

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

October 16, 2024 - 8:00 AM Pacific Time

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

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

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

Pursuant to Resolution 1862, members of the public may provide comments remotely for Board Meetings which are held in the Board Room. In the event that remote participation technology is unexpectedly not available, such as during an internet service outage, electrical outage, or other technological issue that prevents remote participation by the public, the meeting will not be continued or cancelled. Remote participation is provided as a courtesy and members of the public who rely upon remote participation to provide public comment do so at their own risk. When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 7:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

E. CONSENT AGENDA - ACTION ITEMS

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

- | | |
|---------|---|
| Approve | 1. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of September 18, 2024 |
| Approve | 2. Minutes of the Air Carrier Service – Marketing – Community Relations Meeting of the Monterey Peninsula Airport District of October 8, 2024 |

- Approve 3. [Minutes of the Airport Property Development & Leases Committee Meeting of the Monterey Peninsula Airport District of October 9, 2024](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

- Approve 1. [Proclamation In Recognition of “Woody’s at the Airport” Being Voted #1 Sit-Down Airport Restaurant by USA Today’s 10 Best Readers’ Choice Awards Poll for the Second Year in a Row](#)
- Adopt 2. [Resolution No. 1889, A Resolution Authorizing and Approving the Construction Service Agreement between the Monterey Peninsula Airport District and Granite Rock Company for East TSA Access Road Pavement Repairs](#)
- Approve 3. [Professional Services Agreement with ADK Consulting, Inc. for Executive Search Services](#)

H. BOARD REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

- a. [The Board receives Department Reports which do not require any action by the board.](#)
- b. Board Member questions (if any) for Standing Committees.
- c. Ad-Hoc Committee Reports:
- | | |
|--------------------------------|--------------------------|
| i. Personnel Committee | Director Miller & Pick |
| ii. Local Jurisdiction Liaison | Director Leffel & Miller |
- d. Liaison/Representatives Reports:
- | | |
|---|-------------------|
| i. Local Agency Formation Commission | Director Leffel |
| ii. Regional Taxi Authority | Director Pick |
| iii. Transportation Agency for Monterey County | Director Miller |
| iv. Special Districts Association Liaison | Director Gaglioti |
| v. Association of Monterey Bay Area Governments | Director Leffel |
- e. Board Member reports for conferences and events approved to attend at Monterey Peninsula Airport District expense (per AB 1234 and the Director Remuneration & Business Expense Reimbursement Policy).

I. CLOSED SESSION

1. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Mill Construction Company v. BlueScope Construction Inc., et al., Monterey County Superior Court, Case No. 24CV001770.
2. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Patibanda v. Foster, et al., Monterey County Superior Court, Case No. 24CV002782.

3. **EMPLOYMENT.** Pursuant to Gov. Code section 54957(b), the Board will meet with District Counsel to consider the appointment/employment related to the following position: Executive Director.

J. RECONVENE TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

L. DISCUSSION OF FUTURE AGENDAS

M. ADJOURNMENT

AGENDA DEADLINE

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

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

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

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

September 18, 2024 - 8:00 AM

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

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Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 7:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

Chair Leffel called to order the Regular meeting of the Monterey Peninsula Airport District Board of Directors at 8:02 AM. Directors Chorbajian, Gaglioti, and Miller were present. Director Pick was absent. The following staff were present: Executive Director La Pier, District Counsel Huber, Deputy Executive Director Morello, Deputy Executive Director Robare, Controller Wilson, and Acting Board Secretary Adams.

B. PLEDGE OF ALLEGIANCE

Director Miller led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Executive Director La Pier announced the Air Force Thunderbirds are coming to the area for the Salinas Airshow and the latest Monterey Airport takeoff and landing schedule has been emailed to Directors. He asked Directors to help communicate to the Public regarding the expected times of related noise.

District Counsel Huber distributed an Amended Agenda stating the Amendment was to add Item 1 to Closed Session. He noted the Amended Agenda had been posted on the Monterey Peninsula Airport District website and Airport bulletin boards.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Joyce Haferman, a member of the Public, made comments relative to recent communications regarding noise complaints and stated she would prefer that Federal Aviation Administration (FAA) representatives respond directly regarding any air traffic regulations rather than Airport District Counsel.

E. CONSENT AGENDA - ACTION ITEMS

- Approve 1. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of August 21, 2024
- Approve 2. Minutes of the Budget & Finance Committee of the Monterey Peninsula Airport District Board of Directors of Sept 9, 2024
- Approve 3. Minutes of the Air Carrier Service – Marketing – Community Relations Meeting of the Monterey Peninsula Airport District of Sept. 10, 2024
- Adopt 4. Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District

Director Miller motioned to approve Items E.1 - E.3 and adopt Item E.4. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 4-0 with Director Pick absent.

RESOLUTION NO. 1870

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

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

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

- 1. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Exhibit “A” in which officials and employees are designated and disclosure categories are set forth and constitute the Conflict of Interest Code of the Monterey Peninsula Airport District.
- 2. Designated employees shall file Statements of Economic Interests with the District Secretary, or their designated appointee, to whom the Board of Directors hereby designates the authority to carry out the duties of the Filing Officer.
- 3. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the Monterey Peninsula Airport District.
- 4. The Executive Director of the District, or his designee, will submit to the Monterey County Board of Supervisors the adopted code.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 18th day of September 2024 by the following roll call vote:

AYES:	DIRECTORS:	Chorbajian, Gaglioti, Miller, Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Pick

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

G. REGULAR AGENDA - ACTION ITEMS

Presentation 1. Ramp Construction Project Update

Deputy Executive Director Morello gave a presentation on the current state of the airport commercial apron construction project which included a time lapse video and an update on the Safety Enhancement Project (SEP) communication efforts.

Deputy Executive Director Morello and Executive Director La Pier answered questions from Directors.

No Public Comment.

Approve 2. Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements

Brian Roth, Landside Project Manager, introduced Item G.2.

Chair Leffel referred to the Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements (the Amendment) and questioned the date of the Amendment in paragraph 5. Deputy Executive Director Morello agreed the date should be changed to September 18, 2024, and the date in the second to the last paragraph should be changed to match the date of the Scope of Work for Construction Administration Fees dated September 9, 2024.

No Public Comment.

Director Miller motioned to approve the Amendment to the Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. to Provide Design Support Services for the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase D3 Terminal Complex Landside Improvements with the revised dates as noted by Chair Leffel and Executive Director Morello. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 4-0 with Director Pick absent.

Approve 3. Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District

Deputy Executive Director Morello introduced Item G.3 Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District and answered questions from Directors.

No Public Comment.

Director Chorbajian motioned to approve the Amendment to the Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the Monterey Peninsula Airport District. Director Gaglioti seconded the motion. The motion was approved unanimously by a roll call vote of 4-0 with Director Pick absent.

Approve 4. Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services

Deputy Executive Director Morello introduced Item G.4 Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services and stated the labor monitoring is a requirement of Federal Grants, and that California Labor Consultants currently monitor other projects for the airport.

No Public Comment.

Director Miller motioned to approve the Amendment to the Professional Services Agreement with Labor Consultants of California to Provide Labor Monitoring Services. Director Gaglioti seconded the motion. The motion was unanimously approved by a roll call vote of 4-0 with Director Pick absent.

Approve 5. Creation of Personnel Ad Hoc Committee

Chair Leffel introduced Item G.5 and stated she is asking for approval to appoint Directors Miller and Pick, as the next expected Chair and Chair Pro Tem, to a newly created Ad Hoc Personnel Committee.

No Public Comment.

District Counsel Huber answered questions from Director Miller.

Director Gaglioti moved to approve the creation of a Personnel Ad Hoc Committee and the appointment of Directors Miller and Pick to the committee. Director Chorbajian seconded the motion. The motion was unanimously approved by a roll call vote of 4-0 with Director Pick absent.

H. ACCEPTANCE OF DEPARTMENT REPORTS AND BOARD REPORTS

- a. The Board receives Department Reports which do not require any action by the board.
- b. Board Member questions (if any) for Standing Committees.
- c. Ad-Hoc Committee Reports:
 - i. Local Jurisdiction Liaison Director Leffel & Miller
- d. Liaison/Representatives Reports:
 - i. Local Agency Formation Commission Director Leffel
 - ii. Regional Taxi Authority Director Pick
 - iii. Transportation Agency for Monterey County Director Miller
 - iv. Special Districts Association Liaison Director Gaglioti
 - v. Association of Monterey Bay Area Governments Director Leffel
- e. Board Member reports on conferences and events approved to attend at District expense (per AB 1234 and the Director Remuneration & Business Expense Reimbursement Policy).

No Public Comment.

Director Miller reported the Lease Committee was cancelled due to a conflict with the ACI Annual Conference.

Chair Leffel reported there was no LAFCO meeting last month and the September meeting has not yet been held.

Director Miller reported for the TAMC meeting.

Chair Leffel reported the Special Districts Association did not meet.

Chair Leffel reported she did not attend the AMBAG meeting due to a conflict with the ACI Annual Conference.

Chair Leffel stated she and Director Miller would report on the ACI Annual Conference at the next meeting.

I. CLOSED SESSION

1. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: Mill Construction Company v. BlueScope Construction Inc., et al., Monterey County Superior Court, Case No. 24CV001770.
2. **EMPLOYMENT.** Pursuant to Gov. Code section 54957(b), the Board will meet with District Counsel to consider the appointment/employment related to the following position: Executive Director.

No Public Comment.

The Board entered Closed Session at 9:10 AM.

J. RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 11:18 AM. District Counsel Huber stated there was no reportable action; direction was given.

Chair Leffel reported that Director Gaglioti left the meeting at 11:15 AM.

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

L. DISCUSSION OF FUTURE AGENDAS

None.

M. ADJOURNMENT

The meeting adjourned at 11:18 AM.

*Approved at the
Meeting of October 16, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

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

October 08, 2024 – 10:00 AM Pacific Time

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

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

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

A. CALL TO ORDER

The meeting of the Air Carrier Service – Marketing – Community Relations Committee was called to order at 10:00 AM. Directors Leffel and Pick, Deputy Executive Directors Morello and Robare, District Counsel Huber, and Acting Board Secretary Adams were in attendance. District Counsel Huber attended by videoconference.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Leffel communicated that "San Francisco Fleet Week" is October 7 – 14; it is one of the largest airshows in the country, and there is a possibility that we could see an increase in overhead traffic in noise on the California central coast as they practice for the show.

C. REGULAR AGENDA – ACTION ITEMS

Discuss 1. Noise Report

Directors discussed the September Noise Report and complimented staff on the thoroughness of the responses to the public comments.

Deputy Executive Director Robare reported that staff, in response to complaints, sent a reminder to the flight school regarding the noise management recommendations for maximum take-off and landings in a row. Deputy Executive Director Morello noted, however, that there are often multiple students and multiple aircraft doing pattern work one after the other.

Uwe Grobecker, a member of the Public, stated student training exercises at night are illegal and asked who enforces that.

Deputy Executive Director Robare stated the airport is required to be open 24 hours a day and student pilots doing touch and goes at night are not doing anything illegal. District Counsel Huber agreed and confirmed the FAA regulations require the airport be open 24 hours a day, seven days a week, 365 days a year. Staff can ask that student pilots run their patterns over unpopulated areas, but the airport is unable to mandate that. In addition, he explained that student pilots must have 10 take-offs and landings at night to get certified.

There was a discussion regarding the noise complaints from the Pasadera neighborhood about landing approaches. Deputy Executive Director Morello noted the airport worked with the FAA to publish a

Raceway Visual approach that uses the Highway 68 corridor, but it requires clear weather and is at pilot discretion when to use that approach.

Uwe Grobecker made a Public Comment saying it was on behalf of Howard Fosler. He stated the neighborhood group would like an airport tower representative to attend this meeting for a question-and-answer session. He added that New Monterey has seen an increase in military aircraft recently and asked what could be done about that and if they are refueling at Monterey Regional Airport (MRY).

Deputy Executive Director Morello responded that the military aircraft that have been in the area are not arriving or departing from MRY, they are simply flying by the airfield. Mr. Grobecker asked if we could ask them to avoid the neighborhoods. There was a discussion about effects of the Salinas Valley Air Show and San Francisco Fleet Week on the local noise complaints. Director Pick noted the nature of the military flights doesn't lend itself to airports asking them anything and communication would be challenging.

Discuss 2. Air Carrier Service & Development Update

Deputy Executive Director Morello reported the JSX service to Burbank and Orange County and one of the American flights to Dallas had stopped for the season. Sun Country flights to Minneapolis will stop for the season on November 3rd. She further reported that United Airlines added another flight to Los Angeles.

Uwe Grobecker, a member of the public, asked why the airport lost the Dallas flight. Deputy Executive Director Morello answered that the airlines look at the potential ridership for the time of year. Typically, the second Dallas flight resumes in March or April. The operator is then able to utilize that equipment and crew for passenger movement in other markets based on their potential for increased ridership this time of year. Director Leffel added that it was the airline who made the decision based on their data; we didn't ask them to do it.

Discuss 3. Local Marketing and Digital Outreach Update

Deputy Executive Director Morello reviewed the Audience Reach and Top Referrals that were detailed in the Digital Outreach Update.

There was a discussion about plans to promote Woody's at the Airport for being awarded the designation of #1 Sit-Down Airport Restaurant in the U.S. for the second year in a row by USA Today's Readers' Choice Poll.

No Public Comment.

Discuss 4. Passenger Comments, Services and Amenities Update

There was a discussion about looking into shuttle service from the relocated long-term parking to the terminal building.

Deputy Executive Director Morello reported staff is looking into ways to highlight to the public that handicap parking in the short-term lot is charged at the long-term lot rate.

There was a discussion about long-term parking capacity. Deputy Executive Director Morello reported there had been 319 spots in long-term parking and this lot has 365 spots; capacity has not been reached so far. There has been an increase in taxi and rideshare activity and there are overflow options should capacity be reached during the Holiday season.

No Public Comment.

D. ADJOURNMENT

The meeting adjourned at 10:33 AM.

*Approved at the
Meeting of October 16, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

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

October 9, 2024, at 10:30 AM Pacific Time

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

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A. CALL TO ORDER

The meeting of the Airport Property Development & Leases Committee was called to order at 10:30 AM. Directors Miller and Pick, Deputy Executive Director Morello, Controller Wilson, and Acting Board Secretary Adams were present.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. REGULAR AGENDA – ACTION ITEMS

Receive 1. Leasing Activity Review

Controller Wilson gave an update on lease activities. He reviewed the status of the Motion Products, Inc. (MPI) purchase of Forza Motors, which is not yet complete.

Controller Wilson reviewed the terms of the corporate hangar month to month lease with Monterey Fuel Company and answered questions from Directors.

Controller Wilson gave an update on the inquiries from a current tenant regarding additional space once their current lease expires. He reported there is a meeting scheduled to discuss possibilities.

Controller Wilson advised that the property at 2959 Monterey Salinas Highway is currently leased long term to the owners of the Dole Building and has been improved as a parking lot. The ground lease on the parking lot ends April 30, 2025, but includes options to extend. The agreement calls for a rent adjustment to Fair Market Value at the time of extension and that amount is still under negotiation.

Controller Wilson reported on an inquiry from a new car rental company and that staff would review options to accommodate any new rental car company.

Deputy Executive Director Morello reported the permanent power for the new north side hangars is expected to be complete in December and they have temporary power while they are waiting.

D. ADJOURNMENT

The meeting adjourned 10:52 AM.

*Approved at the
Meeting of October 16, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

MONTEREY PENINSULA AIRPORT DISTRICT

Proclamation

In Recognition of “Woody’s at the Airport” Being Voted #1 Sit-Down Airport Restaurant by USA Today’s 10 Best Readers’ Choice Awards Poll for the Second Year in a Row

WHEREAS, Monterey Peninsula Airport District wishes to recognize and celebrate chef Tim “Woody” Wood, a local favorite who opened “Woody’s at the Airport” in November 2020 and has since created an airport dining experience treasured by Monterey Regional Airport (MRY) travelers and local patrons; and

WHEREAS, USA Today’s 2024 Traveler’s Guide to the best airport amenities in the United States highlights the best of the best in contests covering categories such as lounges, bars, restaurants and top notch retailers, where an expert panel nominate their top picks across eight categories; and

WHEREAS, “Woody’s at the Airport” was nominated in 2024 by USA Today’s experts and editors in the category of Best Sit Down Restaurant at an Airport and was voted by its Readers’ Choice Poll as the #1 Sit-Down Airport Restaurant in the U.S. for the second year in a row; and

WHEREAS, “Woody’s at the Airport” has earned and deserves this public recognition for its meaningful contribution to the hassle-free, easy, and convenient air travel experience at MRY and is considered “a gem of a restaurant” that provides superior service and a comforting venue to relax and enjoy a delicious meal.

NOW, THEREFORE, I, Mary Ann Leffel, Chair of the Monterey Peninsula Airport District, in concurrence with the Board of Directors, do hereby congratulate and applaud Chef Tim Wood and the entire team at “Woody’s at the Airport” for operating an establishment that is cherished by our community and our travelers.

Mary Ann Leffel
Chair

Carl Miller
Vice Chair

Danial D. Pick
Board Director

John Gaglioti
Board Director

Carol Chorbajian
Board Director

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1889, A Resolution Authorizing and Approving the Construction Service Agreement between the Monterey Peninsula Airport District and Granite Rock Company for East TSA Access Road Pavement Repairs

BACKGROUND. The Monterey Peninsula Airport District (MPAD) Board of Directors has previously adopted a FY 2025 Capital Improvement Program (CIP) Budget on June 20, 2024 via Resolution 1880. The District-Only funded Capital Improvement Projects 2025-03, East TSA Access Road and Short Term Lot Repairs (Budget total \$210,000) was included as FY25 capital improvement projects. These projects are Exempt from California Environmental Quality Act (CEQA) per exemption Article 19, Section 15301, Class 1.

SCOPE OF WORK. Engineers Analysis: Three (3) proposals were received at the bid submittal deadline. The proposals were opened and reviewed by Neill Engineering for consistency, completeness, and accuracy of the documents received and requirements requested in the Notice to Bidders.

The project scope includes the rehabilitation and overlay of the TSA Access Road and a pavement patch strip within the short-term parking lot and associated striping.

Based on the review and evaluation of the proposals received, Neill Engineering recommend a contract be awarded to Granite Rock Company as the successful lowest responsive bidder as provided by the following bid proposal results:

Company	Total
Coastal Paving and Excavating Inc.	\$101,103.00
Monterey Peninsula Engineering	\$ 95,160.00
Granite Rock Company	\$ 95,000.00

IMPACT ON BUDGET. The fees associated in the contract with Granite Rock Company are included in the FY25 CIP budget.

SOURCE OF FUNDS. The project is a District-Only funded project for a total project cost of \$95,000.00.

IMPACT ON OPERATIONS. There will be no impact on Airside Airport operations. The project team will work with all tenants that could be affected by this project to minimize the interruption to their business.

SCHEDULE. The proposed contract anticipates construction shall be scheduled to commence on or around October 2024.

RECOMMENDATION. Adopt Resolution No. 1889, A Resolution Authorizing and Approving the Construction Service Agreement between the Monterey Peninsula Airport District and Granite Rock Company for East TSA Access Road Pavement Repairs.

ATTACHMENTS.

Resolution No. 1889
Agreement for Construction Services Between MPAD and Granite Rock Company

RESOLUTION NO. 1889

A RESOLUTION AUTHORIZING AND APPROVING THE CONSTRUCTION SERVICE AGREEMENT BETWEEN THE MONTEREY PENINSULA AIRPORT DISTRICT AND GRANITE ROCK COMPANY FOR THE EAST TSA ACCESS ROAD PAVEMENT REPAIRS

WHEREAS, on June 20, 2024 Resolution 1880, A Resolution Authorizing and Approving the Operating Budget and Capital Budget of The Monterey Peninsula Airport District (MPAD) for Fiscal Year 2025 was adopted; and

WHEREAS, District-Only funded Capital Improvement Projects 2025-03 East TSA Access Road and Short Term Lot Repairs was included as FY25 capital improvement projects; and

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Granite Rock Company for the rehabilitation of the East TSA access road in an amount not-to-exceed \$95,000.00.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 16th day of October 2024 by the following roll call vote:

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

Signed this 16th day of October 2024

Mary Ann Leffel, Chair

A T T E S T

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

MONTEREY REGIONAL AIRPORT
EAST TSA ACCESS ROAD PAVEMENT REPAIRS

AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
MONTEREY PENINSULA AIRPORT DISTRICT AND
GRANITE ROCK COMPANY

This Agreement for Construction Services (“Agreement”) is made and entered into effective this 16th day of October 2024, by and between the Monterey Peninsula Airport District, a California special district (“District”), and Granite Rock Company, a California company (“GRC”).

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

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

NOW, THEREFORE, GRC and District agree as follows:

1. Scope of Service.

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

2. Completion Schedule.

GRC shall provide the construction services described in Schedule “A” the overlay and improvements to East TSA Access Road Pavement Repairs.

3. Compensation.

District hereby agrees to pay GRC for services rendered to District pursuant to this Agreement in an amount not to exceed the amount \$95,000.00.

4. Billing.

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

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

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

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

District shall make payment on each such invoice within forty-five (45) days of receipt; provided, however, that if GRC 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 GRC until forty-five (45) days after a correct and complying invoice has been submitted by GRC.

5. Additional Services.

If additional services are requested by District, GRC shall advise District in writing of the cost of and estimated time to perform the services. GRC shall not proceed to perform any such additional service until District has determined that such service is beyond the scope of the basic services to be provided by GRC, is required, and has given District's written authorization to perform. Written approval for performance and compensation may be granted by the Planning & Development Department.

6. Responsibility of GRC.

(a) By executing this Agreement, GRC agrees that GRC is apprised of the scope of work to be performed under this Agreement and GRC agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, GRC further agrees and warrants to District that GRC 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 GRC to do and perform GRC's work. GRC further agrees and warrants that GRC 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) GRC shall assign a single project director to have overall responsibility for the execution of this Agreement for GRC. [insert name] is hereby designated as the Principal-In-Charge for GRC. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of the Planning & Development Department.

7. Responsibility of District.

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

(a) Assist GRC by placing at GRC'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 GRC to enter upon public and private property as required by GRC to perform GRC's services.

(c) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by GRC, 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 GRC.

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

(e) Give prompt written notice to GRC 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.

8. Acceptance of Work Not a Release.

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

9. Indemnification and Hold Harmless.

GRC 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 GRC, GRC'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 GRC 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. GRC 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.

10. Insurance.

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

(b) GRC shall maintain the following limits:

General Liability

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

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

Automobile Liability:

Combined Single Limit Per Occurrence \$1 million

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

Workers Compensation Full Liability Coverage

Professional Errors and Omissions \$1 million (no more

GRC shall not disclaim responsibility or avoid liability for the acts or omissions of GRC's subcontractors or other professional GRCs. The retroactive date of the policy must be shown and must be before the date of the Agreement.) than \$25,000 deductible)

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

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

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

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

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

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

11. Access to Records.

GRC shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to the work performed for District under this Agreement on file for at least three years following the date of final payment to GRC 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 GRC's usual and customary business hours. GRC shall provide proper facilities for such access and inspection.

