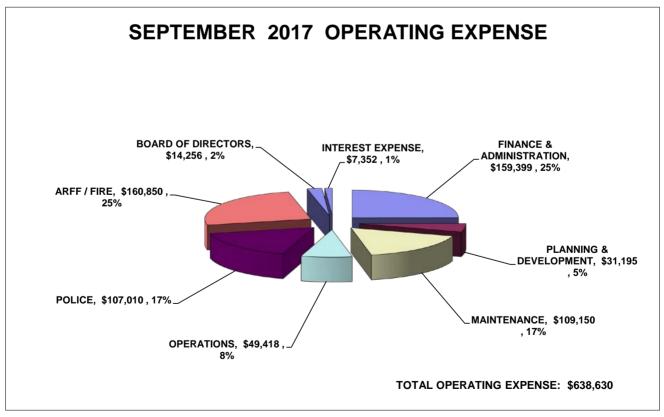
Chart 4

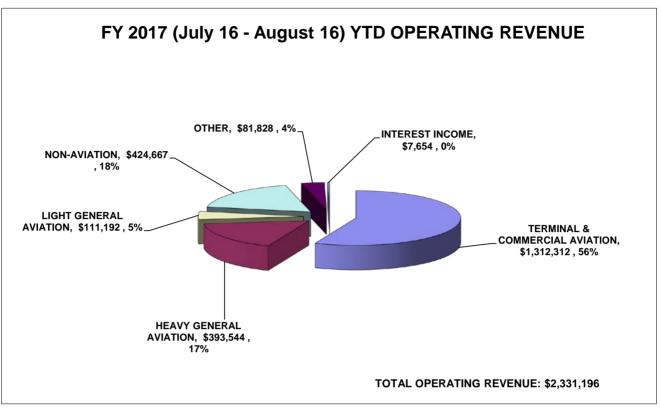


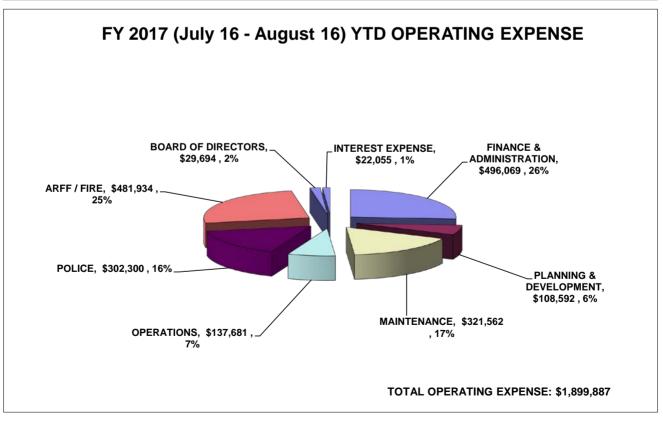
**Update:** MPAD's FY 2016 financial audit began on August 22 and will continue until mid-October. Below is the current status of the FY 2016 audit:

August 22	Pre-audit interim test work at MPAD begins. (4 days) - Completed
September 12	MGO presents final audit plan to the Finance Committee (0.25 Days) - Completed
October 3	On-site field year end field work begins (4 Days) - Changed- MGO will work remotely
October 10-14	Reporting recommendations and revisions are finalized - Completed
October 14	Draft FY 2016 financial statements prepared - <b>Completed</b>
October 26	Presentation of draft audited financial statements to Finance Committee - <b>Completed</b>
November 9	Audited financial statements presented to the Board of Directors - On schedule









# AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY September 30, 2016

OPERATING STATISTICS	September 16			September 15	YTD FY 17			Y	ΓD FY 16
AIRPORT ACTIVITY									
Air Carrier Landings <sup>1</sup>	325	331	-2%	300	1,050	1,012	4%		1,025
Passengers (emp/dep)	34,273	001	270	28,809	105,229	1,012	470		94,044
Total Cargo (in pounds)	83,633			93,738	250,695				274,400
rotal dargo (in poundo)	00,000			00,700	200,000				27 1,100
AIRCRAFT OPERATIONS									
Commercial	1,301			1,218	4,106				3,947
General Aviation	6,157			4,749	26,312				14,519
Military	220			500	1,703				1,300
TOTAL AIRCRAFT OPERATIONS	7,678			6,467	32,121				19,766
VEHICLE EXIT COUNT									
Upper Short Term (1) Lot	2,165			1,897	6,775				6,351
Long Term (2) Lot	2,193			2,023	6,180				6,041
Lower Short Term (3) Lot	6,436			5,986	20,835				19,830
TOTAL VEHICLE EXIT COUNT	10,794			9,906	33,790				32,222
		1 American / 20 Hz	itad\. EV			n /E4 Hnitad\			32,222
1 Cancelled Flights: September = 34 (3 -			iilea); F f	·		· · · · · · · · · · · · · · · · · · ·			
FINANCIAL INFORMATION	September 16	September 16		September 15	YTD FY 17	YTD FY 17			ΓD FY 16
ance Sheet - August 31, 2016	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	P	CTUAL
OPERATING REVENUE									
TERMINAL	22.224	00.005		50.750	222.227	404.074			100010
CA Landing, Apron & RON Fees	63,321	62,905	1%	53,758	200,827	191,974	5%		180,349
Rents	142,565	141,579	1%	141,976	427,661	422,901	1%		424,762
TCP Operator Permits	1,567	640	145%	633	3,033	2,165	40%		2,660
Taxi Operator Permits & Trip Fees	12,560	13,026	-4%	14,770	32,189	39,381	-18%		42,392
TNC Permits & Trip Fees	8,013	2,777	100%	-	22,497	8,982	100%		-
Concessions	13,816	13,925	-1%	19,806	39,480	44,909	-12%		44,077
Rental Car	106,384	104,525	2%	102,828	378,524	356,632	6%		352,212
Parking	71,458	63,284	13%	57,567	208,100	200,084	4%		182,932
HEAVY GENERAL AVIATION									
GA Landing Fees	29,278	28,978	1%	28,978	110,266	105,607	4%		106,086
FBO Rent	57,780	57,929	0%	56,252	173,340	173,787	0%		168,756
Fuel Fees	31,920	25,642	24%	26,008	109,938	94,703	16%		96,535
LIGHT GENERAL AVIATION	36,828	38,190	-4%	36,116	111,192	114,570	-3%		108,348
NON AVIATION	145,431	137,159	6%	136,546	424,667	412,098	3%		410,511
OTHER OPERATING REVENUE	45,784	17,175	167%	19,356	81,828	56,775	44%		80,527
INTEREST INCOME	1,357	3,180	-57%	1,869	7,654	9,120	-16%		8,624
TOTAL OPERATING REVENUE	\$ 768,062	\$ 710,914	8.0%	\$ 696,463		\$ 2,233,688	4%	\$	2,208,770
	*	*		<del>+</del>	*	*		<u> </u>	_,,
OPERATING EXPENSE									
Finance & Administration	159,399	176,973	-10%	183,679	496,069	560,296	-11%		557,567
Planning & Development	31,195	34,071	-8%	48,447	108,592	119,151	-9%		122,051
Maintenance & Custodial Services	109,150	118,461	-8%	104,435	321,562	396,333	-19%		323,265
Airport Operations	49,418	46,354	7%	45,284	137,681	138,496	-1%		129,900
Police Department	107,010	111,180	-4%	103,926	302,300	337,982	-11%		316,502
ARFF /Fire Services	160,850	163,267	-1%	145,599	481,934	484,808	-1%		437,086
Board of Directors	14,256	16,857	-15%	8,548	29,694	34,294	-13%		24,544
Interest Expense	7,352	7,351	0%	8,400	22,055	22,055	0%		25,201
TOTAL OPERATING EXPENSE	\$ 638,630	\$ 674,514	-5%	\$ 648,320		\$ 2,093,415	-9%	\$	1,936,116
ODED ATING INCOME / // CCC	£ 400,400	<b>.</b> 20,400	05001	6 40.440	A24.000	¢ 440.070	2070/	•	070.054
OPERATING INCOME / (LOSS)	\$ 129,432	\$ 36,400	256%	\$ 48,143	\$ 431,308	\$ 140,273	207%	\$	272,654
DISTRICT CAPITAL EXPENDITURES	\$ (762,046)	\$ 83,935	-1007.9%	\$ 14,935	\$ (711,128)	\$ (533,768)	33.2%	\$	14,935
						, , , , ,			
DEBT SERVICE - PRINCIPAL ONLY	\$ 25,000			\$ 22,667	\$ 75,000			\$	68,000