12. Assignment.

It is recognized by the parties hereto that a substantial inducement to the District for entering into this Agreement was, and is, the fact that GRC has been recognized by the District to be capable and qualified to perform the work outlined in Schedule "A". This Agreement is personal to GRC and shall not be assigned by GRC without express written approval of District.

13. Changes to Scope of Work.

District may at any time and, upon a minimum of ten days written notice, seek to modify the scope of basic services to be provided under this Agreement. GRC shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. The rate of compensation shall be

based upon the hourly rates shown in Schedule "A" of this Agreement. Upon agreement between District and GRC as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and GRC shall constitute notice to GRC to proceed with the changed scope.

14. Compliance with Laws, Rules, and Regulations.

Services performed by GRC 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.

15. Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of GRC, GRC's employees, agents, or subcontractors by federal or state law, GRC 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.

16. Schedules Incorporated.

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

17. Independent Contractor.

It is expressly understood and agreed that GRC, 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. GRC shall refrain from representing, at any time or in any manner, that GRC is an employee or agent of District.

18. Integration and Amendment.

This Agreement represents the entire understanding of District and GRC 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.

19. 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.

20. 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.

21. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give GRC written notice to proceed with the work. Such notice may authorize GRC 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, GRC shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

22. 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 GRC, as provided herein, for the services rendered by GRC in connection with which such materials were prepared

23. Subcontractors.

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

24. Termination.

(a) District may, for any reason whatsoever, upon written notice to GRC, terminate this Agreement. Upon termination GRC shall be entitled to payment of such amount as fairly compensates GRC for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Schedule "A," except that in the event of termination by District for GRC's default, District shall deduct from the amount due GRC the total amount of additional expenses incurred by District as a result of such default. Such deduction from amounts due GRC 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 GRCs for such purposes. In the event that such additional expenses exceed amounts otherwise due and payable to GRC hereunder, GRC shall pay District the full amount of such expense.

(b) In the event that this Agreement is terminated by District for any reason, GRC 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 GRC or prepared by or for GRC or District in connection with this Agreement. Such material shall be delivered to District whether in completed form or in process; however, notwithstanding the provisions of Section 23 above, District may condition payment for services rendered to the date of termination upon GRC'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 GRC 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.

25. Audit and Examination of Accounts.

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

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

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

26. Notices.

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

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

(b) Written notices to GRC shall, until further notice by GRC, be addressed to:
[Insert name]
Granite Rock Company
Monterey Bay Region
PO Box 50001
Watsonville, CA 95077

(c) The execution of any such notices by the Planning & Development Department shall be effective as to GRC 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.

27. Nondiscrimination.

During the performance of this Agreement, GRC 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. GRC 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.

28. Conflict of Interest.

GRC warrants and declares that GRC 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. GRC 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, GRC shall promptly notify District of the existence of such conflict of interest so that District may determine whether to terminate this Agreement.

29. Headings.

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

30. Multiple Copies of Agreement.

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

31. FAA Requirements.

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

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

Affirmative Action -49 USC § 47123

Equal Employment Opportunity Policy Statement

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

GRC's Obligation

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

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

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

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

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

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

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

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

MONTEREY PENINSULA AIRPORT DISTRICT: GRC:

Michael LaPier, AAE
Executive Director

[Insert name]
Granite Rock Company

Attachment:
Bid Proposal consisting of Two [2] pages.

/



Neill Engineers Corporation
Consulting Engineers
Mission And Fifth-Box LL
Carmel, California 93921
Phone: (831) 624-2110

Re: Proposal for Monterey Regional Airport
Pavement Rehabilitation Project
Access Road Overlay & Pavement Patch Strip

Dear Sherman W Low, P.E.,

Please find the enclosed Graniterock proposal for the Pavement Rehabilitation/Overlay of the Access Road to the east end of the terminal building including a pavement patch strip in the short-term parking lot.

This proposal includes:

- General Prevailing Wages as determined by the California Department of Industrial Relations.
- Required Bid Schedule (See Next Page)
- Subcontracted Work: Pacific Northwest Oil will be providing Tack and Pavement Fabric.
- Work is anticipated to be performed in Late October / Early November.
- All work is figured during standard daytime hours.
- A bid bond is not included as it was not required for this proposal.

We appreciate being allowed to participate in this letting and looking forward to performing the work.

Please contact Robert Rosas at (408) 574-1429 or rrosas@graniterock.com if you have any questions.

Thank You,
Graniterock Inc.

Robert Rosas
Senior Estimator

Graniterock License #22 DIR#100000239

**Material Supplier / Engineering Contractor
License #22**

San Jose Office
5225 Hellyer Avenue, Suite 220
San Jose, CA 95138
Phone 408.574.1400
Fax 408.365.8349

SFO Office
875 Mahler Road, Suite 280
Burlingame, CA 94010
Phone 650.615.0306
Fax 650.615.0338

Concord Office
5650 Imhoff Drive, Suite E
Concord, CA 94520
Phone 408.574.1400
Fax 408.365.9548

Monterey Bay Region
P.O. Box 50001
Watsonville, CA 95077
Phone 831.768.2700
Fax 831.768.2701



**MONTEREY REGIONAL AIRPORT
BID SCHEDULE**

**PAVEMENT REHABILITATION
ACCESS ROAD TO
EAST END TERMINAL BUILDING
& PATCH PAVEMENT STRIP**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	Lump Sum	\$ <u>9,500.00</u>	\$ <u>9,500.00</u>
2.	Conform Strip	Lump Sum	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
3.	Patch Pavement with 4" thick AC for access road	1,000 S.F.	\$ <u>7.00</u>	\$ <u>7,000.00</u>
4.	Patch Pavement with 4" thick AC for parking lot adjacent to PCC roof parking	290 S.F.	\$ <u>7.00</u>	\$ <u>2,030.00</u>
5.	Paving Fabric including asphalt binder	9,500 S.F.	\$ <u>0.80</u>	\$ <u>7,600.00</u>
6.	3" thick AC Overlay	190 Tons	\$ <u>320.00</u>	\$ <u>60,800.00</u>
7.	Raise Drainage Inlet	1 EA	\$ <u>2,770.00</u>	\$ <u>2,770.00</u>
8.	Raise Clean-out	1 EA	\$ <u>800.00</u>	\$ <u>800.00</u>
9.	Paint Stop Bar, Stop Legend and "No Parking Zone" Stripes - 2 coats	Lump Sum	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
			TOTAL \$	<u>95,000.00</u>

Note:

Quantities shown are approximate for bid comparison purposes. Final payment shall be made based on the actual quantities of work completed, as measured in field or by weigh tags (for asphalt concrete overlay).

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Approval of Agreement for Executive Search Services

BACKGROUND. The Executive Director has announced his retirement from the Airport, which will occur on June 6, 2025. As a result, the Board directed staff to obtain a quote from ADK Consulting, Inc., the nation's premier executive search firm for executive airport personnel, to conduct a national recruitment for a new executive director for the Airport. The Board will consider acquiring the services of an executive search firm, ADK Consulting Inc. ("ADK"), to assist in the national advertising and recruitment for a new executive director.

STAFF ANALYSIS. ADK is a widely known executive search firm located in Florida, which specializes in management and executive level recruiting for airports. After contacting numerous references, and based upon prior experience, staff has determined that ADK is an excellent executive search firm, which has successfully recruited candidates for management positions in airports across the United States, including the Airport's current Executive Director.

ADK is experienced in ascertaining the qualities and skills which the Board will desire a successful candidate to possess. ADK also has a very good record of finding successful candidates to fill the positions for which it is engaged to conduct a search. In addition, ADK's guarantee provides the security to the Board that if the candidate leaves or is removed by the Board during the first year, ADK will perform another search at a reduced cost, or no cost, to the Airport depending on the time of departure.

FISCAL IMPACT. General Fund expenditure of approximately \$50,000 (45,306.00 for the Executive Search services; travel expenses are an additional charge).

RECOMMENDATION. Staff recommends approval of the Professional Services Agreement with ADK Consulting.

ATTACHMENT.

ADK Consulting Executive Search Professional Services Agreement
Exhibit A – ADK Consulting Proposal for Full Service Executive Searches for Monterey Peninsula Airport District Executive Director



PROFESSIONAL SERVICES AGREEMENT

Services

This Professional Services Agreement (hereinafter referred to as “Agreement”) is made and entered on this ____ day of October 2024 between the Monterey Peninsula Airport District (hereinafter “Client”) and ADK Consulting, Inc. (hereinafter “ADK”) to conduct a Full-Service Executive Search for a new Executive Director. ADK agrees to provide executive search services to Client in accordance with ADK’s Proposal for a Full-Service Executive Search (Exhibit A attached) dated October 4,2024 and other services that may be requested from time to time and agreed upon in writing signed by the Parties.

Fee

The professional fee for a Full-Service search performed under this contract is \$45,306.00. We do not charge an additional fee that is based on benefits, bonuses or any other compensation for the position.

Installments for Full-Service searches are:

- Installment 1: \$15,102.00 billed immediately and due upon brochure posting.
- Installment 2: \$15,102.00 due 30 days after recruitment handout posting.
- Installment 3: \$15,102.00 due after contract completion, plus any travel expenses incurred by ADK for travel requested by Client.

Travel Expenses

The professional fees above do not include any travel related expenses. Upon Client’s request, ADK will travel to client’s location as part of the search process and invoice for related expenses at cost.

Options

If Client desires that ADK perform additional services, we will provide a quote to you for any additions to the Work Scope you may need or bill on a time and material basis at our rate of \$175.00 per hour.

Background checks are optional. Background checks are performed by our 3rd party provider, ISP Pro Mesa. Checks include criminal, credit, education, and motor vehicle checks. Checks normally take 3-5 business days to complete after receipt of consent from candidate. Background checks can be provided at \$300.00 per candidate upon request from Client.

Additional Recruitments

Any additional staff placements by Client that occurs within 12 months of a placement whereby the candidate was identified in this specific recruitment process, shall incur an additional fee of \$10,000.00 for this full-service search.

Compensation Parameters:

- We do not add any overhead fees to the fees described above.
- This is not a contingency search. ADK's fees are consistent with the standards of the retained search profession.
- ADK is due full payment of the professional fee above regardless of the source of the candidate chosen by Client to fill the position.
- Out-of-pocket expenses, as approved and requested by Client in writing, for ADK travel, lodging, and search committee meeting expenses are billed separately at cost.
- There is no charge for video recordings.
- We do not charge an additional fee for administrative and clerical support, teleconferencing, office copies, and computer/telephone usage.
- We do charge, at cost, for reproduction, binding, and courier services if requested by Client.
- All deliverables are provided to Client at no cost electronically.
- Reimbursement of candidate travel expenses is the responsibility of Client.

Contract Completion

Contract for this search is completed when Client has selected a finalist for the position being filled and candidate has accepted the offer of employment.

Insurance

ADK hereby certifies that it possesses a Commercial Liability policy and Worker's Compensation policy with The Hartford and a Professional Services Liability policy with the Philadelphia Insurance Companies. Upon request, ADK will provide evidence of insurance to Client.

Principal Consultant

ADK will designate a Principal Search Manager upon execution of this agreement who will have the authority to act on behalf of ADK. Client has the right to approve or not approve any proposed replacement of the Principal Search Manager. Mr. Doug Kuelpman, President / CEO is your contact for contractual or financial matters, or any situations that may need assistance above the level of the Principal Search Manager.

Termination

Both Parties retain the right to terminate this Agreement at any time. Upon termination notice, ADK will cease work and provide documentation of work completed to date of termination. ADK will be compensated for all activity (professional fees) that has been performed at the date of termination per the terms of this Agreement, on a pro-rata basis.

Indemnification

ADK shall indemnify and hold harmless Client and their respective officials, board members, employees, associates, and representatives from any and all liabilities, costs, or damages (including reasonable attorneys' fees) that may arise from any action or inaction of ADK's officials, employees, associates, and representatives in connection with the performance of the services outlined herein.

Notices

Any and all notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, and addressed as follows:

Monterey Peninsula Airport District
200 Fred Kane Drive, Suite 200
Monterey, CA 93940


ADK Consulting, Inc.
PO Box 330906
Atlantic Beach, FL 32233

Applicable Law and Venue

This Agreement will be construed in accordance with the laws of the Maryland. Any action brought pursuant to this Agreement will be in Montgomery County, MD.

Agreed

Signature: _____
Mary Ann Leffel
Chair
Monterey Peninsula Airport District

Signature:  _____
Douglas R. Kuelpman
President / CEO
ADK Consulting, Inc.

Date: _____

Date: _____

EXHIBIT A

**Proposal for Full-Service
Executive Search Services**

**Monterey Peninsula
Airport District**

Executive Director

by

ADK Consulting and Executive Search

October 4, 2024

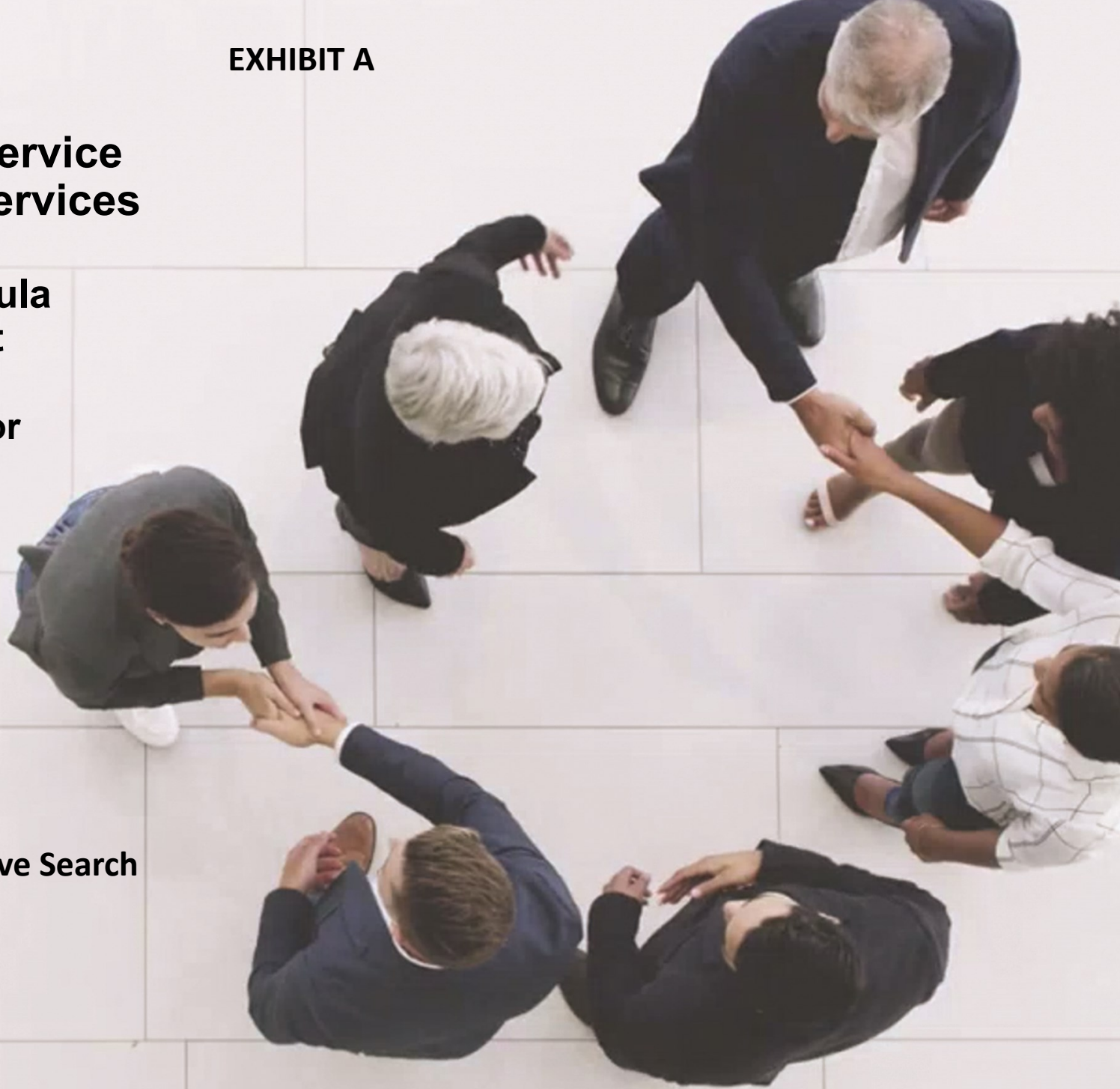


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Proposal for Full-Service Executive Search Services

Monterey Peninsula Airport District

Executive Director

October 4, 2024

ADK Consulting & Executive Search (ADK) is pleased to offer its Full-Service executive search services in response to a verbal request for a proposal for executive search services. This proposal is based on our regular recruitment process for a full-service search.

ADK Consulting & Executive Search

Objectives

The objective of our ADK Team is to assist in filling your position with the best talent and cultural fit available.

We believe that working collaboratively and understanding your organization, the position to be filled, and the needs of the District are critical to finding the best fit candidates for Client.





Executive Summary

ADK is an industry leader in executive recruiting and organizational development. Our roots date back to our incorporation in 2003 in Jacksonville, FL. Our early success in identifying and providing outstanding leaders not only enhanced our clients' organizations but made a positive impact on their communities and regions. Many of our executive placements are recognized as top leaders in the industry affecting policy, best practices and legislation on the national level.

For more information, please see Introduction to ADK (link)... [Our Expertise Is Finding Leaders](#)

The testimony for any search organization is the success and repeat business that has been achieved between them and their clients. Repeat clients account for over 80% of our projects since 2003. We are honored that we have performed multiple searches for many of our clients and are the "go to" firm for their ongoing HR solutions.

Our Expertise

Our expertise is developing an understanding of the unique culture of our clients' organizations and partnering to help reach their current and future talent needs. Our role is to connect leaders with opportunities that allow them to be engaged, challenged in a positive way, and be rewarded for their contributions. We focus on top talent that makes a difference because we see our clients as partners. Their success is our success.

ADK works in both private and public sector industries including private equity, aviation/aerospace/vertiports, transit, parking & mobility, ports, cities, counties, national and state trade associations. Over the past 21 years, we have provided almost 600 senior and executive level recruitments, conducted organizational evaluations, and provided compensation studies. Our body of work and reputation has allowed us to expand our outreach to work for many organizations in the transportation industry affiliated with airports, aviation, parking, cities, and counties while working in both the public and the private sector.

ADK Team

The ADK Team, with 25 professionals, has decades of experience in executive recruitment, business management, board experience, organizational leadership, and compensation studies, just to name a few. We have the knowledge and expertise to recruit the best fit executives for our clients and continually strive to exceed both client and candidate expectations. The ADK Team is fully committed to providing the highest level of service and results in the recruitment and development of your leadership team.

Key Elements for Every Search

Our focus is on top performers directing our principal energy and attention to the candidates who show highest potential of a good match for the position we are recruiting. At ADK, we target and identify top performing industry professionals who demonstrate a proven track record of success and best cultural fit for your organization. ADK's recruitment plan on the following pages can be tailored or amended to meet the Client's needs and/or expectations.

Communication:

We strongly believe that communication with our clients and candidates is essential to a successful search. Throughout the search, we communicate with our clients and candidates so that we all have the same shared expectations.

Strategy Discussion:

At the start of the search we schedule a "Strategy Discussion" that includes our client (Hiring Manager and/or Executive Sponsor) and those associated with the search and ADK Team members that will work closely on the search. We will collectively develop the profile of what you are looking for in your new hire, discuss your expectations, express your priorities for the position, and define the exceptional qualities that you want to see in your new hire. ADK works with our clients to gain an understanding of their organization and the community in which they live and work. The information we gather will help our team build their strategic approach for sourcing. We develop a recruitment brochure identifying the company, location, and position characteristics and qualities being sought by Client. The brochure will be approved in advance by Client and disseminated to prospective candidates identified in our sourcing process.

Direct Sourcing and Team Approach:

Every search is touched by multiple members of our team working collaboratively on all of our searches. The Senior Project Manager and Project Team who are responsible for your search thoughtfully create a target list of known potential candidates and a list of organizations that will most likely provide the best fit candidates for the position. Our team has an incredibly large network in the industry and first-hand knowledge of key leaders and resources throughout the country. Our role is to make the opportunity known to passive candidates. Personal contact is critical to success in recruiting these candidates.

Unmatched Database:

We have been developing a database of industry professionals since 2003. We electronically contact over 70,000 opt-in subscribers announcing our searches through our widely read e-newsletter. We believe our database is unmatched because we make a concerted effort to keep contact information current and continually add new subscribers through our website and new applicants for our many C-level searches.

Key Elements for Every Search

Our focus is on top performers... (Continued)

Internal Candidates and External Candidates:

We are your partner in this search irrespective of the source of the candidates. Many of our searches include internal candidates and our client has the opportunity, should they choose, to see how their internal candidates compete on the national level. If candidates are generated internally or if Client receives recommendations or applications/résumés directly, they should be referred to ADK to be included in the overall candidate pool. All candidates are assessed on their own merits.

Applicant Tracking System (ATS):

Candidates submit directly through our website to our secure online applicant tracking system, iCIMS, that is used by companies such as Amazon and Microsoft. At this location, candidates are requested to respond to initial screening questions that give us additional information about their background and qualifications related to the position that are not necessarily obvious in their résumé. Our screening process moves through various phases where our Project Manager advances the candidates to next steps including written responses to essay questions and self-directed video interviews. Top candidates and their screening materials are shared with our client through our dedicated Confidential Client Portal when Client wants to see them.

Diversity, Equity, and Inclusion:

We are committed to the advancement of the principles of diversity, equity and inclusion. We believe that the most diverse candidate pool starts with our own intentional, thoughtful and targeted personal outreach which is an extremely important role and responsibility of our ADK Team. Our firm belief is that organizations that employ/promote people of different genders, ages, races, cultural backgrounds, languages and national origins offer creativity, problem-solving, engagement, innovation, strategic thinking, better decisions and improved results. Our role and commitment to ourselves and to our clients is to promote an inclusive culture where every individual is valued, respected, and supported and everyone has the opportunity to achieve their potential.

Notification:

ADK has an outstanding reputation for keeping candidates respectfully apprised of their status throughout the search process. After the search, those who seek guidance as to their possible shortcomings are given a courteous and professional response. Many candidates have expressed appreciation over the years for our thoughtful, helpful guidance.

Work Scope

Phase 1: Candidate Pool Development

Candidate Pool Development

1.0 Startup and Recruitment Handout Development

ADK will assist Client in the review of the Job Description (JDs) and provide suggestions as appropriate as part of the project startup strategy. Then we will develop a comprehensive and outstanding recruitment brochure that reflects on the position we are filling for Client. Other recommendations will be accepted as well and approved by Client. The brochure allows interested candidates to learn about the position, the company, and the requirements that establishes what is your ideal candidate. The approval of the recruiting handout is the “official kick-off” of the search campaign

1.1 ADK Network and Direct Sourcing

ADK retains staff who are specialists for a reason. We are widely known throughout the aviation industry, have personal knowledge of available talent, and know what the typical requirements are for the positions we are retained to help fill. We use our direct outreach process to actively recruit qualified and diverse candidates for this position.

Many of the most talented candidates we have placed come from our direct sourcing and targeted outreach through personal and direct telephone contacts, our industry leading e-newsletter, and the multiple recruiting licenses we have on LinkedIn. We add additional recruiting platforms to our outreach that are specific to the type of position being filled.

Our role is to make this position known to a wide universe of potential applicants and to cultivate an interest in the vacancy. The quality and diversity of the final list of candidates is totally dependent on the qualifications of the initial candidate pool; hence, the amount of time we spend on candidate pool development is critical to the success of our search process.

1.2 Marketing & Advertisement

In addition to the sourcing mentioned in 1.1 above, we will post electronic recruiting ads with organizations or other mediums utilizing the information developed in our brochure. We also post the open position on our website and multiple times through our e-newsletter list. Our intent is to capture passive candidates through our ADK e-Newsletter that is widely read , and through our team strategy and targeted approach.

Work Scope

Phase 2: Screening

ADK uses a variety of tools to assesses all candidates, internal and external. Through our vetted and thorough screening phases, we assess background and skill sets, level of enthusiasm for the position, cultural and personality fit, reputation, and leadership style. We determine the closest match to background and experience that is relevant to the position.

Level 1 Screening

2.0 Job Specific Questionnaire:

These questions are the first screening questions that are presented to the candidates at the time they apply. They are quick multiple choice questions that tell us whether the candidate meets the minimum qualifications for the position as developed with Client's input.

2.1 Résumé Review:

Résumés are reviewed by the Project Manager and other team members assigned.

2.2 Next Steps:

Top candidates meeting the qualifications and expectations are moved to the next stage of ADK's screening process.

Work Scope

Phase 2: Screening

Level 2 Screening

2.3 Questionnaire

Candidates who meet minimum qualifications will be asked to respond to a few essay questions at this point. These supplemental responses give us additional insight into the candidates, how they think, an example of their written communication skills, and more information than is typically found in a résumé.

2.4 Video Recordings

We provide a short video interview snippet to gain insight into a candidate's presence and demeanor.

2.5 Review of Essay Questionnaires & Video Recordings

The ADK Project Manager and associated team members review all Essay Questions and Recorded Video Interviews. We are very flexible and understand that Client may wish to modify this or any other part of our search process.

2.6 Conversations

The Project Manager explores any areas that may need to be clarified through personal conversations with the top candidates.

2.7 Client Consultation

Multiple conversations with Client are anticipated to insure our process and Client's expectations are in sync. ADK provides a selective, well thought out, insightful and intelligent process for the Client. Candidate submittals and screening results are made available in real-time for easy viewing by Client through our Confidential iCims Client Portal. Recommendations are made to Client for next steps in the client screening process. ADK understands that this is a very important and strategic move for the search process and for the Client.

2.8 Deliverables

Client and ADK have agreed on candidates that will be moved forward to Level 3 Screening.

Work Scope

Phase 3: Screening

Level 3 Screening

3.0 In-depth Conversational Interviews

Interviews can be conducted a number of ways. If by Client, a panel from the organization could be convened with HR and the Hiring Manager via Zoom with ADK's participation. Conversely, ADK could perform the interviews and provide an executive summary of those interviews to Client. ADK's in-depth interviews are conducted by one of our SHRM certified team members to obtain a better understanding of each candidate's personality, their enthusiasm for the position, communication style, management experience, and leadership style. ADK will assist in the interview process and help set up of the logistics for either choice. ADK will not rank the candidates but will provide comments on strength and weaknesses, as appropriate to move candidates along the process.

3.1 Executive Summaries

If ADK performs the interviews, your Project Manager will provide Executive Summaries on the top candidates that will include all of the information we have developed during the search.

3.2 Internet Media

We research and review any information regarding candidates found in a general internet search of public media information to screen for adverse information that may affect employment. Due to a broad scope of client policies, interpretations, and various legal requirements, we do not include social media checks such as Facebook, Instagram, X, or YouTube in our search. We research and investigate the candidates using various media search engines looking for any questionable items/red flags that need to be considered so there are no surprises.

3.3 References

Verifiable references are generally performed after the selection of the final list of candidates upon request of Client. Professional references give us a great deal of supporting information about the candidates. We look for consistency in remarks and gain insight into how the person is perceived by others in a working environment. These may provide areas to be explored during the final interviews.

3.4 Client Consultation

Consultation with Client and recommendations for final interviews.

Work Scope

Phase 4

Final Interviews

4.0 Assessments

ADK has certified assessors with years of experience in utilizing a variety of assessments. We can conduct a research-validated assessment that offers personal insights into the candidates' motivations and communication styles. Assessments should not be over-weighted in the overall analysis but are simply one more tool in the toolbox. An additional fee will be incurred if assessments are requested by Client. ADK can discuss appropriate assessments for the position with the Client upon request.

4.1 Background Checks

At Client's request, ADK can perform background checks through our third party provider (ISP). Checks include criminal, credit, education, and motor vehicle checks. An additional fee will be incurred if background checks are requested.

4.2 Final Interviews

ADK has years of experience in assisting and conducting final interviews for our clients. We will collaborate with you to assist in the final interview process commensurate with your established processes and preferences. We can assist in helping to plan, prepare the organization for the interviews, handle the logistics for the candidates, and provide specific targeted questions to be used by Client, as needed and if requested.

4.4 Negotiations and Close-out

Negotiations and hiring assistance are natural for us. While some clients prefer to do their own negotiations, we always offer assistance, upon Client request, for all of our searches. This service is as simple as consulting on terms of the offer to providing full negotiations through an acceptance of an offer between the Client and the selected candidate.

Compensation

ADK Professional Fees are for RETAINED SERVICES

The professional fee for a Full-Service search beginning October 2024 and continuing into 2025 under this proposal is \$45,306.00.

Installments for Full-Service searches are:

Installment 1: \$15,102.00 billed immediately and due upon brochure posting.

Installment 2: \$15,102.00 due 30 days after recruitment handout posting.

Installment 3: \$15,102.00 due after contract completion, plus any travel expenses incurred by ADK for travel requested by Client.

The professional fees above do not include any travel related expenses. With client's request and approval, ADK will travel to client's location as part of the search process. Any trips beyond two will incur an additional charge for ADK's Client Manager. Client will be invoiced for applicable travel expenses at cost for any visits to Client's location.

This pricing structure is valid for 150 days from the date of this proposal. Optional add-on services are offered for additional fees if requested.

Terms: Net 30 days.

Continued Next Page...

Compensation (Continued)

Options:

If Client desires that ADK perform additional services, we will provide a quote to you for any additions to the Work Scope you may need or bill on a time and material basis at our rate of \$175.00 per hour.

Background checks are optional. Background checks are performed by our 3rd party provider, ISP Pro Mesa. Checks include criminal, credit, education, and motor vehicle checks. Checks normally take 3-5 business days to complete after receipt of consent from candidate. Background checks can be provided at \$300.00 per candidate upon request from Client.

Additional Recruitments:

Any additional staff placements by Client that occurs within 12 months of a placement whereby the candidate was identified in this specific recruitment process, shall incur an additional fee of \$10,000.00 for full-service searches.

Compensation Parameters:

- We do not add *any* overhead fees to the fees described above.
- This is not a contingency search. ADK's fees are consistent with the standards of the retained search profession.
- ADK is due full payment of the professional fee in USD above regardless of the source of the candidate chosen by Client to fill the position.
- Out-of-pocket expenses, as approved and requested by Client in writing, for ADK travel, lodging, and search committee meeting expenses are billed separately at cost.
- There is no charge for video recordings.
- We do not charge an overhead fee for administrative and clerical support, teleconferencing, office copies, and computer/telephone usage.
- We do charge, at cost, for reproduction, binding, and courier services if requested by Client.
- All deliverables are provided to Client at no cost electronically.
- Reimbursement of candidate travel expenses *is the responsibility of Client*.

FAQs

➤ **How long will it take to complete the contract?**

The approval of the recruitment handout is the “official kick-off” of the search for the timeline. The time to develop the handout depends on how quickly the client furnishes the necessary information requested by ADK. Once the brochure is ready, a firm timetable can be provided by ADK for the various phases of the Scope of Work while fitting in to Client’s desire schedule. Variables to be considered for the search schedule include the process for Client to confirm and approve the recommended candidates, the establishment of the final interview dates, and the actual interview process itself. Holidays, vacations and conference schedules need to be considered as well. Relocation time for the selected candidate also needs to be considered. It is difficult to provide a firm timeline before we have the opportunity to discuss the various process items with our Client.

A typical timeline for our full-service searches is 3.0 months from Client approved and posted brochure. That does not include Client time for selection, negotiations, or candidate relocation.

➤ **When does the search “officially” begin?**

At the receipt of a Notice to Proceed (NTP). A typical NTP would be in the form of a Purchase Order referencing this proposal, a Task Order from Client or ADK, a simple Services Agreement for execution (ADK has one our clients have used), or a Professional Services Agreement supplied by Client. Any of these will be our “Notice to Proceed”.

➤ **What are best practices to attract and maintain a strong candidate pool?**

Understanding the desired ideal candidate background, level of enthusiasm and traits that fit the culture of the organization are key to develop thoughtful strategies for outreach to develop a strong candidate. Keeping candidates updated on their status on a timely basis is extremely important to maintain the candidate pool. Candidates appreciate being informed and treated with respect and not being left in the dark. They often have other options that we are not aware of and keeping them apprised helps them make better decisions and have a more positive attitude about ADK and our Client. Our Clients’ reputations are as important as our own.

FAQs

➔ Do we have a Placement Guarantee?

Yes...We stand behind our full-service searches with a powerful, but remarkably simple, guarantee. Should a candidate leave (except for health related issues) or be terminated for cause¹ within the first year after they begin their new position, we will conduct another search to replace the individual at:

- No charge if departure is within the first 4 months;
- 30% of the professional fee paid for the initial search after 4 months to 8 months after start date; or
- 60% of the professional fee paid for the initial search after 8 months to 12 months after start date.
- Any travel related expenses approved by Client under the guarantee, would be additional.

¹For cause: Generally considered as intentional acts of fraud, embezzlement, theft, or material violation of law that occurs within the course of employment; intentional damage to organization assets; intentional disclosure of organization confidential information; intentional breach of organization policies; willful conduct injurious to the organization, monetary or otherwise; and/or willful breach of employee's obligations.

➔ Who will be my point of contact and the person responsible for my search?

The Client Manager will have overall project oversight and direct responsibility for the search process and will be selected at the time a Notice to Proceed is received. Doug Kuelpman, President & CEO, will be your primary contact for contracting, financial relationships, and issues that may present themselves extending beyond the Client Manager level. Client has the right to approve any proposed placement or replacement of the Primary Client Manager upon request.

➔ What does Contract Completion mean?

Contract completion means a job offer has been communicated to and accepted by the selected finalist for the search.

Company Address Contact Information

Business Address:

Douglas R. Kuelpman
ADK Consulting, Inc.
PO Box 330906
Atlantic Beach, FL 32233

UPS or Federal Express Deliveries:

Douglas R. Kuelpman
ADK Consulting, Inc.
802 Providence Island Ct.
Jacksonville, FL 32225

Douglas Kuelpman - President/CEO

Phone: (904) 536-8102
Email: doug@adkexecutivesearch.com

Annell Kuelpman - Executive Vice President / COO

Phone: (904) 536-8104
Email: annell@adkexecutivesearch.com

Blake Astran, J.D. - Vice President, Business Operations

Phone: (240) 338-4800
Email: blake@adkexecutivesearch.com

Linda Frankl, A.A.E. - Director, Senior Practice Leader

Phone: (614) 778-2527
Email: linda@adkexecutivesearch.com

ADK Website: www.adkexecutivesearch.com

*Thank you for your consideration!
We look forward to hearing from you.*

AGENDA ITEM: H
DATE: October 16, 2024

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

FINANCE AND ADMINISTRATION.

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

FIRE.

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

OPERATIONS.

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

PLANNING AND DEVELOPMENT.

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

POLICE.

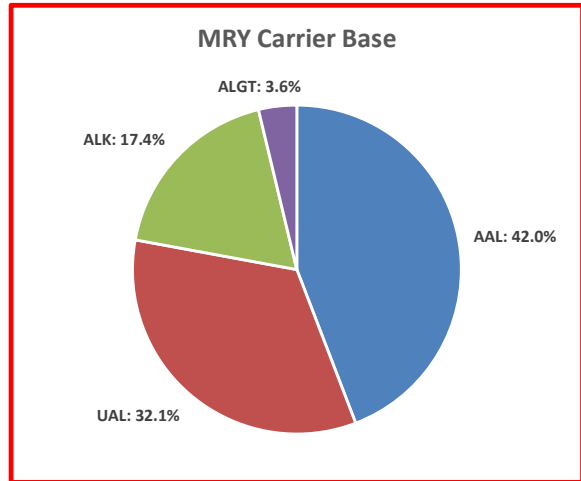
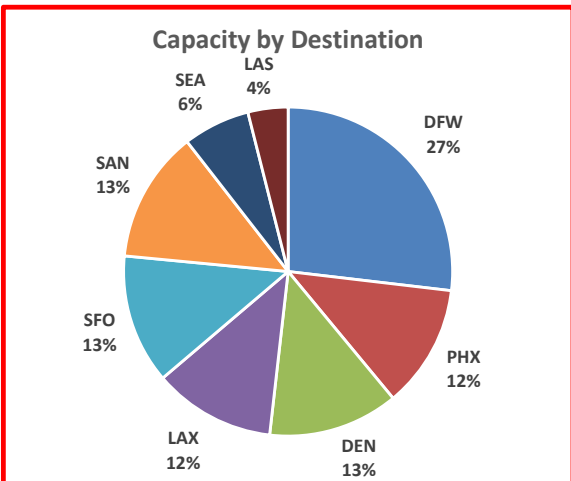
[Police Activity Report by Del Rey Oaks Police Department](#)

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
EXCELLENT	9/21/2024	3:00 PM	Departing	-	American	Love the expedient security line. You could make the charging devices area a little bit more comfortable. The bar stool chairs are a little too far from the counter. Bring a couple of food choices. Add charging capability to the chairs at the gates. Thanks	Marina	CA
POOR	9/16/2024	10:30 PM	Arriving	-	American	I make a point of utilizing the Monterey Airport since I live in the area and would rather fly local than from SJ or SF. My concern is that I use long term parking when I fly. I wasn't aware the long term parking lot had been relocated. I was very concerned about my safety -- landing at 10:30 pm and having to walk to the parking lot - alone - with very poor lighting and no security. I ended up having my nephew meet me at the airport to take me to my car which is an inconvenience to both of us. As an older woman this is concerning to me since I travel multiple times a year. It was concerning enough for me when long term parking was much closer to the terminal and had good lighting. I would like to suggest some safety measures be taken especially if this is going to be the permanent location of long term parking.	Carmel	CA

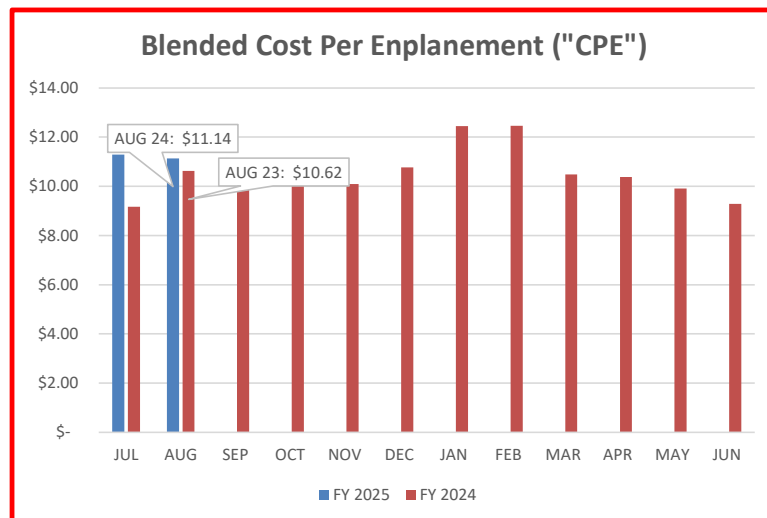
TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Mark Wilson, Controller
SUBJECT: Discussion and Analysis of the August 31, 2024 Financial Statements

KEY OPERATING STATISTICS. FY25 August revenue enplanements were 30,729 (vs. 32,111 budgeted), up 25.4% from the 24,509 in the same period in FY24. August commercial airline landings were less than budgeted (496 actual vs. 501 budgeted). Total Passengers for the month of August were 61,613, up 25% from 49,280 in the same period in FY24. Total aircraft operations for August were 5,488, up from 5,232 in the same period in FY24, and Vehicle exit counts in the parking lots were 12,154, down 0.4% from the 12,208 exit counts in August of FY24.

In August 2024, American Airlines accounted for approximately 42.0% of the passenger enplanements. Monterey Regional Airport's enplaning passenger carrying capacity for August was 41,072 Seats, with an overall Passenger Load Factor of 74.8%.



In August, the Airport's blended CPE was \$11.14, compared to \$10.62 in the same period in FY24. The \$0.52 increase reflects the impact of the increased Rates & Charges implemented in FY25 (\$2.11) and partially offset by the favorable impact from higher enplanements.



LIQUIDITY AND CAPITAL RESOURCES. As of August 31, 2024 the Airport had unrestricted cash and investments of \$13.3M.

As of August 31, 2024 the Airport had Restricted PFC cash and investments of \$0.806M and Restricted CFC cash and investments of \$0.886M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 22.2X. This compares favorably to an overall Airport Industry Benchmark* of 5.43X. Days Cash on Hand (based on FY 25 Budgeted Operating Expenses), was 428, which is 29.1% lower than the overall Airport Industry Benchmark* of 604 Days.

OPERATING INCOME. The Airport's higher than budgeted revenues and lower than budgeted operating expenses in August resulted in an operating income of \$557.4K, which is a favorable variance of \$152.0K to August's budgeted operating income of \$405.4K.

	OPERATING INCOME			
	August 2024 ACTUAL	August 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Operating Revenues	\$ 1,494,896	\$ 1,368,347	\$ 126,549	9%
Operating Expenses	(937,461)	(962,951)	25,491	-3%
Operating Income	<u>\$ 557,436</u>	<u>\$ 405,396</u>	<u>\$ 152,040</u>	<u>38%</u>

REVENUES. August 2024 combined Operating Revenues were \$1,494.9K, which was \$126.5K/9% higher than budget \$1,368.3K. This favorable variance was primarily due to higher rental car concessions, parking lot income and interest income.

	August 2024 ACTUAL	August 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Terminal Revenues	\$ 904,145	\$ 842,862	\$ 61,284	7%
General Aviation	299,297	249,899	49,398	20%
Non-Aviation	198,980	201,309	(2,329)	-1%
Other Operating	27,014	34,145	(7,131)	-21%
Interest Income	65,460	40,133	25,327	63%
Total Operating Revenues	<u>\$ 1,494,896</u>	<u>\$ 1,368,347</u>	<u>\$ 126,549</u>	<u>9%</u>

* Source: Merritt Research Services Benchmark Central - Airport Medians for 2023.

Terminal Revenues:

Commercial Aviation Fees (\$210.5K) for August was lower than budget (\$216.3K) primarily due to lower Landing Fees from United (\$3.4K) and American (\$6.7K). DMA reported fuel sales of 385,192 gallons to the airlines for the month (42% to American, 31% to United, 18% to Alaska, 8% to All Others).

Terminal Rents (\$208.8K) for August was higher than budget (\$202.2K). This favorable variance was primarily due to Sun Country (\$3.7K) and Allegiant (\$2.5K).

TNC Permits, Trip Fees & Peer-to-Peer Rentals (\$39.2K) for August was higher than the budget (\$29.2K) by (\$10.0K)/34%. This favorable variance was primarily due to higher than budgeted TNC Trip Fees (\$7.3K) from Uber.

Terminal Concessions (\$30.1K) for August was materially on budget (\$28.8K).

Rental Car Concessions (\$278.6K) for August was higher than the budget (\$246.6K) by (\$31.9K)/13%. This favorable variance was primarily due to higher than budgeted rental car activity for National, GoRentals, Budget and Enterprise, partially offset by lower than budgeted revenue from Hertz and Avis.

Parking Concession (\$137.0K) for August was higher than the budget (\$119.7K) by (\$17.3K)/14%. Parking Concession revenues for August were budgeted at 12,395 parked cars with an average of \$9.66 net to MPAD. In August, the number of parked cars was lower than budgeted at 12,154 with an average of \$11.27 net to MPAD per car, resulting in a favorable variance.

General Aviation Revenues:

Heavy General Aviation revenues, including landing fees (\$265.8K) for August was higher than budget (\$207.0K) due primarily to higher landing fees (\$15.7K), to higher aircraft parking fees (\$17.7K) and fuel flowage fees (\$25.4K). MJC and DMA reported fuel sales of 227,738 and 256,289 gallons of Jet A, respectively, for the month. MJC and DMA reported 582 and 589 revenue landings, respectively, for the month.

Light General Aviation revenues (\$33.5K) for August was lower than budget (\$42.9K) due primarily to budgeted rent for the Northeast corporate hangar which was not leased in August (\$10.0K).

Non-Aviation Revenues:

Non-Aviation revenues (\$199.0K) for August were materially on budget (\$201.3K).

Other Operating Revenues:

Other Operating revenues (\$27.0K) for August were lower than budget (\$34.1K). This unfavorable variance was primarily due to lower utility chargebacks (\$4K) and tenant parking fees (\$3K).

Interest Income:

Interest Income (\$65.5K) for August was higher than budget (\$40.1K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of \$937.5K for August were lower than the budget \$963.0K by \$25.5K/3%. See the following detailed analysis of significant variances:

OPERATING EXPENSES - BY MAJOR CATEGORY TYPE

	August 2024 ACTUAL	August 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Salaries & Taxes	\$ 268,436	\$ 237,816	\$ (30,620)	-13%
Employee Benefits	146,279	141,515	(4,764)	-3%
Recruitment & Training	5,545	11,051	5,505	50%
Business Expenses	37,192	51,635	14,443	28%
Supplies & Materials	7,174	13,088	5,914	45%
Repairs & Maintenance	29,824	42,179	12,354	29%
Outside Services	281,238	271,377	(9,861)	-4%
Professional Services	64,363	86,726	22,363	26%
Marketing, PR	31,108	53,552	22,443	42%
Utilities	49,071	36,864	(12,208)	-33%
Interest Expense	17,228	17,149	(79)	0%
Total Operating Expenses	\$ 937,461	\$ 962,951	\$ 25,491	3%

OPERATING EXPENSES - BY DEPARTMENT

	August 2024 ACTUAL	August 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Admin & Finance	\$ 232,573	\$ 235,401	\$ 2,828	1%
Planning & Marketing	119,573	133,823	14,250	11%
Maintenance	137,483	147,850	10,367	7%
Operations	71,763	72,483	721	1%
Police	126,362	128,841	2,479	2%
Fire	206,669	198,713	(7,955)	-4%
Board of Directors	19,579	20,985	1,406	7%
Rental Properties	6,231	7,705	1,474	19%
Interest Expense	17,228	17,149	(79)	0%
Total Operating Expenses	\$ 937,461	\$ 962,951	\$ 25,491	3%

Salary & Taxes Expenses (\$268.4K) for August were higher than budget (\$237.8K). This unfavorable variance was primarily due to an executive payout.