# Monterey Peninsula Airport District Airport Capital Improvements / Capital Expenditures September 30, 2016

	Actual FY 20	17	Prior Fiscal Y	ear	Actual FY 20	17	Prior Fiscal Y	ear
Airport Improvement Programs	Current Peri	od	Current Perio	od	Year-To-Dat	e	Year-To-Dat	е
MPAD Expenditures	(762,046.21)	-1288.9%	(1,004,942.94)	-22.2%	(728,840.60)	-301.1%	(1,002,811.94)	-15.2%
AIP FAA Funded Expenditures	872,125.03	1475.1%	5,246,801.29	116.1%	959,440.03	396.3%	7,196,690.12	109.1%
AIP PFC Funded Expenditures	(50,956.21)	-86.2%	275,985.73	6.1%	11,499.87	4.8%	399,804.77	6.1%
Total Capital Improvement Expenditures	59,122.61	100%	4,517,844.08	100%	242,099.30	100%	6,593,682.95	100%
•				·				
	**							
<b>Capitalized Acquisitions / Expenditures</b>	By Department	<u>t</u>						
Finance & Administration	0.00		0.00		0.00		0.00	
Planning & Development	0.00		0.00		0.00		0.00	
Maintenance & Custodial Services	0.00		0.00		17,712.64	100.0%	28,398.01	
Airport Operations	0.00		0.00		0.00		0.00	
Police	0.00		0.00		0.00		0.00	100%
ARFF / Fire Balance Sheet - July 31,	0.00		0.00		0.00		0.00	
Total Capital Acquisition Expenditures	0.00	0%	0.00	0%	17,712.64	100%	28,398.01	100%
•				!				
<u>Consolidated</u>								
District Expenditures	(762,046.21)	-1288.9%	(1,004,942.94)	-22.2%	(711,127.96)	-273.7%	(974,413.93)	-14.7%
AIP FAA Funded Expenditures	872,125.03	1475.1%	5,246,801.29	116.1%	959,440.03	369.3%	7,196,690.12	108.7%
AIP PFC Funded Expenditures	(50,956.21)	-86.2%	275,985.73	6.1%	11,499.87	4.4%	399,804.77	6.0%
Total Capital Expenditures	59,122.61	100%	4,517,844.08	100%	259,811.94	100%	6,622,080.96	100%
•				·				
FY 2016/17 District Capital Expenses:	Actual PTD		Budget PTD		Actual YTD		Budget YTD	
2012-01 RSA Project 1	-		-		-		(808,573.00)	
2013-02 Master Plan	-		-		-		-	
2014-02 RSA Project 2	(775,675.21)		-		(775,675.21)		-	
2015-03 Infield Safety Project	3,446.00		5,000.00		8,773.50		5,000.00	
2016-01 NEPA & CEQA	4,683.00		25,935.00		43,941.00		77,805.00	
2016-02 Solar Panel Array	-		53,000.00		-		142,000.00	
2017-01 Mower 2017-02 Paint Machine	=		-		-		20,000.00	
2017-02 Paint Machine 2017-03 Terminal Refresh	5,500.00		_		- 11,832.75		30,000.00	
2017-03 Ferninal Kerlesh 2017-04 Baggage Belt	-		_		- 11,002.70		-	
	(762,046.21)	*	83,935.00		(711,127.96)	*	(533,768.00)	