Employee Benefit Expenses (\$146.3K) for August were higher than budget (\$141.5K). This unfavorable variance was primarily due to higher CalPERS health premiums.

Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$5.5K) for August was lower than Budget (\$11.1K). This favorable variance were primarily due to timing of travel expense to conferences.

Business Expenses (\$37.2K) was lower than Budget (\$51.6K). This favorable variance was primarily due to timing of LAFCO expense.

Supplies & Materials expenses (\$7.2K) for August were lower than Budget (\$13.1K) by (\$5.9K)/45%. This favorable variance is primarily due to timing of custodial supplies purchases.

Repair & Maintenance expenses (\$29.8K) for August were lower than Budget (\$42.2K) by (\$12.4K)/29%. This favorable variances was primarily due to timing of repair costs on vehicles and equipment.

Outside Services expenses (\$281.2K) for August were higher than Budget (\$271.4K). This unfavorable variance is primarily due to higher Fire services shared costs.

Professional Service expenses (\$64.4K) for August were lower than Budget (\$86.7K) by (\$22.4K)/26%. This favorable variance was primarily due to timing of budgeted audit fees (\$16.7K).

Marketing and Public Relations expenses (\$31.1K) for August were lower than Budget (\$53.6K) by (\$22.4K)/42%. This favorable variance was primarily due to the timing of payments for sponsorships (\$5.7K) and Media Marketing (\$11.8K).

Utilities expenses, combined (\$49.1K) for August were higher than Budget (\$36.9K) by (\$12.2K)/33%. The variance is primarily due to higher than budgeted water expense (\$5.7K), electricity (\$4.1K) and natural gas (\$2.2K).

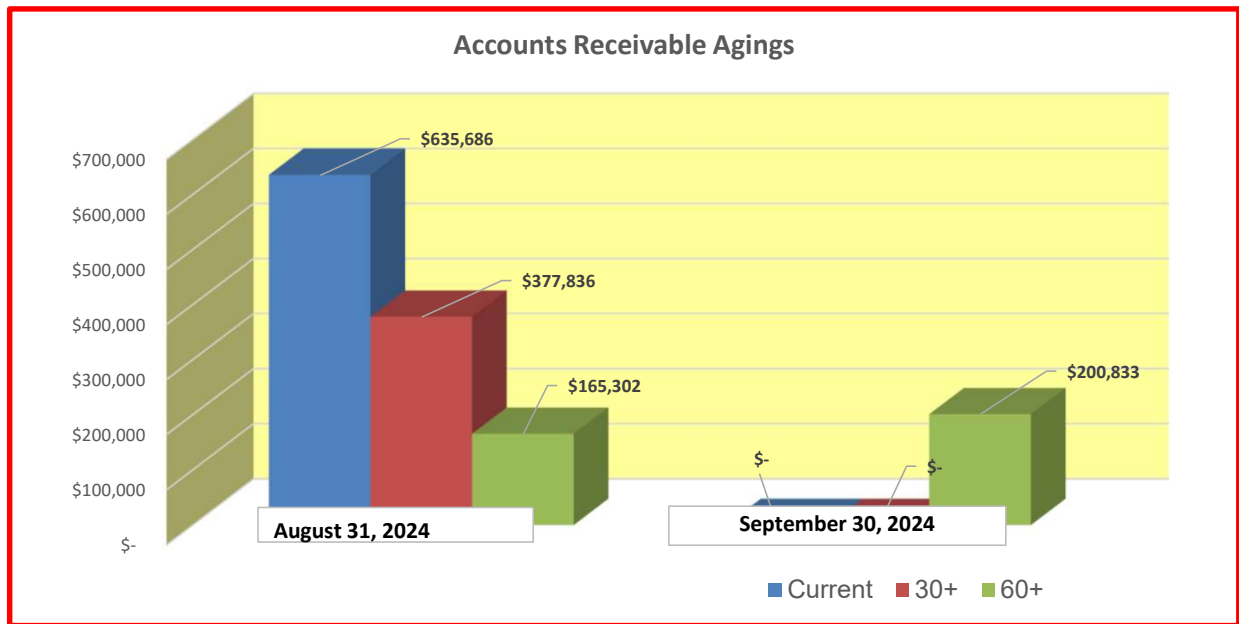
Interest expense (\$17.2K) for August was materially on budget (\$17.1K).

SELECTED BALANCE SHEET ANALYSES:

ACCOUNTS RECEIVABLE. The accounts receivable balance on August 31, 2024 was \$1,178.8K. This balance is \$186.6K or 19% greater than the July 31, 2024 balance of \$992.2K, and \$318.7K/37% higher than the \$860.1K balance on August 31, 2023. The accounts receivable balance over 60 days old on August 31, 2024, was \$165.3K.

Chart 2 below graphically presents the aging of accounts receivable (1) as of August 31, 2024 and (2) prior to the next billing cycle (September 30, 2024).

Chart 2



Total accounts receivable of \$1,178.8K as of August 31, 2024 was comprised of \$370.6K/31.4% from Commercial Airlines, \$266.0K/22.6% from Rental Car companies, \$248.6K/21.1% from FBOs, \$129.7K/11.0% from Parking, \$24.7K/2.1% from the Monterey Hi-Way Self Storage, \$46.1K/3.9% from TNCs and Taxis, \$21.7K/1.8% from Woody's and \$71.4K/6.1% from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of August 31, 2024 of \$33.5K have been reclassified to deferred revenue.

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

Chart 3

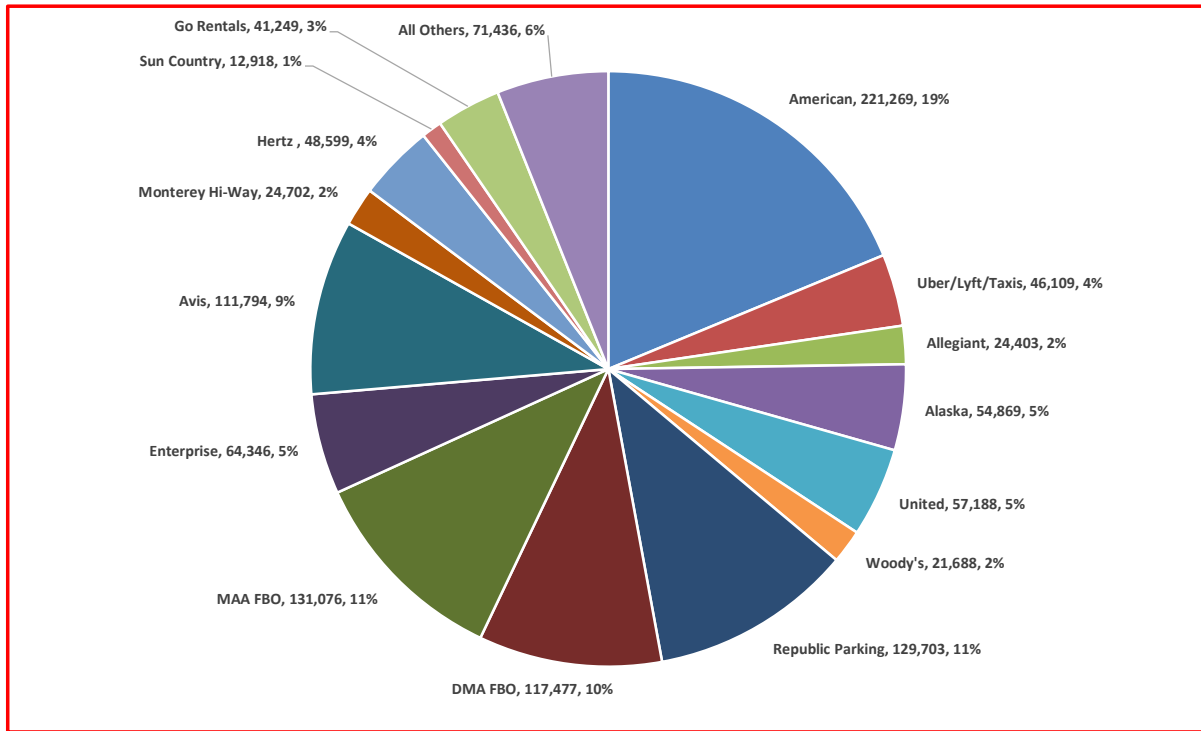
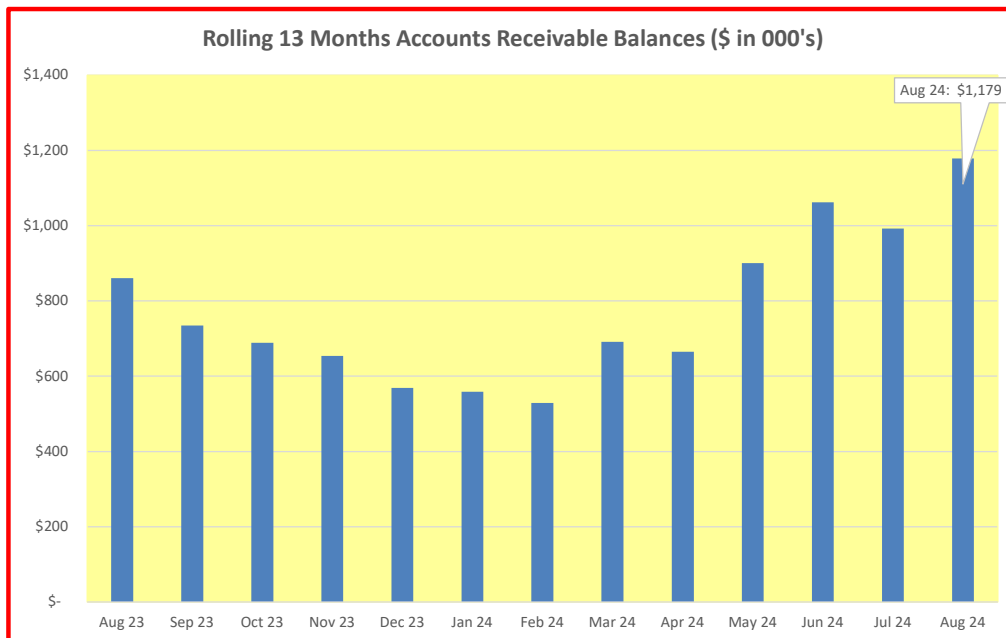


Chart 4 below depicts the total accounts receivable balances for the 13 months from August 2023 to August 2024.

Chart 4

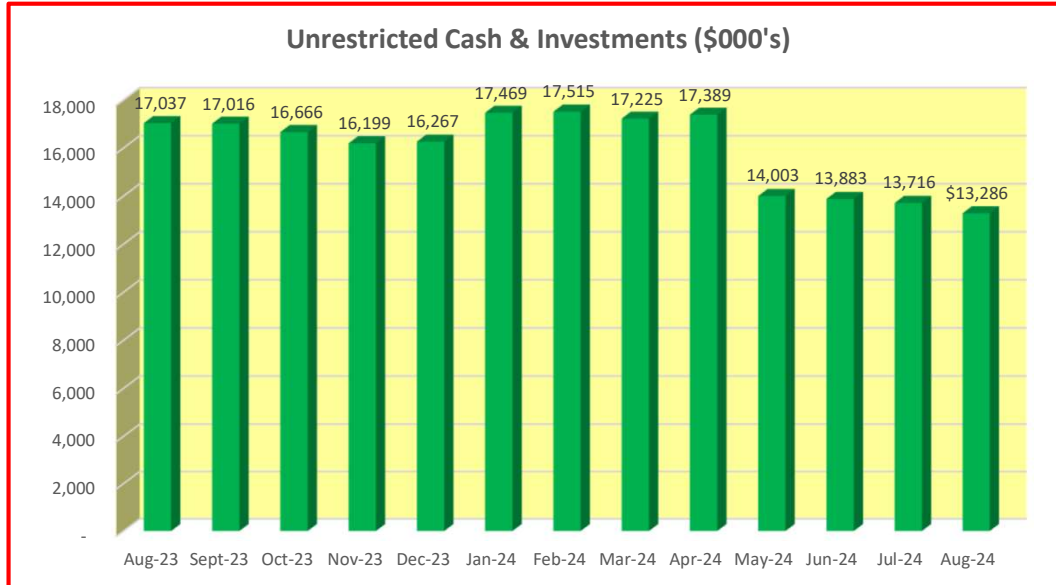


The balance of accounts receivable at month-end aligns with operating revenues in that month. On August 31, 2024, accounts receivable is 78.9% of revenues and the rolling thirteen-month average is 65.1%.

UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on August 31, 2024, was \$13.29M and the unrestricted cash and investments balance on July 31, 2024 was \$13.72M, a decrease of \$0.43M. Cash decrease primarily due to timing of cash flow.

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

Chart 6



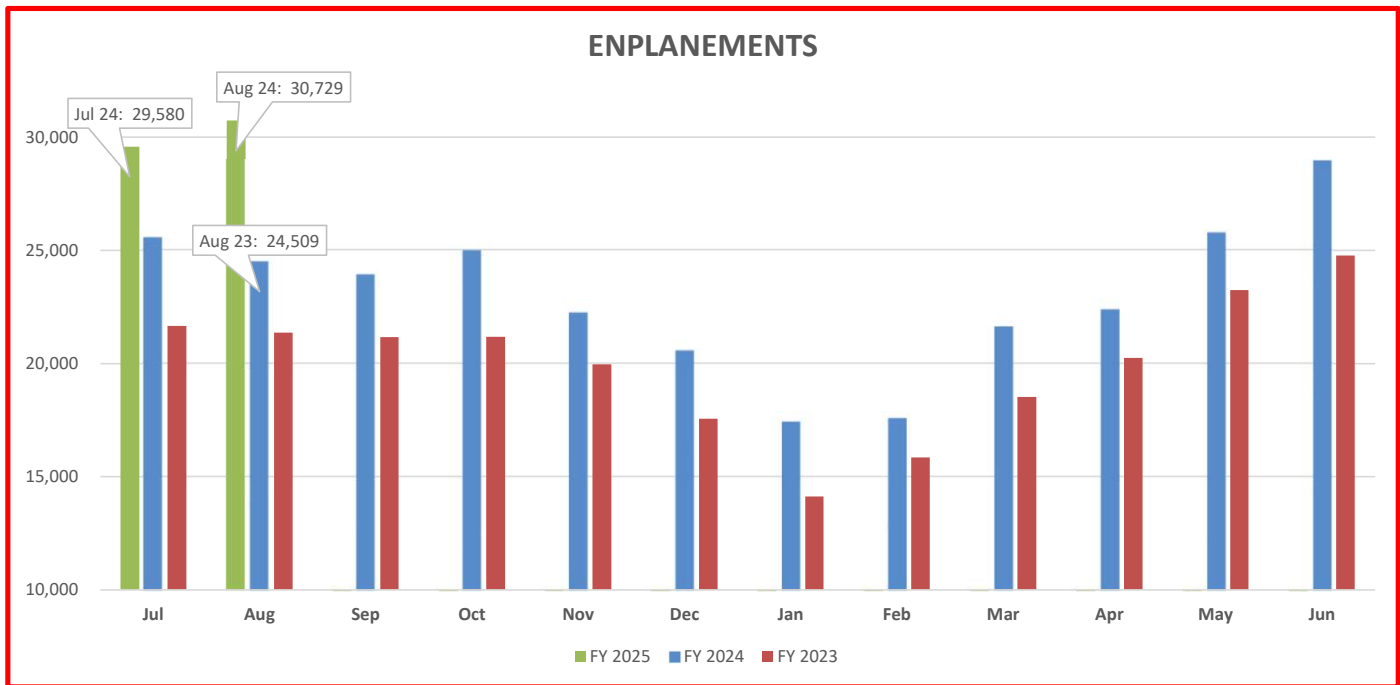
SELECTED OPERATING STATISTICS:

ENPLANEMENTS AND LOAD FACTORS. The table below presents simple load factors for fiscal years 2020 to 2025. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically, annual load factors range from approximately 70% to 77%; FY21 load factors reflect the impact of COVID-19. Commercial Airline aircraft types have a direct impact on capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors sustained or increased, which indicates that customers are willing to use the services offered by the Airlines.

Fiscal Year	August 31, 2024				FYTD			
	Load Factors	Enplanements	Capacity/ Available Seats	Flights	Load Factors	Enplanements	Capacity/ Available Seats	Flights
2025	74.8%	30,729	41,072	496	75.0%	60,309	80,398	968
2024	75.4%	24,509	32,490	391	76.7%	50,065	65,298	784
2023	77.8%	21,361	27,446	404	77.1%	43,026	55,774	821
2022	73.2%	20,459	27,952	396	78.1%	41,379	53,008	750
2021	42.0%	5,816	13,860	193	43.8%	11,422	26,066	361
2020	75.3%	21,823	28,970	437	74.7%	43,932	58,848	878

Chart 7 below presents a comparison of monthly enplanements for FY 2025 to all FY 2024 and FY 2023 enplanements (which reflect the seasonality of the Airport's business cycle). When comparing enplanements for August 2024 of 30,729 and July 2024 of 29,580, enplanements increased by 1,149. When comparing August 2024 to August 2023, enplanements increased by 6,220/25.4%: 30,729 vs. 24,509.

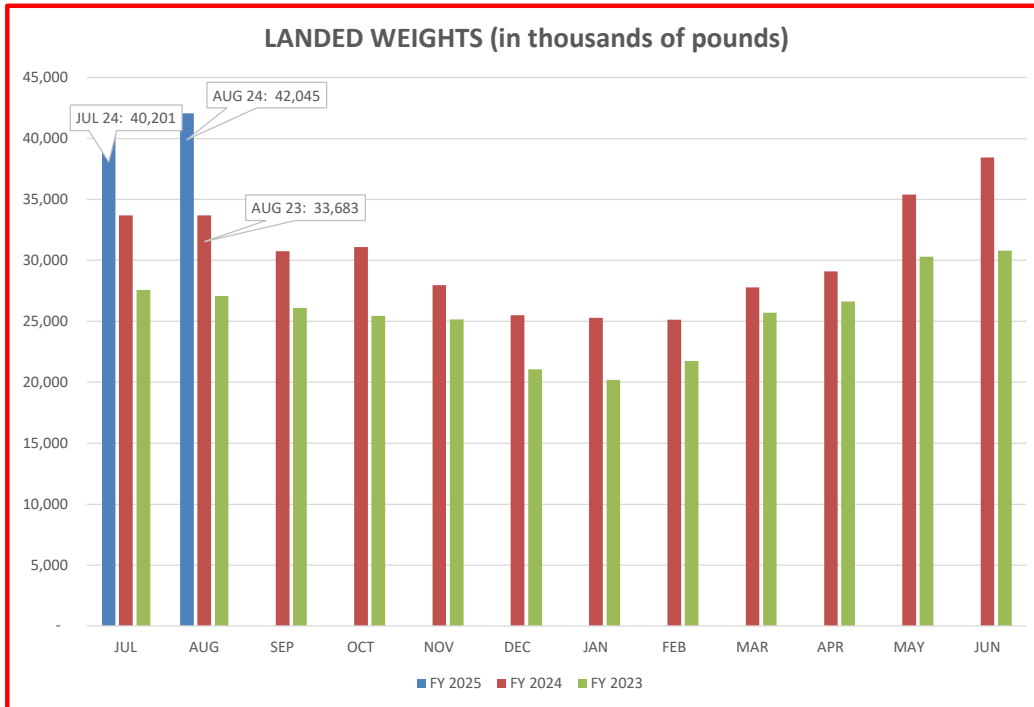
Chart 7:



LANDED WEIGHTS. Chart 8 compares the Airport's landed weights for FY 2025 to FY 2024. We anticipate landed weights for FY 2025 to increase as American continues up-gauging with heavier aircraft (the Mainline A319 has a MGLW of 137,788 pounds, as compared to a MGLW of 74,957 pounds for the Regional Embraer 175).

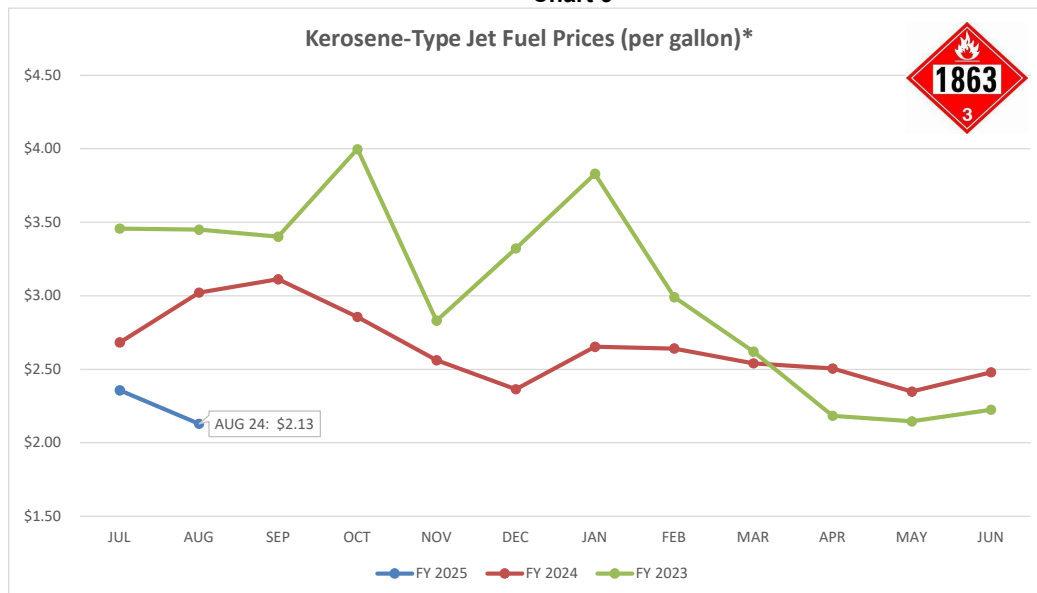
Total landed weights for August 2024 were 42,045K pounds, an increase of 8,362K pounds over the 33,683K pounds landed in the comparable period in FY24, and an increase of 1,844K pounds over the 40,201K pounds landed in July 2024, due primarily to the anticipated increase in seasonal demand and additions of flights (496 in August vs. 472 in July).

Chart 8



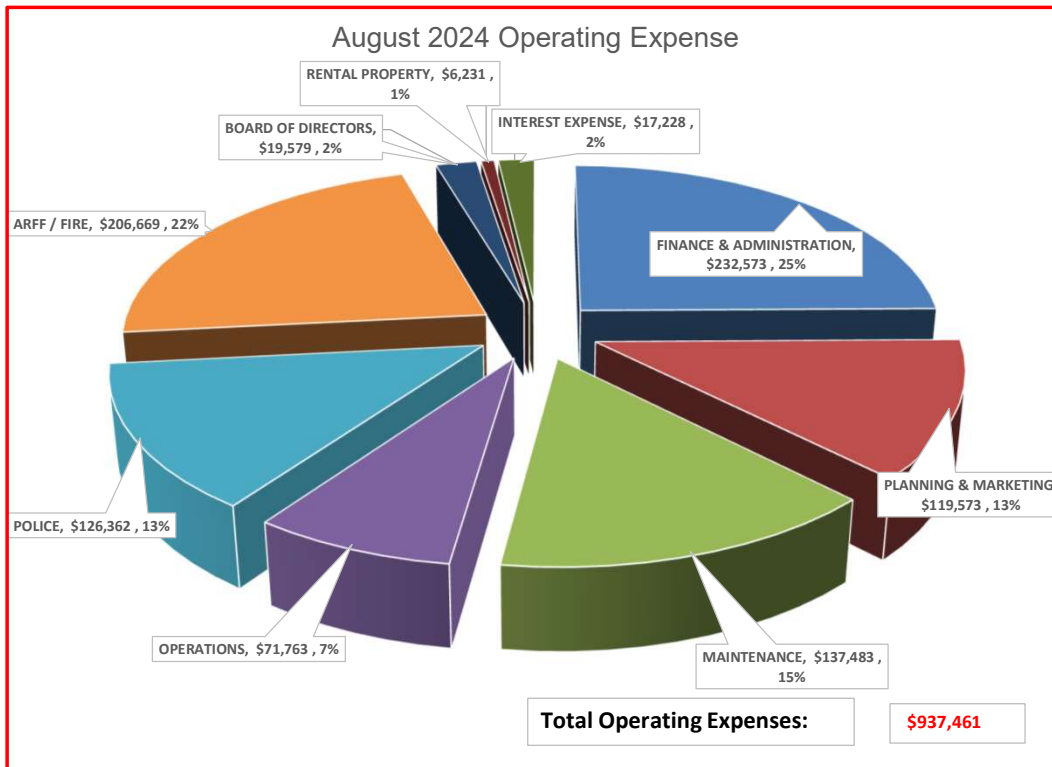
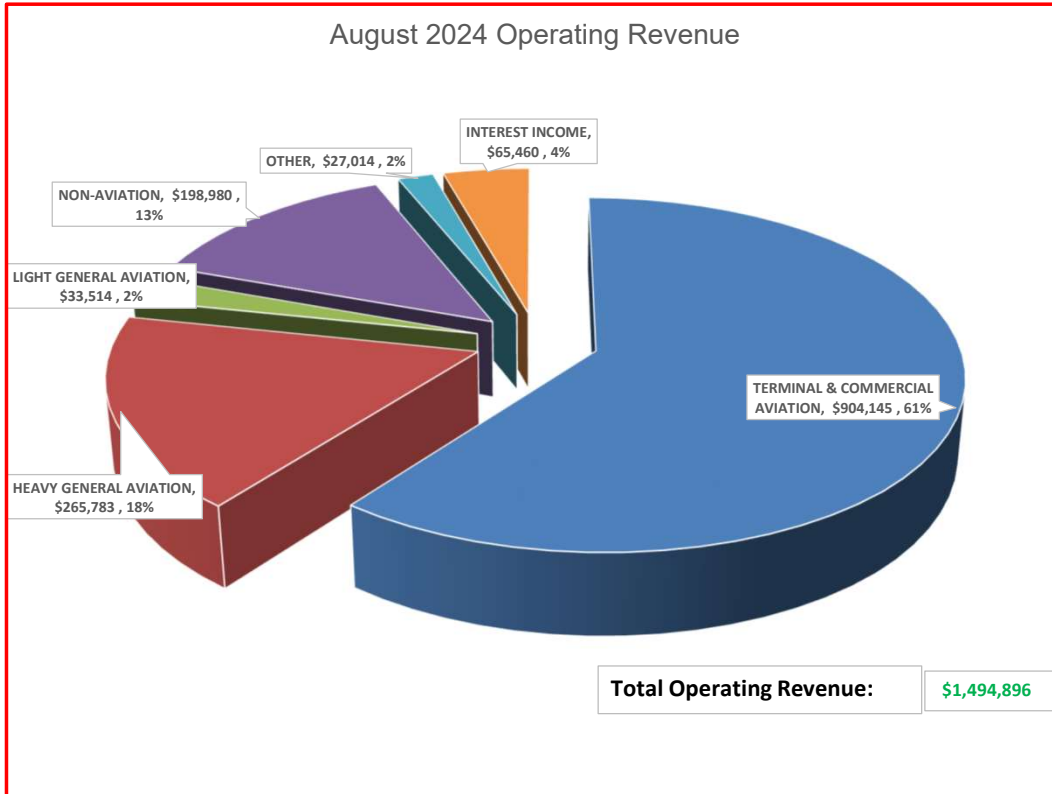
JET FUEL PRICES. Fuel (after crew costs) is an airline's largest operating cost, comprising as much as 29% of operating expenses. Rising fuel costs may put negative pressure on air carrier profitability, and as such it is an important macro indicator. Jet Fuel Prices are 100% correlated to fluctuations in crude oil spot prices, plus fluctuations in the Crack Spread (the Refinery's margin). **Chart 9** tracks the historical wholesale prices over the last 3 fiscal years.

Chart 9

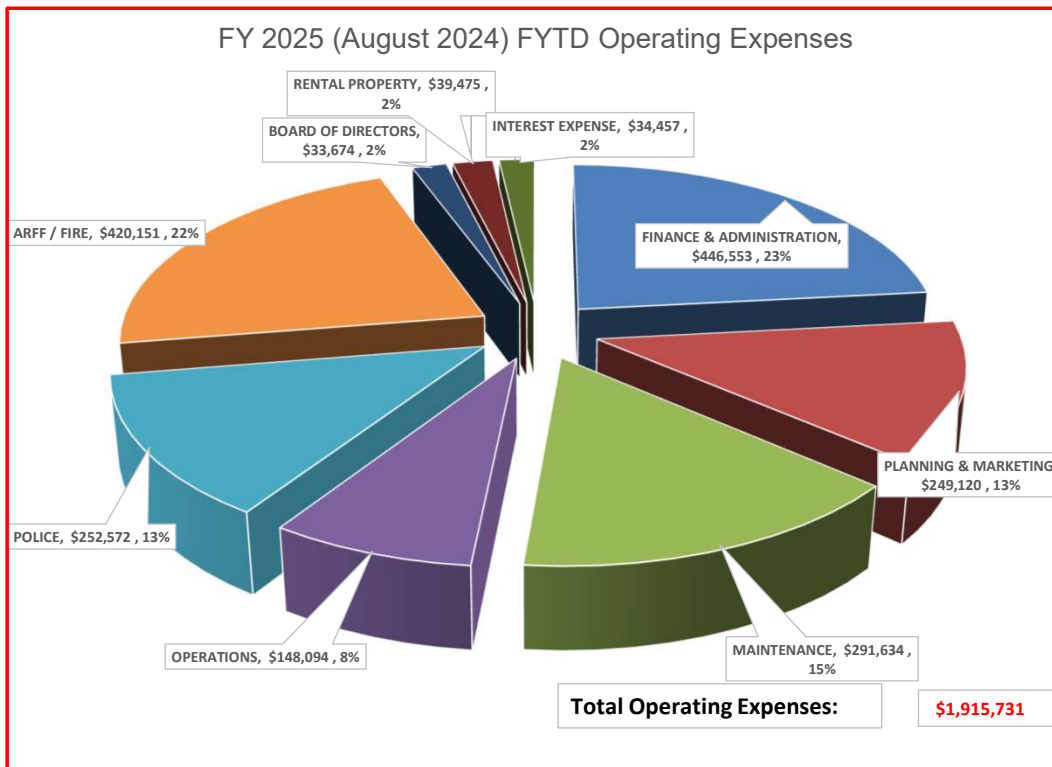
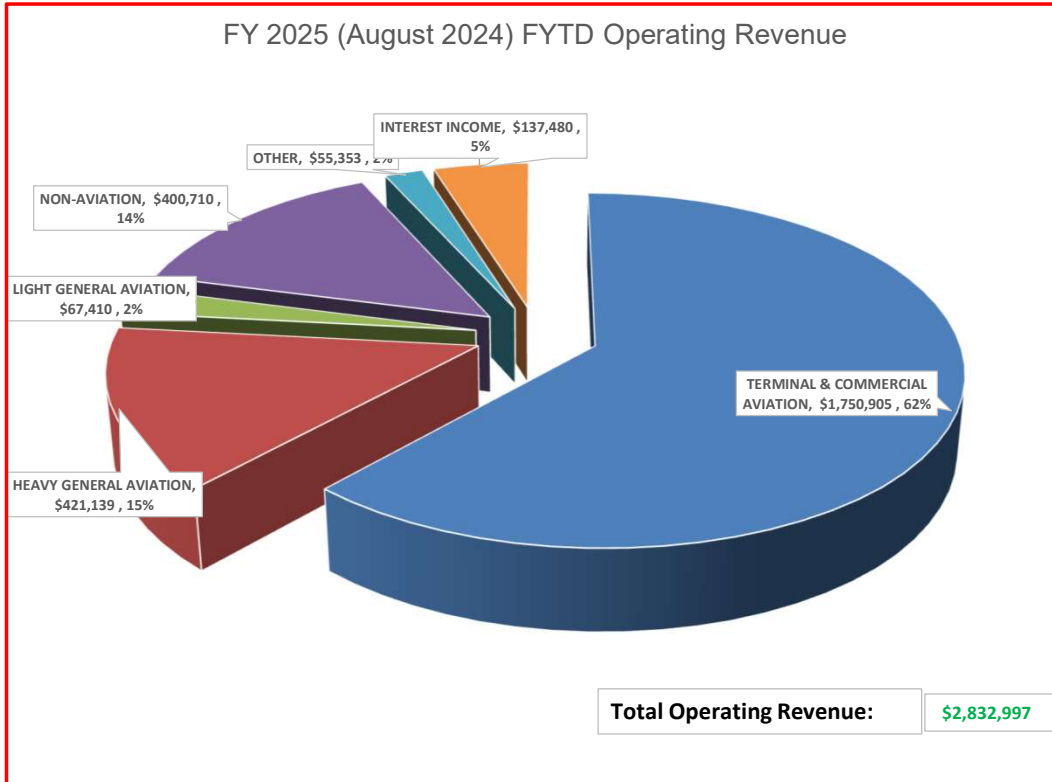


* Source: Federal Reserve Economic Data; Kerosene-Type Jet Fuel Prices: U.S. Gulf Coast.

Monterey Peninsula Airport District



Monterey Peninsula Airport District



AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

August 2024

OPERATING STATISTICS				August 2024	Budget	%	August 2023	YTD FY 25	Budget	%	YTD FY 24
AIRPORT ACTIVITY											
Air Carrier Landings ¹		496	501	-1%	391	968	958	1%	784		
Landed Weight (in thousands of pounds)		42,045	44,848	-6%	33,683	82,245	84,705	-3%	67,384		
Enplanements		30,729	32,111	-4%	24,509	60,309	63,929	-6%	50,065		
Passengers (emp/dep)		61,613			49,280	121,983			101,401		
Total Cargo (in pounds)		52,358			62,992	100,164			124,631		
Commercial		2,218			1,854	3,930			3,389		
General Aviation		3,197			3,285	6,514			6,611		
Military		73			93	271			245		
TOTAL AIRCRAFT OPERATIONS		5,488			5,232	10,715			10,245		
VEHICLE EXIT COUNT											
Long Term (1) Lot		1,912	3,239	-41%	3,239	3,723	5,698	-35%	5,698		
Upper Short Term (2) Lot		3,365	2,807	20%	2,620	6,644	5,446	22%	5,083		
Lower Short Term (3) Premium Lot		6,877	6,349	8%	6,349	14,120	12,372	14%	12,372		
TOTAL VEHICLE EXIT COUNT		12,154	12,395	-2%	12,208	24,487	23,516	4%	23,153		

1: Cancelled Flight Landings: Current Month =0 (0 - Alaska /0 - Allegiant /0 - American /0 - United) FYTD = 12 (1 - Alaska /2 - Allegiant /4 - American /5 - United)

	August 2024 ACTUAL	August 2024 Budget	\$ ▲ Favorable ▼ Unfavorable	August 2023 ACTUAL	YTD FY 25 ACTUAL	Budget	\$ ▲ Favorable ▼ Unfavorable	YTD FY 24 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 210,524	\$ 216,259	(\$5,735) ▼	\$ 150,533	\$ 414,012	\$ 409,613	\$4,399 ▲	273,261
Rents	208,837	202,242	6,595 ▲	173,151	414,591	404,483	10,108 ▲	346,575
TCP, Taxi & TNC Operator Permits	419	508	(89) ▼	508	838	5,817	(4,978) ▼	5,817
Taxi Trip Fees	3,626	2,772	854 ▲	2,772	8,644	5,904	2,740 ▲	5,904
TNC Trip Fees and Peer-to-Peer Rentals	35,148	25,945	9,203 ▲	25,942	67,466	51,283	16,183 ▲	51,280
Concessions	30,049	28,808	1,241 ▲	28,733	60,995	57,711	3,284 ▲	57,561
Rental Car	278,590	246,646	31,944 ▲	246,646	505,610	420,081	85,529 ▲	420,081
Parking	136,953	119,682	17,271 ▲	119,224	278,747	252,855	25,892 ▲	251,826
HEAVY GENERAL AVIATION								
GA Landing and Special Event Fees	130,971	97,576	33,395 ▲	114,899	179,299	130,411	48,888 ▲	150,183
FBO Rent	56,156	56,145	11 ▲	63,239	112,313	112,290	23 ▲	126,477
Fuel Flowage Fees	78,656	53,246	25,410 ▲	74,049	129,527	112,980	16,547 ▲	119,633
LIGHT GENERAL AVIATION								
	33,514	42,932	(9,418) ▼	33,217	67,410	85,863	(18,453) ▼	66,151
NON-AVIATION								
	198,980	201,309	(2,329) ▼	185,948	400,710	402,028	(1,318) ▼	371,610
OTHER OPERATING REVENUE								
	27,014	34,145	(7,131) ▼	43,135	55,353	60,867	(5,514) ▼	68,052
INTEREST INCOME								
	65,460	40,133	25,327 ▲	65,863	137,480	80,149	57,331 ▲	133,403
TOTAL OPERATING REVENUE	\$ 1,494,896	\$ 1,368,347	\$126,549 ▲	\$ 1,327,858	\$ 2,832,997	\$ 2,592,335	\$240,662 ▲	\$ 2,447,813

OPERATING EXPENSE								
Finance & Administration	\$ 232,573	\$ 235,401	\$2,828 ▲	\$ 164,339	\$ 446,553	\$ 410,063	(\$36,490) ▼	\$ 336,983
Planning & Marketing	119,573	133,823	14,250 ▲	90,094	249,120	249,112	(8) ▼	175,615
Maintenance & Custodial Services	137,483	147,850	10,367 ▲	136,139	291,634	318,888	27,254 ▲	268,240
Airport Operations	71,763	72,483	721 ▲	54,154	148,094	148,913	819 ▲	92,825
Police Services	126,362	128,841	2,479 ▲	114,990	252,572	257,682	5,110 ▲	228,304
ARFF/Fire Services	206,669	198,713	(7,955) ▼	129,937	420,151	397,857	(22,294) ▼	259,778
Board of Directors	19,579	20,985	1,406 ▲	29,081	33,674	41,770	8,096 ▲	42,580
Office Rentals	6,231	7,705	1,474 ▲	7,230	39,475	45,179	5,704 ▲	38,854
Interest Expense	17,228	17,149	(79) ▼	17,926	34,457	34,298	(158) ▼	35,852
TOTAL OPERATING EXPENSE	\$ 937,461	\$ 962,951	\$25,491 ▲	\$ 743,890	\$ 1,915,731	\$ 1,903,763	(\$11,967) ▼	\$ 1,479,031

OPERATING INCOME	\$ 557,436	\$ 405,396	\$152,040 ▲	\$ 583,968	\$ 917,266	\$ 688,572	\$228,694 ▲	\$ 968,782
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DISTRICT CAPITAL EXPENDITURES (See Page 20)	\$ (57,006)	\$ (95,000)	\$37,994 ▲	\$ (1,008,343)	\$ (152,215)	\$ (375,000)	\$222,785 ▲	\$ (1,519,631)
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DEBT SERVICE - PRINCIPAL ONLY	\$ (1,203)			\$ (4,442)	\$ (2,405)			\$ (8,883)
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MONTEREY PENINSULA AIRPORT DISTRICT

Statements of Net Position

	August 31, 2024 (Unaudited)	June 30, 2024 (Unaudited)
ASSETS:		
Current assets:		
Unrestricted:		
Cash	\$ 181,278	\$ 359,803
Investments - L.A.I.F.	168,231	168,231
Investments - T-Bills	12,690,465	12,860,387
Investments - Negotiable CDs	245,913	494,723
Accounts receivable, net of \$10,000 allowance	1,168,825	1,050,562
Accrued Interest receivable	114,370	115,926
Leases receivable (GASB 87), current portion ⁽¹⁾	1,280,411	1,280,411
FAA & Other Grant Receivable	21,824	5,161,546
Prepaid and other assets	<u>1,016,368</u>	<u>255,925</u>
	<u>16,887,685</u>	<u>21,747,512</u>
Restricted:		
Cash	95,656	521,175
Investments - T-Bills	2,127,902	3,157,647
Investments - Negotiable CDs	98,365	97,946
PFC Receivable	258,988	220,339
Accrued Interest Receivable	4,308	16,941
Total restricted current assets	<u>2,585,219</u>	<u>4,014,048</u>
Total Current Assets	<u>19,472,904</u>	<u>25,761,560</u>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion ⁽¹⁾	9,429,531	9,429,531
Tenant receivable, net of current portion	22,386	24,922
Right-of-Use (GASB 96), net of current portion	3,477	3,477
Bond Offering Costs	1,500	1,500
Capital assets:		
Construction-in-Process	42,009,219	36,982,706
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	<u>72,449,572</u>	<u>73,494,281</u>
Total Capital assets:	<u>118,665,546</u>	<u>114,683,742</u>
Total Noncurrent assets:	<u>128,122,440</u>	<u>124,143,171</u>
Total Current and Noncurrent assets:	<u>147,595,343</u>	<u>149,904,731</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Actuarial valuation of deferred outflows related to pensions ⁽²⁾	5,416,264	5,416,264
Actuarial valuation of deferred outflows related to OPEB ⁽⁴⁾	244,433	244,433
	<u>5,660,697</u>	<u>5,660,697</u>
LIABILITIES:		
Current liabilities:		
Accounts Payable	1,886,185	6,432,750
Accrued liabilities	192,249	167,771
Accrued Interest	71,023	36,567
Unearned revenues, current portion	65,247	26,010
Loans payable, current portion	318,057	320,462
SBITA (GASB 96) liability	3,477	3,477
Funds held in trust (CFCs)	931,470	1,628,390
Accrued compensated absences, current portion	50,881	44,827
Total Current Liabilities	<u>3,518,589</u>	<u>8,660,254</u>
Long-term liabilities:		
Security deposits	432,722	440,829
Unearned revenues, net of current portion	210,811	212,290
Accrued compensated absences, net of current portion	165,052	163,361
Actuarial valuation of net pension liability ⁽⁶⁾	8,381,298	8,381,298
Actuarial valuation of OPEB liability ⁽⁷⁾	1,386,786	1,386,786
Loans payable, net of current portion	5,313,640	5,313,640
Total Long-Term Liabilities	<u>15,890,309</u>	<u>15,898,205</u>
Total Liabilities	<u>19,408,898</u>	<u>24,558,458</u>
DEFERRED INFLOWS OF RESOURCES:		
Actuarial valuation of deferred inflows related to pensions ⁽³⁾	3,550,993	3,550,993
Actuarial valuation of deferred inflows related to OPEB ⁽⁵⁾	805,752	805,752
Deferred inflows related to leases (GASB 87) ⁽¹⁾	10,709,942	10,709,942
Total Deferred Inflows of Resources	<u>15,066,687</u>	<u>15,066,687</u>
NET POSITION:		
Net investment in capital assets	111,219,335	104,943,814
Restricted - unspent Passenger Facilities Charges	806,588	860,839
Restricted - Cash Assets	709,705	(541,790)
Unrestricted	6,044,827	10,677,420
	<u>\$ 118,780,456</u>	<u>\$ 115,940,283</u>

See Notes to Statements of Net Position.