MONTEREY PENINSULA AIRPORT DISTRICT September 30, 2016	CURR	FY 2017 ENT-PERIOD ACTUAL	FY 2017 YEAR-TO-DATE ACTUAL		
SOURCES AND USES OF CASH OPERATIONS					
SOURCES OF CASH					
CASH RECEIVED - OPERATING REVENUE	\$	766,705	\$	2,323,542	
CASH RECEIVED - INTEREST INCOME		1,357		7,654	
CASH RECEIVED	\$	768,062	\$	2,331,196	
USES OF CASH OPERATIONS					
CASH DISBURSED - OPERATING EXPENSE <sup>1</sup>	\$	631,213	\$	1,877,637	
CASH DISBURSED - DEBT SERVICE (BOND INTEREST EXPENSE) <sup>2</sup>		7,352		22,055	
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) <sup>2</sup>		25,000		75,000	
CASH DISBURSED	\$	663,565	\$	1,974,692	
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	\$	104,497	\$	356,503	
<sup>1</sup> Net of non-cash operating expense (OPEB) <sup>2</sup> Moved to Restricted Account/Disbursement will occur in December 2015 & June 2016					
USES OF CASH CAPITAL PROGRAM					
CASH DISBURSED - DISTRICT CAPITAL PROJECTS <sup>3</sup>	\$	(762,046)	\$	(711,128)	
CASH DISBURSED	\$	(762,046)	\$	(711,128)	
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	\$	762,046	\$	711,128	
<sup>3</sup> District-funded capital plan for FY16					
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	\$	866,543	\$	1,067,631	

**AGENDA ITEM:** H

DATE: November 9, 2016

**TO:** Michael La Pier, Executive Director **FROM:** Chris Morello, Senior Planning Manager

**DATE:** November 1, 2016

**SUBJ:** Planning & Environmental Monthly Project Report

Attached is the current monthly Project Report for the Planning and Development Department. Highlights for October 2016 include:

- The draft Environmental Assessment (EA) for the <u>Infields Rehabilitation Project</u> is still under FAA review.
- An update will be provided at the November meeting regarding the status of a potential <u>Solar Photovoltaic (PV) Electric Generating System</u>.
- A Public Scoping Meeting will be held for the EA that is currently being prepared to consider the potential environment impacts of the proposed <u>Airport Safety Enhancement Project for Taxiway "A" Relocation and Associated Building Relocations (proposed project) at the Airport.</u> The Scoping Meeting will be held on Tuesday, December 6, 2016 from 4 p.m. to 6 p.m. A Notice of Preparation will be published in The Herald on Sunday, November 6, 2016 and Scoping letters will be mailed to appropriate agencies. The comment period will close on December 20, 2016.
- After discussion with FAA staff, the <u>2017-2022 proposed ACIP</u> will be presented for review and approval by the Board at the November meeting for submission to the FAA San Francisco Airports Division Office.
- The Airport took delivery of the new <u>Tymco Regenerative Air Sweeper</u> on October 25, 2016. Maintenance, Operations and Police staff were provided comprehensive training on the mechanics for efficient operations of the new equipment. The equipment purchased is funded at 90.66% by Airport Improvement Program (AIP). The balance of the funding (9.34%) will be matched with an AB2766 Direct Emission Reduction Grant from the Monterey Bay Air Resources District.