Notes to Statement of Net Position
As of Aug. 31, 2024

	Lease Receivable	Lease Interest	Total Lease Payments
1. Lease Receivable (GASB 87)			
Current:			
FY 2025	\$ 1,280,411	\$ 426,400	\$ 1,706,811
Noncurrent:			
FY 2026	1,225,625	373,367	1,598,991
FY 2027	1,273,892	321,022	1,594,914
FY 2028	890,517	272,670	1,163,187
FY 2029	713,259	239,752	953,011
FY 2030-FY2034	1,969,860	882,516	2,852,376
FY 2035-FY2039	921,598	608,061	1,529,659
FY 2040-FY2044	1,057,395	406,979	1,464,374
FY 2045-FY2049	985,112	177,000	1,162,112
FY 2049-FY2053	392,274	31,415	423,689
	9,429,531	3,312,782	12,742,313
	\$ 10,709,942	\$ 3,739,182	\$ 14,449,124

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

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

	Combined	Miscellaneous	Safety
2. Deferred Outflows of Resources related to Pensions			
Pension contributions subsequent to measurement date	\$ 469,305	\$ 147,695	\$ 321,610
Changes of Assumptions	494,083	148,108	345,975
Differences between expected and actual experience	560,555	125,320	435,235
Net Difference between Projected and Actual Earnings	1,208,452	397,187	811,265
Adjustments due to differences in proportions	1,010,547	8,467	1,002,080
Difference in actual to proportionate share contribution	1,673,382	388,269	1,285,113
	\$ 5,416,324	\$ 1,215,046	\$ 4,201,278

	Combined	Miscellaneous	Safety
3. Deferred Inflows of Resources related to Pensions			
Differences between expected and actual experience	\$ 56,701	\$ 19,440	\$ 37,261
Adjustments due to differences in proportions	2,853,479	615,835	2,237,644
Differences between actual contributions and the proportionate share of contributions	640,812	227,702	413,110
	\$ 3,550,992	\$ 862,977	\$ 2,688,015

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

4. Deferred Outflows of Resources related to OPEB	
Changes in assumptions	\$ 86,893
Differences between expected and actual experience	91,840
Contributions made subsequent to the Measurement Date	65,700
	\$ 244,433

5. Deferred Inflows of Resources related to OPEB	
Changes in assumptions	\$ 317,808
Differences between expected and actual experience	487,944
	\$ 805,752

6. Net Pension Liability	
CalPERS - Miscellaneous Plan (6/30/2022 Measurement Date)	\$ 2,453,151
CalPERS - Safety Plan (6/30/2022 Measurement Date)	5,928,146
	\$ 8,381,297

7. Total OPEB Liability	
Police	\$ 357,799
Fire	606,670
Miscellaneous Plan	422,317
	\$ 1,386,786

MONTEREY PENINSULA AIRPORT DISTRICT

Statement of Cash Flows

	August 2024 (Unaudited)	FYTD 2025 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from customers	\$ 846,366	\$ 1,929,984
Payments to vendors for goods and services	(829,707)	(1,616,291)
Payments for employees pension and OPEB benefits	(81,125)	(162,191)
Payments to employees for services	<u>(326,413)</u>	<u>(622,788)</u>
Net Cash Provided (Used) by Operating Activities	<u>(390,880)</u>	<u>(471,287)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from FAA Grants and Passenger Facilities Charges	502,413	2,471,993
Proceeds from Customer Facilities Charges	475,191	824,022
Acquisition and construction of capital assets	(1,870,304)	(5,026,513)
Interest paid on loans	-	-
Principal paid on loans	<u>(1,203)</u>	<u>(2,405)</u>
Net cash provided (used) by capital and related financing activities	<u>(893,902)</u>	<u>(1,732,903)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment income received	61,604	152,087
Investments matured (purchased)	<u>635,635</u>	<u>1,448,059</u>
Net cash (used) by investing activities	<u>697,239</u>	<u>1,600,146</u>
CASH FLOWS FROM NON-OPERATING ACTIVITIES:		
	-	-
Net Change in Cash and Cash equivalents	(587,543)	(604,043)
Cash and Cash Equivalents at Beginning of Period	864,477	880,978
Cash and Cash Equivalents at End of Period	<u>\$ 276,934</u>	<u>\$ 276,934</u>
STATEMENT OF NET POSITION		
CLASSIFICATION OF CASH AND CASH EQUIVALENTS:		
Unrestricted	\$ 181,278	\$ 181,278
Restricted	95,656	95,656
Total cash and cash equivalents	<u>\$ 276,934</u>	<u>\$ 276,934</u>
Reconciliation of operating loss to net cash provided (used) by operating activities:		
Operating Loss after Depreciation and Amortization	\$ (13,150)	\$ (230,466)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	522,354	1,044,709
(Increase) decrease in:		
Accounts receivable	(166,631)	(98,263)
Prepaid and other current assets	1,208	(816,518)
Increase (decrease) in:		
Accounts payable	(410,860)	264,299
Accrued liabilities	85,767	25,916
Interest Payable	-	-
Security deposits	(13,928)	(8,107)
Unearned revenues	(402,512)	(659,163)
Accrued compensated absences	6,873	6,307
Total Adjustments	<u>(377,730)</u>	<u>(240,820)</u>
Net cash provided (used) by operating activities	<u>\$ (390,880)</u>	<u>\$ (471,287)</u>
Non-cash capital and related financing activities:		
Acquisition of capital assets in accounts payable	<u>\$ 1,814,514</u>	<u>\$ 1,814,514</u>
Accrued interest on CEC and CalTrans loans	<u>\$ 17,228</u>	<u>\$ 34,457</u>

MONTEREY PENINSULA AIRPORT DISTRICT
 FINANCIAL STATEMENTS UNAUDITED

	FY 2025 August ACTUAL	FY 2025 YEAR-TO-DATE ACTUAL
<hr/>		
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH:		
CASH RECEIVED - OPERATING REVENUE	\$ 1,429,436	\$ 2,695,517
CASH RECEIVED - INTEREST INCOME	<u>65,460</u>	<u>137,480</u>
CASH RECEIVED	<u>1,494,896</u>	<u>2,832,997</u>
USES OF CASH -- OPERATIONS:		
CASH (DISBURSED) - OPERATING EXPENSE	(920,232)	(1,881,274)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(17,228)	(34,457)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	<u>(1,203)</u>	<u>(2,405)</u>
CASH (DISBURSED)	<u>(938,663)</u>	<u>(1,918,136)</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>556,233</u>	<u>914,861</u>
USES OF CASH -- CAPITAL PROGRAM:		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(1,870,304)	(5,026,513)
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	<u>2,357,086</u>	<u>2,705,917</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>486,782</u>	<u>(2,320,596)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 1,043,015</u>	<u>\$ (1,405,734)</u>

FISCAL YEAR 2025
FINANCIAL STATEMENTS UNAUDITED
Construction-In-Progress
August 31, 2024

Project Number/AIP #	Project Name	Balance at June 30, 2024	FYTD Additions	FYTD Placed in Service	Balance at August 31, 2024	Total Spent And/Or Committed	Total Project Budget	Percentage Physically Complete
CFC Funded:								
2019-03	Water Distribution System	\$ 1,280,830	\$ 478,254		\$ 1,759,085	\$ 1,759,085	\$3,435,289	51%
FAA/PFC Funded:								
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF D & C	10,516,615	133,094		10,649,709	10,649,709	10,809,740	99%
2024-01	SEP Phase D1 - Terminal Design (BIL ATP)	2,996,843	161,052		3,157,895	3,157,895	3,150,000	100%
2023-01	SEP Phase D1 - Terminal Design	1,054,314	909,333		1,963,647	1,963,647	3,664,550	54%
2023-02	Runway 28L-10R Treatmnt-2.17M	-	-		-	-	2,170,000	0%
2023-03	Commercial Apron (B2)	13,887,445	3,192,565		17,080,010	17,080,010	42,141,476	41%
2025-01	Commercial Apron (D3)	-	-		-	-	6,824,948	0%
2025-02	Purchase Primary ARFF Vehicle	-	-		-	-	549,000	0%
		<u>28,455,217</u>	<u>4,396,044</u>	<u>-</u>	<u>32,851,261</u>	<u>32,851,261</u>	<u>69,309,714</u>	
District Only Funded:								
2019-03	Water Distribution System	23,049	-		23,049	23,049	-	0%
2023-01	SEP Phase D1 - Terminal Design	46,234	-		46,234	46,234	-	0%
2023-02	Runway 28L-10R Treatmnt-2.17M	-	98,709		98,709	98,709	-	0%
2023-03	Commercial Apron (B2)	86,834	-		86,834	86,834	420,000	21%
2023-04	2801 MSH Property Repairs	-	-		-	-	290,000	0%
2025-03	East TSA Access Road	-	-		-	-	210,000	0%
2025-04	Airfield and Property Maintenance	-	4,716		4,716	4,716	140,000	3%
2025-05	Plan of Finance	-	-		-	-	1,000,000	0%
2025-06	2801 MSH Property Repairs \$0.29M	-	52,290		52,290	52,290	-	0%
2023-08	SE Hangar Relocation - \$7M	7,090,542	(3,500)		7,087,042	7,087,042	7,100,000	100%
		<u>7,246,659</u>	<u>152,215</u>	<u>-</u>	<u>7,398,874</u>	<u>7,398,874</u>	<u>9,160,000</u>	
		<u>\$ 36,982,706</u>	<u>\$ 5,026,513</u>	<u>\$ -</u>	<u>\$ 42,009,219</u>	<u>\$ 42,009,219</u>	<u>\$ 81,905,003</u>	

FISCAL YEAR 2025
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
August 31, 2024

Airport Improvement Programs

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

Actual FY 2025	
Current Period	
\$	57,006.12
	3%
	1,641,159.00
	88%
	169,075.08
	9%
	3,063.49
	0%
\$	1,870,303.69
	100%

Actual FY 2025	
Year-To-Date	
\$	152,214.97
	3%
	3,871,779.00
	77%
	524,264.72
	10%
	478,254.31
	10%
\$	5,026,513.00
	100%

FY 2024 District Capital Expenses/Budget:

	August 2024	Budget	Actual FYTD	Budget FYTD
CFC Funded:				
2019-03 Water Distribution System	\$ 3,063.49	561,127.00	\$ 478,254.31	\$ 1,122,254.00
FAA/PFC Funded:				
2022-01 SEP Phase B1/B2/B3-ARFF Design	-	-	133,093.86	374,466.00
2023-01 SEP Phase D1 Terminal Design	493,991.60	462,724.00	909,333.10	945,447.00
2023-03 Commercial Apron Construction (B2)	1,316,242.48	2,450,729.00	3,192,565.07	4,901,458.00
2024-01 Terminal Design (BIL ATP)	-	-	161,051.69	357,255.00
	<u>1,810,234.08</u>	<u>2,913,453.00</u>	<u>4,396,043.72</u>	<u>6,578,626.00</u>
District Funded:				
2023-02 Runway 28L-10R Treatmnt-2.17M	-	-	98,708.85	-
2023-03 Commercial Apron Construction (B2)	-	35,000.00	-	70,000.00
2023-04 2801 Property Repairs	-	20,000.00	-	150,000.00
2025-03 East TSA Access Road	-	15,000.00	-	25,000.00
2025-04 Airfield and Property Maintenance	4,716.12	25,000.00	4,716.12	90,000.00
2025-06 2801 MSH Property Repairs \$0.29M	52,290.00	-	52,290.00	-
2023-08 Southeast Hangar Relocation	-	-	(3,500.00)	-
	<u>57,006.12</u>	<u>95,000.00</u>	<u>152,214.97</u>	<u>375,000.00</u>
	\$ 1,870,303.69	\$ 3,569,580.00	\$ 5,026,513.00	\$ 8,075,880.00

FISCAL YEAR 2025
FINANCIAL STATEMENTS UNAUDITED
Non-District Funding and Reimbursements of Construction-In-Progress
Aug. 31, 2024

Project Number/AIP #	Project Name	Jul	Aug	Totals
Reimbursements & Tranfers from Restricted Cash				
CFC Funded:				
2019-03	Water Distribution System	\$ 348,832	\$ 475,191	\$ 824,022
FAA Reimbursed:				
2023-03/AIP 80	Commercial Apron Construction	-	132,447	132,447
2023-08/AIP 80	Commercial Apron Construction	-	1,596,451	1,596,451
2024-01/AIP 81	Terminal Design (BIL ATP)	-	152,997	152,997
		<u>\$ -</u>	<u>\$ 1,881,895</u>	<u>\$ 1,881,895</u>
	Grand Totals	<u>\$ 348,832</u>	<u>\$ 2,357,086</u>	<u>\$ 2,705,917</u>

FISCAL YEAR 2025
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Settle Date	Maturity Date	Value At Aug. 31, 2024	Yield/ Interest Rate
UNRESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$606,000 - 2 Month	\$ 606,000.00	8/22/24	10/15/24	\$ 601,441.37	5.05%
U.S. Treasury Bill - \$379,000 - 3 Month	\$ 379,000.00	8/26/24	11/21/24	\$ 374,561.33	4.96%
U.S. Treasury Bill - \$1,551,000 - 4 Month	\$ 1,551,000.00	7/10/24	11/5/24	\$ 1,525,329.98	5.18%
U.S. Treasury Bill - \$2,585,000 - 4 Month	\$ 2,585,000.00	7/15/24	11/12/24	\$ 2,541,869.81	5.03%
U.S. Treasury Bill - \$1,031,000 - 4 Month	\$ 1,031,000.00	8/8/24	12/3/24	\$ 1,014,685.20	4.95%
U.S. Treasury Bill - \$1,016,000 - 4 Month	\$ 1,016,000.00	8/13/24	12/10/24	\$ 999,595.51	4.97%
U.S. Treasury Bill - \$590,000 - 4 Month	\$ 590,000.00	8/15/24	12/10/24	\$ 580,571.65	5.00%
U.S. Treasury Bill - \$2,595,000 - 4 Month	\$ 2,595,000.00	8/20/24	12/17/24	\$ 2,553,118.32	4.96%
U.S. Treasury Bill - \$2,564,000 - 6 Month	\$ 2,564,000.00	3/21/24	9/19/24	\$ 2,499,291.48	5.19%
	<u>\$ 12,917,000.00</u>			<u>\$ 12,690,464.65</u>	
Pooled Money Investment Account - MPAD					
State of California - Local Agency Investment Fund		Various	Various	<u>168,853.01</u>	4.00%
Money Market Account - MPAD					
JP Morgan Chase - District Reserve - Money Market Account				<u>0.03</u>	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD					
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	<u>250,000.00</u>	2.60%
				<u>250,000.00</u>	
Cash And Cash Equivalents		Various	Various	<u>4,148.90</u>	Variable
				<u>254,148.90</u>	
General Accounts - MPAD					
JP Morgan Chase - various checking accounts				<u>177,129.31</u>	
				13,290,595.90	
MPAD Cash and Investments - Unrestricted				(622.05)	
Less: L.A.I.F. 06/30/2024 Fair Value Adjustment				(4,087.50)	
Less: CDs Aug. 31, 2024 matrix pricing adjustment				<u>(4,087.50)</u>	
Unrestricted Cash and Investments				<u>\$ 13,285,886.35</u>	
				\$ 181,278.24	
Unrestricted Cash				<u>13,104,608.11</u>	
Unrestricted Investments				<u>\$ 13,285,886.35</u>	

FISCAL YEAR 2025
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Purchase Date	Maturity Date	Value At Aug. 31, 2024	Yield/ Interest Rate
RESTRICTED:					
Tenant's Security Deposits - RESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$448,000 - 3 Month	\$ 448,000.00	6/20/24	9/19/24	<u>\$ 442,179.24</u>	5.28%
Passenger Facility Charges (PFCs) - RESTRICTED:					
Chase Bank - Passenger Facility Charges (PFCs)				<u>\$ 97,646.26</u>	0.01%
U.S. Treasury Bill - \$99,000 - 1 Month	\$ 99,000.00	8/8/24	9/5/24	98,604.64	5.16%
U.S. Treasury Bill - \$256,000 - 1 Month	\$ 256,000.00	8/15/24	9/12/24	254,977.90	5.23%
U.S. Treasury Bill - \$256,000 - 1 Month	\$ 256,000.00	8/20/24	9/19/24	254,904.53	5.23%
				<u>608,487.07</u>	
Royal Alliance - Certificates of Deposits and Cash Equivalents:					
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	100,000.00	2.60%
Cash and Cash Equivalents		Various	Various	2.55	Variable
				<u>100,002.55</u>	
				<u>\$ 806,135.88</u>	
Customer Facility Charges (CFCs) - RESTRICTED:					
U.S. Treasury Bill - \$383,000 - 1 Month	\$ 383,000.00	8/15/24	9/12/24	\$ 381,470.85	5.23%
U.S. Treasury Bill - \$256,000 - 1 Month	\$ 256,000.00	8/20/24	9/19/24	254,904.53	5.23%
U.S. Treasury Bill - \$102,000 - 3 Month	\$ 102,000.00	6/27/24	9/26/24	100,676.67	5.27%
Chase Bank - Customer Facility Charges (CFCs)				<u>149,095.01</u>	0.01%
				<u>\$ 886,147.06</u>	
Tenant's Security Deposits - RESTRICTED:					
Chase Bank - Money Market Account				<u>\$ 25,075.95</u>	0.01%
Airport Improvement Program - RESTRICTED:					
Chase Bank - AIP Checking Account				<u>\$ (178,662.17)</u>	
CalTrans Annual Debt Service - RESTRICTED:					
U.S. Treasury Bill - \$349,000 - 6 Months	\$ 349,000.00	3/21/24	9/19/24	\$ 340,183.35	5.42%
Chase Bank - Checking Account				<u>2,498.65</u>	
				<u>\$ 342,682.00</u>	
Sub-Total: MPAD Cash and Investments - Restricted				2,323,557.96	
Less: CDs Aug. 31, 2024 matrix pricing adjustment				<u>(1,635.00)</u>	
Restricted Cash and Investments				<u>\$ 2,321,922.96</u>	
Restricted Cash				\$ 95,656.25	
Restricted Investments				<u>2,226,266.71</u>	
				<u>\$ 2,321,922.96</u>	



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

September 2024

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 54 incidents during the month as follows:

- MPAD property – 9
- City of Monterey – 31
- Other Cities in Monterey Fire Jurisdiction – 11
- Auto / Mutual Aid – 3

2. Training

Personnel completed a total of 59.0 hours of Airport-related training during the month.

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

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

3. Other

Industrial Emergency Council (IEC) will be here from October 21-25 to provide FAA compliant Live Fire training for our ARFF technicians and other members of our department. IEC's Mobile ARFF Trainer is listed in AC 150/5210-17C, and is 14 CFR Part 139 and NFPA 1003 compliant and provides this training to airports throughout the state. Below is an outline of what the training will include:

- Three separate engine fire props; high wing, low wing and tail
- Interior cabin/galley, exterior fuselage, and wheel fire props
- Spill fires with each zone independently controlled
- Hands on, simulated engine shut down and electrical cut-off procedures
- Cockpit door with forcible entry capability
- Two main cabin doors with stairs; and one over wing exit (OWE)

By conducting the training with IEC at our airport, we will be able to utilize our apparatus (ARFF and Type 1 Engines) with our non ARFF personnel which will provide a great training opportunity for all of our personnel. We hope to get two thirds of our personnel through the training this year, which greatly increases our capabilities since we have only been able to send about 15 people to Dallas in the past. We have also invited our Auto Aid partners who would be responding to the Airport if we were to have an Alert 3 response so they can have a better understanding of how to support our operations during a response.

MONTEREY FIRE DEPARTMENT - Report to Airport Board of Directors

The training will take place on the ramp in front of the Fire Station. There will be no foam or agent used during the training, just water, and the only fire is generated by LPG, so there are no hazards for adjoining facilities.

4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
9/6/2024 10:47 AM	0:00:35	200 Fred Kane DR	Assist police or other governmental agency
9/12/2024 11:19 AM	0:04:51	100 Sky Park DR	Person in distress, other
9/13/2024 2:40 PM	0:01:54	200 Fred Kane DR	Gasoline or other flammable liquid spill
9/14/2024 3:43 PM	0:04:01	100 Sky Park DR	Gasoline or other flammable liquid spill
9/15/2024 6:48 PM	0:02:59	100 Sky Park DR	Assist invalid
9/20/2024 2:34 PM	0:00:00	200 Fred Kane DR	Dispatched & canceled en route
9/20/2024 3:25 PM	0:06:21	200 Fred Kane DR	Defective elevator, no occupants
9/22/2024 1:38 PM	0:01:12	200 Fred Kane DR	Defective elevator, no occupants
9/25/2024 9:11 AM	0:04:25	274 Sky Park DR	Heat detector activation due to malfunction

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: October 1, 2024
SUBJ: Operations Report

The following is a summary of general Airport Operations activity for September 2024 and planned airline activities for October 2024.

1 The following reports are attached:

- September 2024 Noise Comment Report
- Operating and Expense Reports for the Taxi (through September 2024) and TNC ground transportation systems (through August 2024)
- Commercial Flight Cancellations & Delays Report for September 2024
- Commercial Flight Schedule for October 2024

2 Below is the summary of scheduled airline activity for October 2024:

Alaska Air operated by SkyWest and Horizon.

- Continues to use the Embraer (EMB) 175 aircraft to SAN twice a day and SEA once a day. Scheduled to operate a monthly total of 186 flights (Arrivals and Departures)

Allegiant Air.

- Continues to use the Airbus 319/320 series to LAS on Mondays and Fridays. Scheduled to operate a total of 16 flights (Arrivals and Departures)

United operated by SkyWest.

- SFO flies twice a day using the E175. LAX flies three flights a day using the CRJ 700/ E175. DEN continues twice a day with the E175. Scheduled to operate a monthly total of 434 flights (Arrivals and Departures)

American Eagle operated by Mesa / Envoy.

- PHX operates five daily flights using CRJ700 aircraft. DFW continues with one daily flights using the A319 aircraft. Scheduled to operate a monthly total of 348 flights (Arrivals and Departures)

Sun Country

- MSP operates two flights using B737. Scheduled to operate a monthly total of 18 flights.

Cumulatively speaking, flights have increased by 258 (1002 vs. 744) compared to October 2023, an increase of 35%. The number of available seats has increased by approximately 37% (84,656 vs. 61,928).

**MRY AIRPORT NOISE COMMENT LOG
SEPTEMBER 2024**

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT									
1	Chris Thomas	Pacific Grove	9/1/2024	11:50 AM	Beech Bonanza	28L Dep N3030D departed 11:48 from MRY. It didn't follow suggested departure route into bay and around peninsula. It flew over land all the way around the peninsula and now he's flying over Big Sur at 5,500 feet. An A36 Bonanza is loud at 3,000 feet. No concern for anyone or anything on the ground	KC	After reviewing flight radar, you are correct the aircraft did fly directly over the peninsula. The aircraft departed after the departure of a Boeing 737 that turned north. It's likely the controllers had the Bonanza fly over the peninsula to avoid the wake turbulence from this aircraft. The 737 is one of the larger aircraft that service the airport, and its wake turbulence can be potentially hazardous to a small single engine aircraft like the Bonanza. The departure routes are not regulatory in nature and pilots and controllers can elect to deviate from them if there is need for aircraft spacing for safety of flight.	
2	Inessa Ilina	Pasadera	9/2/2024	1:50 AM	DA-2000	28L Arr I woke up from flashing lights and scary noise around me . I can not see a plane, but flying over the house very low(almost hit a house) , large plane at 1.50 am in unacceptable . I am requesting no flying over our property at all . Its not the first time	KC	Explained that the aircraft followed our published approaches and adhered to our noise abatement procedures. The FAA requires the airport to be open 24 hours a day as a public use airport and that the arrival routes into the airport are managed and controlled by the FAA.	
3	kathleen grzanowski	Pasadera	9/2/2024	6:40 PM	Unknown	unknown I filmed the large aircraft as it was heading from direction of 68, then over Laguna Seca and if it stayed on that path, it could have continued w/less noise/dirt/disturbance over my home. Instead, it headed. Clear nite. Instead it headed from the golf course, right to where the houses are and right over my home, why?	KC	Explained that with the noise comment being a week old its hard to pinpoint the specific aircraft she was referring to and even harder to give a reason why. Explained that our guidelines are not regulatory in nature and pilots and controllers can deviate from them at any time.	

4	Jed Parker	Del Rey Oaks	9/3/2024	3:45 PM	multiple GA Aircraft	Pattern	Hello, The single engine pilot school planes have been taking off, circling counter-clockwise around the neighborhood at low elevation, landing and repeating the process over, and over., all day. If this nuisance is allowed, why can't they bank south and fly over largely empty areas, rather than populated areas? Regards, Jed	KC	Informed that after speaking with the tower and reviewing flight radar that planes were departing the pattern to the north as our noise guidelines recommend and returning from the north may appear as if they are doing pattern work at MRY. Reminded him that our noise guidelines are not regulatory in nature and that pilots and controllers can elect to deviate from them for a number of reasons.	
5	kathleen grzanowski	Pasadera	9/3/2024	9:47 PM	Unknown	Landing	I'm noticing that these large late night flights are trying to cut to hole 10 of laguna Seca (upon which my home sits) so they are not directly going over my home low, loud and fast. Yet, many still opt to do just that. When I flew out of SJ or John Wayne, planes did "noise abatement" and tried to cut engine noise when going over homes...why can't we get a little less "noise abatement" when it's directly low at these homes in Pasadera. The other airports adjust for "noise sensitive" areas and would take off higher to cut engines. Is there any way to ask for a little consideration and for the 10 seconds they go over Pasadera, to cut back engine noise?	KC	Explained that the airport has voluntary nonoperational hours from Midnight to 05:00 local time where operations are discouraged due to our noise sensitive communities such as Pasadera, however this is strictly voluntary, and exceptions have to be made for delayed commercial or GA arrival for factors beyond the airports control such as weather. Also explained that John Wayne and SJCE noise procedures were grandfathered in before the ANCA of 1990.	