		FUNDI	NG		BUDG	ETING			EXPENDITURE	S		STATUS			
	PROJECT #	AIP#	PFC	Prior FY Budget	FY 2017 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2017 Expenditures to Date	10/31/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
A	CTIVE F	EDE	RALLY-FU	INDED PR	OJECTS:										
1	2012-01 and 2014- 01	58, 61	10-15-C-00- MRY 11-17-C-00- MRY 13-18-C-00- MRY 14-19-C-00- MRY	\$50,669,961	\$2,330,039	\$0	\$53,000,000	\$50,669,961	\$1,665,935	\$52,335,896	100%	RSA RUNWAY 10R/28L - CONSTRUCTION; Phase 1 and 2	Project construction is complete. AIP 58 documentation for closeout has been submitted to the FAA.	On-going environmental mitigation will continue during the reporting period and thereafter.	
2	2013-02	59	13-18-C-00- MRY	\$1,166,458	(\$71,478)	\$0	\$1,094,980	\$1,166,458	\$0	\$1,166,458	98%	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 initital phase of the AMP efforts is completed. Draft ALP is under review by the FAA.	
3	2015-03	62	Unk.	\$156,044	\$825,000	\$0	\$1,094,980	\$156,044	\$21,210	\$177,254	65%	AIRPORT INFIELD SAFETY AREA REHABILITATION- Part A	The NEPA Environmental Assessment (EA) is underway.	Initial administrative draft assessment is under FAA review.	
4	2016-01	64	Unk.	\$0	\$919,074	\$960,958	\$1,880,032	\$0	\$44,952	\$44,952	5%	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.	A schedule is currently being developed. A Public Scoping Meeting is scheduled for 12/6/16. Preliminary traffic/biological/engineering analysis and engineering has begun.	
5	2016-01	64	Unk.	\$0	\$346,505	\$285,299	\$631,804	\$0	\$43,941	\$43,941	5%	CEQA PROPOSED MASTER PLAN AND 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.	A schedule is currently being developed. Work torwards the traffic/biological/engineering analysis for the CEQA documents is underway.	

Monthly Cap Projects report 11-09-2016

		FUNDI	NG		BUDG	ETING			EXPENDITURE	S			STATUS	
	PROJECT #	AIP#	PFC	Prior FY Budget	FY 2017 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2017 Expenditures to Date	10/31/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
6	2017-05	63	Unk.	\$0	\$276,431	\$0	\$276,431	\$0	\$1,742	\$1,742		ACQUIRE AIRPORT SWEEPER	A contract was executed and an NTP has been issued to GCS on 7/13/16. Airfield Sweeper is in production with an estimated delivery of October.	The Airport took delivery of the Regenerative Airfield Sweeper on 10.25.16. Comprehensive training was conducted with appropriate staff on that date as well.

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Monthly Cap Projects report 11-09-2016

	FUNDING			BUDGETING				EXPENDITURES				STATUS			
	PROJECT #	AIP#	PFC	Prior FY Budget	FY 2017 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2017 Expenditures to Date	10/31/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
	OUTSIDE FUNDED PROJECTS:														
7	N/A	N/A	N/A	\$106,636	\$8,725	\$0	\$115,361	\$106,636	\$0	\$106,636	n/a	FWSS MITIGATION LAND RESTORATION	Preparation and planting is complete at the on- and off- airport sites.	Monitoring will continue through FY 2017.	
1	ACTIVE	DIST	RICT-FUN	<mark>DED PRO</mark>	JECTS:										
8	2016-02	N/A	N/A	\$0	\$152,000	\$0	\$152,000	\$0	\$2,678	\$2,678		EVALUATION AND INSTALLATION OF SOLAR ARRAY	BOD approved Phase 1 contract with OpTerra for solar array evaluation and documentation on 7/13/16.	Potential site evaluation and financing is underway. An update will be provided at the November board meeting.	
9	2017-01	N/A	N/A	\$0	\$20,000	\$0	\$20,000	\$0	\$17,713	\$17,713	100%	ACQUIRE MOWER		Mower has been purchased.	
10	2017-02	N/A	N/A	\$0	\$42,000	\$0	\$42,000	\$0	\$0			ACQUIRE PAINT MACHINE			
11	2017-03	N/A	N/A	\$0	\$30,000	\$0	\$30,000	\$0	\$11,833	\$11,833		INSIDE TERMINAL REFRESH	Painting in the downstairs non-secure area of the terminal was completed in early September.	Lounge seating was delivered and installed on 10.24.16 for some sections in the non-secure area.	
12	2017-04	N/A	N/A	\$0	\$80,000	\$0	\$80,000	\$0	\$0			BAGGAGE BELT REPLACEMENT			