6	Lauren Jacoubowsky	Pacific Grove	9/4/2024	10:53 AM	F-35	Departure	<p>Two military jets leaving Monterey airspace did not observe the noise rules. Instead of flying out at a slower speed, and thereby making less noise doing so, they blasted up to a high altitude at (what I'm sure was) full speed, creating a tremendous amount of noise as they left the area. I'm not the only one who has been irritated at this behavior, and it not only scares our pets (and, I'm sure, all animals) but it literally rattles the windows in my house! Some pilots of these jets DO follow the rules, which is why I know that it's possible for them to take off and leave the area without creating that very loud noise. As we seem to be having more military jets use our airport (for some unknown reason; we're not a military base, after all), it would behoove the airport district to enforce the FAA noise rules and let these pilots know that the residents of the Peninsula expect them to obey those rules, just like every other airplane using our airport has to obey the rules. I may additionally notify the FAA about this problem, if it continues.</p> <p>Thank you!</p>	KC	<p>Explained that these were high performance military aircraft that produce a large amount of noise regardless of speed. Also explained that as a public use airport the airport has to be open 24 hours to all aircraft operations. Further reiterated that these noise abatement procedures are not regulatory in nature and that pilots and controllers can elect to deviate from the procedures for a multitude of reasons.</p>	
7	kathleen grzanowski	Pasadera	9/5/2024	8:41 PM	Unknown	unknown	<p>Same as all previous complaints. There are several late night large aircrafts, many pilots don't slow, don't cut engines, don't try to avoid going right over our homes anytime between 8:30 - 10:30. I notice Pebble Beach/Carmel has "noise sensitive" over their area....any reason not to add this to Pasadera???</p>	KC	<p>Explained that the airport is required by the FAA to be open 24 hours a day for aircraft operation and that we do have a voluntary nonoperational time of midnight - 05:00 but that it is not regulatory and exceptions are made for GA and commercial traffic delayed by factors beyond the airports control such as weather. Explained that when the approach for 10R is used the Carmel, Pebble and Pacific Grove are affected more than Pasadera.</p>	

8	Michael Downing	Rosita RD	9/6/2024	12:00 AM	UA	Departure	0500 aircraft taking off or landing not sure as I was awoken from sleep. I realize that the no fly hours are voluntary, but aircraft are taking off and landing at all hours now, and it is beyond a nuisance and has become a disturbance. Please take a stand for the neighbors, not for greedy airlines and private jets. Thank you.	DW	Relay to tower to keep private flights from doing unnecessary touch and go's.	
9	Jed Parker	Del Rey Oaks	9/7/2024	4:00 PM	Multipile GA aircraft		Hello, It's a constant stream of Cessnas flying today. There is rarely more than two minutes before the noise from one leaves the area before another one takes off to repeat the cycle. Can you give us some break from this constant, ever-present noise pollution? Regards, Jed	KC	After reviewing flight radar and speaking with the tower all aircraft appeared to follow our noise abatement guidelines. The flight school planes departed the area to Salinas or Watsonville to practice their pattern work and never did more than 3 laps in the pattern before ending the flight. As for the rest of the GA traffic they appear to be transient and as a public use airport the FAA requires us to be open 24 hours a day for the operation of aircraft.	
10	Steve Swadley	unknown	9/6/2024	16:00	Unknown	28L Arr	Over the past few months we've really noticed an increase in the noise and lower altitudes of incoming aircraft. Have the regulations changed? We've lived here nearly 30 years and it's never been noisier. Several neighbors have also noticed the increased noise and lower altitude flight approaches. We live in Laureles Estates, right under the landing approach. Do we need to add additional complaints thru our HoA?	DW	Planes may appear closer than they are being the size is increased, but I can assure you the pilots are flying at set altitudes and has some discretion on descent when landing.	
11	Lauren Virshup	Pasadera	9/10/2024	Not given comment received at 2:01PM	Unknown	28L Arr	The airport has said it tries to work to encourage use of the CVA on clear days. Yesterday and today are clear, but especially yesterday, traffic ignored the CVA. I understand use of the CVA is voluntary, but the airports efforts seem not to be working. What more will the airport do to stop traffic directly over residences?	DW	Explained that the Raceway 28L visual is the active approach and has been for the last two days. Reiterated that the noise abatement guidelines are voluntary in nature and and pilots and controllers can elect to deviate from them at any given time.	

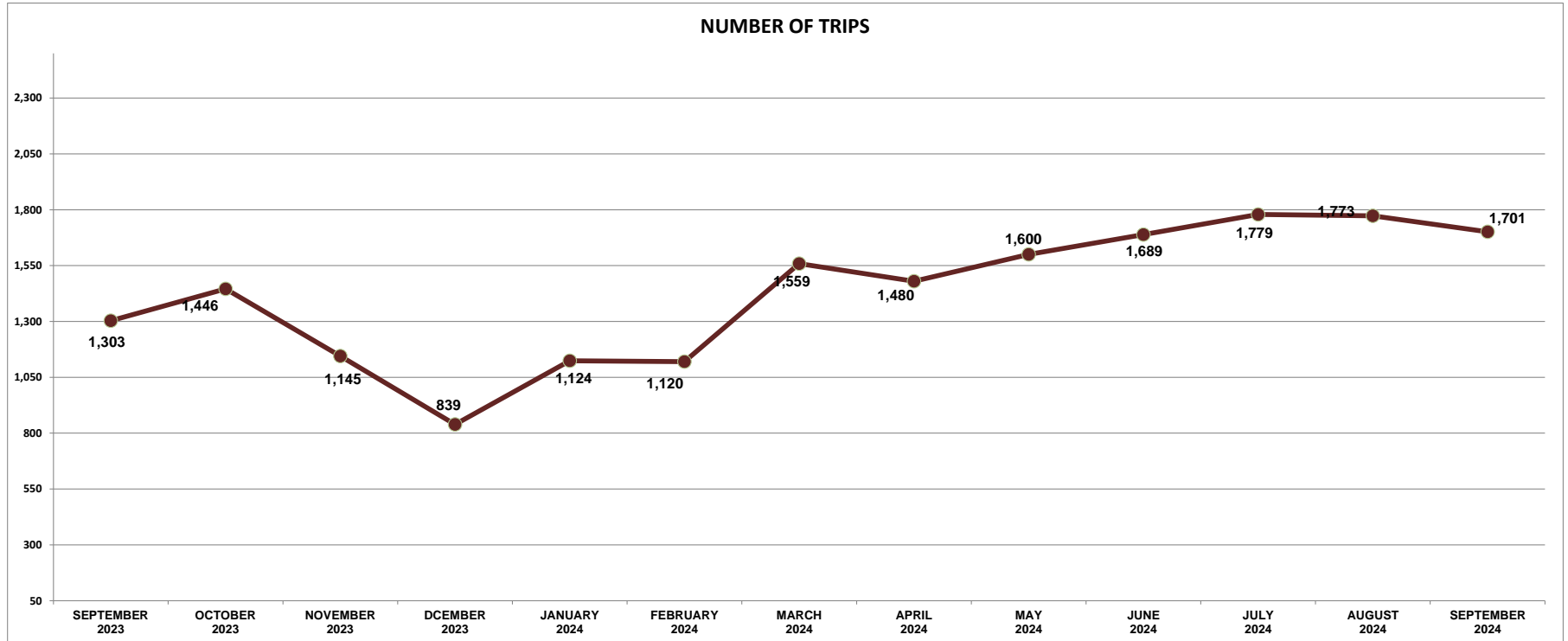
12	Lauren Virshup	Pasadera	9/11/2024	12:27 PM	Unkown	28L App	I appreciate the reply to yesterday's complaint, saying that the CVA is advertised. But it is not true that airlines are observing it. They're also not using it today, as this commercial jet flew low with its trails DIRECTLY low over our neighborhood's homes. If this is what the advertised CVA looks like, it is inadequate. The airport should consider revising the CVA, or work more closely with airlines to get them to observe it. Thank you.	MC	Explained there are 4 approaches to allow for varying conditions. We state the preferred approach for pilots, but ultimately, it's the pilot in command that selects the approach. Neither airport nor tower have the authority to force a particular approach is flown.	No landing flight shows on Flightaware for the time stated.
13	Michael Downing	DRO	9/11/2024	11:05 - 11:20 PM	Various	28L Dep	There have been THREE takeoffs between 2305 and 2320. The noise is very disturbing, and has become intolerable. Please enforce the curfew. You all should be ashamed of yourselves.	MC	Explained ANCA 1990 prohibits the airport from instigating forced curfews.	
14	Michael Downing	DRO	9/12/2024	5:05 AM	Commercial	28L Dep	Aircraft taking off at 0505, This woke me up, after my previous complaint for multiple takeoffs up to 2325 last night. This traffic is outside of reasonable human sleeping hours. Please institute enforced no fly hours. This is disturbing to those of us who have trouble staying asleep.	MC	See Above	
15	Jed Parker	Del Rey Oaks	9/20/2024	3:25 PM	private	Pattern	Hello, N619L or something with a similar number is violating the noise abatement guidelines. They have flown at least six times in rapid succession. This is in excess of what allowed by the guidelines. Regards, Jed	DW	Reached out to flight school and explained we have an overcast, so most private will probably stay local for pattern work.	
16	L Virshup	Pasadera	9/21/2024	12:30 PM	Multiple	28L Arr	Multiple planes have flown directly over the community, LOW, on a perfectly clear and calm day. Of five or so in close succession, NOT ONE has used the Hwy 68 approach. I understand that the airport advertises the CVA. If it is being advertised today, these commercial jets are completely ignoring it. What steps can be taken to get these pilots to cooperate? Can the airport engage them in a Fly Quiet program? What more can be done? Thank you.	KC	Explained that the Raceway visual was not the approach in use at the time and that the approach used is decided between the pilot local and NORCAL controllers. Also explained that the ANCA of 1990 prohibits airports from restricting paths into the airport. Reiterated that our noise abatement guidelines are not regulatory in nature.	

MONTHLY TOTALS and COMPARISONS

	Sep-24	Sep-23	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	21	9	133%		0
Number of Operations:	5,708	5,905	-3%		
Annual Total	58	65	-11%		0

13-MONTH ROLLING COMPARISON

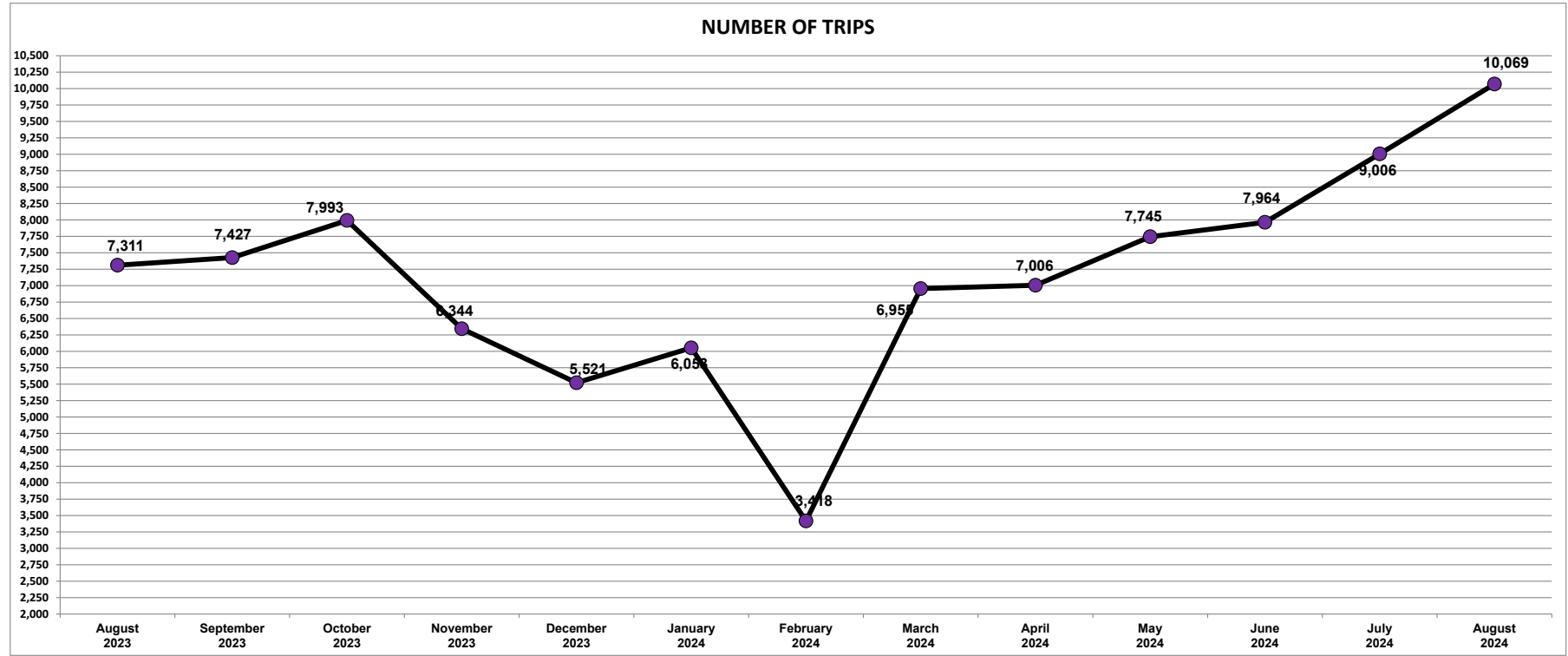
Taxis



	2023 SEPTEMBER	2023 OCTOBER	2023 NOVEMBER	2023 DECEMBER	2024 JANUARY	2024 FEBRUARY	2024 MARCH	2024 APRIL	2024 MAY	2024 JUNE	2024 JULY	2024 AUGUST	2024 SEPTEMBER
NUMBER OF TRIPS	1,303	1,446	1,145	839	1,124	1,120	1,559	1,480	1,600	1,689	1,779	1,773	1,701
PERMITS SOLD	1	2	0	0	0	1	1	0	0	10	14	1	2
TAXI TRIP FEES	\$ 3,909	\$ 4,338	\$ 3,435	\$ 2,517	\$ 3,372	\$ 3,360	\$ 4,677	\$ 4,440	\$ 4,800	\$ 5,067	\$ 5,337	\$ 5,319	\$ 5,103
TAXI PERMIT FEES	\$100	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$200	\$0	\$1,400	\$100	\$200
TAXI - TOTAL REVENUE	<u>\$ 4,009</u>	<u>\$ 4,438</u>	<u>\$ 3,535</u>	<u>\$ 2,617</u>	<u>\$ 4,572</u>	<u>\$ 3,460</u>	<u>\$ 4,777</u>	<u>\$ 4,540</u>	<u>\$ 5,000</u>	<u>\$ 5,067</u>	<u>\$ 6,737</u>	<u>\$ 5,419</u>	<u>\$ 5,303</u>
CURB MGMT CONTRACT													
OBV LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004
TAXI - TOTAL EXPENSE	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,916</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>
OPERATING INCOME / (LOSS)	\$ 1,926	\$ 2,355	\$ 619	\$ (387)	\$ 1,568	\$ 456	\$ 1,773	\$ 1,536	\$ 1,996	\$ 2,063	\$ 3,733	\$ 2,415	\$ 2,299
FYTD 2024 (July 2024 - September 2024) OPERATING INCOME / (LOSS)													\$ 4,714
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 20,425

* February 1st swap to "OBD" system

Transportation Network Companies (TNCs)



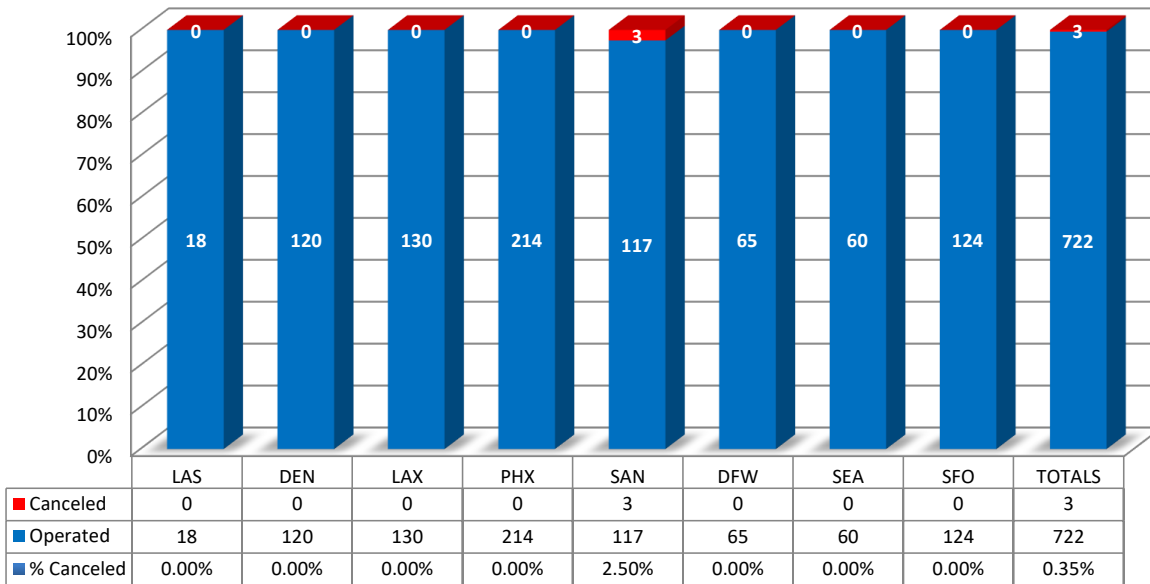
	2023 August	2023 September	2023 October	2023 November	2023 December	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August
NUMBER OF TRIPS	7,311	7,427	7,993	6,344	5,521	6,053	3,418	6,955	7,006	7,745	7,964	9,006	10,069
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 21,933	\$ 22,281	\$ 23,979	\$ 19,032	\$ 16,563	\$ 18,159	\$ 10,254	\$ 20,865	\$ 21,018	\$ 23,235	\$ 23,892	\$ 27,018	\$ 30,207
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 21,933	\$ 22,281	\$ 23,979	\$ 19,032	\$ 16,563	\$ 18,159	\$ 10,254	\$ 20,865	\$ 21,018	\$ 23,235	\$ 23,892	\$ 27,018	\$ 30,207

Cumulative 12-Month Operating Income: \$ 256,503

Fiscal Year To Date (July 2024 - July 2024) Operating Income: \$ 57,225

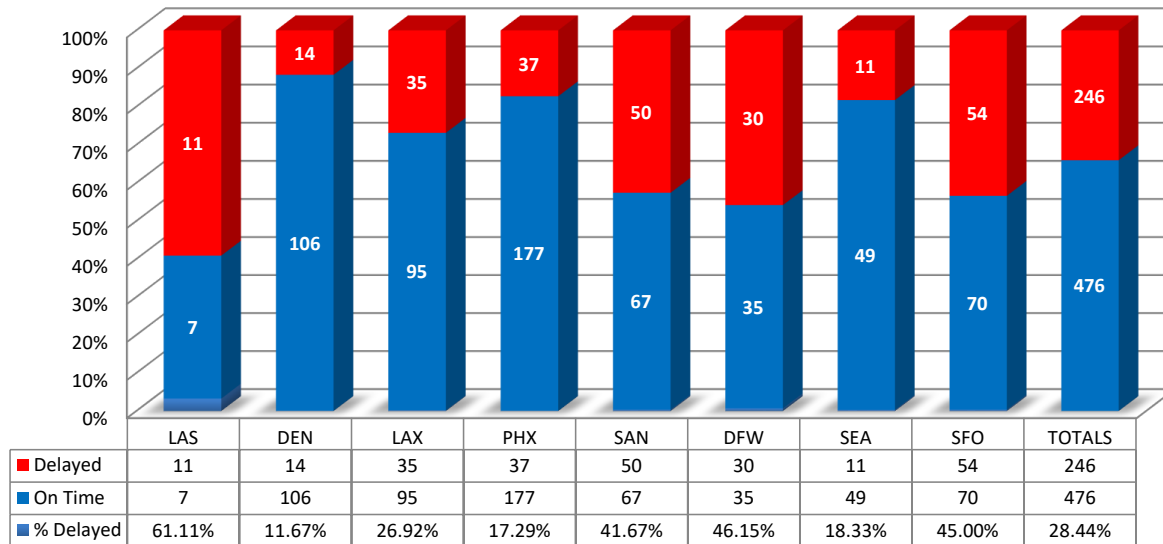
SEPTEMBER 2023

September Commercial Flights Operated vs. Canceled



TOTAL CANCELATIONS: 3

September Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 246



Monterey Regional Airport October 2024 Flight Schedule



		ARRIVALS					DEPARTURES				
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)
EMB175 (76)	PHX	American Airlines	6190	9:25 AM	7-31	DEN	UNITED	5401	5:00 AM	DAILY	EMB175 (76)
A319 (128)	DFW	American Airlines	2879	11:40 AM	DAILY	SAN	Alaska	3474	6:00 AM	THUR-MON 29,30	EMB175 (76)
EMB175 (76)	LAX	UNITED	5228	11:45 AM	DAILY	PHX	American Airlines	4938	6:10 AM	DAILY	EMB175 (76)
EMB175 (76)	PHX	American Airlines	6348	12:30 PM	DAILY	LAX	UNITED	5335	7:00 AM 8:00 AM	27-31 1-26	EMB175 (76)
EMB175 (76)	SEA	Alaska	2061	10:15 12:00	TUE,WED 27,28,30,31	SFO	UNITED	5515	7:00 AM 8:30 AM	FRI,27-31 SAT-THU	EMB175 (76)
EMB175 (76)	DEN	UNITED	5438	1:10 PM	DAILY	PHX	American Airlines	4938	10:00 AM	7-31	EMB175 (76)
EMB175 (76)	SEA	Alaska	2061	1:00 PM	THU-MON EX-27-31	SEA	Alaska	2061	11:00 AM 12:37 PM	Tues, Wed 27,28,30,31	EMB175 (76)
EMB175 (76)	SFO	UNITED	5749	2:00 PM	DAILY	DFW	American Airlines	2879	12:15 PM	DAILY	A319 (128)
EMB175 (76)	SAN	Alaska	3346	2:16 PM	DAILY	DEN	UNITED	5620	12:40 PM	DAILY	EMB175 (76)
A319 (128)	PHX	American Airlines	1445	3:45 PM	DAILY	PHX	American Airlines	6348	1:00PM	DAILY	EMB175 (76)
B737 (183)	MSP	sun country airlines	277	3:30 PM 4:30 PM 4:30 PM	6 10,13,17,20,24,27 31	SEA	Alaska	3463	1:50 PM	THU-MON EX27-31	EMB175 (76)
EMB175 (76)	LAX	UNITED	5482	5:40 PM	DAILY	LAX	UNITED	5835	2:00 PM	DAILY	EMB175 (76)
CRJ700 (66)	PHX	American Airlines	2854	6:45PM	DAILY	SAN	Alaska	3346	2:50 PM	DAILY	EMB175 (76)
EMB175 (76)	LAX	UNITED	5398	8:50 PM	DAILY	SFO	UNITED	4729	2:40 PM	DAILY	EMB175 (76)
EMB175 (76)	DEN	UNITED	5413	9:05 PM	DAILY	PHX	American Airlines	3977	4:15 PM	DAILY	EMB175 (76)
EMB175 (76)	SAN	Alaska	3392	9:00 PM 10:20 PM 10:20PM	WED,SAT TH, FRI, SUN 28-31	MSP	sun country airlines	278	4:30 PM 5:30 PM 5:30 PM	6 10,13,17,20,24,27 31	B737 (183)
EMB175 (76)	PHX	American Airlines	3849	10:30 PM	3-4 6-28	PHX	American Airlines	2854	7:25 PM	3-4 6-28	EMB175 (76)
EMB175 (76)	SFO	UNITED	5670	11:30 PM	DAILY	LAX	UNITED	5482	8:20 PM	DAILY	EMB175 (76)
A319 (156)	LAS	allegiant	89	3:30 PM	Monday/Friday	LAS	allegiant	90	4:15 PM	Monday/Friday	A319 (156)

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

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Executive Director
DATE: October 1, 2024
SUBJ: Planning/Marketing and Capital Projects Monthly Report

Attached is the current monthly Project Report tracking for the Planning and Marketing Departments with the following highlight information for September 2024:

Terminal Construction Delivery Method

The most common method of project delivery has traditionally been the design-bid-build method. This method for a project begins with the selection of an architect, who designs and bids the project. General contractors then submit bids to the owner, where under FAA guidelines, we must select the lowest responsible and responsive bidder. Contractors have a financial incentive to bid only what is explicitly on the drawings, creating pressure for the design team to get every detail properly documented.

The design-bid-build method also assumes all contractors possess the unique expertise required for the specific project and that their experienced employees are available for the job. The contractor is not engaged during the design period and is quickly onboarded as the project is ready to begin. The lack of collaboration between the contractor and others leads to misaligned expectations and surprises for all parties, often in the form of change orders.

The design-bid-build method is useful for less complex projects but is more and more unpredictable as project complexity rises.

In 2005, CMAR projects comprised just 4% of market share nationally, but as of March 2023, it has quickly become the preferred method with 22% of project owners reported currently using the CMAR delivery method.

Construction Manager At-Risk (CMAR) Method

The CMAR process promotes collaboration before final design is completed, which mitigates project risks by enabling owners to select uniquely qualified contractors in the design phase. A CMAR approach attracts the most skilled and reputable contractors because it allows them to fully use their expertise to minimize project risk and drive value for the owner by providing valuable construction expertise before final design, the time when the most project value can be gained and risks mitigated most efficiently. In addition, CMAR procurement provides an increased certainty of cost, schedule, quality, and overall project success.

The selection criteria for the contractor includes significant emphasis on their specific experience with the project being constructed. This ensures the CMAR contractor is highly qualified, which reduces project risk.

The contractor develops a Guaranteed Maximum Price (GMP) proposal for the entire project. The timing of the GMP can be flexible depending on the owner's requirements and is typically established between 50% design development and completion of construction drawings. Competitive subcontractor bids completed by the CMAR team ensure the GMP provides the best price and value for the owner.

The more complex a project, the more valuable the CMAR approach can be. Leveraging the unique construction expertise of the CMAR before construction begins, increase the certainty of a favorable outcome for the project.

CMAR ADVANTAGES

- Project risks can be identified and mitigated well before construction begins.
- The CMAR contractor is responsible for pre-qualifying trade partners and obtaining multiple bids per trade package, ensuring highly competitive market-based pricing is achieved.
- The joint process promotes teamwork, trust, and collaboration and ensures all project partners are aligned with the owner's vision.
- The method is a transparent and open-book process where the owner benefits from any project cost savings.
- The contractor is engaged before final design, allowing for early material and equipment procurement.
- The contractor—not the owner—carries the risk for cost, schedule, and workmanship.
- Project cost and schedule are based on detailed and accurate information, not estimates, which reduces project risk.
- CMAR provides detailed bid instructions and scopes of work for trade partners, ensuring bids are complete and aligned with design intent. This scope alignment process reduces design timelines, design cost, and change orders.

STAFF CONCLUSION

Due to the complexity of the Terminal building and the unique operating systems that will be required in the relocated building (i.e. baggage handling, passenger boarding bridges, common use passenger processing technology, building management systems, etc.) staff believe the CMAR approach is the best construction delivery method for this project. This will allow the project team to work collaboratively, leveraging the unique construction expertise of the CMAR to unearth and mitigate project risks before construction starts, which will increase the certainty for quality building components and workmanship. CMAR delivery will promote collaboration, would deliver a more reliable result, and enable the airport to select from a pool of uniquely

qualified contractors for the terminal building construction, while also providing market-competitive pricing.

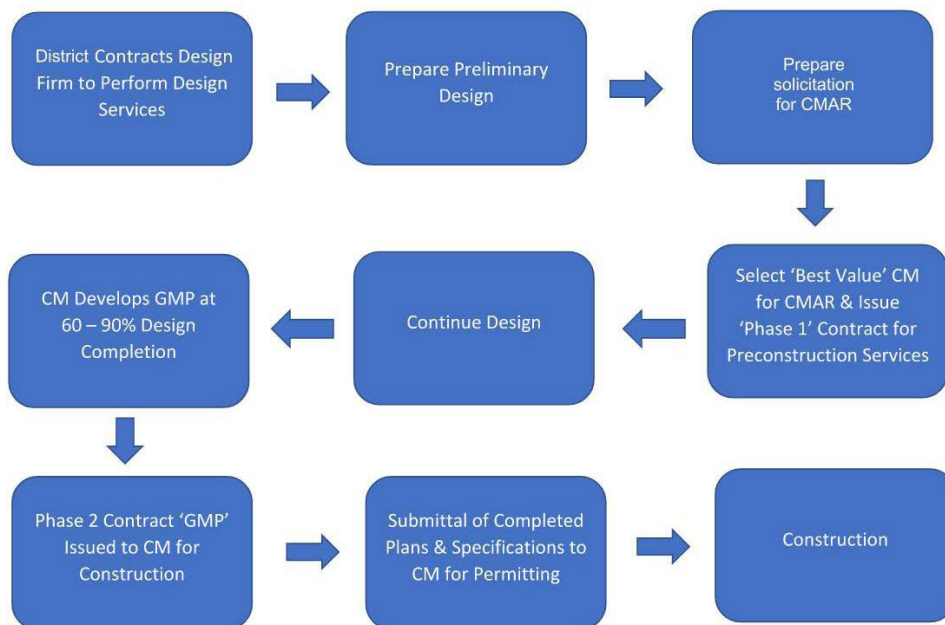
Staff have requested Federal Aviation Administration (FAA) concurrence to use the alternative delivery method of Construction Management at Risk (CMAR) consistent with FAA Order 5100.38D for the relocation of the Replacement Terminal and the District has received acceptance from the FAA San Francisco Airports District Office to use the CMAR procurement method for construction.

Public Contract Code § 20146 (PCC § 20146) permits counties to utilize "construction managers at-risk" ("CMAR") in lieu of the traditional public bidding process requiring a public owner to award construction contracts to the lowest responsive, responsible bidder through the competitive bidding process. More specifically, on projects over \$1 million, counties may award a CMAR contract using either the lowest responsible bidder or the best value method to a properly bonded CMAR entity". On September 12, 2018, the District adopted Resolution 1724, A Resolution of the Monterey Peninsula Airport District Authorizing Alternative Project Delivery Methods for Acquisition of Capital Projects and Construction at the Monterey Regional Airport.

NEXT STEPS

The process will be consistent with FAA Order 5100.38D and follow the steps identified below:

Construction Manager At-Risk (CMAR) Flow Chart



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FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	9/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>ACTIVE FEDERALLY-FUNDED PROJECTS:</u>											
1	2022-01	79	18-22-C-00-MRY	\$11,209,740	\$10,515,600	\$160,338	\$10,675,938	99%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	The fire personnel moved into the new location on October 18, 2023. Hazardous abatement was completed on the southside location on October 27, 2023. Demolition began on November 28, 2023 after PG&E disconnected the utilities.	Project close out documents are being compiled.
2	2023-01	82	18-22-C-00-MRY	\$3,664,550	\$1,056,320	\$954,079	\$2,010,400	75%	SEP Phase D1 Terminal Design	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities.	The BIL entitlement grant was executed in August and it will fund 47% of the HOK design and 100% of KHA contract. An update on the Design Development was provided by HOK at the August Board meeting. HOK is working on bid documents that will be ready in November 2024.
3	2024-01	81	18-22-C-00-MRY	\$3,157,895	\$2,575,062	\$582,833	\$3,157,895	100%	SEP Phase D1 Terminal Design	The BIL ATP grant application was executed on September 13, 2023 which funds 53% of the HOK design services. HOK made a presentation to the BOD on 11/30/23 and a design concept was chosen.	With the submittal of the 50% construction drawings, the ATP funding requirements have been met and this grant will be closed out.
4	2023-02	83	TBD	\$2,170,000	\$0	\$98,709	\$98,709	5%	RUNWAY 28L-10R TREATMENT	Tartaglia Engineering completed the design documents, and bids were received on July 11, 2024.	A contract based on bids was approved at the August board meeting with award to Granite Rock Company. GRC is currently working on the project schedule.
5	2023-03	80-84	18-22-C-00-MRY	\$44,707,180	\$10,701,033	\$6,712,754	\$17,413,787	80%	SEP Phase B2 Commercial Apron Construction	A notice to proceed was executed on 11/30/2023 and GRV JV began mobilization.	Grading and soil removal of the southeast ramp area continues. Installation of the concrete batch plant is scheduled to begin to be erected in mid October 2024. Concrete paving will begin in early November 2024.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	9/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2025-01	86	18-22-C-00-MRY	\$18,469,730		\$0		0%	SEP Phase D3 Landside circulation and parking	A contract with OTTO Construction as the Construction Manager at-risk team was approved at the June 2024 board meeting.	The construction costs based on a Guaranteed Maximum Price that was provided by OTTO Construction was approved at the August board meeting. OTTO continues to work with HOK to review the plans and discuss value engineering options.
7	2025-02	85	TBD	\$1,100,000		\$0		0%	Purchase Primary ARFF Vehicle	The BOD adopted Resolution 1881 authorizing a contract with Oshkosh Airport Products based on bids received for a replacement ARFF Vehicle.	The tentative delivery of the new vehicle is October 2025.
<u>OUTSIDE FUNDED PROJECTS:</u>											
8	2019-03	N/A	N/A	\$2,828,058	\$955,048	\$824,022	\$1,779,070	50%	WATER DISTRIBUTION SYSTEM	After CEQA MND Certification, the project bid notification was provided to contractors. A contract was approved at the October, 24, 2023 BOD meeting and the project began in mid June 2024.	The contractor will begin to construct the connections in front of the terminal and through the rental car parking lot in September. This phase of the work will be conducted during the evening hours with traffic control in place.
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
9	2025-06	N/A	N/A	\$290,000		\$52,290	\$52,290	0%	2801 PROPERTY REPAIRS		MESS completed the final phase of the asbestos abatement in August 2024.
10	2025-03	N/A	N/A	\$210,000		\$0		0%	EAST TSA ACCESS RD, SHORT TERM LOT IMPROVEMENTS		
11	2025-04	N/A	N/A	\$125,000		\$4,716	\$4,716	0%	AIRFIELD AND PROPERTY MAINTENANCE		

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2025 Expenditures to Date	9/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
12	2025-05	N/A	N/A	\$1,000,000		\$0		0%	PLAN OF FINANCE TEAM FEES		



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

September 2024

TO: Michael La Pier, Executive Director
FROM: Commander Roger Guzman
DATE: October 2nd, 2024
SUBJECT: Police Activity Report for SEPTEMBER 2024

The following is a summary of significant activity in the Police Department in SEPTEMBER, 2024:

Highlights

Del Rey Oaks Police Officers responded to approximately 30 **door and gate alarms** in SEPTEMBER. Daily Sterile Area Sweeps conducted with TSA Personnel, no discrepancies observed. Daily testing of the Law Enforcement paging system conducted without error. DRO PD Officers conducted the Weekly Duress Alarm testing with TSA Personnel, all test alarms performing as required. Officers began assisting Airport Operations with the closing times for rental car counters.

Multiple people on several different days were stuck in the West Elevator. Elevator is showing its age and is taking a long time to move and open the doors.

Training

Officer Dowson provided updated training regarding MRY OPS. Several meetings throughout the month over the Pinnacle System Outage. System is currently still down and hopefully back online beginning of the month of October. Outage has greatly reduced number of Northside patrols as officers are limited to the terminal and airport office to monitor Pinnacle System.

Calls for Service

1. 09/01/2024 04:30 AM Ofcr Moore
Main Terminal: American Ticket Counter
American Airlines employees called 911 to report a dead or dying rodent under their ticket counter. Monterey Operations notified.
2. 09/02/2024 3:45 PM Ofcr Dowson
Main Terminal: 911 Hang Ups
DRO PD received 4 911 hang ups from the same cell phone in the vicinity of the Main Terminal. No one in distress located, individual was contacted via phone and stated all calls were accidental.
3. 09/06/2024 06:13 PM Ofcr Moore
TSA Checkpoint: Prohibited Item
Prohibited item located in a bag at TSA Checkpoint. Item was surrendered to a non-traveling passenger.

4. 09/09/2024 07:00 AM Ofcr Dowson
Long Term Parking: Damaged Vehicle
Vehicle located in the Long Term Parking Lot with a broken window. Vehicle photographed pending owners return. Noted, for the size of the window there was not nearly enough glass possibly indicating it did not happen in the Parking Lot.
5. 09/09/2024 3:57 PM Ofcr Dowson
Northside Businesses: Verbal Altercation
Responded to the report of a verbal altercation near 1174 Airport Rd. Spoke with involved party, Lyft driver, who stated he had an unruly passenger. He did not want to press charges, just the event documented. DRO PD CR 24-265
6. 09/09/2024 5:35 PM Ofcr Dowson
Northside Businesses: Transient Activity
Report of a transient setting up came near the old J&J Auto body Shop. Area checked no one was located.
7. 09/011/2024 12:30 AM Ofcr Gomez
Main Terminal: Power Outage Issues
Received phone call on airport night phone that TSA duress alarm was triggered. Checked TSA but was locked up. The duress alarm was triggered due to power outage. SJ TSA called about 15 mins later asking about the duress alarm. They were informed it was due to the power outage.
8. 09/11/2024 1:56 AM Ofcr Gomez
Main Terminal: Power Outage Issues
Additional Outage caused another phone call on airport night phone that TSA duress alarm was triggered. The duress alarm was triggered due to the power outage. SJ TSA called again asking about the duress alarm. They were informed it was due to the power outage
9. 09/11/2024 12:56 PM Ofcr J Andoy
Monterey Jet Center: Suspicious Person
Employee at MJC said they saw an unknown male walking around with a baseball bat. The male did not brandish the bat at anyone and did not cause any disturbances. The male was not located. The employee later called back and said they reviewed camera footage. It appeared the male was trying to get a bat autographed by someone who arrived at MJC.
10. 09/11/2024 1:30 PM Ofcr J Andoy
Northside Business: Civil Issue
Another tenant called about a civil issue/disturbance at Sergio's Auto Body. The owner and a customer were having an argument. While PD was en route, the tenant called back and advised that PD could disregard.
11. 09/14/2024 1:00 PM Ofcr J Andoy/Donald Williams
Main Terminal: American Airlines Civil Issue
An upset passenger attempted to get DRO PD and Airport Operations to get him on a flight he missed due to being late. PD and Operations provided passenger with American Airlines customer service information.
12. 09/14/2024 8:58 PM Ofcr Moore
Blue Patrol: V-6 AMR escort
Assisted AMR with gate access for a medical flight at Gate V-6.

13. 09/15/2024 2:55 PM Ofcr Dowson
Yellow Patrol: Gate Malfunction
Dispatched to let in a hangar tenant at V-22B. Along with Airport operations, it was discovered that the V-22B Reader was not functioning. Airport Operations made appropriate call outs to get it fixed.
14. 09/15/2024 6:51 PM Ofcr Gomez
Del Monte Aviation: Citizen Assist
Fire responded to DMA for a passenger needing assistance with disembarking aircraft
15. 09/16/2024 1:15 PM Ofcr K Andoy
Main Terminal: Elevator Issues
Received a call regarding two females stuck inside the West Elevator. Females refused medical. Doors opened approximately 15 minutes later.
16. 09/16/2024 1:30 PM Ofcr K Andoy
Main Terminal: Elevator Issues
Additional incident, two females stuck inside the West Elevator. Females refused medical. Doors opened approximately 10 minutes later. Elevator was closed off to the public
17. 09/16/2024 9:56 AM Ofcr K Andoy
Main Terminal: Medical Assistance due to elevator outage.
2 females needed assistance down the stairs due to the elevator being out of service. Fire personnel was called out to assist.
18. 09/17/2024 6:00 AM Ofcr Dowson
Short Term Parking: Citizen Assist
Multiple Vehicles were let out of the Lower short-term parking lot—several attempts to use credit cards were unsuccessful. Operations notified
19. 09/17/2024 11:40 AM Ofcr Tang
Main Terminal: Surrendered Property
Ammo surrendered to DRO PD, front of terminal.
20. 09/17/2024 6:34 PM Ofcr Tang
Main Terminal: 911 Hang Up
911 hang up from the American Airlines Ticket Counter. Determined to be accidental.
21. 09/17/2024 4:30 PM Ofcr Dowson
Main Terminal: Citizen Assist
Contact with female passenger whom got off her outbound flight. She was denied re-boarding and rebooked for 09/18/2024. A Friend picked her up.
22. 09/17/2024 7:39 PM Ofcr Gomez
Main Terminal: Civil Standby
Subject had been drinking alcohol and was yelling at his wife before going through TSA checkpoint. Subject calmed down and I stood by with the subject until he boarded the plane.

23. 09/18/2024 8:30 AM Ofcr Dowson
Northside Businesses: Suspicious Vehicle
Dispatched to a possibly occupied abandoned vehicle near 1118 Airport Rd. Attempted to contact persons in the vehicle with negative results. I was advised by the vehicle owner's boyfriend she had left around 0600. The vehicle was cited and advised if it is located on Airport Property again it will be towed and the owner cited for trespassing. Airport Operations were notified.
24. 09/18/2024 9:30 AM Ofcr Dowson
Main Terminal: TSA Alarms
Multiple "Access Denied" pages for Baggage Claim Exit Door. Airport Operations were notified. I was informed Airport Operations superintendent was with an AOA-badged contractor who attempted to use badge-in at a SIDA door. NO BREACH
25. 09/18/2024 1:00 PM Ofcr Dowson
Main Terminal: Front Curb
Spoke with the driver for GROOME transportation about his expired permit. He stated there are several vehicles in the fleet and he is unsure if there are any with updated permits. He was informed any GROOME vehicles doing business at the airport need proper permits and any vehicle found to be operating without one will be cited in the future. Operations advised.
26. 09/18/2024 10:05 PM Ofcr Gomez
Main Terminal: Citizen Assist
Helped elderly couple with blind passenger find ride share
27. 09/19/2024 10:45 AM Ofcr J Andoy
Main Terminal: Lost Property
Steven MARSHALL lost his AOA badge, sometime yesterday. MARSHALL's old badge was deactivated.
28. 09/19/2024 11:41 PM Ofcr Moore
Blue Patrol: V-6 AMR Escort
Assist AMR with gate access at Gate V-6 (DMA) for medical flight
29. 09/20/2024 5:24 AM Ofcr Moore
Main Terminal: Surrendered Property
TSA Checkpoint, a prohibited item was located in a passenger's carry-on bag. TSA disposed of the item. CR 24-274
30. 09/20/2024 2:33 PM Ofcr J Andoy
Main Terminal: Elevator Issues
911 call for people stuck in the West Elevator. Elevator was checked and was clear. Occupants were able to get out before PD arrived.
31. 09/19/2024 2:53 PM Ofcr J Andoy
Main Terminal: Elevator Issues
911 call for people stuck in the West Elevator. Additional person stuck in the elevator. Elevator was clear before PD arrived. Maintenance checked the elevator and it appeared to be working fine. However, the door to the elevator was slightly delayed opening up.

32. 09/20/2024 3:24 PM Ofcr J Andoy
Main Terminal: Elevator Issues
911 call for people stuck in the West Elevator. Additional person stuck in the elevator. Maintenance was able to help the occupants get out. PD & Monterey FD responded. The elevator was finally shut down until it can be repaired.
33. 09/21/2024 2:09 AM Ofcr Moore
Main Terminal: Pinnacle Paging System
Pinnacle system has not been sending pages to DROPD airport phones since about 3pm on 09/20/2024. System appears to be performing a continuous refresh of all access points. Unable to restart Pinnacle server due to login change. PD will be on modified fire watch until Pinnacle issue resolved. This will limit PD presence at the curb for traffic operations.
34. 09/21/2024 3:35 AM Ofcr Moore
Main Terminal: Pinnacle Paging System
Pinnacle System still functioning but system is unable to send alerts(emails) to DRO Airport phones.
35. 09/22/2024 10:45 AM Ofcr Dowson
Blue Patrol: Vehicle Inspection
American Airline Mechanics Inspected and escorted to commercial ramp
36. 09/22/2024 1:36 PM Ofcr Dowson
Main Terminal: Lost & Found
Unattended bag in Main Terminal. C-Pap machine was placed in to Lost And Found.
37. 09/22/2024 1:38 PM Ofcr J Andoy
Main Terminal: West Elevator Issues
Three passengers were stuck in the West Elevator. Passengers were eventually let out of the elevator. Monterey Fire was on the scene and mentioned the age/type of elevator was out of date. Recommended that a Monterey County inspector look at the elevator very closely.
38. 09/22/2024 5:12 PM Ofcr Dowson
Main Terminal: Power outage
Regional Power Outage. Generator turned on and operational. All systems are back online.
39. 09/22/2024 5:15 PM Ofcr Dowson
Main Terminal: Duress Alarm Activation
Power outage caused a Duress Alarm Activation. TSA contacted and they notified TSOC in San Jose.
40. 09/23/2024 3:30 PM Ofcr Anderson
Blue Patrol: Vehicle Inspection
American Airlines mechanics inspected at Gate V-6(DMA).
41. 09/23/2024 6:20 PM Ofcr Tang
Blue Patrol: Vehicle Inspection
American Airlines maintenance truck inspected and escorted onto AOA. Handed over to American Airlines ground crew.

42. 09/23/2024 8:45 PM Ofcr Tang
Main Terminal: Pinnacle Paging System
DRO PD observed the Pinnacle event list had not been populated since 1301 hours on 9/23/2024. Airport operations was called and notified. Operations would inform TSA. Patrols of airport doors will be conducted hourly and CCTV will be monitored throughout the night.
43. 09/24/2024 11:05 AM Ofcr Dowson
Main Terminal: TSA Checkpoint
Assisted TSA with ID verification. The passenger continued his travels.
44. 09/24/2024 6:30 PM Ofcr Tang
Blue Patrol: Vehicle Inspection
United maintenance vehicle inspection. escorted onto AOA by united management.
45. 09/26/2024 9:10 PM Ofcr Tang
Main Terminal: Unattended Bag
Bag with UA tag found near baggage claim. Bag left with UA and owner was notified.
46. 09/28/2024 7:27 AM Ofcr Gomez
Main Terminal: Badge Deactivation
Angel Arreola (SO-085-24) resigned per Rosa Tinoco TSA. Badge deactivated.
47. 09/30/2024 8:55 AM Ofcr Dowson
Main Terminal: Inspection and Escort
Inspection and escort for vending machine tech. Vending machine installed in between Gate 5 and TSA Checkpoint
48. 09/30/2024 11:53 PM Ofcr Gomez
Blue Patrol: AMR Assisted
AMR arrived to picked up medical crew for patient transport via Calstar.

END OF REPORT.